

SydneyStrataReport

property strata inspections

0478 151999 | (02) 80114701 | servicedesk@stratareport.net.au | www.stratareport.net.au



STRATA REPORT

Client	Oxford Agency
Address of property	Unit 10111/437-439 Bourke Street, Surry Hills, NSW.
Lot	11
Strata Plan	SP 72040
Name of Strata Management Co.	Dynamic Property Group
Telephone Number of Strata Agent	9267 6334
Report Date	19 January 2023

General Information

Owner's Name	Peter Cavenagh
Unit Entitlement.	18
Total Unit Entitlement.	1,000

Levy Contributions

Administration Fund contribution.	Unit \$1,806.75 Car space: \$171.88
Capital Works Fund contribution.	Unit \$1,311.75 Car space \$22.18
Are There any Special Levies?	No on records presented.
Admin. Fund Balance Approx.	\$23,024.47 Debit.
Capital Works Fund Balance.	\$942,978.92 Credit.

Insurances

Building Insurance	Yes
Sum Insured	Insured with the BMC.
Insurance Company	SUU
Due Date	16 April 2023
Fire Safety Report ?	Yes
Certificate Date.	2022
Pet Friendly?	Owners corporation permission needed.

Meetings

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<p>Annual General Meeting 19 November 2019</p>	<p>Administration Fund set at \$350,000.00 p.a. Capital Works Fund set at \$308,000.00 p.a. Building insurance continued, Cladding reports were recorded to have been received, a Fire Order had been placed on the building to replace the cladding. All other matters were meeting formalities and general maintenance as per the scan below, Meeting closed.</p>
<p>Annual General Meeting 17 November 2020</p>	<p>Administration Fund set at \$429,000.00 p.a. Capital Works Fund set at \$264,000.00 p.a. Building insurance continued, All other matters were meeting formalities and general maintenance as per the scan below, Strata Committee Meeting: Pet bylaw discussed, Other matters are as per the attachment below. Meeting closed.</p>
<p>Annual General Meeting 30 November 2021</p>	<p>Administration Fund set at \$401,500.00 p.a. Capital Works Fund set at \$291,500.00 p.a. Building insurance continued, Cladding replacement: A contract for replacement of the cladding is to be executed for the commencement of cladding replacement. Motion 19: Cladding replacement is recorded to cost \$687,511.82 All other matters were meeting formalities and general maintenance as per the scan below, Meeting closed.</p>
<p>Strata Committee Meeting 1 March 2022</p> <p>Strata Committee Meeting 24 May 2022</p>	<p>The air conditioning system is to be rectified and upgraded, Motion 8: Fire order on cladding replacement. Investigations into the structure behind the façade has been completed. Drawings to replace the cladding were to commence. Other information on the general progress of the cladding is as per the attachment of this meeting.</p> <p>Cladding replacement: Some variations to the contract were recorded, Other general maintenance is as per the attachment below.</p>

<p>Strata Committee Meeting 23 August 2022</p> <p>Extraordinary General Meeting 6 October 2022</p>	<p>Cladding replacement and other fire safety upgrades were recorded to be in progress, Other general maintenance is as per the attachment below.</p> <p>Lot renovation approvals recorded only. This is the last of meeting presented for inspection.</p>
<p>Other comments.</p>	<p>This report is to be taken in context and in conjunction with the scans below. It can reasonably be expected that cladding replacement will be completed this year. Most of the other fire safety upgrades have now been completed.</p>



Level 27, 66-68 Goulburn Street
 SYDNEY NSW 2000
 T 02 9267 6334
 E enquiries@dynamicproperty.com.au
 ABN 67 002 006 760

Liability Limited by a scheme approved
 under Professional Standards Legislation

Owner Ledger

Start Date: 01/01/2021
 End Date: 31/01/2025
 Owners: One only

The Owners - Strata Plan No 72040

Alba, 437-439 Bourke St, SURRY HILLS NSW 2010

Lot 11 Unit 10111 Mr Peter Cavanagh

UE / AE: 18.00 / 1,000.00

Levies

Levy no.	Due date	Frequency	Details	Admin Fund		Capital Works Fund		Interest paid	Discount	Levy type	Status	Group
				Due	Paid	Due	Paid					
			Balance brought forward	0.00		0.00						
1	01/01/2021	Quarterly	Quarterly Admin/Capital Works Levy	1,996.50	1,996.50	1,122.00	1,122.00	0.00	0.00%	Standard	Normal	None
2	01/04/2021	Quarterly	Quarterly Admin/Capital Works Levy	1,996.50	1,996.50	1,122.00	1,122.00	0.00	0.00%	Standard	Normal	None
3	01/07/2021	Quarterly	Quarterly Admin/Capital Works Levy	1,996.50	1,996.50	1,122.00	1,122.00	0.00	0.00%	Standard	Normal	None
4	01/10/2021	Quarterly	Quarterly Admin/Capital Works Levy	1,930.50	1,930.50	1,188.00	1,188.00	0.00	0.00%	Standard	Normal	None
5	01/01/2022	Quarterly	Quarterly Admin/Capital Works Levy	1,765.50	1,765.50	1,353.00	1,353.00	0.00	0.00%	Standard	Normal	None
6	01/04/2022	Quarterly	Quarterly Admin/Capital Works Levy	1,765.50	1,765.50	1,353.00	1,353.00	0.00	0.00%	Standard	Normal	None
7	01/07/2022	Quarterly	Quarterly Admin/Capital Works Levy	1,765.50	1,765.50	1,353.00	1,353.00	0.00	0.00%	Standard	Normal	None
8	01/10/2022	Quarterly	Quarterly Admin/Capital Works Levy	1,806.75	1,806.75	1,311.75	1,311.75	0.00	0.00%	Standard	Normal	None
9	01/01/2023	Quarterly	Quarterly Admin/Capital Works Levy	1,806.75	1,806.75	1,311.75	1,311.75	0.00	0.00%	Standard	Normal	None

Current position: Unallocated prepayments \$0.00

Levy arrears & owner invoices due \$0.00

Interest on levy arrears \$0.00

Receipts

Date	Receipt no.	Subtype	Status	Source	Admin Fund		Capital Works Fund		Unallocated		Total amount	Cheque no.	Levy no.
					Paid	Interest	Paid	Interest	Paid				
15/03/2021	2558	Receipt	Banked		1,996.50	0.00	1,122.00	0.00	0.00		3,118.50		2
26/05/2021	2609	Receipt	Banked		1,996.50	0.00	1,122.00	0.00	0.00		3,118.50		3
06/09/2021	2679	Receipt	Banked		1,930.50	0.00	1,188.00	0.00	0.00		3,118.50		4
08/12/2021	2743	Receipt	Banked		1,765.50	0.00	1,353.00	0.00	0.00		3,118.50		5

The Owners - Strata Plan No 72040

Alba, 437-439 Bourke St, SURRY HILLS NSW 2010

Lot 11 Unit 10111 Mr Peter Cavanagh

UE / AE: 18.00 / 1,000.00

30/03/2022	2846	Receipt	Banked	1,765.50	0.00	1,353.00	0.00	0.00	3,118.50	6
25/07/2022	2945	Receipt	Banked	1,765.50	0.00	1,353.00	0.00	0.00	3,118.50	7
09/09/2022	2969	Receipt	Banked	1,806.75	0.00	1,311.75	0.00	0.00	3,118.50	8
09/01/2023	3056	Receipt	Banked	1,806.75	0.00	1,311.75	0.00	0.00	3,118.50	9



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Owner Ledger

Start Date: 01/01/2021
 End Date: 31/01/2025
 Owners: One only

The Owners - Strata Plan No 72457

Carpark, 443 Bourke St, SURRY HILLS NSW 2010

Lot 3 Unit CS Mr Peter Cavanagh

UE / AE: 1.00 / 248.00

Levies

Levy no.	Due date	Frequency	Details	Admin Fund		Capital Works Fund		Interest paid	Discount	Levy type	Status	Group
				Due	Paid	Due	Paid					
Balance brought forward				0.00		0.00						
1	01/01/2021	Quarterly	Quarterly Admin/Capital Works Levy	171.88	171.88	22.18	22.18	0.00	0.00%	Standard	Normal	None
2	01/04/2021	Quarterly	Quarterly Admin/Capital Works Levy	171.88	171.88	22.18	22.18	0.00	0.00%	Standard	Normal	None
3	01/07/2021	Quarterly	Quarterly Admin/Capital Works Levy	171.88	171.88	22.18	22.18	0.00	0.00%	Standard	Normal	None
4	01/10/2021	Quarterly	Quarterly Admin/Capital Works Levy	171.88	171.88	22.18	22.18	0.00	0.00%	Standard	Normal	None
5	01/01/2022	Quarterly	Quarterly Admin/Capital Works Levy	171.88	171.88	22.18	22.18	0.00	0.00%	Standard	Normal	None
6	01/04/2022	Quarterly	Quarterly Admin/Capital Works Levy	171.88	171.88	22.18	22.18	0.00	0.00%	Standard	Normal	None
7	01/07/2022	Quarterly	Quarterly Admin/Capital Works Levy	171.88	171.88	22.18	22.18	0.00	0.00%	Standard	Normal	None
8	01/10/2022	Quarterly	Quarterly Admin/Capital Works Levy	171.88	171.88	22.18	22.18	0.00	0.00%	Standard	Normal	None
9	01/01/2023	Quarterly	Quarterly Admin/Capital Works Levy	171.88	171.88	22.18	22.18	0.00	0.00%	Standard	Normal	None

Current position: Unallocated prepayments \$0.00

Levy arrears & owner invoices due \$0.00

Interest on levy arrears \$0.00

Receipts

Date	Receipt no.	Subtype	Status	Source	Admin Fund		Capital Works Fund		Unallocated		Total amount	Cheque no.	Levy no.
					Paid	Interest	Paid	Interest	Paid				
18/01/2021	8733	Receipt	Banked		171.88	0.00	22.18	0.00	0.00		194.06		1
15/03/2021	8825	Receipt	Banked		171.88	0.00	22.18	0.00	0.00		194.06		2
26/05/2021	8997	Receipt	Banked		171.88	0.00	22.18	0.00	0.00		194.06		3
06/09/2021	9239	Receipt	Banked		171.88	0.00	22.18	0.00	0.00		194.06		4

Lot 3 Unit CS Mr Peter Cavanagh

UE / AE: 1.00 / 248.00

06/12/2021	9469	Receipt	Banked	171.88	0.00	22.18	0.00	0.00	194.06	5
30/03/2022	9780	Receipt	Banked	171.88	0.00	22.18	0.00	0.00	194.06	6
25/07/2022	10052	Receipt	Banked	171.88	0.00	22.18	0.00	0.00	194.06	7
09/09/2022	10139	Receipt	Banked	171.88	0.00	22.18	0.00	0.00	194.06	8
09/01/2023	10415	Receipt	Banked	171.88	0.00	22.18	0.00	0.00	194.06	9

INTERIM REPORTS

for the financial year to 31/01/2023

Strata Plan 72040

Alba, 437-439 Bourke St, SURRY HILLS NSW 2010

Manager: Claire Wilson

Balance Sheet

Income & Expenditure Statement

Balance Sheet

As at 19/01/2023

The Owners - Strata Plan No 72040

Alba, 437-439 Bourke St, SURRY HILLS NSW 2010

	Current period
Owners' funds	
Opening Balance--Admin	5,808.01
Operating Surplus/Deficit--Admin	(28,832.48)
	(23,024.47)
Opening Balance--Capital Works	894,839.36
Operating Surplus/Deficit--Capital Works	48,139.56
	942,978.92
Net owners' funds	\$919,954.45
Represented by:	
Assets	
Cash at Bank	870,587.57
Deposits--Bank Guarantee	10,000.00
Receivable--Levies	59,594.41
Total assets	940,181.98
Less liabilities	
Creditor--GST	(88.56)
Deposits Received - Damage Bond	6,000.00
Prepaid Levies--Unallocated	14,316.09
Total liabilities	20,227.53
Net assets	\$919,954.45

Income & Expenditure Statement for the financial year-to-date 01/10/2022 to 19/01/2023

The Owners - Strata Plan No 72040

Alba, 437-439 Bourke St, SURRY HILLS NSW 2010

Administrative Fund

	Current period 01/10/2022-19/01/2023	Annual budget 01/10/2022-30/09/2023	Previous year 01/10/2021-30/09/2022
Revenue			
Certificate & Search Fees	62.00	0.00	1,213.00
Interest on Arrears--Admin	252.79	300.00	548.09
Interest--Bank	0.00	100.00	0.00
Levies Due--Admin	182,500.00	445,000.00	365,000.28
Recovery--Legal Fees	0.00	0.00	155.00
<i>Total revenue</i>	182,814.79	445,400.00	366,916.37
Less expenses			
Administration-Application Fee	0.00	300.00	0.00
Administration-Audit Fees	430.00	450.00	420.00
Administration-Bank-DEFT Process Fees	0.00	50.00	0.00
Administration-Income Tax	0.00	1,000.00	(538.00)
Administration-Legal Costs	740.08	0.00	0.00
Insurance-Premium	0.00	2,500.00	2,478.78
Maintenance-Electrical	0.00	1,000.00	0.00
Maintenance-Garbage Chute/Compactor	518.50	1,000.00	278.50
Maintenance-Lifts	448.00	12,900.00	12,810.18
Maintenance-Roof Certification	500.00	500.00	500.00
Management-Additional Fees	3,870.00	7,500.00	6,106.54
Management-Certificate Search Fees	0.00	0.00	1,213.00
Management-Combined fee	1,376.46	5,600.00	5,385.51
Management-Debt Recovery Fee	77.28	0.00	405.54
Management-Management Fee	2,701.41	12,500.00	10,517.22
Management-On Site-Management	3,613.62	13,700.00	13,701.05
Repairs-Electrical	659.00	2,500.00	1,150.00
Repairs-Electrical-Globes	0.00	250.00	0.00
Repairs-General	7,935.65	10,000.00	9,978.74
Repairs-Locks	276.73	500.00	487.03
Repairs-Plumbing	8,739.10	2,000.00	2,353.19
Repairs-Windows	890.00	5,000.00	2,528.18
Services-Cleaning-Carpet	0.00	1,200.00	1,200.00
Services-Cleaning-Contract	7,789.00	20,000.00	23,360.55
Services-Cleaning-Windows	0.00	12,000.00	12,000.00
Shared Costs-BMC Contribution Levy	147,330.23	322,044.30	263,364.60
Utilities-Electricity	3,162.21	15,000.00	13,951.60
Utilities-Water Use	20,590.00	0.00	0.00
<i>Total expenses</i>	211,647.27	449,494.30	383,652.21

Administrative Fund

	Current period	Annual budget	Previous year
	01/10/2022-19/01/2023	01/10/2022-30/09/2023	01/10/2021-30/09/2022
Surplus/Deficit	(28,832.48)	(4,094.30)	(16,735.84)
Opening balance	5,808.01	5,808.01	22,543.85
Closing balance	-\$23,024.47	\$1,713.71	\$5,808.01

Capital Works Fund

	Current period	Annual budget	Previous year
	01/10/2022-19/01/2023	01/10/2022-30/09/2023	01/10/2021-30/09/2022
Revenue			
Interest on Arrears--Capital Works	184.98	100.00	368.81
Interest--Bank	896.12	500.00	0.00
Levies Due--Capital Works	132,500.00	270,000.00	264,999.72
<i>Total revenue</i>	133,581.10	270,600.00	265,368.53
Less expenses			
Consulting-Fees	2,400.00	40,000.00	32,452.43
Replacements/New-Balconies & balustrades	(837.25)	50,000.00	(2,399.88)
Replacements/New-Cladding	57,279.89	574,000.00	166,813.87
Replacements/New-General	0.00	60,000.00	57,209.95
Replacements/New-Painting	0.00	50,000.00	3,000.00
Replacements/New-Plumbing-Water Penetration	0.00	10,000.00	440.00
Replacements/New-Windows	0.00	25,000.00	1,800.00
Shared Costs-BMC Contribution Levy	26,598.90	56,585.16	48,455.70
<i>Total expenses</i>	85,441.54	865,585.16	307,772.07
Surplus/Deficit	48,139.56	(594,985.16)	(42,403.54)
Opening balance	894,839.36	894,839.36	937,242.90
Closing balance	\$942,978.92	\$299,854.20	\$894,839.36



CERTIFICATE OF CURRENCY

To Whom It May Concern

Date: 23.04.22
Policy No.: 06S3243879
Type of Insurance: Residential Strata Insurance
Period Of Insurance: : From 4.00pm 16th April 2022
To 4.00pm 16th April 2023

This policy referred to is current at the date of issue of this certificate and whilst a due date has been indicated, it should be noted that the policy may be cancelled in the future. Accordingly, reliance should not be placed on the expiry date.

This is to certify cover has been granted in terms of the Insurers Standard Policy, a copy of which is available on request.

This certificate is not a substitute for the Policy of Insurance issued to you. The Policy, not this certificate, details your rights and obligations and the extents of your insurance cover.

Insured :	Strata Plan 72040	
Situation :	417-437 Bourke Street Surry Hills	NSW 2010
Section 1 :	Building including common contents	\$ Not Insured
	Loss of Rent/Temporary Accommodation (15%)	\$ Not Insured
	Catastrophe or Emergency (15%)	\$ Not Insured
	Additional Loss of Rent	\$ Not Insured
	Additional Catastrophe	\$ Not Insured
	Floating Floors	\$ Not Insured
Section 2 :	Glass	\$ Not Insured
Section 3 :	Theft	\$ Not Insured
Section 4 :	Liability	\$ 50,000,000
Section 5 :	Fidelity Guarantee	\$ 100,000
Section 6 :	Office Bearers Liability	\$ 20,000,000
Section 7 :	Voluntary Workers (Weekly/ Capital Benefit)	\$2000/200,000
Section 8 :	Government Audit Costs	\$ 25,000
Section 9 :	Legal Expenses	\$ 50,000
Section 10:	Workplace, Health & Safety Breaches	\$ 100,000
Section 11:	Machinery Breakdown	\$ Not Insured
Section 12:	Lot Owners Improvements (Per Lot)	\$ Not Insured
Section 13:	Workers Compensation	Not Insured
Excesses :		
Section 1	\$	Not Applicable
Section 2	\$	Not Applicable
Section 3	\$	Not Applicable

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



Strata Unit Underwriting Agency Pty Ltd
T/A Strata Unit Underwriters | ABN 30 089 201 534 | AFSL 246 719
Unit 5/263 Alfred Street, North Sydney, New South Wales 2060
info@suu.com.au | www.suu.com.au | T: 1300 668 066 | F: 1300 668 166

CERTIFICATE OF CURRENCY

Strata Plan 72040
(SUU NSW SQ728 0170838/002)

Fire Safety Statement



Part 12 of the Environmental Planning and Assessment (Development Certification and Fire Safety) Regulation 2021

Please note:

Information to assist building owners to complete each section of the statement is provided on pages 3, 4 and 5.

Section 1: Type of statement

This is (mark applicable box): an annual fire safety statement (complete the declaration at Section 8 of this form)
 a supplementary fire safety statement (complete the declaration at Section 9 of this form)

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

This statement applies to: the whole building part of the building

Address (Street No., Street Name, Suburb and Postcode)

417-419 BOURKE STREET, SURRY HILLS NSW 2010; 437 BOURKE STREET, SURRY HILLS NSW 2010; 425 BOURKE STREET, SURRY HILLS NSW 2010; 431-433 BOURKE STREET, SURRY HILLS NSW 2010; 443 BOURKE STREET, SURRY HILLS NSW 2010

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

STRATA PLAN 72979,
STRATA PLAN 72040,
STRATA PLAN 84303,
STRATA PLAN 73633,
STRATA PLAN 72457

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

THE OWNERS - STRATA PLAN NO 72979, THE OWNERS - STRATA PLAN NO 72040, THE OWNERS - STRATA PLAN NO 84303, THE OWNERS - STRATA PLAN NO 73633, THE OWNERS - STRATA PLAN NO 72457
C/- DYNAMIC PROPERTY SERVICES PTY LTD
LEVEL 25, 66 GOULBURN ST
SYDNEY NSW 2000

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

Full Name (Given Name/s and Family Name) *

THE OWNERS - STRATA PLAN NO 72979, THE OWNERS - STRATA PLAN NO 72040, THE OWNERS - STRATA PLAN NO 84303, THE OWNERS - STRATA PLAN NO 73633, THE OWNERS - STRATA PLAN NO 72457

* Where the owner is not a person/s but an entity including a company or trust insert the full name of that entity.

Address (Street No., Street Name, Suburb and Postcode)

417-419 BOURKE STREET, SURRY HILLS NSW 2010; 437 BOURKE STREET, SURRY HILLS NSW 2010; 425 BOURKE STREET, SURRY HILLS NSW 2010; 431-433 BOURKE STREET, SURRY HILLS NSW 2010; 443 BOURKE STREET, SURRY HILLS NSW 2010

Section 4: Fire safety measures

Fire safety measure	Minimum standard of performance	Date(s) assessed	APFS *
ACCESS PANELS, DOORS & HOPPERS TO FIRE RESISTING SHAFTS	BCA C3.13 & AS1905.1	13/10/2022	F054784A

417-419 BOURKE STREET, SURRY HILLS NSW 2010; 437 BOURKE STREET, SURRY HILLS NSW 2010; 425 BOURKE STREET, SURRY HILLS NSW 2010; 431-433 BOURKE STREET, SURRY HILLS NSW 2010; 443 BOURKE STREET, SURRY HILLS NSW 2010

Fire Safety Statement

Part 15 of the Environmental Planning and Assessment (Development Certification and Fire Safety) Regulation 2021



AUTOMATIC FAIL-SAFE DEVICES	BCA C3.4, SPEC C3.4, D2.19, D2.21 & RECOMMENDATIONS CONTAINED IN FIRE ENGINEERED SOLUTION REPORT #0005 JOB 80696/900 DATED FEB 02 PREPARED BY ARUP FIRE	14/09/2022	F054784A
AUTOMATIC FIRE DETECTION AND ALARM SYSTEM	BCA SPEC C3.4, E2.2 & SPEC E2.2A & AS1670.1, AS3786, AS1668.1 & RECOMMENDATIONS CONTAINED IN FIRE ENGINEERED SOLUTION REPORT #0005 JOB 80696/900 DATED FEB 02 PREPARED BY ARUP FIRE	16/09/2022	F054784A
AUTOMATIC FIRE SUPPRESSION (FAST RESPONSE SPRINKLERS)	BCA E1.5, SPEC E1.5 & AS2118.1, 4 & 6 & RECOMMENDATIONS CONTAINED IN FIRE ENGINEERED SOLUTION REPORT #0005 JOB 80696/900 DATED FEB 02 PREPARED BY ARUP FIRE	16/09/2022	F054784A
BUILDING OCCUPANT WARNING SYSTEM	BCA SPEC E2.2A	19/09/2022	F054784A
EMERGENCY LIGHTING	BCA E4.2, E4.4 & AS/NZS2293.1	03/11/2022	F054784A
EMERGENCY LIFTS	BCA E3.4 & AS1735.2	6/10/2022	F054345A
EMERGENCY WARNING AND INTERCOMMUNICATION SYSTEM	BCA E4.9 & AS2220.1 & 2 & RECOMMENDATIONS CONTAINED IN FIRE ENGINEERED SOLUTION REPORT #0005 JOB 80696/900 DATED FEB 02 PREPARED BY ARUP FIRE		F054784A
EXIT SIGNS	BCA E4.5, E4.6, E4.7, E4.8 & AS/NZS2293.1	03/11/2022	F054784A
FIRE CONTROL CENTRES AND ROOMS	BCA E1.8, SPEC E1.8 & RECOMMENDATIONS CONTAINED IN FIRE ENGINEERED SOLUTION REPORT #0005 JOB 80696/900 DATED FEB 02 PREPARED BY ARUP FIRE	7/09/2022	F054784A
FIRE BLANKET	AS3504	7/09/2022	F054784A
FIRE DAMPERS	BCA C3.12, C3.15 & AS1668.1 & 2 & AS1682.1 & 2 & RECOMMENDATIONS CONTAINED IN FIRE ENGINEERED SOLUTION REPORT #0005 JOB 80696/900 DATED FEB 02 PREPARED BY ARUP FIRE	26/10/2022	F052429A
FIRE DOORS	BCA C3.4, C3.11 & AS/NZS1905.1	7/09/2022	F054784A
FIRE HYDRANT SYSTEMS	BCA E1.3 & AS2419.1	7/09/2022	F054784A
FIRE SEALS PROTECTING OPENINGS IN FIRE RESISTING COMPONENTS OF THE BUILDING	BCA C3.12, C3.15, SPEC C3.15 & AS1530.4	13/10/2022	F054784A
HOSE REEL SYSTEM	BCA E1.4 & AS2441	13/10/2022	F054784A
LIGHTWEIGHT CONSTRUCTION	BCA C1.8, SPEC C1.8, A2.3 & AS1530.4	13/10/2022	F054784A
MECHANICAL AIR HANDLING SYSTEMS	BCA E2.2, SPEC E2.2A, SPEC E2.2B & AS/NZS 1668.1 & RECOMMENDATIONS CONTAINED IN FIRE ENGINEERED SOLUTION REPORT #0005 JOB 80696/900 DATED FEB 02 PREPARED BY ARUP FIRE	26/10/2022	F052429A

Fire Safety Statement

Part 15 of the Environmental Planning and Assessment (Development Certification and Fire Safety) Regulation 2021



PATHS OF EGRESS REQUIRED BY ALTERNATIVE SOLUTION	PATHS OF TRAVEL VIA GROUND FLOOR LOBBY & GARAGE TO COMPLY WITH D2.21	3/11/2022	F054784A
PRESSURING SYSTEM	BCA E2.2 & AS 1668.1 & RECOMMENDATIONS CONTAINED IN FIRE ENGINEERED SOLUTION REPORT # 0005JOB 80696/900 DATED FEB 02 PREPARED BY ARUP FIRE	26/10/2022	F052429A
PORTABLE FIRE EXTINGUISHERS	BCA E1.6 & AS2444	3/11/2022	F054784A
SMOKE CONTROL SYSTEM	BCA E2.2, SPEC E2.2B & AS1668.1 & RECOMMENDATIONS CONTAINED IN FIRE ENGINEERED SOLUTION REPORT #0005 JOB 80696/900 DATED FEB 02 PREPARED BY ARUP FIRE	26/10/2022	F052429A
SMOKE DAMPERS	BCA E2.2 & RECOMMENDATIONS CONTAINED IN FIRE ENGINEERED SOLUTION REPORT #0005 JOB 80696/900 DATED FEB 02 PREPARED BY ARUP FIRE	26/10/2022	F052429A
SMOKE DOORS	BCA SPEC C3.4 & RECOMMENDATIONS CONTAINED IN FIRE ENGINEERED SOLUTION REPORT #0005 JOB 80696/900 DATED FEB 02 PREPARED BY ARUP FIRE	3/11/2022	F054784A
SMOKE DETECTORS AND HEAT DETECTORS	BCA E2.2 & SPEC E2.2A & AS1668.1, AS1670.1, AS3786 & RECOMMENDATIONS CONTAINED IN FIRE ENGINEERED SOLUTION REPORT #0005 JOB 80696/900 DATED FEB 02 PREPARED BY ARUP FIRE	3/11/2022	F054784A
FIRE ENGINEERED SOLUTION: FIRE SAFETY STRATEGY & ASSESSMENT	RECOMMENDATIONS CONTAINED IN FIRE ENGINEERED SOLUTION REPORT #0005 JOB 80696/900 DATED FEBRUARY 02 PREPARED BY ARUP FIRE	3/11/2022	F054784A
FIRE ENGINEERED SOLUTION: SMOKE SEALS	RECOMMENDATIONS CONTAINED IN FIRE ENGINEERED SOLUTION REPORT #0005 JOB 80696/900 DATED FEBRUARY 02 PREPARED BY ARUP FIRE	3/11/2022	F054784A
FIRE ENGINEERED SOLUTION, FIRE SAFETY MANAGEMENT INCLUDING ENFORCEMENT OF MANAGEMENT BY-LAWS REGARDING RESTRICTION OF COMBUSTIBLES	RECOMMENDATIONS CONTAINED IN FIRE ENGINEERED SOLUTION REPORT #0005 JOB 80696/900 DATED FEBRUARY 02 PREPARED BY ARUP FIRE	3/11/2022	F054784A
FIRE ENGINEERED SOLUTION, FIRE SAFETY MANAGEMENT INCLUDING EASEMENT TO SOUTHERN BOUNDARY	RECOMMENDATIONS CONTAINED IN FIRE ENGINEERED SOLUTION REPORT #0005 JOB 80696/900 DATED FEBRUARY 02 PREPARED BY ARUP FIRE	3/11/2022	F054784A
FIRE ENGINEERED SOLUTION, ADDENDUM 1 LIFT MOTOR ROOM EXIT STAIR WIDTH	RECOMMENDATIONS CONTAINED IN FIRE ENGINEERED SOLUTION REPORT #0005 JOB 80696/900 DATED 12 NOVEMBER 02 PREPARED BY ARUP FIRE	3/11/2022	F054784A
FIRE ENGINEERED SOLUTION, ADDENDUM 2 OMIT SMOKE PROOF DOORS IN CORRIDORS GREATER THAN 40M IN LENGTH	RECOMMENDATIONS CONTAINED IN FIRE ENGINEERED SOLUTION REPORT #0005 JOB 80696/900 DATED 21 NOVEMBER 02 PREPARED BY ARUP FIRE	3/11/2022	F054784A

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FIRE ENGINEERED SOLUTION, ADDENDUM 3 LOCATION OF STAIR PRESSURISATION EXHAUST INTAKE	RECOMMENDATIONS CONTAINED IN FIRE ENGINEERED SOLUTION REPORT #0005 JOB 80696/900 DATED 9 DECEMBER 03 PREPARED BY ARUP FIRE	26/10/2022	F052429A
FIRE ENGINEERED SOLUTION, ADDENDUM SINGLE EXIT FROM LEVEL 10 BUILDING 1 PLANT ROOM	RECOMMENDATIONS CONTAINED IN FIRE ENGINEERED SOLUTION REPORT #0005 JOB 80696/900 DATED 22 APRIL 03 PREPARED BY ARUP FIRE	3/11/2022	F054784A
FIRE ENGINEERED SOLUTION, ADDENDUM 4 DELETION OF SPRINKLERS FROM LIFT MOTOR ROOM	RECOMMENDATIONS CONTAINED IN FIRE ENGINEERED SOLUTION REPORT #0005 JOB 80696/900 DATED 26 FEBRUARY 04 PREPARED BY ARUP FIRE	3/11/2022	F054784A
FIRE ENGINEERED SOLUTION, ADDENDUM FIRE HAZARD INDICES OF BUILDING 3 LOBBIES	RECOMMENDATIONS CONTAINED IN FIRE ENGINEERED SOLUTION REPORT #0005 JOB 80696/900 DATED 28 JUNE 04 PREPARED BY ARUP FIRE	3/11/2022	F054784A
FIRE ENGINEERED SOLUTION, ADDENDUM BUILDING 3 SHAFT WALL ENCLOSURE	RECOMMENDATIONS CONTAINED IN FIRE ENGINEERED SOLUTION REPORT #0005 JOB 80696/900 DATED 28 JUNE 04 PREPARED BY ARUP FIRE	3/11/2022	F054784A
FIRE ENGINEERED SOLUTION, BUILDING 5 FIRE PROPERTIES OF HELIOSCREENS	RECOMMENDATIONS CONTAINED IN FIRE ENGINEERED SOLUTION REPORT REF.80996-91JP DATED 7 OCTOBER 04	3/11/2022	F054784A
HYDRANT SYSTEM REQUIRING 2 LENGTHS OF HOSE TO PROVIDE COVERAGE TO THE LEVEL 09 APARTMENT	FIRE ENGINEERING REPORT PREPARED BY OLSSON FIRE & RISK PTY LTD, REPORT REF. NO.S13052 REV 2.1 DATED 14/02/14	3/11/2022	F054784A
REDUCED FRL OF LOADBEARING ELEMENTS TO LEVEL TO AN FRL OF 60/60/60	FIRE ENGINEERING REPORT PREPARED BY OLSSON FIRE & RISK PTY LTD, REPORT REF. NO.S13052 REV 2.1 DATED 14/02/14	3/11/2022	F054784A
WARNING AND OPERATIONAL SIGNS "USE TWO LENGTHS OF HOSE FOR COVERAGE TO LEVEL 10" TO BE PROVIDED AT HYDRANT BOOSTER LOCATION AND HYDRANT LANDING VALVE	FIRE ENGINEERING REPORT PREPARED BY OLSSON FIRE & RISK PTY LTD, REPORT REF. NO.S13052 REV 2.1 DATED 14/02/14	3/11/2022	F054784A
MANAGEMENT IN USE PLAN	FIRE ENGINEERING REPORT PREPARED BY OLSSON FIRE & RISK PTY LTD, REPORT REF. NO. S13052 REV 2.1 DATED 14/02/14	3/11/2022	F054784A
FIRE ENGINEERED SOLUTION REPORT (TENANCY 14)	FIRE SAFETY STRATEGY REPORT NO.003 MF FSSAR DRAFT B DATED 20 JUNE 2004	3/11/2022	F054784A

* See notes on page 4 about how to correctly identify an accredited practitioner (fire safety) (APFS). Also, new rows can be added if required.

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

Part of the building inspected	Date(s) inspected	APFS *
ALL EXITS AND PATHS OF TRAVEL	14/9/2022	F054784A

* See notes on page 4 about how to correctly identify an accredited practitioner (fire safety) (APFS). Also, new rows can be added if required.

Fire Safety Statement

Part 15 of the Environmental Planning and Assessment (Development Certification and Fire Safety) Regulation 2021



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

Full name (Given Name/s and Family Name)	Address	Phone	APFS*	Signature
Daniel Hall	125 Regent Street, Chippendale	0422 221 886	F054784A	
Craig Punnett	Suite 205, 460 Pacific Hwy, St Leonards NSW 2065	0400 354 585	F054345A	
Robert Darke	301/326 Military Road Neutral Bay NSW 2088 robert@signetair.com.au	0418 219 092	F052429A	

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

Section 7: Details of the person making the declaration in section 8 or 9

Full name (Given Name/s and Family Name)

Dean Mack

Organisation (if applicable)

Greencliff

Title/Position (if applicable)

Facilities Manager

Address (Street No, Street Name, Suburb and Postcode)

417-439 Bourke Street Surry Hills NSW 2010

Phone

02 8354 0496

Email

buildingmanager@stmargarets.com.au

The person making the declaration in section 8 or 9 must not be an APFS listed in section 6 or their employer/employee or direct associate.

Section 8: Annual fire safety statement declaration

I, _____ (insert full name) being the: owner owner's agent

declare that:

- each essential fire safety measure specified in this statement has been assessed by an accredited practitioner (fire safety) as capable of performing:
 - for an essential fire safety measure specified in the fire safety schedule, to a standard no less than that specified in the schedule, or
 - for an essential fire safety measure applicable to the building but not specified in the fire safety schedule, to a standard no less than that to which the measure was originally designed and implemented, and
- the building has been inspected by an accredited practitioner (fire safety) and was found, when it was inspected, to be in a condition that did not disclose grounds for a prosecution under Part 15 of the Regulation.

Owner/Agent Signature

Date issued

4/11/22

Section 9: Supplementary fire safety statement declaration

I, [Click here](#) _____ (insert full name) being the: owner owner's agent

declare that each critical fire safety measure specified in this statement has been assessed by an accredited practitioner (fire safety) as capable of performing to at least the standard required by the current fire safety schedule for the building.

Owner/Agent Signature

Date issued

Fire Safety Statement



Information to help building owners complete the Fire Safety Statement form

Note:

- A fire safety statement for a building must not be issued unless the statement is accompanied by a fire safety schedule for the building in accordance with the Regulation.
- The building owner(s) are also responsible for ensuring that essential fire safety measures are maintained in accordance with section 81 of the Regulation. An agent cannot be made responsible for this requirement.

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 (Development Certification and Fire Safety) Regulation 2021*.
- An 'APFS' is an accredited practitioner (fire safety) as defined in the Dictionary in 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 need to be emailed to Fire and Rescue NSW at afss@fire.nsw.gov.au. 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 ensure a copy (together with a copy of the current fire safety schedule) is displayed in a prominent location within the building.
- Further information about building fire safety is available on the 'Fire safety in buildings' 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 Part 12 of the Regulation and relates to each essential fire safety measure that applies to the building.
- A supplementary fire safety statement is issued under Part 12 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.
- The statutory fire safety measures are listed in section 79 of the Regulation.
- 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 the Dictionary in 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 APFS who assessed a fire safety measure listed in section 4 must be nominated against the relevant measure(s) in the column titled 'APFS'. If the APFS is not required to hold accreditation, the name of the APFS must be listed. Further information relating to the accreditation of practitioners is provided at section 6.

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

- This section applies only to an annual fire safety statement.
- The purpose of this section is to identify that an APFS has inspected the fire safety notices, fire exits, fire exit doors and the paths of travel to fire exits in the building or part of the building and found there has been no breach of Part 15 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 APFS who inspected the whole or part of the building listed in section 5 must be nominated against the relevant part in the column titled 'APFS'. Further information relating to the accreditation of practitioners is provided at section 6.

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

- An APFS 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).
- The purpose of this section is to record the name, address and contact details of each APFS 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 APFS listed in the table must also sign the fire safety statement. Alternatively, an APFS could provide the building owner or agent with a separate signed document to indicate their assessment of the fire safety measure/s and the relevant standard of performance. In addition, where the relevant practitioner that inspected the matters in section 5 did not sign the fire safety statement, they would need to address section 5 in a separately signed document.
- A building owner must select an APFS from a register of practitioners accredited under an approved industry accreditation scheme. The accreditation number of each relevant APFS must be listed on the form.
- If the building owner has determined the competence of a person to act as a APFS because the Commissioner for Fair Trading is satisfied there are no practitioners accredited under an industry approved accreditation scheme to assess a specific fire safety measure and has authorised the owner to do so, there is no requirement to include an accreditation number on the form.
- Further information about the approved industry accreditation schemes can be found on the 'Fire safety practitioners' page of the NSW Fair Trading website at www.fairtrading.nsw.gov.au.

Section 7: Details of the person making the declaration in section 8 or 9

- The purpose of this section of the form is to detail the name, address and contact details of the person who is making the required declaration 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 makes the required declaration 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 making the required declaration as a representative of the organisation must have the appropriate authority to do so.
- Where a person makes the required declaration 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 make the required declaration, however each of the other owners must authorise that owner to act as their agent.
- The person making the required declaration must not be an APFS who is listed in section 6 or their employer/employee or direct associate. This recognises the different roles and responsibilities for building owner(s) and the APFS 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 an APFS. This ensures that building owners, who are ultimately responsible, remain engaged in the fire safety statement process.

- In addition, only the building owner(s) can determine that a person is competent to perform the fire safety assessment functions where there is no person who holds accreditation.

Section 8: Annual fire safety statement declaration

- The person completing this section is the person who is making the required declaration for the annual fire safety statement in accordance with section 88 of the Regulation and is the same person as detailed in section 7. The person making this required declaration must identify if they are the owner or the owner's agent.
- **In making the required declaration, 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 an APFS 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 APFS to verify that the standard of performance has been met, prior to completing the form.**
- The person who makes the required declaration by completing section 8 or section 9 of the form must not be an APFS who was involved in the assessment of any of the fire safety measures, or inspection of the building for the purposes of the statement, or their employer/employee or direct associate. 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 making the required declaration for the supplementary fire safety statement in accordance with section 90 of the Regulation and is the same person as detailed in section 7. The person making this required declaration 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.

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Dynamic Property Services Pty Ltd

Level 25, 66-68 Goulburn Street
Sydney NSW 2000

T (02) 9267 6334

E enquiries@dynamicproperty.com.au

ABN 67 002 006 760

**To all Owners
By Email & Post**

**MINUTES OF THE ANNUAL GENERAL MEETING
STRATA PLAN: 72040
ALBA | 437-439 BOURKE STREET, SURRY HILLS**

DATE, PLACE & TIME OF MEETING:	The Annual General Meeting of The Owners - Strata Plan No: 72040 was held on Tuesday, 19 November 2019 in the Community Meeting Room on Carpark Level B0 at 443 Bourke Street, Surry Hills. The meeting commenced at 7:00pm.
PRESENT:	Matthew McGrane (Lot 16), Hannah Hesse (Lot 25), Eva Caprile (Lot 37), Julie Schelfhaut & Mathieu Liminana (Lot 39), Miles Drury (Lot 47) and Jacki Bescic (Lot 51)
PRESENT BY PROXY:	Lot 3 to Matthew McGrane Lots 5 & 23 to Chairperson Lots 36 & 52 to Michael Hesse
IN ATTENDANCE:	Michael Hesse Heitor Castello & Remo Antonucci (Greencliff Facilities Management) Patrick van Oort (Dynamic Property Services)
CHAIRPERSON:	Patrick van Oort (by invitation)
INELIGIBLE PROXIES:	Nil
UNUSED PROXIES (DUE TO QUOTA RESTRICTIONS)	Nil
APOLOGIES:	Dominic Ng (Lot 36)

QUORUM:**Chairperson's declaration regarding the absence of a quorum:**

At the scheduled time for the meeting to commence of 6:30pm, the Chairperson noted that a quorum was not present for the meeting to continue. The lack of quorum continued for the next half-hour at which point, the Chairperson declared, pursuant to Clause 17(4)(b) of Schedule 1 to the Act, that those present either personally or by duly appointed proxy and who are entitled to vote on the motion would now constitute a quorum for the purposes of considering the outstanding motions or business of the meeting. The majority of those present at the meeting supported this declaration by the Chairperson.

1. MINUTES:

Resolved that the minutes of the last General Meeting of the Owners Corporation, held on 17 September 2019, be confirmed as a true record of the proceedings of that meeting.

2. ACCOUNTING RECORDS AND BUDGET:

2.1 **Resolved** that the audited financial statements including the statement of key financial information for the period 1 October 2018 to 30 September 2019 be tabled and adopted.

2.2 **Resolved** that estimated receipts and payments (budget) for the Administrative Fund and the Capital Works Fund be tabled and adopted.

3. CONTRIBUTIONS:

3.1 **Resolved** that contributions to the Administrative Fund are estimated in accordance with Section 79 (1) of the Act and determined in accordance with Section 81 (1) of the Act at \$350,000.00 plus GST in instalments set out in the table below:

Instalment	Due date	Administrative	GST	Total
1 (already invoiced)	01 October 2019	\$85,000.00	\$8,500.00	\$93,500.00
2	01 January 2020	\$88,333.33	\$8,833.33	\$97,166.67
3	01 April 2020	\$88,333.33	\$8,833.33	\$97,166.67
4	01 July 2020	\$88,333.33	\$8,833.33	\$97,166.67
TOTALS		\$350,000.00	\$35,000.00	\$385,000.00

3.2 **Resolved** that contributions to the Capital Works Fund are estimated in accordance with Section 79 (2) of the Act and determined in accordance with Section 81 (1) of the Act at \$280,000.00 plus GST in instalments set out in the table below:

Instalment	Due date	Capital	GST	Total
1 (already invoiced)	01 October 2019	\$64,625.00	\$6,462.50	\$71,087.50
2	01 January 2020	\$71,791.67	\$7,179.17	\$78,970.83
3	01 April 2020	\$71,791.67	\$7,179.17	\$78,970.83
4	01 July 2020	\$71,791.67	\$7,179.17	\$78,970.83
TOTALS		\$280,000.00	\$28,000.00	\$308,000.00

3.3 **Resolved** that the Administrative Fund and Capital Works Fund contributions be continued at quarterly intervals commencing on 1 October 2020 until further determined:

Administrative Fund

Due date	Amount excl. GST	GST	Amount incl. GST
1 October 2020	\$87,500	\$8,750	\$96,250

Capital Works Fund

Due date	Amount excl. GST	GST	Amount incl. GST
1 October 2020	\$70,000	\$7,000	\$77,000

4. INSURANCE:

4.1 **Resolved** that the Owners Corporation confirm that the following insurance policies are confirmed as being currently in place:

Current Insurance Details

INSURANCE CO.	TYPE OF POLICY	POLICY NO.	COVER	EXCESS	DUE DATE
BMC					
Chubb Insurance Company of Australia	Building & Common Contents	93207709	\$182,288,840.00	\$2,500.00	16/04/2020
	Loss of Rent/Temporary Accommodation		\$45,121,000.00	\$2,500.00	
	Declared Catastrophe Extension		\$27,072,600.00	\$2,500.00	
	General Liability		\$50,000,000.00	\$1,000.00	
	Crime Insurance		\$100,000.00	\$1,000.00	
	Management Committee Liability		\$20,000,000.00	\$1,000.00	
	Voluntary Workers		500,000/2,000	\$0.00	
	Professional Expenses		\$30,000.00	\$1,000.00	
	Appeal Expenses		\$150,000.00	\$1,000.00	
	BMC Equipment Breakdown				
Vero Insurance	Equipment Breakdown & Business Interruption	MEB012955290	\$100,000,000.00	\$2,500.00	16/04/2020
	Business Interruption		\$27,072,600.00	\$0.00	
Strata					
Chubb Insurance Company of Australia	General Liability	93207710	\$50,000,000.00	\$1,000.00	16/04/2020
	Crime Insurance		\$100,000.00	\$1,000.00	
	Management Committee Liability		\$20,000,000.00	\$1,000.00	
	Voluntary Workers		500,000/200,000	\$0.00	
	Professional Expenses		\$30,000.00	\$1,000.00	
	Appeal Expenses		\$150,000.00	\$1,000.00	

Date on which the premium(s) were last paid: 12 April 2019.

(Additional Insurances)

4.2 **Defeated** that the insurances of the Owners Corporation be extended to include any additional optional (non-statutory) insurances not listed in the table above.

(Workers Compensation Insurance)

4.3 **Resolved** that the Owners Corporation confirm that it does NOT employ workers with annual wages exceeding \$7,500 and therefore will not require workers compensation insurance for the coming year.

5. VALUATION (INSURANCE):

- 5.1 **Resolved** that the property of the Strata Scheme be re-valued for insurance purposes, with the last valuation being undertaken on 28 January 2019.
- 5.2 **Resolved** that, in the case where a valuation for insurance purposes is obtained, Dynamic Property Services be instructed to update the sum insured pursuant to the valuation received (noting that the valuation amount may be greater or less than the existing sum insured).
- 5.3 **Resolved** that, in the case where a valuation for insurance purposes is **not** obtained, the Owners Corporation determine whether their sum insured at renewal is to be based on expiring sums insured, insurer's suggested values (where applicable) or other determined amount.
- 5.4 **Resolved** that the Owners Corporation;
- (a) acknowledges that the loss of rent cover only benefits lot owners, not tenants, and
 - (b) considers having loss of rent cover and sum insured value reviewed and/or valued by a company appointed by the strata committee.

6. COMMISSIONS AND TRAINING SERVICES:

Resolved that the Owners Corporation notes a report by the Strata Managing Agent, in the agenda explanatory note, in regard to the commissions that have been paid and training services received in the last year and those commissions likely to be paid and training services provided to the Strata Managing Agent in the coming year.

7. AUDITOR:

Resolved that an auditor be appointed for the Owners Corporation for the period 1 October 2019 to 30 September 2020 and the Strata Committee be delegated the authority to appoint the auditor.

8. CAPITAL WORKS FUND PLAN:

Resolved that Leary & Partners be appointed to prepare a 10-year Capital Works Fund plan pursuant to acceptance of the quote attached to this notice.

9. RESTRICTED MATTERS:

Resolved that there be no additional restrictions placed on the Strata Committee other than those currently imposed by Section 36 (3) of the Act.

10. COMPLIANCE:

Motions:

10.1 Annual Fire Safety Statement:

- (a) **Resolved** that the Owners Corporation considers the Annual Fire Safety Statement and determine any action required.
- (b) **Resolved** that the Owners Corporation authorise the Strata Managing Agent, Building Manager or Strata Committee to sign such documents as may be necessary in relation to the lodgement of the next Annual Fire Safety Statement (completed by a competent fire safety practitioner in accordance with the Environmental Planning and Assessment Amendment (Fire Safety and Building Certification) Regulation 2017). This includes, but is not limited to, executing the Annual Fire Safety Statement and any other associated documents specific to Council requirements and includes affixing the common seal of the Owners Corporation in accordance with Section 273 of the Act if required.

10.2 Lifts:

- (a) **Resolved** that the Owners Corporation resolves to obtain an Annual Safe To Operate/Maintenance Certificate via the currently lift maintenance contractor for the purposes of registration of the lifts with Safe Work NSW.
- (b) **Resolved** that following receipt of the afore mentioned Annual Safe To Operate/Maintenance Certificate the Owners Corporation authorise the Strata Managing Agent, Building Manager or Strata Committee to sign such documents as may be necessary in relation to the lodgement of lift registration documentation with Safe Work.
- (c) **Resolved** that the Owners Corporation obtain a Hazard and Risk Assessment (required once only for commercial and residential strata plans. This may also be required again in circumstances where upgrades take place, or the plant is significantly altered).

10.3 Safety Audit Report:

- (a) **Resolved** that the Owners Corporation review the Safety Audit report prepared by Integrated Consultancy Group on 12 September 2016 and that quotes be obtained for a new report.

10.4 Asbestos Survey:

- (a) **Defeated** that the Owners Corporation appoint a consultant to undertake an asbestos survey and that survey include the inspection of the common property roof cavity for the existence of loose-fill asbestos insulation (including the establishment of an asbestos register and management plan if asbestos is found in the scheme).

10.5 Window Locks and Safety Devices:

- (a) **Resolved** that The Owners – Strata Plan No: 72040, undertakes an inspection and obtain certification of all window safety devices previously installed to windows within the strata scheme to ensure the Owners Corporation comply with their obligations pursuant to *section 118 of the Strata Schemes Management Act 2015 and Regulation 30 of the Strata Schemes Regulations 2016* and that the appointment of an appropriately qualified third party to undertake this inspection be delegated to the Strata Committee.

10.6 Cladding:

- (a) **Resolved** that an update be provided in relation to status and progress of any actions arising from combustible cladding within the building and the Tender Report – Cladding Contractors, prepared by Mark Bullen Architects dated 28 October 2019 be tabled and received.
- (b) The Tender Report prepared by Mark Bullen Architects dated 15 October 2019 for façade engineering services to address the Aluminium Composite Cladding issues was tabled and received.
- (c) Michael Hesse as proxy holder for Lot 52 moved an amendment to the motion as per the agenda so that the quoted amount reads:

Stage A: \$23,200 plus GST only, noting that Stage B is unknown at this point in time.

Upon being put to the vote, the amendment was carried.

Resolved that the fee proposal from Rickard Engineering dated 13 September 2019 in the amount of **\$23,200 plus GST** for the provision of façade engineering services (**Stage A only**) be accepted.

11. GST REGISTRATION:

Resolved that the Owners Corporation resolves to confirm its current GST registration.

12. ENGAGEMENT OF CONTRACTORS:

Resolved that the Owners Corporation acknowledges that the Strata Managing Agent will not issue a Work Order or engage any contractors for the provision of any goods or services, unless they have complied with the minimum requirements set out in the table below.

<p>Minimum requirements (as aligned to the recommended criteria as advised by Safe Work Australia)</p>	<ul style="list-style-type: none"> • Must be registered as a business for tax purposes in Australia • Must have a minimum \$10 million Public & Product Liability Insurance (in respect of each and every occurrence and unlimited in aggregate for any one period of cover) • Must have a minimum \$1 million Professional Indemnity Insurance (where applicable) • Must have Statutory Workers Compensation Insurance for all employees or Personal and Accident Insurance as a Sole Trader • Must hold all licences as relevant to services provided • Must have an established Quality Management system (Consultants only) • Must have an established Health & Safety Management system • Must accept PICA Terms and Conditions of engagement and Business Code of Conduct.
<p>Definitions:</p>	<ul style="list-style-type: none"> • Contractor: means a person or organisation that is engaged, on a temporary basis, to undertake a particular task and includes consultants who provide recommendations and/or specialist professional advice. • Work Order: means a written order providing specific or blanket authorisation to a contractor to proceed with the provision of specific goods or services without further instructions.

13. LEVY COLLECTION PROCEDURES:

Resolved that the Owners - Strata Plan No: 72040, for the purpose of collecting levy contributions, interest and recovery costs thereon and pursuant to the *Act* (including Section 103 of the *Act*), authorise the Strata Managing Agent and/or the Strata Committee to do any of the following:

- a. Levy Recovery Step 1: issue a reminder levy notice after 35 days from the levy due date;
- b. Levy Recovery Step 2: issue 1st levy recovery letter after 60 days from the levy due date;
- c. Levy Recovery Step 3: issue 2nd levy recovery letter after 90 days from the levy due date;
- d. Levy Recovery Step 4: after 106 days after the original date the levy was due, and where the debt is in excess of \$750.00, appoint the services of a debt collection agency, obtain legal advice and/or retain legal representation of solicitors, barristers and/or experts on behalf of The Owners – Strata Plan No: 72040 to issue a letter of demand and/or to commence, pursue, continue or

defend any court, tribunal or any other proceedings against any lot owner, mortgagee in possession and/or former lot owner in relation to all matters arising out of the recovery of levy contributions and the recovery of other debts, including penalties, interest, legal and other costs;

- e. Approve Payment Plans generally or for specific lot owners;
- f. Enforce any judgment obtained in the collection of levy contributions including commencing and maintaining bankruptcy or winding up proceedings;
- g. Filing an appeal or defending an appeal against any judgment concerning the collection of levy contributions; and,
- h. Liaise, instruct and prepare all matters with the Owners Corporation's debt collection agents, lawyers and/or experts in relation to any levy recovery proceedings.

14. STRATA COMMITTEE:

14.1 Written and oral nominations were received at this meeting for election to the Strata Committee as follows:

Nominee	Nominee's Lot	Nominated by Lot	Method of Nomination	Method of Acceptance
Matthew McGrane Co-owner	16	nominated by lot 16 Bradley Rodgers Co-owner	Written	Verbal
Dominic Ng Sole owner	36	Self-nominated	Written	Written
Eva Caprile Co-owner	37	nominated by lot 37 Leigh Jackson Co-owner	Written	Verbal
Neil Wesley Co-owner	49	nominated by lot 49 Mark Nevin Co-owner	Written	Written
Jacki Brescic	51	Self-nominated	Written	Verbal
Michael Hesse Non-owner	N/A	nominated by lot 25 Hugo Hesse Sole owner	Written	Verbal

14.2 No candidate for election to the Strata Committee disclosed any "connections" with the original owner (developer) or Building Manager in accordance with the Act.

14.3 **Resolved** that the number of members of the Strata Committee be **six (6)**.

14.4 **Resolved** that the following members of the Strata Committee be elected:

NAME	LOT
Matthew McGrane	16
Dominic Ng	36
Eva Caprile	37
Neil Wesley	49
Jacki Brescic	51
Michael Hesse	N/A

15. APPOINTMENT OF BMC REPRESENTATIVES:

15.1 In accordance with Clause 3 (4) of Schedule 4 of the Strata Schemes Development Act 2015, the Owners Corporation **SPECIALLY RESOLVED** to appoint **Dominic Ng** as its Representative to the Building Management Committee constituted under that Act and the Strata Management Statement.

Total Unit Entitlements (UE) of votes cast on this motion were: **250**

Unit Entitlement Votes cast FOR the Motion were: **250**

Unit Entitlement Votes cast AGAINST the Motion were: **Nil**

As not more than 25% of the Unit Entitlements were cast against the motion, it was **SPECIALLY RESOLVED**.

15.2 In accordance with Clause 3 (4) of Schedule 4 of the Strata Schemes Development Act 2015, the Owners Corporation **SPECIALLY RESOLVED** to appoint Matthew McGrane as its Substitute Representative to the Building Management Committee constituted under that Act and the Strata Management Statement.

Total Unit Entitlements (UE) of votes cast on this motion were: **250**

Unit Entitlement Votes cast FOR the Motion were: **250**

Unit Entitlement Votes cast AGAINST the Motion were: **Nil**

As not more than 25% of the Unit Entitlements were cast against the motion, it was **SPECIALLY RESOLVED**.

16. LEGAL ADVICE/REPRESENTATION:

Resolved that the Owners Corporation, pursuant to section 103 of the Strata Schemes Management Act 2015, retain J.S. Mueller & Co. Lawyers to act for the Owners Corporation in connection with the claim made by the owners of lot 44 for repairs and compensation including providing legal advice, meeting with the representatives of the Owners Corporation, engaging in all necessary communications with those representatives and the owners of lot 44 or their legal representatives and, if necessary, representing the Owners Corporation at any mediation and any proceedings commenced by the owners of lot 44 against the Owners Corporation in a Court or the NSW Civil and Administrative Tribunal on the terms of that firm's costs agreement and email issued on 29 October 2019 and to authorise and direct the Managing Agent to give instructions to J.S.Mueller & Co. Lawyers in connection with the claim made by the owners of lot 44.

17. BUILDING MANAGEMENT CONTRACT:

Resolved that the proposal from Greencliff Realty Pty Ltd for building management services to the building at a cost of \$1,090 plus GST per month for a 3-year term be accepted and the Managing Agent be instructed to execute contracts.

18. NEXT GENERAL MEETING DATE:

Resolved that the next Annual General Meeting be set for November 2020 commencing at 6.30pm in the Community Meeting Room on Carpark Level B0 at 443 Bourke Street, Surry Hills unless otherwise determined by the Strata Committee.

CLOSURE: There being no further business, the chairperson declared the meeting closed at 7:40pm.

Signed

Date

**MINUTES OF THE ANNUAL GENERAL MEETING
THE OWNERS - STRATA PLAN 72040
'ALBA'
437 - 439 BOURKE STREET, SURRY HILLS NSW 2010**

DATE, PLACE & TIME OF MEETING:

The Annual General Meeting of The Owners - Strata Plan No. 72040 was held electronically by video/teleconference on 17 November 2020. The meeting commenced at 6:30pm.

***Note:** Pursuant to Regulation 14 of the Strata Schemes Management Regulation 2016 (NSW) the strata committee have resolved to hold this meeting via video/teleconference.*

PRESENT VIA TELECONFERENCE:

Matthew McGrane (Lot 16), Dominic Ng (Lot 36), Neil Wesley (Lot 49), Hannah Hesse (Lot 25), Jacki Brescic (Lot 51), Eva Caprile (Lot 37), Stephen Chow (Lot 20), Daniel Stokes-McKeon (Lot 35)

IN ATTENDANCE:

Michael Hesse
Heitor Castello (Greencliff)
Patrick van Oort (Dynamic Property Services)

CHAIRPERSON:

Patrick van Oort (by invitation)

PROXIES

Lot 3 to Matthew McGrane
Lot 25 and 52 to Michael Hesse

INELIGIBLE PROXIES:

Nil

UNUSED PROXIES (DUE TO QUOTA RESTRICTIONS):

Nil

INFORMAL OR INELIGIBLE BALLOT PAPERS:

Nil

APOLOGIES:

Nil

QUORUM:

Chairperson's declaration regarding the absence of a quorum:

At the scheduled time for the meeting to commence of 6:00pm, the Chairperson noted that a quorum was not present for the meeting to continue. The lack of quorum continued for the next half-hour at which point, the Chairperson declared, pursuant to Clause 17(4)(b) of Schedule 1 to the Act, that those present either personally or by duly appointed proxy and who are entitled to vote on the motion would now constitute a quorum for the purposes of considering the outstanding motions or business of the meeting. The majority of those present at the meeting supported this declaration by the Chairperson.

1. MINUTES:

Resolved that the minutes of the last General Meeting of the Owners Corporation, held on 10 June 2020, be confirmed as a true record of the proceedings at that meeting.

2. COMPLIANCE:

2.1 Annual Fire Safety Statement:

- (a) **Resolved** that the Owners Corporation considers the Annual Fire Safety Statement and determine any action required.
- (b) **Resolved** that the Owners Corporation authorise the Strata Managing Agent, Building Manager or Strata Committee to sign such documents as may be necessary in relation to the lodgement of the next Annual Fire Safety Statement (completed by a competent fire safety practitioner in accordance with the Environmental Planning and Assessment Amendment (Fire Safety and Building Certification) Regulation 2017). This includes, but is not limited to, executing the Annual Fire Safety Statement and any other associated documents specific to Council requirements and includes affixing the common seal of the Owners Corporation in accordance with Section 273 of the *Act* if required.

2.2 Window Locks and Safety Devices:

- (a) **Resolved** that The Owners – Strata Plan No: 72040, resolve to undertake an inspection and obtain certification of all window safety devices previously installed to windows within the strata scheme to ensure the Owners Corporation comply with their obligations pursuant to *section 118 of the Strata Schemes Management Act 2015 and Regulation 30 of the Strata Schemes Regulations 2016* and that the appointment of an appropriately qualified third party to undertake this inspection be delegated to the Strata Committee.
- (b) **Resolved** that following the inspection of window safety devices the Owners – Strata Plan No 72040, authorise the Strata Committee to make arrangements for the installation, maintenance or repair of any required window safety devices within the strata scheme to ensure the Owners Corporation comply with their obligations pursuant to Section 118 of the *Strata Schemes Management Act 2015* and regulation 30 of the *Strata Schemes Management Regulation 2016*.

2.3 Safety Audit Report:

- (a) **Resolved** that the Owners Corporation review the Safety Audit report prepared by Integrated Consultancy Group on 12 September 2016 and what actions have been taken to date and those yet to be undertaken.

2.4 Lifts:

- (a) **Resolved** that the Owners Corporation resolves to obtain an Annual Safe To Operate/Maintenance Certificate via the currently lift maintenance contractor for the purposes of registration of the lifts with Safe Work NSW.
- (b) **Resolved** that following receipt of the afore mentioned Annual Safe To Operate/Maintenance Certificate the Owners Corporation authorise the Strata Managing Agent, Building Manager or Strata Committee to sign such documents as may be necessary in relation to the lodgement of lift registration documentation with Safe Work.
- (c) **Resolved** that the Owners Corporation resolves to obtain a Hazard and Risk Assessment (required once only for commercial and residential strata plans. This may also be required again in circumstances where upgrades take place, or the plant is significantly altered).

2.5 Cladding:

- (a) **Resolved** that an update be provided in relation to status and progress of any actions arising from combustible cladding within the building.

3. UTILITIES AGREEMENTS:

- 3.1 **Resolved** that the Owners Corporation considers the supply agreements that they have in place for utilities and determine any action required.

Explanatory Note

*Pursuant to Clause 6 (e) of Schedule 1 to the Act, at each AGM, the Owners Corporation is required to consider any supply agreements that they have for utilities – electricity, gas etc.
Your current utility agreements, for the common property, are as follows:*

Electricity:

Supplier: Energy Australia
Contract length: 24 months
Annual amount: (refer to the financial statement)
Renewal/expiry date: 31/12/2020

Gas:

Supplier: N/A
Contract length:
Annual amount: (refer to the financial statement)
Renewal/expiry date: N/A

Water:

Supplier: Sydney Water
Contract length: monthly
Annual amount: (refer to the financial statement)
Renewal/expiry date: N/A

Other: (e.g., lift telephone)

Supplier: Telstra
Contract length: 24 months
Annual amount: (refer to the financial statement)
Renewal/expiry date: 05/03/2021

Copies of the above agreements that are on the Owners Corporations books and records are available, upon written request, from your strata manager or via the on-line portal where applicable.

- 3.2 **Resolved** that the Owners Corporation appoints the Committee Representative to do the following in relation to the investigation of new utility supply agreements (subject always to any direction otherwise as may be determined by a meeting of the owners corporation or its strata committee):
 - i. To instruct the Managing Agent to engage a broker or other type of specialist as may be reasonably required,
 - ii. To instruct the Managing Agent to disclose data and information of the Owners Corporation related to the utility as may be reasonably required,
 - iii. To instruct the Managing Agent to sign a letter of authority as may be reasonably required.

3.3 **Resolved** that the Owners Corporation appoint the Committee Representative to approve the Owners Corporation entering into utility agreements for a term of up to 3 years, provided that, in the opinion of the Committee Representative, it is more, or similarly beneficial for the Owners Corporation to do so, compared to reasonably available alternative arrangements, and is otherwise on terms that are broadly consistent with those available in the market, and further the Owners Corporation authorise the Managing Agent to enter into such agreements on behalf of the Owners Corporation as instructed by the Committee Representative, subject always to any direction otherwise as may be determined by a meeting of the Owners Corporation or its Strata Committee.

4. INSURANCES:

4.1 **Resolved** that the Owners Corporation confirms that the following insurance policies are currently in place:

Current Insurance Details

INSURANCE CO.	TYPE POLICY	OF POLICY NO.	COVER	EXCESS	DUE DATE
BMC					
Strata Underwriters Agency	Unit Building & Common Contents	06S2866413	\$190,938,480.00	\$2,500.00	16/04/2021
	Loss of Rent/Temporary Accommodation		\$47,734,620.00	\$2,500.00	
	Declared Catastrophe Extension		\$28,640,772.00	\$2,500.00	
	General Liability		\$50,000,000.00	\$1,000.00	
	Crime Insurance		\$100,000.00	\$1,000.00	
	Management Committee Liability		\$20,000,000.00	\$1,000.00	
	Voluntary Workers		500,000/2,000	\$0.00	
	Professional Expenses		\$30,000.00	\$1,000.00	
	Appeal Expenses		\$150,000.00	\$1,000.00	
BMC Equipment Breakdown					
Vero Insurance	Equipment Breakdown & Business Interruption	MEB01295290	\$100,000,000.00	\$2,500.00	16/04/2021
	Business Interruption		\$28,357,200.00	\$0.00	
Strata					
Strata Underwriters Agency	Unit General Liability	06S324387	\$50,000,000.00	\$1,000.00	16/04/2021
	Crime Insurance		\$100,000.00	\$1,000.00	
	Management Committee Liability		\$20,000,000.00	\$1,000.00	
	Voluntary Workers		500,000/200,000	\$0.00	
	Professional Expenses		\$30,000.00	\$1,000.00	
	Appeal Expenses		\$150,000.00	\$1,000.00	

Date on which the premium(s) were last paid: 20 April 2020.

(Additional Insurances)

4.2 **Defeated** that the insurances of the Owners Corporation be extended to include any additional optional (non-statutory) insurances not listed in the table above.

(Workers Compensation Insurance)

- 4.3 **Resolved** that the Owners Corporation confirms that it does NOT employ workers with annual wages exceeding \$7,500 and therefore will not require workers compensation insurance for the coming year.
- 4.4 **Resolved** that the Owners Corporation acknowledges their obligation to provide/disclose to the insurer, either upon renewal or throughout the period of the policy, any item requiring disclosure under the policy including a Work, Health and Safety report, defects report and the like.
- 4.5 **Resolved** that the Owners Corporation authorise the Managing Agent to renew insurances in accordance with the insurer or insurance broker's recommendation in circumstances where alternate instructions are not received from the Strata Committee prior to the renewal date.

5. COMMISSIONS AND TRAINING SERVICES:

Resolved that the Owners Corporation note a report by the Managing Agent, in the agenda explanatory note, in regards to the commissions that have been paid and training services received in the last year and those commissions likely to be paid and training services provided to the Managing Agent in the coming year.

6. VALUATION (INSURANCE):

- 6.1 **Resolved** that the property of the Strata Scheme be re-valued for insurance purposes, with the last valuation being undertaken on 31 January 2020.
- 6.2 **Resolved** that, in the case where a valuation for insurance purposes is obtained, Dynamic Property Services be instructed to update the sum insured pursuant to the valuation received (noting that the valuation amount may be greater or less than the existing sum insured).
- 6.3 **Resolved** that in the case where a valuation for insurance purposes is **not** obtained, the Owners Corporation determine whether their sum insured at renewal is to be based on expiring sums insured, insurer's suggested values (where applicable) or other determined amount.
- 6.4 **Resolved** that the Owners Corporation;
- (a) acknowledge that the loss of rent cover only benefits lot owners, not tenants, and
 - (b) considers having loss of rent cover and sum insured value reviewed and/or valued by a company appointed by the strata committee.

7. APPOINTMENT OF PROJECT MANAGER:

Resolved that the fee proposal received from Pieter Henry Pty Ltd dated 27 October 2020 to provide architectural services (project management) for the partial recladding works in the amount of up to \$25,000 plus GST be accepted.

8. AUDITOR:

Resolved that an auditor be appointed for the Owners Corporation for the period 1 October 2020 to 30 September 2021 and the Strata Committee be delegated the authority to appoint the auditor.

9. CAPITAL WORKS FUND PLAN:

Resolved that Leary & Partners Pty Ltd be appointed to prepare a 10-year Capital Works Fund plan pursuant to acceptance of the quote attached to this notice.

10. RESTRICTED MATTERS:

Resolved that there be no additional restrictions placed on the Strata Committee other than those currently imposed by Section 36 (3) of the Act.

11. ENGAGEMENT OF CONTRACTORS:

Resolved that the Owners Corporation acknowledges that the Strata Managing Agent will not issue a Work Order or engage any contractors for the provision of any goods or services, unless they have complied with the minimum requirements set out in the table below.

Minimum requirements (as aligned to the recommended criteria as advised by Safe Work Australia)	<ul style="list-style-type: none">• Must be registered as a business for tax purposes in Australia• Must have a minimum \$10 million Public & Product Liability Insurance (in respect of each and every occurrence and unlimited in aggregate for any one period of cover)• Must have a minimum \$1 million Professional Indemnity Insurance (where applicable)• Must have Statutory Workers Compensation Insurance for all employees or Personal and Accident Insurance as a Sole Trader• Must hold all licences as relevant to services provided• Must have an established Quality Management system (Consultants only)• Must have an established Health & Safety Management system• Must accept PICA Terms and Conditions of engagement and Business Code of Conduct.
Definitions:	<ul style="list-style-type: none">• Contractor: means a person or organisation that is engaged, on a temporary basis, to undertake a particular task and includes consultants who provide recommendations and/or specialist professional advice.• Work Order: means a written order providing specific or blanket authorisation to a contractor to proceed with the provision of specific goods or services without further instructions.

12. ACCOUNTING RECORDS AND BUDGET:

12.1 **Resolved** that the audited financial statements including the statement of key financial information for the period 1 October 2019 to 30 September 2020 be tabled and adopted.

Treasurer's Statement:

The Treasurer addressed the meeting and advised it has been a difficult year, particularly with COVID which has impacted the projects that are currently on foot. Three projects are proposed for the budget for the next financial period:

1. Replacement of Aluminium Composite Cladding
2. West and North West balcony repairs.
3. Painting of internal walls and corridors.

Negotiations with City of Sydney Council, who are responsible for part of the cladding where the Strata Plan's boundary meets that of Council property (Woolworths tenancy) are ongoing. This has caused 9 months delay and unfortunately this work was not concluded within the financial year. The matter has been escalated to the Building Management Committee with a view to bringing it to the attention of the Lord Mayor to help move things along.

Within the Administrative Fund, Legal Fees of about \$13,000 were incurred. This is remarkable for two reasons. It constitutes 3.8% of the expenditure that was not budgeted for. The second issue is the reason for the cost, which also caused a significant distraction for the Strata Committee having to deal with and defend a legal claim from a lot owner, which was not only unhelpful but also costly for the

Owners Corporation. The Strata Committee considered the defence was necessary and justified. The claim against the Owners Corporation was for over \$100,000. However, the cost of repairs were about the same as the legal fees. Lot owners should consider the impact on other lot owners before commencing legal claims against the Owners Corporation. The works are still ongoing. The distraction of this claim took attention away from other projects to be pursued this year.

Despite these financial headwinds, the necessary funds have been raised to commence work on the projects planned for this year. The Strata Committee will manage diligently the pace and scope of works in order to avoid special levies.

12.2 An amendment to the motion as per the agenda was proposed by Dominic Ng, as owner of Lot 36, that the following budget items be amended:

- Administrative Fund: BMC contribution to be increased to \$250,000
- Capital Works Fund: BMC contribution to be decreased by \$25,000

On being put to the vote, the amendment was **carried**.

Upon the amended motion becoming the motion, it was **resolved** that the **amended** estimated receipts and payments (budget) for the Administrative Fund and the Capital Works Fund be tabled and adopted.

13. CONTRIBUTIONS:

13.1 An **amendment** to the motion as per the agenda was proposed by Dominic Ng, as owner of Lot 36, that the motion read:

That the Administrative Fund contributions be increased from the budgeted amount of \$365,000 plus GST to \$390,000 plus GST.

Upon being put to the vote, the amendment was **carried**.

Resolved that the **amended** contributions to the Administrative Fund are estimated in accordance with Section 79 (1) of the Act and determined in accordance with Section 81 (1) of the Act at **\$390,000 plus GST** in instalments set out in the table below:

Instalment	Due date	Administrative	GST	Total
1 (already invoiced)	01 October 2020	\$87,500.00	\$8,750.00	\$96,250.00
2	01 January 2021	\$100,833.33	\$10,083.33	\$110,916.67
3	01 April 2021	\$100,833.33	\$10,083.33	\$110,916.67
4	01 July 2021	\$100,833.33	\$10,083.33	\$110,916.67
TOTALS		\$390,000.00	\$39,000.00	\$429,000.00

13.2 An **amendment** to the motion as per the agenda was proposed by Dominic Ng, as owner of Lot 36, that the motion read:

That the Capital Works Fund contributions be decreased from the budgeted amount of \$265,000 plus GST to \$240,000 plus GST.

Upon being put to the vote, the amendment was **carried**.

Resolved that **amended** contributions to the Capital Works Fund are estimated in accordance with Section 79 (2) of the Act and determined in accordance with Section 81 (1) of the Act at **\$240,000 plus GST** in instalments set out in the table below:

Instalment	Due date	Capital	GST	Total
1 (already invoiced)	01 October 2020	\$70,000.00	\$7,000.00	\$77,000.00
2	01 January 2021	\$56,666.67	\$5,666.67	\$62,333.33
3	01 April 2021	\$56,666.67	\$5,666.67	\$62,333.33
4	01 July 2021	\$56,666.67	\$5,666.67	\$62,333.33
TOTALS		\$240,000.00	\$24,000.00	\$264,000.00

13.3 **Resolved** that the Administrative Fund and Capital Works Fund contributions be continued at quarterly intervals commencing on 1 October 2021 until further determined:

Administrative Fund

Due date	Amount excl. GST	GST	Amount incl. GST
1 October 2021	\$97,500.00	\$9,750.00	\$107,250.00

Capital Works Fund

Due date	Amount excl. GST	GST	Amount incl. GST
1 October 2021	\$60,000.00	\$6,000.00	\$66,000.00

Note % change to levies from last financial period: Approx 5.4% reduction.

14. LEVY COLLECTION PROCEDURES:

Resolved that the Owners - Strata Plan No: 72040, for the purpose of collecting levy contributions, interest and recovery costs thereon and pursuant to the *Act* (including Section 103 of the *Act*), authorise the Strata Managing Agent and/or the Strata Committee to do any of the following:

- a. Levy Recovery Step 1: issue a reminder levy notice after 35 days from the levy due date;
- b. Levy Recovery Step 2: issue 1st levy recovery letter after 60 days from the levy due date;
- c. Levy Recovery Step 3: issue 2nd levy recovery letter after 90 days from the levy due date;
- d. Levy Recovery Step 4: after 106 days after the original date the levy was due, and where the debt is in excess of \$750.00, appoint the services of a debt collection agency, obtain legal advice and/or retain legal representation of solicitors, barristers and/or experts on behalf of The Owners – Strata Plan No: 72040 to issue a letter of demand and/or to commence, pursue, continue or defend any court, tribunal or any other proceedings against any lot owner, mortgagee in possession and/or former lot owner in relation to all matters arising out of the recovery of levy contributions and the recovery of other debts, including penalties, interest, legal and other costs;
- e. Approve Payment Plans generally or for specific lot owners;
- f. Enforce any judgment obtained in the collection of levy contributions including commencing and maintaining bankruptcy or winding up proceedings;
- g. Filing an appeal or defending an appeal against any judgment concerning the collection of levy contributions; and,
- h. Liaise, instruct and prepare all matters with the Owners Corporation’s debt collection agents, lawyers and/or experts in relation to any levy recovery proceedings.
- i. Waiver of interest accrued for levy arrears where appropriate.

15. PRE-MEETING ELECTRONIC VOTING BY MEANS OF EMAIL:

Resolved that pursuant to Regulation 14 (1) (b) of the *Strata Schemes Management Regulation 2016 (NSW)*, the Owners Corporation approve the adoption of voting wholly by means of email for the next meeting of the Owners Corporation.

16. STRATA COMMITTEE:

16.1 Written and oral nominations were received at this meeting for election to the Strata Committee.

Nominations received were as follows:

Nominee	Nominee's Lot	Nominated by Lot	Method of Nomination	Method of Acceptance
Matthew McGrane Co-owner	16	nominated by lot 16 Bradley Rodgers Co-owner	Written	Written
Dominic Ng Sole owner	36	Self-nominated	Written	Written
Eva Caprile Co-owner	37	nominated by lot 37 Leigh Jackson Co- owner	Written	Verbal
Neil Wesley Co-owner	49	nominated by lot 35 Daniel Stokes- McKeon	Verbal	Verbal
Jacki Brescic	51	Self-nominated	Written	Verbal
Michael Hesse Non-owner	N/A	nominated by lot 25 Hannah Hesse Sole owner	Written	Verbal

16.2 No candidate for election to the Strata Committee disclosed any "connections" with the original owner (developer) or Building Manager in accordance with the Act.

16.3 **Resolved** that the number of members of the Strata Committee be 6.

16.4 **Resolved** that the following members of the Strata Committee be elected:

NAME	LOT
Matthew McGrane	16
Dominic Ng	36
Eva Caprile	37
Neil Wesley	49
Jacki Brescic	51
Michael Hesse	N/A

17. APPOINTMENT OF BMC REPRESENTATIVES:

17.1 In accordance with Clause 3 (4) of Schedule 4 of the *Strata Schemes Development Act 2015*, the Owners Corporation **SPECIALLY RESOLVED** to appoint **Dominic Ng** as a Representative to the Building Management Committee constituted under that Act and the Strata Management Statement.

17.2 In accordance with Clause 3 (4) of Schedule 4 of the *Strata Schemes Development Act 2015*, the Owners Corporation **SPECIALLY RESOLVED** to appoint **Matthew McGrane** as a Substitute Representative to the Building Management Committee constituted under that Act and the Strata Management Statement.

18. BUILDING (CONSTRUCTION) DEFECTS:

18.1 **Defeated** that the Owners Corporation appoints an expert to prepare a report to identify possible building construction defects with a view to pursuing the necessary parties to seek rectification of the identified defects.

18.2 **Defeated** that the Owners Corporation appoints a lawyer to assess its options in regards to pursuing its rights against various parties to rectify the original building construction defects.

19. GST REGISTRATION:

Resolved that the Owners Corporation resolves to confirm its current GST registration.

20. NEXT ANNUAL GENERAL MEETING DATE:

Resolved that the next Annual General Meeting be set at a date to be determined by the Strata Committee.

CLOSURE: There being no further business, the chairperson declared the meeting closed at 7:12pm.

Signed

Date

**MINUTES OF THE STRATA COMMITTEE MEETING
STRATA PLAN 72040
'ALBA'
437 - 439 BOURKE STREET, SURRY HILLS NSW 2010**

DATE, PLACE & TIME OF MEETING: The Strata Committee Meeting of The Owners - Strata Plan No: 72040 was held immediately following the Annual General Meeting Electronically by video/teleconference on 17 November 2020. The meeting commenced at 7:15pm.

PRESENT: Dominic Ng, Eva Caprile, Neil Wesley, Michael Hesse, Jacki Brescic and Matthew McGrane

IN ATTENDANCE: Heitor Castello (Greycliff)
Patrick van Oort (Dynamic Property Services)

CHAIRPERSON: Patrick van Oort (by invitation)

1. DISCLOSURE OF PECUNIARY INTERESTS:

The Strata Committee Members confirmed that no pecuniary interests were held or declared.

2. MINUTES:

Resolved that the minutes of the last Strata Committee meeting, held on 27 October 2020, be confirmed as a true record and account of the proceedings at that meeting.

3. OFFICERS:

Resolved that the Chairperson, Secretary and Treasurer of the Strata Committee be appointed.

Chairperson: **Matthew McGrane**
Secretary: **Eva Caprile**
Treasurer: **Dominic Ng**

4. REPRESENTATIVE AND SUBSTITUTE REPRESENTATIVE:

4.1 **Resolved** that **Matthew McGrane** of the Strata Committee be nominated to liaise with the Strata Managing Agent and be the scheme's contact point.

4.2 **Resolved** that **Dominic Ng** of the Strata Committee be nominated to liaise with the Strata Managing Agent as the scheme's substitute contact point.

5. AUDITOR:

Resolved that, in accordance with Clause 34(d) of Schedule 2, Thomas Davis and Co be appointed as auditor by the Owners Corporation for the period 1 October 2020 to 30 September 2021.

6. RETENTION OF RECORDS:

6.1 *That the Strata Committee agree that hard copy records, older than 7 years, can be securely destroyed.*

Motion withdrawn

6.2 *That in the event the preceding motion is not carried the Strata Committee provide instructions with regard to retention of hard copy records, older than 7 years, via the offsite storage facility nominated by the Managing Agent for a fee of \$6.00 per box, per month.*

Motion withdrawn

7. PET BY-LAW:

An update was provided regarding the proposed amendments to the pet-by-law and further instructions be provided.

Dominic Ng addressed the meeting and advised that Eva Caprile contacted residents in other strata plans to research the details of what other by-laws feature.

Dominic Ng reviewed these in accordance with the issues raised by residents at Alba.

Dominic Ng advised that it is important that residents recognise, via their by-law, that having a pet is a privilege and approval can be withdrawn should a range of conditions not be met.

Further, it was deemed important for the Strata Committee to have a sense of how many pets are allowed in the building and that this should be defined. Currently controls appeared loose. In order to solve this, the proposal is that all pets should be registered via Building Management, so that a clear record of all pets residing in the building is available.

An important condition that must be included in a revised by-law is that pets should be under the control of the owner and should not be a nuisance or threat towards anyone.

The fall back on the definitions should refer to standard law in relation to nuisance, etc., and any withdrawal of approval should be based on these definitions if enacted.

Dominic Ng advised that there are still many unknowns which makes it difficult to establish specific rules. These should therefore be outside of the by-law but referenced to regulations.

The flexibility this provides as more information is found will allow for the regulations to be periodically updated.

At this point legal advice will be required to see if this is feasible.

The Strata Committee supported the approach recommended by Dominic Ng and Eva Caprile and thanked them for the groundwork completed.

The Strata Committee instructed the Managing Agent to obtain a fee proposal.

8. VOTING BY ELECTRONIC MEANS – TELECONFERENCE, VIDEO CONFERENCE OR EMAIL:

Resolved that pursuant to Regulation 14 (1)(a) of the *Strata Schemes Management Regulation 2016 (NSW)*, the Owners Corporation approves the adoption of voting by electronic means, namely by teleconference, video conference or email while participating in the next meeting of the strata committee from a remote location.

9. NEXT MEETING:

Resolved that the next Strata Committee Meeting be held on Tuesdays in accordance with a quarterly schedule as determined by the Building Management

CLOSURE: There being no further business, the chairperson declared the meeting closed at 7:39pm.

Signed

Date

MINUTES OF THE ANNUAL GENERAL MEETING

THE OWNERS - STRATA PLAN: 72040

ADDRESS: 437 - 439 BOURKE STREET, SURRY HILLS NSW 2010

DATE, PLACE & TIME OF MEETING:

The Annual General Meeting of The Owners - Strata Plan No. 72040 was held electronically by video/teleconference on Tuesday, 30 November 2021. The meeting commenced at 6:30pm.

***Note:** Pursuant to Regulation 14 of the Strata Schemes Management Regulation 2016 (NSW) the strata committee have resolved to hold this meeting via video/teleconference.*

PRESENT VIA TELECONFERENCE:

Harvey Stockwell (Lot 3), Matthew McGrane (Lot 16 – arrived 6:48pm), Stephen Chow (Lot 20), Dominic Ng (Lot 36), Neil Wesley (Lot 49), Jacki Brescic (Lot 51)

IN ATTENDANCE:

Michael Hesse (Lot 25)
Heitor Castello & Remo Antonucci (Greencliff)
Patrick van Oort (Dynamic Property Services)

CHAIRPERSON:

Patrick van Oort (by invitation)

PROXIES:

Lot 25 to Michael Hesse
Lot 52 to Chairperson

INELIGIBLE PROXIES:

Nil

UNUSED PROXIES (DUE TO QUOTA RESTRICTIONS):

Nil

INFORMAL OR INELIGIBLE BALLOT PAPERS:

Nil

APOLOGIES:

Nil

QUORUM:

Chairperson's declaration regarding the absence of a quorum:

At the scheduled time for the meeting to commence of 6:00pm, the Chairperson noted that a quorum was not present for the meeting to continue. The lack of quorum continued for the next half-hour at which point, the Chairperson declared, pursuant to Clause 17(4)(b) of Schedule 1 to the Act, that those present either personally or by duly appointed proxy and who are entitled to vote on the motion would now constitute a quorum for the purposes of considering the outstanding motions or business of the meeting. The majority of those present at the meeting supported this declaration by the Chairperson.

1. MINUTES:

Resolved that the minutes of the last General Meeting of the Owners Corporation, held on 30 August 2021, be confirmed as a true record of the proceedings at that meeting.

2. COMPLIANCE:

2.1 Annual Fire Safety Statement:

- (a) **Resolved** that the Owners Corporation considers the Annual Fire Safety Statement and determine any action required.
- (b) **Resolved** that the Owners Corporation resolves that the strata manager is to engage an accredited practitioner (fire safety) who is accredited in Fire Safety Assessment and appropriately qualified to undertake assessment of each fire safety measure to:
 - (i) ensure all fire safety measures are maintained in accordance with clause 177 of the *Environmental Planning and Assessment Regulation 2000*; and,
 - (ii) declare that each fire safety measure has been assessed by an appropriately qualified accredited practitioner (fire safety); and,
 - (iii) issue the fire safety statement accordingly.
- (c) **Resolved** that the Owners Corporation authorise the managing agent, building manager or strata committee to sign such documents as may be necessary in relation to the lodgement of the next Annual Fire Safety Statement. If required, this authority includes the managing agent affixing the common seal of the Owners Corporation in accordance with Section 273 of the Act.

2.2 Window Locks and Safety Devices:

- (a) **Resolved** that The Owners – Strata Plan No: 72040, resolves to undertake an inspection and obtain certification of all window safety devices previously installed to windows within the strata scheme to ensure the Owners Corporation comply with their obligations pursuant to *section 118 of the Strata Schemes Management Act 2015 and Regulation 30 of the Strata Schemes Regulations 2016* and that the appointment of an appropriately qualified third party to undertake this inspection be delegated to the Strata Committee.

- (b) **Resolved** that following the inspection of window safety devices the Owners – Strata Plan No 72040, authorises the Strata Committee to make arrangements for the installation, maintenance or repair of any required window safety devices within the strata scheme to ensure the Owners Corporation comply with their obligations pursuant to Section 118 of the *Strata Schemes Management Act 2015* and regulation 30 of the *Strata Schemes Management Regulation 2016*.

2.3 **Safety Audit Report:**

Resolved that the Owners Corporation review the Safety Audit report prepared by Integrated Building & Engineering Consultancy on 11 May 2021 and what actions have been taken to date and those yet to be undertaken.

2.4 **Lifts:**

(a) **Resolved** that the Owners Corporation resolves to obtain an Annual Safe To Operate/Maintenance Certificate via the currently lift maintenance contractor for the purposes of registration of the lifts with Safe Work NSW.

(b) **Resolved** that following receipt of the afore mentioned Annual Safe To Operate/Maintenance Certificate the Owners Corporation authorise the Strata Managing Agent, Building Manager or Strata Committee to sign such documents as may be necessary in relation to the lodgement of lift registration documentation with Safe Work.

(c) **Resolved** that the Owners Corporation resolves to obtain a Hazard and Risk Assessment (required once only for commercial and residential strata plans. This may also be required again in circumstances where upgrades take place, or the plant is significantly altered).

2.5 **Other Compliance Measures**

Resolved that the Owners Corporation consider any additional compliance matters for the scheme and determine any appropriate action (if required).

2.6 **Cladding:**

An update was provided in relation to status and progress of any actions arising from combustible cladding within the building.

The Managing Agent advised that a contract is due to be executed for the commencement of works, pursuant to motion 19 in this agenda.

Michael Hesse addressed the meeting and advised that pursuant to contract signing, major works on site are scheduled to commence on Monday, 28 February 2022 and conclude on 22 April 2022, which allows for two weeks of wet weather delays.

3. UTILITIES AGREEMENTS:

3.1 **Resolved** that the Owners Corporation considers the supply agreements that they have in place for utilities and determine any action required.

Electricity:

Supplier: Simply Energy
Contract length: 36 Months
Annual amount: (refer to the financial statement)
Renewal/expiry date: 31 December 2023

Water:

Supplier: Sydney Water
Contract length: Monthly
Annual amount: (refer to the financial statement)
Renewal/expiry date: NA

- 3.2 **Resolved** that the Owners Corporation appoints the Committee Representative to do the following in relation to the investigation of new utility supply agreements (subject always to any direction otherwise as may be determined by a meeting of the Owners Corporation or its strata committee):
- (i) To instruct the Managing Agent to engage a broker or other type of specialist as may be reasonably required,
 - (ii) To instruct the Managing Agent to disclose data and information of the Owners Corporation related to the utility as may be reasonably required,
 - (iii) To instruct the Managing Agent to sign a letter of authority as may be reasonably required.
- 3.3 **Resolved** that the Owners Corporation appoints the Committee Representative to approve the Owners Corporation entering into utility agreements for a term of up to 3 years, provided that, in the opinion of the Committee Representative, it is more, or similarly beneficial for the Owners Corporation to do so, compared to reasonably available alternative arrangements, and is otherwise on terms that are broadly consistent with those available in the market, and further the Owners Corporation authorise the Managing Agent to enter into such agreements on behalf of the Owners Corporation as instructed by the Committee Representative, subject always to any direction otherwise as may be determined by a meeting of the Owners Corporation or its Strata Committee.

4. INSURANCES:

- 4.1 **Resolved** that the Owners Corporation confirms that the following insurance policies are currently in place:

Current Insurance Details

INSURANCE CO.	TYPE OF POLICY	POLICY NO.	COVER	EXCESS	DUE DATE
BMC					
Strata Underwriters Agency	Unit Building & Common Contents	06S2866413	\$197,934,750	\$5,000.00 \$100,000 burst pipe, water damage, cladding	16/04/2022
	Loss of Rent/Temporary Accommodation		\$29,690,212	\$5,000.00 \$100,000 burst pipe, water damage, cladding	
	Declared Catastrophe Extension		\$29,690,212	\$5,000.00 \$100,000 burst pipe, water damage, cladding	
	Additional Loss of Rent		\$19,303,537	\$5,000.00 \$100,000 burst pipe, water damage, cladding	
	General Liability		\$50,000,000	\$0.00	
	Crime Insurance		\$100,000	\$0.00	
	Management Committee Liability		\$20,000,000	\$0.00	
	Voluntary Workers		\$200,000/2,000	\$0.00	
	Government Audit Costs		\$25,000	\$0.00	
	Professional Expenses		\$50,000.00	\$0.00	
	Lot Owners Fixtures		\$250,000	\$0.00	
	Workplace, Health & Safety		\$100,000.00	\$0.00	
BMC Equipment Breakdown					
Vero Insurance	Equipment Breakdown & Business Interruption	MEB012955290	\$100,000,000.00	\$2,500.00	16/04/2022
	Business Interruption		\$29,396,250	\$0.00	

Strata						
Strata Underwriters Agency	Unit	General Liability	06S324387	\$50,000,000.00	\$0.00	16/04/2022
		Crime Insurance		\$100,000.00	\$0.00	
		Management Committee Liability		\$20,000,000.00	\$0.00	
		Voluntary Workers		\$200,000/200,000	\$0.00	
		Professional Expenses		\$50,000.00	\$0.00	
		Government Audit		\$25,000	\$0.00	
		Appeal Expenses		\$100,000.00	\$0.00	

Date on which the premium(s) were last paid: 19 April 2021.

(Additional Insurances)

4.2 **Defeated** that the insurances of the Owners Corporation be extended to include any additional optional (non-statutory) insurances not listed in the table above.

(Workers Compensation Insurance)

4.3 **Resolved** that the Owners Corporation confirms that it does NOT employ workers with annual wages exceeding \$7,500 and therefore will not require workers compensation insurance for the coming year.

4.4 **Resolved** that the Owners Corporation acknowledges their obligation to provide/disclose to the insurer, either upon renewal or throughout the period of the policy, any item requiring disclosure under the policy including a Work, Health and Safety report, defects report and the like.

4.5 **Resolved** that the Owners Corporation authorises the Managing Agent to renew insurances in accordance with the insurer or insurance broker's recommendation in circumstances where alternate instructions are not received from the Strata Committee prior to the renewal date.

5. COMMISSIONS AND TRAINING SERVICES:

Resolved that the Owners Corporation note a report by the Managing Agent, in the agenda explanatory note, in regards to the commissions that have been paid and training services received in the last year and those commissions likely to be paid and training services provided to the Managing Agent in the coming year.

6. VALUATION (INSURANCE):

6.1 **Resolved** that the property of the Strata Scheme be re-valued for insurance purposes, with the last valuation being undertaken on 8 February 2021.

6.2 **Resolved** that, in the case where a valuation for insurance purposes is obtained, Dynamic Property Services be instructed to update the sum insured pursuant to the valuation received (noting that the valuation amount may be greater or less than the existing sum insured).

6.3 **Resolved** that in the case where a valuation for insurance purposes is **not** obtained, the Owners Corporation determine whether their sum insured at renewal is to be based on expiring sums insured, insurer's suggested values (where applicable) or other determined amount.

6.4 **Resolved** that the Owners Corporation;
 (a) acknowledges that the loss of rent cover only benefits lot owners, not tenants, and
 (b) considers having loss of rent cover and sum insured value reviewed and/or valued by a company appointed by the strata committee.

7. AUDITOR:

Resolved that an auditor be appointed for the Owners Corporation for the period 1 October 2021 to 30 September 2022 and the Strata Committee be delegated the authority to appoint the auditor.

8. CAPITAL WORKS FUND PLAN:

Resolved that the Owners Corporation review the Capital Works Fund analysis prepared by Leary & Partners on 9 November 2021.

9. RESTRICTED MATTERS:

That there be no additional restrictions placed on the Strata Committee other than those currently imposed by Section 36 (3) of the Act.

10. ENGAGEMENT OF CONTRACTORS:

Resolved that the Owners Corporation acknowledges that the Strata Managing Agent will not issue a Work Order or engage any contractors for the provision of any goods or services, unless they have complied with the minimum requirements set out in the table below.

Minimum requirements (as aligned to the recommended criteria as advised by Safe Work Australia)	<ul style="list-style-type: none">• Must be registered as a business for tax purposes in Australia• Must have a minimum \$10 million Public & Product Liability Insurance (in respect of each and every occurrence and unlimited in aggregate for any one period of cover)• Must have a minimum \$1 million Professional Indemnity Insurance (where applicable)• Must have Statutory Workers Compensation Insurance for all employees or Personal and Accident Insurance as a Sole Trader• Must hold all licences as relevant to services provided• Must have an established Quality Management system (Consultants only)• Must have an established Health & Safety Management system• Must accept PICA Terms and Conditions of engagement and Business Code of Conduct.
Definitions:	<ul style="list-style-type: none">• Contractor: means a person or organisation that is engaged, on a temporary basis, to undertake a particular task and includes consultants who provide recommendations and/or specialist professional advice.• Work Order: means a written order providing specific or blanket authorisation to a contractor to proceed with the provision of specific goods or services without further instructions.

11. ACCOUNTING RECORDS AND BUDGET:

11.1 **Resolved** that the audited financial statements including the statement of key financial information for the period 1 October 2020 to 30 September 2021 be tabled and adopted.

11.2 **Resolved** that the estimated receipts and payments (budget) for the Administrative Fund and the Capital Works Fund be tabled and adopted.

The Treasurer addressed the meeting and advised that the largest cost item is the replacement of combustible cladding project. This work is coming to a conclusion with the awarding of a contract to the successful tenderer. The Treasurer advised that the actual cost commitment for this project is about three times the original estimate. The escalation of costs was due to a number of timing factors that were completely out of the control of the committee:

1. Council negotiations for their portion of the cladding
2. COVID restrictions
3. Supply chain costs due to COVID (world-wide) events

The Treasurer advised that a positive out of the process is has been that Council now has a representative on the Building Management Committee (BMC) which should result in much better interaction with Council going forward.

Notwithstanding the three-fold increase in cost and a 70% increase in insurance premium for St Margaret's, no special levy had to be raised for the Owners Corporation to meet these expenses and all budgeted costs are able to be covered by the existing quarterly levies.

The Treasurer further advised that the two lifts servicing the Owners Corporation (Alba) are the sole responsibility of Alba and do not fall under the BMC's shared facilities. They are now 15 years old and will require replacement at some point in time. The current Capital Works Fund Forecast suggests this should occur in about 10 years' time, however, this requirement may occur sooner.

The Treasurer advised he has advocated for a more detailed and thereby accurate Capital Works Fund Forecast which is currently being discussed at the BMC so that the provision of such a detailed document can be budgeted for in the next financial year. A more detailed Capital Works Fund Forecast would provide all of St Margaret's a more accurate understanding of what is required for the next 5 years so that budgeting can be done with more confidence.

12. CONTRIBUTIONS:

12.1 **Resolved** that the contributions to the Administrative Fund are estimated in accordance with Section 79 (1) of the Act and determined in accordance with Section 81 (1) of the Act at \$365,000 plus GST in instalments set out in the table below:

Instalment	Due date	Administrative	GST	Total
1 (already invoiced)	01 October 2021	\$97,500.00	\$9,750.00	\$107,250.00
2	01 January 2022	\$89,166.67	\$8,916.67	\$98,083.33
3	01 April 2022	\$89,166.67	\$8,916.67	\$98,083.33
4	01 July 2022	\$89,166.67	\$8,916.67	\$98,083.33
TOTALS		\$365,000.00	\$36,500.00	\$401,500.00

12.2 *Neil Wesley as owner of Lot 49 proposed an amendment to the motion as per the agenda that the contributions to the Capital Works Fund be \$240,000 plus GST.*

Upon being put to the vote, the proposed amendment was **defeated**.

Resolved that the contributions to the Capital Works Fund are estimated in accordance with Section 79 (2) of the Act and determined in accordance with Section 81 (1) of the Act at \$265,000 plus GST in instalments set out in the table below:

Instalment	Due date	Capital	GST	Total
1 (already invoiced)	01 October 2021	\$60,000.00	\$6,000.00	\$66,000.00
2	01 January 2022	\$68,333.33	\$6,833.33	\$75,166.67
3	01 April 2022	\$68,333.33	\$6,833.33	\$75,166.67
4	01 July 2022	\$68,333.33	\$6,833.33	\$75,166.67
TOTALS		\$265,000.00	\$26,500.00	\$291,500.00

12.3 **Resolved** that the Administrative Fund and Capital Works Fund contributions be continued at quarterly intervals commencing on 1 October 2022 until further determined:

Administrative Fund

Due date	Amount excl. GST	GST	Amount incl. GST
1 October 2022	\$91,250.00	\$9,125.00	\$100,375.00

Capital Works Fund

Due date	Amount excl. GST	GST	Amount incl. GST
1 October 2022	\$66,250.00	\$6,625.00	\$72,875.00

13. LEVY COLLECTION PROCEDURES:

Resolved that the Owners - Strata Plan No: 72040, for the purpose of collecting levy contributions, interest and recovery costs thereon and pursuant to the *Act* (including Section 103 of the *Act*), authorises the Strata Managing Agent and/or the Strata Committee to do any of the following:

- (a) Levy Recovery Step 1: issue a reminder levy notice after 35 days from the levy due date;
- (b) Levy Recovery Step 2: issue 1st levy recovery letter after 60 days from the levy due date;
- (c) Levy Recovery Step 3: issue 2nd levy recovery letter after 90 days from the levy due date;
- (d) Levy Recovery Step 4: after 106 days after the original date the levy was due, and where the debt is in excess of \$750.00, appoint the services of a debt collection agency, obtain legal advice and/or retain legal representation of solicitors, barristers and/or experts on behalf of The Owners – Strata Plan No: 72040 to issue a letter of demand and/or to commence, pursue, continue or defend any court, tribunal or any other proceedings against any lot owner, mortgagee in possession and/or former lot owner in relation to all matters arising out of the recovery of levy contributions and the recovery of other debts, including penalties, interest, legal and other costs;
- (e) Approve Payment Plans generally or for specific lot owners;
- (f) Enforce any judgment obtained in the collection of levy contributions including commencing and maintaining bankruptcy or winding up proceedings;
- (g) Filing an appeal or defending an appeal against any judgment concerning the collection of levy contributions; and,
- (h) Liaise, instruct and prepare all matters with the Owners Corporation's debt collection agents, lawyers and/or experts in relation to any levy recovery proceedings.
- (i) Waiver of interest accrued for levy arrears where appropriate.

14. PRE-MEETING ELECTRONIC VOTING BY MEANS OF EMAIL:

Resolved that pursuant to Regulation 14 (1) (b) of the *Strata Schemes Management Regulation 2016 (NSW)*, the Owners Corporation approve the adoption of voting wholly by means of email for the next meeting of the Owners Corporation.

15. STRATA COMMITTEE:

16.1 Written and oral nominations were received at this meeting for election to the Strata Committee.

Nominations received were as follows:

Nominee	Nominee's Lot	Nominated by Lot	Method of Nomination	Method of Acceptance
Matthew McGrane Sole owner	16	Self-nominated	Verbal	Verbal
Stephen Chow Sole owner	20	Self-nominated	Verbal	Verbal
Michael Hesse Non-owner	N/A	nominated by lot 25 Hannah Hesse Sole owner	Written	Verbal
Dominic Ng Sole owner	36	Self-nominated	Verbal	Verbal
Neil Wesley Co-owner	49	nominated by lot 49 Co-owner	Written	Verbal

16.2 No candidate for election to the Strata Committee disclosed any "connections" with the original owner (developer) or Building Manager in accordance with the Act.

16.3 **Resolved** that the number of members of the Strata Committee be five (5).

16.4 **Resolved** that the following members of the Strata Committee be elected:

NAME	LOT
Matthew McGrane	16
Stephen Chow	20
Michael Hesse	N/A
Dominic Ng	36
Neil Wesley	49

16. APPOINTMENT OF BMC REPRESENTATIVES:

16.1 In accordance with Clause 3 (4) of Schedule 4 of the Strata Schemes *Development Act 2015*, the Owners Corporation **SPECIALLY RESOLVED** to appoint **Dominic Ng** as a Representative to the Building Management Committee constituted under that Act and the Strata Management Statement.

Total Unit Entitlements (UE) of votes cast on this motion were: 179

Unit Entitlements Votes cast FOR the Motion were: 179

Unit Entitlements Votes cast AGAINST the Motion were: Nil

As no more than 25% of the Unit Entitlements were cast against the motion, it was **CARRIED**.

16.2 In accordance with Clause 3 (4) of Schedule 4 of the Strata Schemes *Development Act 2015*, the Owners Corporation **SPECIALLY RESOLVED** to appoint **Matthew McGrane** as a Substitute Representative to the Building Management Committee constituted under that Act and the Strata Management Statement.

Total Unit Entitlements (UE) of votes cast on this motion were: 179

Unit Entitlements Votes cast FOR the Motion were: 179

Unit Entitlements Votes cast AGAINST the Motion were: Nil

17. BUILDING (CONSTRUCTION) DEFECTS:

17.1 **Defeated** that the Owners Corporation appoints an expert to prepare a report to identify possible building construction defects with a view to pursuing the necessary parties to seek rectification of the identified defects.

17.2 **Defeated** that the Owners Corporation appoints a lawyer to assess its options in regards to pursuing its rights against various parties to rectify the original building construction defects.

18. GST REGISTRATION:

Resolved that the Owners Corporation resolves to confirm its current GST registration.

19. CLADDING CONTRACT:

Resolved that the Managing Agent be instructed to execute the **amended** contract between The Owners Corporation and PD Remedial Pty Ltd in the amount of \$687,511.82 plus GST for the replacement of Combustible Aluminium Composite Panels and be instructed to affix the common seal.

The Managing Agent advised of a minor amendment to the contract, being the contract time on page 60 of the document changing from 106 working days to 116 days. This amendment was due to a change in the access deed with the neighbouring site regarding weekend hours.

*Upon putting the amendment to the vote, the amendment was **carried** unanimously.*

Managing Agent's Note:

15% of the project cost will be reimbursed by Council.

Consultant costs are separate and additional to the contract cost.

20. GREENCLIFF CONTRACT

Resolved that the proposal from Greencliff Realty Pty Ltd for building management services for in the amount of \$1,145 plus GST per month commencing on 20 November 2021 for a 3-year term be accepted and the Managing Agent be instructed to execute the contract and affix the common seal.

21. NEXT ANNUAL GENERAL MEETING DATE:

Resolved that the next Annual General Meeting be held on **Tuesday, 29 November 2022** or as determined by the Strata Committee.

CLOSURE: There being no further business, the chairperson declared the meeting closed at 7:02pm.

Upon closure of the meeting, the owners expressed a vote of thanks to Heitor Castello for his 5 years of service to St Margaret's and wished him all the best for his future.

Signed

Date

MINUTES OF THE STRATA COMMITTEE MEETING

STRATA PLAN: 72040

ADDRESS: 'ALBA' 437 - 439 BOURKE STREET, SURRY HILLS NSW 2010

DATE, PLACE & TIME OF MEETING: The Strata Committee of The Owners - Strata Plan No. 72040 held a meeting electronically by video/teleconference on Tuesday, 1 March 2022.

The meeting commenced at **6.04pm.**

PRESENT: Dominic Ng
Michael Hesse
Stephen Chow
Matthew McGrane, arrived at 6.20pm

IN ATTENDANCE: Remo Antonucci (Greencliff – Building Management)
Claire Wilson (Dynamic Property Services – Strata Management)

CHAIRPERSON: Claire Wilson (by invitation)

APOLOGIES: Neil Wesley and Robbie Santana (Greencliff – Building Management)

1. DISCLOSURE OF PECUNIARY INTERESTS:

The Strata Committee Members confirmed that no pecuniary interests were held or declared.

2. ACTING MEMBER:

There were no acting members for the purpose of this meeting.

3. MINUTES:

The minutes of the last Strata Committee meeting, held on 30 November 2021, be confirmed as a true record and account of the proceedings at that meeting.

CARRIED

4. FINANCIALS:

4.1 That the financial statement as presented by the Strata Manager dated 31 January 2022 be adopted.

CARRIED

4.2 The current aged arrears report was tabled.

4.2.1 That the Strata Committee provides instructions in relation to the following requests to waive Debt Recovery charges and if appropriate, it be resolved that a motion be placed on a forthcoming General Meeting agenda to waive the interest component, pursuant to Section 85 of the NSW Strata Schemes Management Act (2015).

CARRIED

4.2.1.1 Lot 49 Debt Recovery Charges in the amount of \$100.80 (noting interest in the amount of \$220.46) was approved in accordance with the delegation resolved at the AGM held 30 November 2021 was approved.

CARRIED

4.2.1.2 Lot 38 Debt Recovery Charges in the amount of \$117.75 (noting interest in the amount of \$77.75) was approved in accordance with the delegation resolved at the AGM held 30 November 2021 was approved

CARRIED

5. BUILDING MANAGEMENT:

5.1 That the current Building Management Report be tabled, any issues arising be acknowledged, and any further action be determined.

A copy of the report will be made available to a lot owner upon request to the Managing Agent.

5.2 That the following matters for the attention of Building Management be considered and if appropriate, instructions be provided.

5.2.1 Lot 40 – Water Damaged Ceiling: correspondence from the owner of Lot 40 (Unit 505) regarding the water damaged ceiling was tabled, along with a quotation (sourced by the lot owner) from Altec Building dated 1 March 2022 in the amount of \$4,690.00 plus GST which was approved subject to the lot owner indemnifying the Owners Corporation if any further claim is made in relation to this matter.

Scope of Works

Plasterboard Board Repairs Unit 505 Bedroom 2

Provide floor protection from entry door to work zone

Cover floor and all furniture as required with plastic drop sheets

Safely remove Air Conditioning Vent and store for later use

Remove 1 ceiling sheet only to Southern side of Air con vent

Dispose of removed ceiling sheet in rubbish

Install back blocks to plasterboard joints

Supply new plasterboard sheet measuring approx. 4m² and all accessories as required to complete works

Set all joints and sand on completion

Prepare entire ceiling ready for painting

Paint entire ceiling and bulkhead to match existing

Remove all drop sheets

Leave site clean and tidy on completion

CARRIED

5.2.2 Lot 43 – Reported Water Leak: correspondence from the owner of Lot 43 (unit 508) dated 12 January 2022 regarding water leaking from the balcony above was tabled, noting the update from Building Management to confirm that these investigations will take base urgently to mitigate further damage to the Building, with the aim to provide a report and proposed course of action by the next meeting.

5.2.3 Lot 8 – Pest Control: correspondence from the managing agent of Lot 8 (unit 108) dated 2 February 2022 regarding cockroaches in the unit was noted.

Building Management confirmed that all common areas are treated regularly within the Building. To be of assistance, the incumbent pest

control company will be invited to provide price options for internal pest control treatment for individual owner's consideration and will be shared via general comms to all Owners.

5.2.4 Sydney Water – Backflow Test: correspondence received from Sydney Water dated 4 January 2022 regarding the Annual Testing of Backflow Containment Device was noted, the Managing Agent was instructed to send to the Building Manager for prompt attention.

5.2.5 Proposed lighting upgrade (Pro Energy): that the quote from Pro Energy dated 8 December 2021 in the amount of \$18,598.36 plus GST to upgrade the lighting at the scheme was approved.

CARRIED

5.2.6 Sydney Water - Water Fix Strata: correspondence dated 9 February 2022 in relation to higher water usage than current water efficient benchmarks was tabled, noting that further information has been supplied by Building Management for Sydney Water to provide the complimentary desktop assessment.

5.3 That any quotations presented by Building Management be tabled and approved if appropriate, ratify any approval or determines any further action.

- Quotation for the replacement of 13 buttons on all panels within the Building Lift in the amount of \$2,972.00 plus GST was approved, subject to the Building Manager reviewing a sample of the proposed buttons / material.
- Comprehensive lift maintenance agreement has expired; Quotation from Liftronic in the amount of \$2,996.12 plus GST per quarter was approved for a period of three (3) years subject to no CPI increase.
- Tormac Automatic dated 31 January 2022 providing the following options relating to the auto door was considered, approving Option 2 in the amount of \$3,900.00 plus GST:

Scope of Works:

- Supply and Install Motor and belt to suite existing brand of door
\$ 4,052.88 + GST
- Supply and Install Tormax 2201 Upgrade Kit (2 year warranty)
using existing push buttons and sensors and trollies.

\$3,900.00 + GST

CARRIED

By-law Breaches

5.4 No by-law breaches were reported at the time of this meeting.

6 BUILDING MANAGEMENT COMMITTEE REPRESENTATIVE:

6.1 That the Strata Committee receives an update from the BMC Representative(s) in relation to the recent Building Management Committee (BMC) Meeting and if appropriate, any further instructions be provided.

6.1.1 External Cladding:

6.1.2 Lift Replacement Project and Shared Facility Amendment: Lift #10: replaced and completed.

All Members of the BMC are to consider removing lift #9 as a shared facility

– further information to be provided.

6.1.3 Insurance: Updated insurance valuation from QS Solutions was received, noting the substantial increase in values from the 2021 valuation (from \$195,975,000 to \$218,460,000) which has been forwarded to the Broker to endorsement.

It was further noted that this increase is primarily due to a substantial spike in both construction costs and inflation over the past twelve months.

6.1.4 Roof Top Garden Project: The Representative of Lot 6 (Henry Building) reported that the project is due to commence April 2022.

Rectification and Upgrade of the Air Conditioning (Secondary) System

6.1.5 Tender Analysis: table and acknowledge the following documentation, as presented by the Facilities Management Team in relation to the planned Rectification and Upgrade of the Air Conditioning (Secondary) System.

- *Hydraulic Engineers Report.*
- *Scope of works*
- *Template for the tender that was sent out to the plumbers.*
- *Tender requests & update*

The tender analysis was received, with the BMC selecting contractor - NACS Constructions in the amount of \$348,000.00 plus GST.

It was agreed to deal with this expense at the end of the financial year via the reconciliation, Shared Facility:

Air conditioning	6%	51%	2%	20%	0%	20%	1%	Allocation based on estimated condenser water flow rate.
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Due to the quantum and type of works, it was agreed to appoint a Superintendent for the purpose of periodic supervision of contractor and approving invoice payments.

5.2 No motion requests were considered at this meeting.

Insurance

6.3 That the Strata Committee tables the current Insurance Claims Report as prepared by BAC Insurance Brokers Pty Ltd and receives an update on any open claims:

8/07/2021	Electrical Damage: Alba- Power outage on 8th July. Unit 501 and 502 Air cons not working afterwards	Remo has supplied Ausgrid's confirmation of an outage and why it occurred. SUU's machinery assessor will now confirm if that is sufficient for cover under the policy for the two air cons. Unit 502 has replaced their air con, 501 is waiting approval Required from Dynamic: 502's invoice.
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The Managing Agent was instructed to disclose to the Insurer that Unit 502 has been sold in which the lot owner replaced the A/C at its own cost, sharing the invoice for U502 and the quotation for U501.

7 COMPLIANCE CERTIFICATES/KEY EVENTS CALENDAR:

7.1 The following key events calendar was noted:

Key Events	Dates	Committee Review
Cooling Tower Management Plan - Risk	31 August 2021	BMC
AFSS	28 October 2022	BMC

Financial Year End	30 September 2022	October 2021
Building Manager	21 November 2024	November 2021
Roof Anchor Certification	14 December 2022	Building Management
Insurance Renewal	16 April 2022	BMC
Lift Registration	24 May 2022	BMC
Managing Agent	1 December 2022	November 2022
Electricity Contract	1 January 2024	June 2023

7.2 The following services dates were noted:

Services	Last Service Date
Quarterly Pest Treatment – all SP's	01/12/2021
Monthly A/C Water Test & Treatment – all SP's	09/02/2022
Bi-Annual Inaccessible Window Cleaning – all SP's	23/12/2021
Quarterly Automatic Door Service – SP72040 and SP72979	15/01/2022
Monthly Pool Service - BMC	19/01/2022
Monthly Water Feature Service - BMC	19/01/2022
Annual Cold Water Tank Cleaning - BMC	28/08/2020
Quarterly Garbage Compactors Service – SP72040, SP72979 and SP84303	21/01/2022
Six-Monthly Garbage Chute Cleaning – all SP's	15/11/2021
Cold Water, Hot Water, Sewage and Stormwater Pumps Quarterly Service – BMC	15/11/2021

8 FIRE ORDER (REF #FIRE/2020/33):

8.1 That an update be provided from Peiter Henry Architects in relation to the Building Product Rectification Order received from the City of Sydney Council dated 16 April 2020 (Ref #FIRE/2020/33) and if appropriate, further instructions be provided.

The head construction contract is executed (i.e. 'contract time' is running) and planning works by the Head Contractor, Paynter Dixon, are well underway.

The façade engineers, Rickard Engineering requested additional investigation of the façade structure in light of the Design & Building Practitioner Act. Rickard Engineers have required substantial 'management' by Pieter Henry Architects.

Investigation works of the existing structure behind the façade were undertaken on 16-18 February by the head contractor, Paynter Dixon, under the direction of Rickards Engineers and contract superintendent (Pieter Henry Architects).

As a result of the investigations, Rickard Engineers are now finalising further documentation so that Paynter Dixon's subcontractor can prepare shop drawings for panel production. The shop drawings will also be used for the declared designs being uploaded to the Planning Portal for the D&BPAct requirements.

8.1.1 Correspondence dated 3 February 2022 from Peiter Henry Consultants in relation to various matters for the attention of the Strata Committee was tabled, noting:

- Paynter Dixon site attendance and investigation works
- 'Progress claim' in the estimated amount of \$80,000, noting the time frame for payment under the contract is 14 days from the assessment of the claim
- Estimated consultant costs in the amount of \$20,000, noting these fees have yet to be approved
- The Project Cost Plan

Rickard Engineering Fee Variation:

In light of legislation changes, Rickards Engineers have requested approval of an amended fee proposal. Attached to this email is the original fee and scope proposal (dated 11 November 2019), and the variation request (dated 24 February 2022). Can the strata please review and provide their acceptance of the fee proposal? The original fee was accepted for "Stage A" only by a purchase order of the Strata Managers – this scope has been billed and paid. "Stage B" is the revised scope and fee (due to D&BPAct), and after numerous back-and-forth discussions, revisions, negotiations and virtual meetings with Rickards, the scope has now been finalised into the attached. We can provide further detail if necessary, however the scope now appears to meet with what is required for the project.

Paynter Dixon Payment Claim:

Progress payment claims under the head contract are to be submitted with a reference date of the 27th of each month. We are yet to receive this month's (first) progress claim from Paynter Dixon, but are expecting it today. It is expected to include claim for HOW Insurance (approximately \$60,000) plus some of their preliminary costs to date. A total in the order of \$80,000 plus GST. Pieter Henry Architects will make assessment of the claim under the contract and advise regarding payment.

Additional Costs Request – Paynter Dixon – Site Investigations & Anchor Installation:

Paynter Dixon have submitted an Additional Work Request for the installation of upgraded anchors suitable for abseiling and for investigation works. This AWR is for the amount of \$4,464 plus GST. The investigation works and anchor installation were instructed by the Superintendent. Rickards Engineers had requested that such investigation was essential so that they could prepare drawings to meet the D&BPAct requirements, and for the project to move ahead with contract time now running. The superintendent relied on the provisions of the contract to instruct the works and subsequently price those works reasonably with the Contractor. Negotiations in this regard are not yet finalised – based on the tender submission clarifications which were subsequently included in the executed contract, the investigation costs could be assessed to be reasonably borne by the Contractor. However, the anchor installation cost (a permanent building upgrade – cost circa \$2,000) may reasonably be borne by the Principal (Strata). The superintendent will report to the Strata on the assessment/acceptance of the cost of this Additional Works Request prior to issuing it to the Contractor.

Additional Cladding on the Northern Façade

This scope is awaiting advice from Rickards Engineers. The discovery of the panelling on the Northern Façade which is not included in the Rickard Engineers set of drawings and hence the contract scope may need to be replaced as well. As soon as Rickards report back, their advice will be provided to the Strata for consideration. The Strata should make consideration of whether they wish to replace this cladding in any case – funding, other statutory requirements, concurrent with southern façade works, etc.

Subcontractor Approval:

Under the Contract, the Contractor is to request the approval from the superintendent for the Cladding Subcontractor they are intending to engage.

They are preparing details of the subcontractor which will be submitted in the coming week.

- 8.2 No fee proposals were considered at this meeting.
- 8.3 *That a 'Fire Order Working Group' be established and if appropriate, further instructions be provided.*
- 8.4 *That after consideration of the preceding motions, the Strata Committee determines the next steps in ensuring efficient management of the Building Product Rectification Order and if appropriate, further instructions be provided.*

DEFERRED

9 APPLICATIONS:

- 9.1 That the following applications for the attention of the Strata Committee be tabled, considered and if appropriate, be approved or any further instructions be provided.
- 9.1.1 Lot 34 Application Notification dated 21 February 2022 to carry out works within the lot was noted only as a clear scope of works is yet to be provided.
- 9.2 No other application be received.

10 CORRESPONDENCE:

- 10.1 That the following correspondence for the attention of the Strata Committee be tabled and if appropriate, be approved or any further instructions be provided.
- 10.1.1 Correspondence from the owner of Lot 52 (Unit 706) dated 21 January 2022 providing feedback in relation to the installation of Glass Door Panels was noted.
- 10.1.2 Correspondence dated 1 March 2022 from Lot 38 Unit 503 in relation to the side table located within level 5 was tabled.

The Committee agreed to arrange for the table to be removed.

- 10.2 No other correspondence was received for consideration at this meeting.

11 NEXT MEETING:

- 11.1 That the next meeting of the Strata Committee be held on **Tuesday, 24 May 2022** commencing at **6:00pm** and the following meeting be held as follows:
- Tuesday, 23 August 2022
 - Tuesday, 25 October 2022 (budget meeting)
 - Tuesday, 29 November 2021 (Annual General Meeting)

CARRIED

- 11.2 That pursuant to Regulation 14 (1)(a) of the *Strata Schemes Management Regulation 2016 (NSW)*, the Strata Committee approves the adoption of voting by electronic means, namely by teleconference, video conference or email while participating in the next meeting of the Strata Committee from a remote location.

CARRIED

CLOSURE: There being no further business, the chairperson declared the meeting closed at **7.55pm**.

Signed _____

Date _____

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MINUTES OF THE STRATA COMMITTEE MEETING

STRATA PLAN: 72040

ADDRESS: 'ALBA' 437 - 439 BOURKE STREET, SURRY HILLS NSW 2010

DATE, PLACE & TIME OF MEETING: The Strata Committee of The Owners - Strata Plan No. 72040 held a meeting electronically by video/teleconference on Tuesday, 24 May 2022.

The meeting commenced at **6.10pm**

PRESENT: Dominic Ng
Michael Hesse
Stephen Chow
Matthew McGrane

IN ATTENDANCE: Claire Wilson (Dynamic Property Service – Strata Managing Agent) and Remo Antonucci and Robbie Santana (Greycliff – Building Management)

CHAIRPERSON: Claire Wilson (By invitation)

APOLOGIES: Neil Wesley

1. DISCLOSURE OF PECUNIARY INTERESTS:

The Strata Committee Members confirmed that no pecuniary interests were held or declared.

2. ACTING MEMBER:

There were no acting members for the purpose of this meeting.

3. MINUTES:

Addition to the minutes of meeting held 1 March 2022 was proposed and adopted:

- Motion 10.1.2, noting correspondence 24 February 2022 and the other as noted in the minutes being 1 March 2022.

CARRIED

The minutes of the last Strata Committee meeting, held on 1 March 2022, be confirmed as a true record and account of the proceedings at that meeting.

CARRIED

4. FINANCIALS:

4.1 That the financial statement as presented by the Strata Manager dated 30 April 2022 be adopted.

CARRIED

The detailed expense report was reviewed in consultation with Building Management on the tracking of expenses to date v's the budget; specifically, expenses associated with water penetration.

4.2 The current aged arrears report was tabled.

5. BUILDING MANAGEMENT:

5.1 The current Building Management Report was tabled.

A copy of the report will be provided to a lot owner upon request to the Managing Agent.

5.2 That the following matters for the attention of Building Management be considered and if appropriate, instructions be provided.

5.2.1 Lot 40 – Water Damaged Ceiling:

Lot Owners email dated Wednesday 11 May 2022 was tabled.

Altec Building dated 1 March 2022 in the amount of \$4,690.00 plus GST was approved again (as per SCM held 1.03.2022) and that the Building Manager conduct an inspection upon completion of the works to confirm that they have been carried out in accordance with the scope:

Scope of Works

Plasterboard Board Repairs Unit 505 Bedroom 2
Provide floor protection from entry door to work zone
Cover floor and all furniture as required with plastic drop sheets
Safely remove Air Conditioning Vent and store for later use
Remove 1 ceiling sheet only to Southern side of Air con vent
Dispose of removed ceiling sheet in rubbish
Install back blocks to plasterboard joints
Supply new plasterboard sheet measuring approx. 4m2 and all accessories as required to complete works
Set all joints and sand on completion
Prepare entire ceiling ready for painting
Paint entire ceiling and bulkhead to match existing
Remove all drop sheets
Leave site clean and tidy on completion

CARRIED

5.2.2 Lot 43 – Reported Water Leak from the balcony above: die test has been conducted and a scope is being prepared for the proposed remedial works. These investigations may require a formal diagnosis; however, the Building Manager will provide further recommendations in due course.

5.2.3 Sydney Water – Backflow Test: completed.

- Annual backflow prevention devices testing, contractor invoice from Buddee Plumbing Pty Ltd in the amount of \$350.00 is to be reimbursed by St Margarets Building Management Committee (SF#).

5.2.4 Sydney Water - Water Fix Strata: the outcome of the complimentary assessment was noted:

- *building's average water usage is 207 Litres/bedroom/day; "Typical" water usage category and;*
- *In this category, as the water usage is not excessive, it is less likely that significant water usage savings for your building can be achieved.*

5.2.5 Lift Maintenance Agreement: table the comprehensive maintenance agreement between Liftronic and The Owners – Strata Plan 72040 in the amount of \$2,996.12 plus GST and delegates authority to the Managing Agent to execute the contract on behalf of the Owners Corporation and if appropriate, this authority includes affixing the common seal pursuant to section 273 of the Strata Schemes Management Act (2015).

CARRIED

5.2.6 Lot 52 – Leaking windows: informal report from the lot owner dated March 2022 and application dated 5 May 2022 to undertake works to the windows within the lot (motion 9.1.2) was tabled.

Building Management has confirmed that they have issued a survey to all lots to identify and collect date for problematic windows; the results will now be sent to experts for advice to remediate for further consideration by the committee.

5.2.7 Lot 40 – Reported Water Ingression: update from Building Management in relation to water ingress within the lot, specifically the downstairs bedroom noting that this has been treated externally for repair and seal.

5.3 That any quotations presented by Building Management be tabled and approved if appropriate, ratify any approval or determines any further action.

5.3.1 Diagnostech dated 14 March 2022 in the following amounts to diagnose long-standing water penetration issue affecting multiple apartments (lot 52) originating from various rooftop areas and plant room be ratified.

Fee Estimates	
1 – Targeted Water Testing	\$3,000.00 + GST (per day – budget 2-3 days)
2 - Technical Specification	\$3,000 - \$5,500 + GST (Scope TBA)
3 – Tender Process	\$2,400.00 + GST
4 – Contracts	\$2,200.00 + GST
5 – Design & Building Practitioners Act	Hourly Rate (as required)
6 - Project Management Services	\$9.5% of Contract Value
7 – Defect Liability Period	Hourly Rate (as required)

CARRIED

- Diagnostech Consultants dated 10 May 2022 in the following amounts to diagnose water penetration issue affecting lot 1 was approved:

Service Fee

Fee Estimates	
1 – Targeted Water Testing	\$3,000.00 + GST per day
2 - Technical Specification	\$3,000 - \$5,500 + GST (Scope TBA)
3 – Tender Process	\$2,400.00 + GST
4 – Contracts	\$2,200.00 + GST
5 – Design & Building Practitioners Act	Hourly Rate (as required)
6 - Project Management Services	\$9.5% of Contract Value
7 – Defect Liability Period	Hourly Rate (as required)

CARRIED

By-law Breaches

5.4 No formal by-law breach notices were considered at this meeting.

6. BUILDING MANAGEMENT COMMITTEE REPRESENTATIVE:

- 6.1 That the Strata Committee receives an update from the BMC Representative(s) in relation to the recent Building Management Committee (BMC) Meeting and if appropriate, any further instructions be provided.
- BMC Meeting held 19 May 2022. A copy of these minutes will be provided to a lot owner upon request to the Managing Agent.
- 6.1.1 External Cladding: (refer to motion 8 of these minutes)
- 6.1.2 Commercial Lift Shared Facility Amendment: the Managing Agent will ensure that a suitable motion is placed on the next agenda of the next general meeting for resolution, to enable registration of the updated management statement with Land Register Office.
- 6.1.3 Roof Top Garden Project: 'Henry' reported that final contract negotiations are on foot and a proposed general meeting has been tentative scheduled for June 2022.
- 6.1.4 Rectification and Upgrade of the Air Conditioning (Secondary) System: underway and ongoing.
- 6.2 No motion requests were proposed for consideration at the next Building Management Committee (BMC) meeting.

Insurance

- 6.3 The Strata Committee tabled the current Insurance Claims Report as prepared by BAC Insurance Brokers Pty Ltd and receives an update on any open claims.
- DOL 08/07/2021 | Air Conditioning Units 501 and 502: insurer has accepted claim; due to the invasive works to be carried out within U501 and only one bathroom, the Broker is seeking further settlement terms to include alternate accommodation for the lot owner whilst the works are being carried out.

7. COMPLIANCE CERTIFICATES/KEY EVENTS CALENDAR:

7.1 The Key Events Calendar and Compliance matters were noted as follows;

Key Events	Dates	Committee Review
Cooling Tower – Risk Management Plan	31 August 2021	BMC
AFSS	28 October 2022	BMC
Financial Year End	30 September 2022	October 2021
Building Manager	21 November 2024	November 2021
Roof Anchor Certification	14 December 2022	Building Management
Insurance Renewal	16 April 2022	BMC
Lift Registration	24 May 2022	BMC
Managing Agent	1 December 2022	November 2022
Electricity Contract	1 January 2024	June 2023

7.2 The Service Dates Calendar matters were noted as follows;

Services	Last Service Date
Quarterly Pest Treatment – all SP's	01/12/2021
Monthly A/C Water Test & Treatment – all SP's	09/02/2022
Bi-Annual Inaccessible Window Cleaning – all SP's	23/12/2021

Quarterly Automatic Door Service – SP72040 and SP72979	15/01/2022
Monthly Pool Service - BMC	19/01/2022
Monthly Water Feature Service - BMC	19/01/2022
Annual Cold Water Tank Cleaning - BMC	28/08/2020
Quarterly Garbage Compactors Service – SP72040, SP72979 and SP84303	21/01/2022
Six-Monthly Garbage Chute Cleaning – all SP's	15/11/2021
Cold Water, Hot Water, Sewage and Stormwater Pumps Quarterly Service – BMC	15/11/2021

8. FIRE ORDER (REF #FIRE/2020/33):

Motions:

- 8.1 That an update be provided from Peiter Henry Architects in relation to the Building Product Rectification Order received from the City of Sydney Council dated 16 April 2020 (Ref #FIRE/2020/33) and if appropriate, further instructions be provided.
- Email correspondence from Peiter Henry Architects dated 23 May 2022 was tabled and noted.
- 8.1.1 Project Update dated 28 February 2022 from Peiter Henry Architects and request to confirm frequency for the future release of the same.
- 8.1.2 Ratify approval of Project Claim #1 dated 29 March 2022 in the amount of \$56,082.35 (incl GST) was approved.
- 8.1.3 Correspondence dated 14 April 2022 from Peiter Henry Architects in relation to a request for extension of time for the completion of the Fire Orders FIRE/2020/33.
- 8.2 *That any fee proposals pertaining to the Building Product Rectification Order be considered or if appropriate, further instructions be provided.*
- 8.3 That a 'Fire Order Working Group' be established, noting that Michael Hesse is the main contact within the committee for this project:
- 8.4 That the following correspondence pertaining to the Fire Order be tabled and if appropriate, further instructions be provided.
- 8.4.1 City of Sydney Council dated 8 March 2022 seeking an update on the commencement of the remedial cladding works, noting the City has modified the fire safety order from the original completion date of 16 May 2021 to allow additional time until 28 January 2022 which has now lapsed.
- 8.4.2 City of Sydney dated 8 March 2022 confirming that Council will pay 15.5% of the contact price entered into between SP 72040 and PD Remedial Pty Ltd in relation to the removal and replacement of the non-complaint cladding.
- 8.4.2.1 That after consideration of the preceding motion, the Strata Committee delegates authority to the Managing Agent to execute the Supply Agreement between The Owners – Strata Plan 72040 and City of Sydney Council on behalf of the Owners Corporation and if appropriate, this authority include affixing the common seal pursuant to section 273 of the Strata Schemes Management Act (2015).
- CARRIED**
- 8.4.3 City of Sydney dated 10 May 2022 in relation to Modification of an Order (FIRE/2020/33).

8.4.3.1 That after consideration of the preceding motion, the Strata Committee delegates authority to the Managing Agent to execute the Modification of an Order on behalf of the Owners Corporation and if appropriate, this authority include affixing the common seal pursuant to section 273 of the Strata Schemes Management Act (2015).

CARRIED

8.5 *That after consideration of the preceding motions, the Strata Committee determines the next steps in ensuring efficient management of the Building Product Rectification Order and if appropriate, further instructions be provided*

9 APPLICATIONS:

9.1 That the following applications for the attention of the Strata Committee be tabled, considered and if appropriate, be approved or any further instructions be provided.

9.1.1 (Update) Lot 34 Application Notification dated 21 February 2022 to carry out works within the lot.

The Building Manager confirmed that an updated scope had been received from the lot which will be re-submitted to the Committee via the Managing Agent for consideration via email correspondence, and any decision to be ratified at the next meeting if applicable.

9.1.2 Lot 52 Application dated 5 May 2022 to undertake works to the windows within the lot was tabled, noting that the lot owner is required to provide its position / further information pertaining to:

- Clarification on what option is being proposed for the type of glass that is intended on being installed and confirmation from the Building's architect that it will conform with the Architectural Code
- Proposed draft by-law for the proposed works to common property (Sect 108 of SSMA) for formal consideration at a general meeting.

9.1.3 Lot 50 Minor Works Application dated 29 April 2022 to remove the cage around the parking space was noted as approved by SP 72457.

9.2 No other application were received for this meeting.

10 CORRESPONDENCE:

10.1 That the following correspondence for the attention of the Strata Committee be tabled and if appropriate, be approved or any further instructions be provided.

10.1.1 Correspondence dated 24 February 2022 from lot 40 in relation to a table placed on Level 5 and requested removal of the same was noted (furniture has been removed).

No further action required.

10.1.2 Correspondence dated 1 March 2022 from lot 38 in relation to a table placed on Level 5 and requested removal of the same was noted (furniture has been removed).

No further action required.

10.2 No other correspondence was received.

11 NEXT MEETING DATE:

11.1 That the next meeting of the Strata Committee be held on **Tuesday, 23 August 2022** commencing at **6:00pm** and the following meeting be held as follows:

- Tuesday, 25 October 2022 (budget meeting)
- Tuesday, 29 November 2021 (Annual General Meeting)

CARRIED

- 11.2 That pursuant to Regulation 14 (1)(a) of the *Strata Schemes Management Regulation 2016 (NSW)*, the Strata Committee approves the adoption of voting by electronic means, namely by teleconference, video conference or email while participating in the next meeting of the Strata Committee from a remote location.

CARRIED

CLOSURE: There being no further business, the chairperson declared the meeting closed at **7.40pm.**

Signed

Date

MINUTES OF THE STRATA COMMITTEE MEETING

THE OWNERS - STRATA PLAN: 72040

ADDRESS: 'ALBA' 437-439 BOURKE ST, SURRY HILLS NSW 2010

DATE, PLACE & TIME OF MEETING: The Strata Committee of The Owners - Strata Plan No. **72040** held a meeting electronically by video/teleconference on **Tuesday, 23 August 2022.**

The meeting commenced at **6:01pm.**

PRESENT: Dominic Ng
Neil Wesley, left at 7.03pm
Michael Hesse
Stephen Chow

IN ATTENDANCE: Lot 24 (U306) S Mothersill
Lot 53 (U707) A Kollmorgen
Claire Wilson (Dynamic Property Services) and Dean Mack & Remo Antonucci (Greencliff Building Management)

CHAIRPERSON: Claire Wilson (by invitation)

APOLOGIES: Matthew McGrane

1. DISCLOSURE OF PECUNIARY INTERESTS:

The Strata Committee Members confirmed that no pecuniary interests were held or declared.

2. ACTING MEMBER:

2.1 There were no acting members for the purpose of this meeting.

3. MINUTES:

That the minutes of the last Strata Committee meeting, held on 24 May 2022, be confirmed as a true record and account of the proceedings at that meeting.

CARRIED

4. FINANCIALS:

4.1 That the Financial Statement as presented by the Strata Managing Agent dated 31 July 2022 be adopted.

CARRIED

4.2 The current aged arrears report was tabled.

4.2.1 Lot 50 Request to waive Debt Recovery charges in the amount of \$20.00 for late payment of 1 April 2022 levy was approved, noting that the interest charges in the amount of \$82.92 are required to be approved at a general meeting pursuant to section 85 of the Strata Schemes Management Act (2015).

CARRIED

5. BUILDING MANAGEMENT:

5.1 The current Building Management Report was tabled.

A copy of the report will be provided to a lot owner upon request to the Managing Agent.

5.2 That the following matters for the attention of Building Management be considered and if appropriate, instructions be provided:

5.2.1 Lot 40 (U505) – Water Damaged Ceiling: update from Building Management in relation to the water damaged ceiling and repairs concerning the same and tabled correspondence dated 10 July 2022 from lot 40 concerning same.

It was noted that the repairs are currently being attended to by the contractor.

5.2.1.1 The Strata Committee tabled the minor works contract between the Owners – Strata Plan 72040 and Altec Building Group in the amount of \$5,159.00 (incl GST) and if appropriate, delegates authority to the Managing agent to execute the contract on behalf of the Owners corporation including affixing the common seal pursuant to section 273 of the Strata Schemes Management Act (2015).

CARRIED

5.2.2 Lot 43 (U508) – Reported Water Leak: update from Building Management in relation to water leaking from the balcony above and rectification of the same.

Plumber has confirmed that the copper pipe is not compromised, it is a water proofing issue (see motion 5.2.5).

5.2.3 Lot 52 (U706) – Leaking windows: update from Building Management in relation to leaking windows within the lot and requested rectification concerning same, noting informal report from the lot owner dated March 2022.

5.2.3.1 Correspondence dated 7 June 2022 from lot 52 in relation to minutes of the meeting held 24 May 2022 and report concerning the windows within the apartment was noted.

5.2.3.2 Correspondence dated 17 July 2022 from lot 52 to Building Management in relation to alleged delays in rectification of reported issues within the lot was noted.

The committee noted that temporary sealing has been carried out to mitigate water penetration.

Building Management are in the process of seeking advice from a specialist and quotations for any replacement works.

5.2.4 Lot 45 (U601) – Reported Water Ingression: update from Building Management in relation to reported water ingress within the lot, specifically concerning the following matters.

- Leaking windows
- Water damage to wall (near windows)
- Water damage to main bedroom ceiling

The committee noted that temporary sealing has been carried out to

mitigate water penetration.

Building Management are in the process of seeking advice from a specialist and quotations for any replacement works (budget 2022-2023).

It is proposed that the consultant is to inspect and prepare a specification for tender in line with Design Practitioner Act (motion 5.3)

5.2.5 Balconies (West Facing): update from Building Management in relation to fee proposals obtained to rectify reported issues associated with west facing balconies.

- Consultant Diagnostech have prepared a specification which needs to be issued for Tender (currently on hold)

5.3 That any quotations presented by Building Management be tabled and approved if appropriate, ratify any approval or determines any further action.

- Fee Proposal Diagnostech to complete Stage 3 in the amount of \$2,400.00 + GST was approved.

CARRIED

By-law Breaches

5.4 No formal by-law breach notices were considered or requested at this meeting.

6 BUILDING MANAGEMENT COMMITTEE REPRESENTATIVE:

6.1 That the Strata Committee receives an update from the BMC Representative(s) in relation to the recent Building Management Committee (BMC) Meeting and if appropriate, any further instructions be provided.

A copy of the minutes of the last meeting will be provided to a lot owner upon request to the Managing Agent.

6.1.1 External Cladding Remediation (SP72040 – Alba Building): reported that supply agreements have been executed and an extension on the original Fire Order has been achieved and remains current. The commencement of work has been slow due to inclement weather.

6.1.2 Roof Top Garden Project (SP73633 – Henry Building): General meeting has been held; the contracts are now being prepared for execution (builder & superintendent).

6.1.3 Rectification and Upgrade of the Air Conditioning (Secondary) System: Mr Floth (Superintendent) provided the following update as of 18 August 2022:

- Inspected the piping anchors at L8 yesterday and checked on commissioning set up with BMS contractor
- Mechanical components complete
- System operating satisfactorily
- Contractor to complete the reinstatement of the fire rated shaft and any other building works to complete the contract.

The project appears to have exceeded the original schedule 12 August 2022, so the superintendent has been requested to seek an update on the proposed completion date.

6.2 No motion requests were proposed for consideration at the next Building Management Committee (BMC) meeting.

Insurance

6.3 That the Strata Committee tables the current Insurance Claims Report as prepared by BAC Insurance Brokers Pty Ltd and receives an update on any open claims.

6.3.1 **DOL 08.07.21 – Lot 37 Power Outage/Surge Damage to Air Conditioning Unit**

That the Strata Committee table correspondence dated 18 August 2022 in relation to the settlement amount of \$14,250.00 (excl GST) from the Insurer to lot 37 (Unit 502) and if appropriate, provides instructions in relation to the responsibility of the excess and GST component in the amount of \$6,925.00 incl GST (combined), noting the lot has requested full reimbursement of the same (totalling \$21,175 incl GST).

In accordance with the resolutions made at the BMC Meeting held 19 May 2022 instructions were confirmed: "reimbursement in full for the replacement of the associated air-conditioner"

The Managing Agent was instructed to ensure that reimbursement in full is to be processed to Eva Caprile in the amount of \$21,175 incl GST.

CARRIED

7 COMPLIANCE CERTIFICATES/KEY EVENTS CALENDAR:

Motions

7.1 The following Key Events and Compliance matters were noted:

Key Events	Dates	Committee Review
Cooling Tower – Risk Management Plan	31 August 2021	BMC
AFSS	28 October 2022	BMC
Financial Year End	30 September 2022	October 2021
Building Manager	21 November 2024	November 2021
Roof Anchor Certification	14 December 2022	Building Management
Insurance Renewal	16 April 2022	BMC
Lift Registration	24 May 2022	BMC
Managing Agent	1 December 2022	November 2022
Electricity Contract	1 January 2024	June 2023

7.2 The following service dates were noted:

Services	Last Service Date
Quarterly Pest Treatment – all SP's	01/12/2021
Monthly A/C Water Test & Treatment – all SP's	09/02/2022
Bi-Annual Inaccessible Window Cleaning – all SP's	23/12/2021
Quarterly Automatic Door Service – SP72040 and SP72979	15/01/2022
Monthly Pool Service - BMC	19/01/2022
Monthly Water Feature Service - BMC	19/01/2022
Annual Cold Water Tank Cleaning - BMC	28/08/2020
Quarterly Garbage Compactors Service – SP72040, SP72979 and SP84303	21/01/2022
Six-Monthly Garbage Chute Cleaning – all SP's	15/11/2021
Cold Water, Hot Water, Sewage and Stormwater Pumps Quarterly Service – BMC	15/11/2021

8 FIRE ORDER (REF #FIRE/2020/33):

8.1 That an update be provided from Peiter Henry Architects in relation to the Building Product Rectification Order received from the City of Sydney Council dated 16 April 2020 (Ref #FIRE/2020/33) and if appropriate, further instructions be provided.

8.1.1 Progress Claim Certificate 2: correspondence dated 16 June 2022 from Timothy Lang Peach in relation to Progress Claim 2, noting the following.

1.0 Preliminaries

We confirm this claim has been made for \$8,975.84 of preliminary costs; PDR have been active in working on the project with the consultants and their subcontractors to plan the site works, and on this basis we have certified the claimed amount.

2.0 Subcontractor Preliminaries

We confirm this claim has been made for \$15,347.80 of 'subcontractor preliminaries'; the primary subcontractor for the project being "Simplex" have been actively working on the project during the period. They have produced several revisions of the shop drawings for the project and have been working with the consultants toward a final signed off set. On this basis, we have certified the amount

On this basis we confirm that with contract retention applied, the amount to pay is \$ 24,080.40 inc. G.S.T, our attached Progress Payment Certificate refers.

We recommend payment of our Progress Payment Certificate in accordance with the Contract terms.

8.1.1.1 That after consideration of the preceding motion, the Strata committee ratify their instructions to approve payment of \$24,080.00 plus GST of which the Progress Payment Certificate refers (annexed to this meeting notice).

CARRIED

8.1.2 That the Strata Committee table the Access Deed between Catholic Healthcare Limited and The Owners – Strata Plan 72040 and if appropriate, delegates authority to the managing agent to execute on behalf of the Owners Corporation including affixing the common seal pursuant to section 273 of the Strata Schemes Management Act (2015).

CARRIED

The Committee further noted the requirement to produce copies of certificates of currency for the insurances under clause 9 and the Bank Guarantee in the amount of \$10,000 (bond).

CARRIED

8.1.3 Tabled and acknowledged that the invoice seeking reimbursement addressed Council dated 26 July 2022 in the amount of \$27,795.18 plus GST in accordance with the terms of the Supply Agreement seeking 15.5% of costs incurred to date has been submitted to Council (remains unpaid)

8.2 That any fee proposals pertaining to the Building Product Rectification Order be considered or if appropriate, further instructions be provided.

8.2.1 Rickard Engineering dated 28 April 2022 in the amount of \$4,200.00 plus GST, noting approval from Timothy Lang Peach (Project Architect) was approved.

8.2.2 Rickard Engineering dated 27 May 2022 in the amount of \$3,500.00 plus GST, noting approval from Timothy Lang Peach (Project Architect) was approved.

8.2.3 Paynter Dixon dated 14 June 2022 in the amount of \$21,891.28 plus GST, noting approval from Timothy Lang Peach (Project Architect) was approved.

- 8.3.4 Rickard Engineering dated 31 July 2022 in the amount of \$4,400.00 plus GST, noting approval from Timothy Lang Peach (Project Architect) was approved.

CARRIED

- 8.3 That an update be provided by the 'Fire Order Working Group – Timothy Lang Peach dated 18 August 2022:

In order to complete the works, we require access to the neighbour's property. In order to secure that access, last year we negotiated an Access Licence with them.

After much delay, the Licence can commence on 25/8/22 for the same nine-week period as before. (Dates will be amended on the attached Licence).

This licence has been reviewed by lawyers (CCS Legal on behalf of the strata) and was only awaiting dates of access for its execution.

Two items that need your assistance with – the \$10,000 bond for the neighbour, and a security company (Nova) to do the gate check each night at 5pm (company details below).

I've asked the neighbour to confirm and provide an executed copy.

- 8.4 That after consideration of the preceding motions, the Strata Committee determines the next steps in ensuring efficient management of the Building Product Rectification Order and if appropriate, further instructions be provided:

- It was noted that the works will not be complete by the expiry of the Order however it was agreed to seek an extension when required.

CARRIED

9 APPLICATIONS:

- 9.1 That the following applications for the attention of the Strata Committee be tabled, considered and if appropriate, be approved or any further instructions be provided.

- 9.1.1 (Update) Lot 34 Application Notification dated 21 February 2022 to carry out works within the lot, noting that a clear scope of works is yet to be provided.

The committee raised the following questions, for the lot owner to clarify and provide further details prior to the application being formally considered as the plans provided don't provide sufficient details to determine if this application falls within the minor or major category:

- kitchen sink relocation, associated plumbing and proposed ducting within ceiling space – scope to be clarified
- Compliance with Local Council / CDC / DA Requirements
- Confirmation in accepting SP 72040 "Apartment renovation compliance procedures and guidelines"

- 9.1.2 (Update) Lot 52 Application dated 5 May 2022 to undertake works to the windows within the lot.

The committee are awaiting clarification from the lot owner on what option is being proposed for the type of glass that is intended on being used and confirmation / evidence that it will conform with the Architectural Code.

9.1.3 Lot 9 (U109) Application dated 22 August 2022 to install an Air Conditioning unit within the lot was approved.

CARRIED

9.1.4 Lot 24 Building Works Application dated 19 July 2022 to undertake renovations, alterations and additions within the lot was tabled, noting approval at a general meeting is required in accordance with Section 108.

The Managing Agent was instructed to liaise with the lot owner to convene a general meeting (at its expense). The notice of the meeting is to include the application, confirmation on accepting SP 72040 "Apartment renovation compliance procedures and guidelines" and proposed draft by-law.

CARRIED

9.2 That any other applications be received.

Lot 53 x 2 Applications dated 22 August 2022 (received 22 August 2022) were tabled:

- o Installation of Exterior Blind to Balcony
- o Replacement of balcony Doors

The Managing Agent was instructed to liaise with the lot owner to convene a general meeting (at its expense). The notice of the meeting is to include the application, confirmation on accepting SP 72040 "Apartment renovation compliance procedures and guidelines & Codes" and proposed draft by-law.

CARRIED

10 CORRESPONDENCE:

10.1 That the following correspondence for the attention of the Strata Committee be tabled and if appropriate, be approved or any further instructions be provided.

10.1.1 Liftronic dated 22 July 2022 in relation to an increase calculated in line with the terms of the maintenance agreement.

10.2 No other correspondence was received.

11. NEXT MEETING DATE:

11.1 That the next meeting of the Strata Committee be held on **Tuesday, 25 October 2022** commencing at **6:00pm** and the following meeting be held as follows:

- Tuesday, 29 November 2021 (Annual General Meeting)

CARRIED

11.2 That pursuant to Regulation 14 (1)(a) of the *Strata Schemes Management Regulation 2016 (NSW)*, the Strata Committee approves the adoption of voting by electronic means, namely by teleconference, video conference or email while participating in the next meeting of the Strata Committee from a remote location.

CARRIED

CLOSURE: There being no further business, the chairperson declared the meeting closed at **7.25pm**.

Signed _____

Date _____

MINUTES OF THE GENERAL MEETING – STRATA PLAN: 72040

'ALBA'

ADDRESS: 437-439 BOURKE STREET, SURRY HILLS NSW 2010

DATE, PLACE & TIME OF MEETING:	The Extraordinary General Meeting of The Owners - Strata Plan No. 72040 was held on Thursday, 6 October 2022 via video/teleconference. The meeting commenced at 6:00pm .
PRESENT:	Lot 20 Stephen John Chow (Proxy to Claire Wilson) Lot 24 Steven Richard Mothersill Lot 36 Dominic Soon Chye Ng Lot 53 Ashley Kollmorgen
IN ATTENDANCE:	Claire Wilson & Elise Pitcher (Dynamic Property Services) Dean Mack (Greencliff)
CHAIRPERSON:	Claire Wilson (by invitation)
INELIGIBLE PROXIES:	Nil
APOLOGIES:	Nil
QUORUM:	Chairperson's declaration regarding the absence of a quorum: At the scheduled time for the meeting to commence of 6:00pm, the Chairperson noted that a quorum was not present for the meeting to continue. The lack of quorum continued for the next half-hour at which point, the Chairperson declared, pursuant to Clause 17(4)(b) of Schedule 1 to the Act, that those present either personally or by duly appointed proxy and who are entitled to vote on the motion would now constitute a quorum for the purposes of considering the outstanding motions or business of the meeting. The majority of those present at the meeting supported this declaration by the Chairperson.

1. MINUTES:

That the minutes of the last General Meeting of the Owners Corporation, held on 30 November 2021, be confirmed as a true record of the proceedings at that meeting.

CARRIED

2. LOT 24 – BUILDING WORKS APPLICATION:

2.1 That in accordance with section 108 of the Strata Schemes Management Act 2015 (NSW) the Owners Corporation **SPECIALLY RESOLVES** to authorise the owner of lot 24 ("Owner") to add to the common property, alter the common property or erect a new structure on the common property by carrying out the work described in this motion (the "Work") on the condition the owner is responsible for the

ongoing maintenance of the common property, once the Work has been completed in accordance with the by-law the subject of motion 2.2

Total Unit Entitlements (UE) of votes cast on this motion were: 77

Unit Entitlements Votes cast FOR the Motion were: 77

Unit Entitlements Votes cast AGAINST the Motion were: Nil

As not more than 25% of the Unit Entitlements were cast against the motion, the motion was **SPECIALLY RESOLVED**.

CARRIED

2.2 That the Owners Corporation **SPECIALLY RESOLVES** to make a by-law to which Division 3 of Part 7 of the Strata Schemes Management Act 2015 applies in the form of the Proposed By-Law and to complete, affix the seal to and lodge in the Registrar-General's office notification of the same in the form approved under the Real Property Act 1900 as contemplated by section 141(2)(a) of the Strata Schemes Management Act 2015.

In this motion:

Proposed By-Law means the proposed by-law in the document headed *Special By-Law No 12 – Works Lot 24'* as outlined below:

SPECIAL BY-LAW 12 – WORKS LOT 24

A. RIGHTS CONFERRED

The Owner is given the special privilege in respect of the common property in connection with the Lot to carry out the Works defined below at the Owner's cost subject to the Owner complying with the conditions listed in paragraph (c) below.

B. DEFINITIONS

1. In this by-law, unless the context indicates otherwise, the following terms and expressions are defined to mean:

- (i) **"Act"** means the Strata Schemes Management Act 2015 (NSW).
- (ii) **"Authority"** means any government, semi-government, statutory, public or other authority having jurisdiction over the Lot.
- (iii) **"Commencement Date"** means the **approximate** date to be determined.
- (iv) **"Construction Period"** means the period of 4 weeks within which the Works must be completed calculated from the actual Commencement Date.
- (v) **"Insurances"** means for the duration of the Works:
 - (A) a Construction Liability Insurance policy providing cover for:
 - a. physical loss or damage occurring to the Works whilst in the course of construction to their full value by events such as earthquake, storm, fire, lightning, theft including cover for the removal of debris.
 - b. the contractor and all sub-contractors against the risk of liability for death, personal injury, accident and property damage to at least \$20 million in respect of any one claim occurring in the

course of carrying out the Works (commonly called "public liability risk insurance").

(B) Workers' compensation insurance for employees of the contractor.

(C) If required by law, home building insurance for the works pursuant to the Home Building Act 1989 (NSW).

(vi) "**Lot**" means lot no 24 in SP No 72040 (also known as unit 306).

(vii) "**Owner**" means the registered owner of the Lot and successors in title.

(viii) "**Works**" means, in relation to the Lot, the works referred to in the following documents to be produced as an exhibit at the general meeting at which this by-law is considered (copies of which are also available at the strata managing agent's office for inspection prior to the meeting):

(A) Detailed narrative description listing the works to be carried out to the upper level bathroom, marked "**A1**" prepared by SCID Pty. Ltd. dated 04.04.22.

(B) Detailed narrative description listing the works to be carried out to the lower level bathroom, marked "**A2**" prepared by SCID Pty. Ltd. dated 22 July 22.

2. Where any words used in this by-law are defined in the Act they will, unless the context dictates otherwise, have the same meanings as those words have in the Act.

C. CONDITIONS

The rights given to the Owner by this by-law do not apply if the Owner does not comply with the conditions referred to in this by-law.

BEFORE COMMENCEMENT OF THE WORKS

1. **Commencement and Construction Period**

(i) At least 14 days before commencement of the Works, the Owner must give each occupant of a lot written notice of the proposed Commencement Date.

(ii) Subject to any extension of time that the owners corporation in a general meeting may resolve to grant in its absolute discretion, the Works must be completed within the Construction Period.

2. **Authority Approvals**

If required by law, at least 14 days before commencement of the Works, the Owner must furnish the owners corporation with a complete copy of:

(i) if required by law, the completed development application and/or complying development certificate application (as applicable), the construction certificate, the final plans and specifications upon which the Works are based with a request motion from the Owner to seek the owners corporation's prior written consent by ordinary resolution to lodgement (such consent not to be unreasonably withheld or delayed) but only after the owners corporation has received full copies of such proposed applications;

- (ii) if required by law, the development consent and/or complying development certificate (as applicable) and construction certificate for the Works under the Environmental Planning & Assessment Act 1979 (NSW) issued by any Authority or certifier (as the case may be) and all conditions of consent; and
- (iii) all other necessary development consents, certificates and documents required from any other Authority.

3. **Contractor and Licence Details Insurances**

At least 14 days before commencement of the Works, the Owner must furnish the owners corporation with certificates and other documentary proof that the licensed contractor who is to undertake the Works:

- (i) has effected the Insurances for the duration of the Works; and
- (ii) holds the applicable license under the Home Building Act 1989 (NSW).

4. **Flooring**

At least 14 days before commencement of the Works, the Owner must furnish the owners corporation with confirmation that cement screeding, flooring underlay and hard flooring to be installed (eg, hard wood, tiles) will be of sufficient quality to ensure the airborne sound insulation and impact insulation in adjoining lots of hard flooring like wood, floating floors or tile flooring; and walls of the owners lot will achieve a 4 star acoustical result standard of the Association of Australian Acoustic consultants "Guideline for Apartment & Townhouse Acoustic Rating" in bedrooms and other habitable rooms including kitchens) or adjoining lots (whether above, below or adjacent), unless the owners corporation in a general meeting agrees that a 3 star rating is acceptable.

5. **Dilapidation Report**

At least 14 days before commencement of the Works, the Owner must at the Owner's cost commission and serve on:

- (i) the owners corporation; and
- (ii) the owners of all other lots (if access is given to those lots)

a copy of a dilapidation report (which must include photographs) prepared by the design architect or a structural engineer in respect of all areas of those lots and any relevant common property. This report is to be commissioned for the purpose of establishing which cracks or other defects (if any) in the said common property or lots were present before the Works were carried out in order to help decide if any cracks or other defects appearing after commencement of the Works are attributable to the Works.

6. **Bond**

- (i) Within 14 days of the Owner receiving a Construction Certificate (if such is required for the Works) and at least 7 days before commencing the Works, the Owner must pay the Bond to the owners corporation (unless the strata committee or owners corporation decides in a general meeting that a higher

or lesser sum be paid) by lodgement with the strata manager or to the treasurer (if there is no strata manager), which bond may be used by the owners corporation for the purposes of:

- (A) Carrying out any conditions under this by-law if not complied with or other default;
 - (B) Carrying out any repairs or maintenance needed to the common property or a lot in the parcel caused as a result of the Works; and
 - (C) Paying for the expenses of the owners corporation (including legal costs and disbursements of the owners corporations' lawyer calculated on a solicitor/client basis) in the event of:
 - a. A dispute between the owners corporation and Owner as to the Works, maintenance or repair; or
 - b. Dealing with the matters in C.6(i)(A) and C.6(i)(B) above.
- (ii) At the expiration of three months after the receipt by the owners corporation of the certificate of practical completion or the like and the certificates referred to below, the owners corporation must refund to the Owner the bond, or balance of the bond, as the case may be.

7. Inspections

The Owner must provide the owners corporation's nominated representative(s) reasonable access to inspect the Lot if requested by the owners corporation.

8. Indemnities

Before, during and after completion of the Works the Owner must indemnify the owners corporation against the following:

- (i) any sums payable by the owners corporation by way of increased premiums for effecting and maintaining building damage insurance and/or public liability insurance, where such increase in premiums is the direct or indirect result of the use of the relevant area of the common property or of the Works;
- (ii) any legal liability, loss, claim or proceedings in respect of any injury, loss or damage whatsoever to the common property, or other property or person insofar as such injury, loss or damage arises out of or in the course of or by reason of the execution of the Works; and
- (iii) any liability for damage to the Works caused by the owners corporation in undertaking any work referred to in s 122 of the Act or in exercising the power of entry for purposes of or related to such works.

DURING CONSTRUCTION OF THE WORKS

9. Licensed Contractor and Works Quality

The Owner must ensure all the Works be done:

- (i) by contractors appropriately qualified and licensed under the Home Building Act 1989 (NSW);

- (ii) so as to ensure the contractors, their materials, tools, equipment and debris do not obstruct or impede lawful use of the common property by any person;
- (iii) with due care and skill and in accordance with the plans and specifications;
- (iv) using only first quality materials which are good and suitable for the purpose for which they are used and which are of a colour and in keeping with the appearance of the building;
- (v) in accordance with the applicable development consent and other consents. The Owner must not vary the Works except in accordance with the written approval of the local council and the owners corporation, which may not be withheld unreasonably;
- (vi) in accordance with the National Construction Code ("NCC" but still commonly called the Building of Australia), all applicable Australian Standards and requirements of the Work Health & Safety Act 2011 (NSW), Workcover and the law. If following a visual inspection dangerous material (eg asbestos) is found by the Owner or owners corporation or its representatives or contractors, the Owner must have the material removed in accordance with Workcover requirements; and
- (vii) with all due diligence and within the Construction Period.

10. **Vehicles**

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

11. **Work Times**

The Owner must not undertake the Works or allow them to be undertaken except:

- (i) between the hours of 7am and 4pm Monday to Friday, but not on public holidays; or
- (ii) during such hours and days permitted by the local council whichever is the greater.

12. **Time for Operation of Noisy Equipment**

The Owner must ensure:

- (i) that percussion tools and noisy equipment such as jack hammers and tile cutters are only used between 10:00am and 3:00pm; and
- (ii) that at least 72 hours' notice is given to the occupiers of the other lots in the building by a sign prominently displayed on the noticeboard before the use of any such tools and equipment.

13. **Protection of the Building**

The Owner must ensure:

- (i) the common property is properly protected prior to the commencement of the Works. This includes:

- (A) during the Works, the door between the Lot and common property pathway must be completely closed at all times; and
 - (B) the pathway accessing the Lot must be protected from damage.
- (ii) In addition to (A), on each Friday before each weekend, the Owner must ensure the state of cleanliness and tidiness is equivalent to the same state of cleanliness and tidiness that existed before the Works began.
- 14. **Transportation of Building Materials and Equipment and Debris**

The Owner must ensure that in respect of access to and from the Lot:

 - (i) any heavy, large or bulky building materials, equipment and debris are to be transported via an external hoist and so not through the building or by its lift unless the owners corporation permits other means; and
 - (ii) that other than items referred to in (A), may be transported by the lift of the building; and
 - (iii) no building materials are stored on common property.
- 15. **Dust**

The Owner must take all reasonable steps to reduce or mitigate the spread of dust particles from the Lot during the course of the Works.
- 16. **Rubble**
 - (i) All building rubble generated in the course of the Works must be stored within the Lot until such rubble is removed from the scheme; and
 - (ii) Wherever possible, the Owner must have building rubble removed from the Lot in sealed bins.
- 17. **Disturbance**

The Owner must ensure the Works are undertaken in such a way as to cause minimum noise disturbance and inconvenience to the occupiers and owners or another lot or any person lawfully using common property.
- 18. **Authority Directions**

In performing the Works the Owner must comply with all directions, orders and requirements of all relevant Authorities and shall ensure and be responsible for compliance with such directions, orders and requirements by the Owner's servants, agents and contractors.
- 19. **Daily Cleaning**
 - (i) The Owner must clean any part of the common property areas affected by the Works on a daily basis and keep all of those common property areas clean, neat and tidy during the Works.
 - (ii) During such hours and days permitted by the local council.
- 20. **Interruption to Services**

The Owner must minimise any disruption to services in the building and give the occupiers of the other lots in the building at least 72 hours prior notice of any planned interruption to the services in the building such as water, electricity and

television by a sign prominently displayed on the noticeboard before any such disruption.

21. **Security**

The Owner must ensure that the security of the building is not compromised and that no external doors in the common property areas of the building are left open and unattended or left open for longer than is reasonably necessary during the Works.

22. **Variation to Works**

The Owner must not vary the Works without first obtaining the written approval of the owners corporation or, if authorised, by the strata committee.

23. **Connection of Utilities**

In the event that electricity, water or any other service is connected to the Works and the existing service to the Lot is separately metered and charged to the account of the Owner then the Owner must ensure that the new service is installed so as to also be separately metered and charged to the account of the Owner.

24. **Damage and Insurance Claims**

(i) At the request of the owners corporation, the Owner must promptly make good any damage to the common property in the strata scheme caused by the Works or by the altered condition of the common property or lots deriving from the Works.

(ii) The Owner must promptly make good any damage caused by the Works to:

- (A) any lot in the strata scheme and its contents; and
- (B) any other property.

(iii) In respect of the home building insurance policy the Owner must apply the proceeds of a claim to the repair or completion on the Works, or to reimbursement for their prior repair or completion by the owners corporation.

(iv) In respect of the home building insurance and construction risk insurance, the owners corporation, at its option may make and conduct any claim against an insurer in respect thereof.

AFTER COMPLETION OF THE WORKS

25. **Completion of Works**

Within seven days of completion of the Works (defined as being when the Owner's licensed contractor issues a certificate of practical completion or the like to the Owner) the Owner must give to the owners corporation written notice of completion.

26. **Certificates of Engineer and Council**

As soon as practicable after completion of the Works the Owner must give the owners corporation the following certificates:

(i) the certificate or report of a qualified structural engineer addressed to the owners corporation certifying that:

- (A) the components of the Works involving structural alterations or additions are structurally adequate; and
 - (B) the construction of the Works proposed in the engineering drawings do not detrimentally affect the structural integrity of the building or any part of it;
- (ii) an occupation certificate under Part 4A of the Environmental Planning & Assessment Act 1979 (NSW) authorising occupancy of the Lot and a complete copy of applications and all accompanying certificates and documents provided to obtain that certificate; and
- (iii) all warranties, guarantees and certificates in respect of trade works such as waterproofing certificates.

27. Restoration of Common Property

Within 14 days after completion of the Works, the Owner must restore all other parts of the common property affected by the Works as nearly as possible to the state they were in immediately before the Works.

28. Costs

- (i) Within 14 days of the Owner receiving a tax invoice from the owners corporation, its strata manager or lawyer as to expenses, the Owner must pay those expenses (including legal costs and disbursements calculated on a solicitor/client basis) incurred in regard to:
- (A) the drawing, amending, obtaining advice and registration of this by-law; and
 - (B) considering, examining, obtaining advice and changes in respect of any development application or other application submitted to the owners corporation for its consent.
- (ii) If those expenses are not paid to the owners corporation within the 14 days, those expenses shall be added to the next succeeding levy contribution notice due by the Owner to the owners corporation and if not paid by the due date may be recovered by the owners corporation from the Owners as a debt in a court of competent jurisdiction.

ONGOING OBLIGATIONS OF OWNER AFTER COMPLETION OF THE WORKS

At all times after completion of the Works:

29. Maintain Common Property

The Owner must maintain and repair all common property in contact with or affected by reason of the installation of the Works.

30. Maintenance of Works

- (i) The Owner must properly maintain the Works and keep them in a reasonable state of good and serviceable repair and, where necessary, renew or replace any part of those Works when reasonably required by the owners corporation; and

(ii)The Works shall be and remain Owner's fixtures.

31. **Repair Damage**

The Owner must repair with all due care and skill any damage caused to:

- (i) another lot;
- (ii) common property area; or
- (iii) another person's property

that has been caused by the carrying out of the Works.

32. **Prevent Excessive Noise**

The Owner must ensure that any equipment forming part of the Works does not create or generate any heat, noise or vibrations that are likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using a common property area. For example, an air conditioning condensor or a fridge compressor.

33. **Flooring**

The Owner must ensure that any floor coverings installed or exposed in a Lot during the Works are covered or otherwise treated to an extent sufficient to prevent the transmission from the floor coverings of noise likely to disturb the peaceful enjoyment of the owner or occupier of another lot (apart from floor coverings in a laundry, lavatory or bathroom).

34. **Indemnity**

The Owner must indemnify and keep indemnified the owners corporation against all actions, proceedings, claims, demands, costs, damages and expenses which may be incurred by or brought or made against the owners corporation:

- (i) arising out of the Works; or
- (ii) the altered state or use of any of the common property areas due to the Works;
or
- (iii) any breach of this by-law by the Owner or occupier.

35. **Insurance**

The Owner must, if required by the owners corporation:

- (i) make, or permit the owners corporation to make on behalf of the Owner, any insurance claim concerning or arising from the Works; and
- (ii) use the proceeds of any insurance payment made as a result of an insurance claim towards completing the Works or repair **any damage to the building caused by the Works.**

36. **Comply with the Law**

The Owner must comply with all statutes, by-laws, regulations, rules and other laws for the time being in force and which are applicable to the Works and the requirements of the local council concerning the Works.

37. **Breach of this By-law**

Without prejudice to the other rights of the owners corporation, if the Owner shall fail or neglect to perform or observe any of the conditions, then following 14 days' notice of such breach to the Owner and the non-rectification or non-cessation of such breach within the said seven days of receiving the notice, the owners corporation may:

- (i) unless an emergency, in accordance with s 122 of the Act enter the Lot and have appropriately qualified and licensed contractors or tradespersons rectify the breach; and
- (ii) recover the cost of such rectification and expenses of the owners corporation as a debt due from the Owner (including lawyer's costs on a solicitor/client basis) in a court of competent jurisdiction.

NOTATIONS

- (1) This by-law and these notations have been prepared by Mr Raea Khan, strata and building defects lawyer on behalf of Owner.
- (2) The aim of this by-law is to obtain the consent of the owners corporation to allow the Owner to undertake the Works.
- (3) The object of this by-law is to validate for the Owner and later owners of lot 24 the:
 - * construction of the Works; and
 - * give them special privilege to the common property area to which the Works are attached or affixed,
- (4) The Owner confirms that Local Council consent is not required however has inserted authority approval clause if required by law to address any concerns that owners corporation may have with consent.
- (5) In the event the owners corporation fails to pass this motion by special resolution, a next option available to the Owner (if mediation is unsuccessful) is to lodge an Application against the owners corporation with the NSW Civil and Administrative Tribunal to obtain orders, inter alia, declaring the owners corporation's refusal to pass the by-law unreasonable and so impose the by-law on the owners corporation.
- (6) Clause 15 of Schedule 2 of the Real Property Regulations 2014 (NSW) states:

"SCHEDULE 2 – Requirements for certain instruments

15. *Annexures, additional sheets or inserted sheets may be prepared by means of a photographic or similar process approved by the Registrar-General and, if so prepared:*

- (a) must comply with items 1-14, and*
- (b) must contain only printing that is permanent and legible with a dense black image free from excessive background, and*
- (c) must be so prepared that the process does not affect the quality of the paper, and*
- (d) must not include photographs, except with the consent of the Registrar-General, and*

(e) *must be authenticated by original signatures."*

(7) Once this by-law is passed by the owners corporation, the proposed Change of By-law form to be registered at the Registrar-General's office shall omit all annexures due to:

- * the contents of clause 15(d);
- * the bulk of the annexures; and
- * the owners corporation will have on record (for at least seven years: s 180) all annexures considered at the general meeting when a vote was taken on this by-law. A search of the owners corporation's records may be conducted to obtain a copy if still retained by the owners corporation. The solicitors' records are destroyed after seven years. The Owner should permanently keep a full copy of this by-law motion, the annexures and the minutes of the meeting.

The Owners Corporation resolved to set the Bond amount in the sum of \$5,000.00.

Total Unit Entitlements (UE) of votes cast on this motion were: 77

Unit Entitlements Votes cast FOR the Motion were: 77

Unit Entitlements Votes cast AGAINST the Motion were: Nil

As not more than 25% of the Unit Entitlements were cast against the motion, the motion was **SPECIALY RESOLVED**.

CARRIED

3. LOT 53 – BUILDING WORKS APPLICATION:

3.1 That the Owners Corporation **SPECIALY RESOLVES** to authorise the Authorised Owner to take such action the subject of section 108(1) of the Strata Schemes Management Act 2015 as required to carry out the Permitted Works subject to and in accordance with the Conditions, the ongoing maintenance of which is to be the responsibility of the Authorised Owner.

Note in accordance with section 108(5) of the Strata Schemes Management Act 2015 this resolution has no effect unless:

- (a) *the owners corporation obtains the written consent of the owner to the making of a by-law to provide for the maintenance of the common property by the owner, and*
- (b) *the owners corporation makes such a by-law.*

In this motion:

Authorised Owner means the Authorised Owner as defined in the Proposed By-Law;

Conditions means the provisions of the Proposed By-Law;

Permitted Works means works permitted or required to be done by the Authorised Owner in accordance with the Proposed By-Law; and

Proposed By-Law means the proposed by-law in the document headed 'Special By-Law 13 – Works Lot 53' annexed to the agenda for this meeting.

Total Unit Entitlements (UE) of votes cast on this motion were: 77

Unit Entitlements Votes cast FOR the Motion were: 77

Unit Entitlements Votes cast AGAINST the Motion were: Nil

As not more than 25% of the Unit Entitlements were cast against the motion, the motion was **SPECIALLY RESOLVED**.

CARRIED

3.2 The Owners Corporation **SPECIALLY RESOLVES** to make a by-law to which Division 3 of Part 7 of the Strata Schemes Management Act 2015 applies in the form of the Proposed By-Law and to complete, affix the seal to and lodge in the Registrar-General's office notification of the same in the form approved under the Real Property Act 1900 as contemplated by section 141(2)(a) of the Strata Schemes Management Act 2015.

In this motion:

Works Detailed narrative description listing the works to be carried out, marked "A3".

Proposed By-Law means the proposed by-law in the document headed 'Special By-Law 13 – Works Lot 53' as outlined below:

SPECIAL BY-LAW 13 – WORKS LOT 53

DEFINITIONS

Lot means lot 53 in strata scheme 72040.

Works means the alterations and additions undertaken by the Owners to their Lot and so much of the common property as is necessary to fully renovate the Lot in accordance with the scope of works submitted by the Owners to the executive committee, a copy of which is attached to the minutes of the meeting at which this by-law was considered. Any term used in this by-law that appears in the Strata Schemes Management Act 1996 (**Act**) has the same meaning as in the Act.

Singular includes the plural and vice versa.

A reference to one gender includes a reference to all other genders.

Headings are included for convenience only and do not affect the meaning of the clauses to which they relate.

RIGHTS

Subject to the Conditions, the Owners will have a special privilege to carry out and keep the Works in the Lot and exclusive use of the common property affected by the Works.

CONDITIONS

- A. Prior to the Works being undertaken, the Owners must at their own cost:
- (a) submit plans detailing the Works to the executive committee and obtain its written consent, such consent not to be unreasonably withheld;
 - (b) provide evidence of development approval from the local council and any other statutory authority whose consent may be required for the proposed Works;
 - (c) effect and maintain contractors all works insurance, insurance required under the Home Building Act 1989, workers compensation insurance and public liability insurance in an amount of no less than \$20,000,000 in the joint names of the Owners and the owners corporation (which policy must contain a cross liability and severability clause). Any insurance policy required to be effected by the Owners, may be effected by a contractor on behalf of the Owners. The executive committee may waive the requirement for public liability insurance cover to be in the joint names with the owners corporation

if the Owners cannot, after using the Owners best endeavours, reasonably obtain such a policy.

- B. When carrying out the Works in accordance with this by-law the Owners must comply with:
 - (a) the by-laws in force for this strata scheme; and
 - (b) all the conditions of the relevant consent authority/ies in relation to the Works; and
 - (c) the reasonable directions of and conditions imposed by the executive committee, including as to permissible hours of work, movement of building materials on the parcel and the disposal of building and other debris.
- C. At the completion of the activities constituting the Works, the Owners must, within a reasonable time of being requested by the executive committee, produce written certification that the Works meet relevant Australian engineering and building and acoustic standards and any additional standards and conditions required by the executive committee for such works and that the structural integrity of the building has not been compromised by the Works.
- D. The Owners must properly maintain and keep the Works in a state of good and serviceable repair (at their own cost) and replace the Works or any part of them at their own cost as the owners corporation may reasonably require from time to time.
- E. The Owners must accept liability for any damage caused to the common property, their Lot and/or any other lot in the strata scheme as a result of the Works and associated actions and are responsible to make good that damage immediately after it has occurred.
- F. The Owners must indemnify the owners corporation against any loss or damage the owners corporation suffer (including legal costs) as a result of the performance, maintenance, repair/replacement or removal of the Works and will pay those costs to the owners corporation on demand.

REMEDY

If the Owners fail to comply with any obligation of this by-law, the owners corporation may:

- (a) if the Owners do not rectify the failure to comply with any obligation of this by-law within 20 business days after notice from the owners corporation requiring the failure to be rectified, enter any part of the parcel to carry out the necessary work to perform the obligation; and
- (b) recover the costs of carrying out that obligation from the Owners as a debt, due and payable at the owners corporation's direction and which, if unpaid within 1 month of being due, will bear simple interest at the rate of 10 percent per annum until paid.

The Owners Corporation resolved to set the Bond amount in the sum of \$1,000.00.

Total Unit Entitlements (UE) of votes cast on this motion were: 77

Unit Entitlements Votes cast FOR the Motion were: 77

Unit Entitlements Votes cast AGAINST the Motion were: Nil

As not more than 25% of the Unit Entitlements were cast against the motion, the motion was **SPECIALY RESOLVED.**

CARRIED

CLOSURE: There being no further business, the chairperson declared the meeting closed at **6.45pm**.

Signed

Date

From: Danielle Macras
Sent: Tue, 19 Apr 2022 02:01:39 +0000
To: Danielle Macras
Subject: FW: EXT - RE: SP72040 - Alba Apartments - Facade replacement works / cladding & fire order
Attachments: 02. Building Product Rectification Order - CoS-Stage1Complete.pdf, 02. Building Product Rectification Order - 437 Bourke St - CoS.pdf

From: timlaingpeach@gmail.com <timlaingpeach@gmail.com>
Sent: Thursday, 14 April 2022 3:34 PM
To: 'Marko Konjevic' <mkonjevic@cityofsydney.nsw.gov.au>
Cc: Elise Pitcher <Elise.Pitcher@dynamicproperty.com.au>; 'Ben Matthews' <ben@pieterhenry.com>; michael@michaelhesse.com; Claire Wilson <Claire.Wilson@dynamicproperty.com.au>
Subject: EXT - RE: SP72040 - Alba Apartments - Facade replacement works / cladding & fire order

Hi Marko,

We write to request a further extension of time for the completion of the Fire Orders FIRE/2020/33.

Stage 1 of those Orders have been completed – refer to attached correspondence dated 22 February 2021.

Regarding the completion of Stage 2 & 3 of the Orders, and on behalf of the Strata Owners, we request that the Compliance Period be extended to 31 July 2022.

We have been working with the Strata Owners, the consultant design team, and the appointed Head Contractor to expedite the works in a difficult climate. The global pandemic, aluminium cladding supply, the introduction of the Design & Building Practitioners Act, and difficulties with resourcing within the design team have conspired to extend the project timeframes beyond those initially forecast or reasonably expected.

The project progress and current status is outlined herein:

- The Head Contractor, Paynter Dixon Remedial, have executed a contract for the works with the Strata Owners
- The primary design consultant, Rickards Façade Engineers, have been appointed to continue their design works, including responsibilities in relation to the new Design & Building Practitioner Act
- Further façade investigation works have been undertaken by abseil access to inform the finer technical details of the design.
- The project has been notified on the NSW Planning Portal in line with requirements of the D&BP Act
- An accredited C10 Fire Engineer is engaged on the project for the relevant construction phase certifications

- Notification and negotiations have been undertaken with the relevant neighbours for private access during the works and to minimise their disruption during the works.

At a high level, the forecast programme is outlined below:

- 2 further weeks of shop drawing finalisation - 19-29 April 2022
- 4 weeks of shop fabrication - 2-27 May 2022
- 8 weeks of site establishment for installation - 30 May - 22 July 2022

Accordingly, we would request that an extension to the Compliance Period be considered by City Of Sydney.

If you require further information in respect of this request, please don't hesitate to contact me on the details below.

We look forward to hearing from you as soon as convenient.

Kind regards,
Tim

TIMOTHY LAING - PEACH
Project Architect

pieterhenry | studio 16 | 1 bradly ave, kirribilli nsw | M: +61 467 052 008 | P: PO Box 771 manly nsw 1655 | W: www.pieterhenry.com

Nominated Architect: Benjamin Matthews, NSW ARB# 8749, AAA member



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This message, together with any attachment, is intended for the use of the person to whom it is addressed and contains information that may be privileged and confidential. If you are not the intended recipient, you are hereby notified that any dissemination, distribution or copying of it is strictly prohibited. PIETERHENRY Pty Ltd

From: Claire Wilson <Claire.Wilson@dynamicproperty.com.au>
Sent: Monday, 4 April 2022 12:26 PM
To: timlaingpeach@gmail.com
Cc: Elise Pitcher <Elise.Pitcher@dynamicproperty.com.au>; 'Ben Matthews' <ben@pieterhenry.com>; michael@michaelhesse.com
Subject: RE: SP72040 - Alba Apartments - Facade replacement works / cladding

& fire order

Importance: High

Hi Tim,

As you may be aware of the history; the City has modified the fire safety order from the original completion date of 16 May 2021 to allow additional time until 28 January 2022 which has now lapsed.

City of Sydney have therefore requested that we need to specify the time required to comply with the Order, to then consider in providing a further extension.

Therefore can you please provide the proposed programme at your earliest convenience. .

Dear Claire,

For the City to modify the existing fire safety order to allow additional time to complete the cladding works, you must specify the time needed to comply with the order. The City will not modify the order until such time a submission is made and reviewed.

Be advised that a submission is to be made by 15 April 2022 or this matter is to be escalated to the City's legal team who will take carriage of this matter.

Regards,

Marko Konjevic

Senior Building Surveyor

Health & Building

Kind regards,

Claire Wilson

Licensed Strata Managing Agent



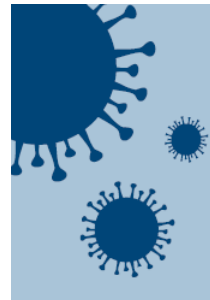
P 02 9267 6334 | D 02 9263 9938

E clairew@dynamicproperty.com.au

A Level 25, 66 Goulburn Street, Sydney NSW 2000

W <http://www.dynamicproperty.com.au>

Winner of 10 SCA Awards; 4 time winner of the Professional Commitment to Ethics & Service Award



Keeping COVID-safe: continuing to service you

It's business as usual for us...or at least as close as we can manage. You can call or email via our normal contact channels.

Our branches and offices may close at times due to the ongoing COVID situation. Please continue to make the most of phone, email or video conferencing links to facilitate meetings, important decision making, and support. If you have any pre-booked meetings, your strata manager will contact you.

For the latest update, visit our "COVID service update" webpage:
picagroup.com.au/article/covid-19

Please click [here](#) for access to the PICA COVID-19 Toolkit and associated owner resources.

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16 April 2020

THE OWNERS - STRATA PLAN NO 72040
C/- Dynamic Property Services Pty Ltd
Level 25, 66 Goulburn Street
SYDNEY NSW 2000

Our Ref: FIRE/2020/33

BUILDING PRODUCT RECTIFICATION ORDER
Section 20 BUILDING PRODUCTS (SAFETY) ACT 2017
Schedule 5 ENVIRONMENTAL PLANNING & ASSESSMENT ACT, 1979

Premises: 437 Bourke Street, SURRY HILLS NSW 2010

You being the owner in respect of the property at the abovementioned premises are ordered by City of Sydney Council (**Council**) to do such things as are specified in the Building Product Rectification Order (**Order**) so as:

- a) To eliminate or minimise a safety risk posed by the use in the building of a building product to which a building product use ban applies, and
- b) To remediate or restore the building following the elimination or minimisation of the safety risk.

Circumstances in which a Building Product Rectification Order can be given:

Following an inspection of the premises on 22 October 2019, Council Investigation Officer Marko Konjevic is satisfied on reasonable grounds that the building is an “*affected building*” under the *Building Products (Safety) Act 2017 (BP Act)* in that the building contains a building product which is prohibited by a Building Product Use Ban.

The banned building product is suspected to be aluminium composite panels (**ACP**) with a core percentage of greater than 30 per cent polyethylene (**PE**) by mass as indicated by the submission *External Cladding Report prepared by BCA Logic, Revision 109376-ACP-R1 dated 21 May 2018*. The banned building product is applied to the building’s external walls and to other external areas of the building.

On 10 August 2018, the Commissioner of Fair Trading, Department of Finance, Services and Innovation issued by way of notice, a Building Product Use Ban under section 9(1) of the BP Act. This notice prohibited the use of ACP with a core of greater than 30 per cent PE by mass (“the building product”) in any external cladding, external wall, external insulation, façade or rendered finish in certain classes of buildings under the Building Code of Australia and subject to certain exceptions. The ban commenced operation on Wednesday 15 August 2018.

Premises the subject of the Order:

437 Bourke Street, SURRY HILLS NSW 2010 - Lot 2 in Deposited Plan 1063190,
Lot 5 in Deposited Plan 1063190, Lots 1-53 Strata Plan 72040
“ALBA”

Compliance Period:

Pursuant to clause 27 of Schedule 5 of the *Environmental Planning and Assessment Act 1979*, (**the Act**) the period for compliance with this Order is as follows:

- I. Stage 1 works shall be completed within **90 days** (15 July 2020) from the date of this Order;
- II. Stage 2 works shall be completed within **365 days** (16 April 2021) from the date of this Order;
- III. Stage 3 works shall be completed within **395 days** (16 May 2021) from the date of this Order.

Relevant Authority:

The relevant legislative provisions are section 20 of the BP Act, Division 9.3 and Schedule 5 of the Act.

Modification of Orders:

The terms of this development control order can only be modified by Council in writing, and only if the person to whom the Order was given agrees to that modification. In no circumstances can the terms of the Order be amended orally.

Any application to Council seeking an amendment of this Order must be in writing clearly setting out:

- the term(s) to be modified,
- the reasons for the modification of the term(s) and
- any substitute term(s) to be added to the Order (if applicable)

REASONS FOR GIVING THE ORDER

Pursuant to clause 5, Part 4 of Schedule 5 of the *Environmental Planning and Assessment Act 1979*, this Order is given for the following reasons:

GENERAL

1. The premises has been identified through a site investigation as having external cladding applied to the external walls and to other external areas of the building. The combustibility, suitability of the material and the standards of installation are unknown;
2. The premises have been identified by an Accredited A1 Certifier in a report, *External Cladding Report prepared by BCA Logic, Revision 109376-ACP-R1 dated 21 May 2018* as having external wall cladding. The report identified that the cladding on the building is not likely to have any proper certification for its use as a National Construction Code 2019 - Building Code of Australia, Volume One (**NCC**) compliant building product or material;
3. The banned building product is ACP with a core percentage of greater than 30 per cent PE by mass as indicated by the submission *External Cladding Report prepared by BCA Logic, Revision 109376-ACP-R1 dated 21 May 2018*;
4. The external cladding applied to the external walls and to other external areas of the building is suspected by Council on reasonable grounds as being a banned product and that the building is an “*affected building*” under the BP Act;
5. Fire & Rescue NSW (**FRNSW**) have identified the building as a serious concern. FRNSW have notified Council on concerns held on the type, amount, arrangement and location of external wall cladding fitted to the subject premises. FRNSW are also concerned with the risk of fire spread and the effect on the safety of persons in the event of fire;
6. FRNSW identify building products including ACP with a PE core as a safety risk capable of causing rapid fire spread. The use of such building products may put fire fighters and occupants in unsafe situations including exposure to falling debris in the instance of fire
7. Fire spreading by the façade of a building causes significant challenges for fire-fighters undertaking firefighting operations and can pose a significant risk to the safety of occupants of the building, as well as fire-fighters.
8. The NSW Department of Planning, Industry and Environment has determined that the use of ACP with a PE core greater than 30 per cent by mass on external walls and to other external areas of buildings is an unacceptable risk and may promote the spread of fire in buildings;
9. The building is a high rise structure over 25 metres in height which coupled with the potential risk presented by the external wall cladding material applied to the subject premises represents a considerable fire risk in the event of a fire emergency;
10. The extent of the external cladding and the potential for it to create fire safety issues in the event of fire represents an unacceptable risk to the occupants and attending emergency services personnel;

11. The materials used in and around egress routes potentially have the ability to not resist the spread of fire or limit the generation of smoke and heat and toxic gases;
12. In the circumstances it is considered appropriate for the City of Sydney Council to issue a Building Product Rectification Order, pursuant to section 20 of the *Building Products (Safety) Act 2017*.

Terms:

The terms of the Building Product Rectification Order are:

1. REMOVE AND REPLACE EXTERNAL COMBUSTIBLE CLADDING

1.01 Submission Details of Proposed Replacement Cladding

Details of the proposed replacement cladding material (and any related materials between the external wall cladding and primary wall structure) and the manner in which it is to be replaced shall be submitted to Council for approval prior to initiation of any site building works or activities;

Any proposed replacement cladding material (including all components incorporated therein including the facade covering, framing and insulation) must accord with the requirements of the NCC, and needs to be supported by the following:

Proposed replacement cladding submission details are to include:

- (1) Sample board of replacement cladding material(s);
- (2) A statement from a C10 Accredited Fire Engineer or an A1 Accredited Certifier stating that the new cladding material (and any related materials incorporated therein including the facade covering, framing and insulation) used to re-clad the building is suitable and complies with the relevant requirements of the NCC (including but not limited to compliance with Part A5 of the NCC);
- (3) Architectural plans including a site plan and elevations showing the location of cladding to be removed and replaced;
- (4) Material product specification (fire testing reports/install requirements/any product limitations);
- (5) Site management procedures (which are to accord with the relevant requirements of Schedule 1 attached to this Order).

(Works to be completed as part of Stage 1)

1.02 Remove External Combustible Cladding

Following approval and compliance with the requirements of term 1.01 of this Order, all existing external combustible cladding material (and any related combustible materials incorporated therein including the facade covering, framing and insulation) applied to any of the building's external walls or to any other specified external areas of the building shall be removed from the subject premises;

The removal of the combustible cladding material (and any related combustible materials between the external combustible cladding and primary wall or structure) shall be carried out in accordance with the requirements provided under Schedule 1 attached to this Order.

(Works to be completed as part of Stage 2)

1.03 Installation of Replacement Non Combustible Cladding Material

Following approval and compliance with the requirements of terms 1.01 and 1.02 of this Order the replacement cladding material shall be installed on the premises;

All replacement cladding material (and any related materials incorporated therein including the facade covering, framing and insulation) must accord with the requirements of the NCC;

The replacement of the cladding material (and any related materials between the external cladding and primary wall or structure) applied to the building's external walls or to any other external area façade shall be carried out in accordance with the requirements of the approval given under term 1.01 (above) and Schedule 1 attached to this Order.

(Works to be completed as part of Stage 2)

1.04 Certification of Non-Combustible External Cladding

That upon completion of the works of this Order appropriate certification shall be submitted to Council for approval;

The Certification shall be in a form approved by Council and be from a C10 Accredited Fire Engineer or an A1 Accredited Certifier that certifies that the replacement cladding material, (and any supplementary substrate material) has been installed – (inclusive of the method of installation) in accordance with the design statement and manufacturers/ engineers fixing specifications;

The certification is to confirm that the replacement material (including all components incorporated therein including the facade covering, framing and insulation) is deemed suitable and complies with the relevant requirements of the NCC (including but not limited to compliance with Part A5 of the NCC).

(Works to be completed as part of Stage 3)

IMPORTANT NOTES

INTERIM FIRE SAFETY MEASURES

Whilst the subject building has been identified by Council as a potential cladding fire risk (noting that there are currently suitable steps being taken to either eliminate or reduce that risk) there are a number of interim measures building owners can take prior to key building works being undertaken and completed.

- You should discuss combustible cladding with your respective Owners' Corporation or building management representatives to raise cladding safety awareness
- Ensure that the premises annual fire safety statement for the building is compliant
- Introduce management procedure plans and or temporary building rules to prevent/manage hot works in certain areas (on balconies/ground level/high risk areas) to mitigate risks during the cladding investigation and construction phase
- Implement any expert given interim recommendations
- Remove storage (waste/plant and equipment/combustible goods and the like) material from critical potential fire start areas
- Ask residents to use extreme caution when using barbeques on balcony areas
- Ensure all fire exits are kept clear and unobstructed at all times
- Smoking materials are to be vigilantly extinguished and disposed of
- Ensure any containment netting used in screening or scaffolding is industry complaint – refer to <https://www.safework.nsw.gov.au/safety-alerts/safety-alerts/fire-hazards-and-containment-netting>
- Ensure emergency fire fighter site access is properly managed and is kept clear and accessible at all times.

MAINTENANCE OF EXISTING FIRE SAFETY MEASURES

That all existing fire safety measures installed within the building are to be maintained to the degree necessary whilst building works are carried out under the requirements of this Order.

Failure to maintain existing fire safety measures to the degree necessary may incur a penalty infringement notice.

APPEAL

THAT THE PERSON TO WHOM THE ORDER IS ADDRESSED MAY APPEAL AGAINST THE ORDER.

AN APPEAL MUST BE MADE TO THE LAND AND ENVIRONMENT COURT, LEVEL 4, 225 MACQUARIE STREET, SYDNEY WITHIN 28 DAYS OF THE SERVICE OF THIS ORDER UPON YOU.

YOU ARE FURTHER ADVISED THAT A COUNCIL MUST GIVE NOTICE TO THE SECRETARY (THE COMMISSIONER FOR FAIR TRADING, DEPARTMENT OF FINANCE, SERVICES AND INNOVATION) OF AN APPEAL AGAINST A BUILDING PRODUCT RECTIFICATION ORDER MADE BY THE COUNCIL.

THE SECRETARY IS ENTITLED TO APPEAR AND BE HEARD ON AN APPEAL AGAINST A BUILDING PRODUCT RECTIFICATION ORDER.

THE LAND AND ENVIRONMENT COURT MAY, ON HEARING AN APPEAL AGAINST A BUILDING PRODUCT RECTIFICATION ORDER, ORDER THE SECRETARY TO AMEND OR REVOKE AN AFFECTED BUILDING NOTICE OR A GENERAL BUILDING SAFETY NOTICE (WITHOUT LIMITING ANY OTHER POWERS THE COURT HAS ON AN APPEAL).

BUILDING USE AND CLASSIFICATION

The building the subject of this Order has been classified as a Class 2, 6 and 7a determined in accordance with A6.0 of the NCC.

The building is used primarily as a residential apartment building with underground carpark and retail supermarket on the ground floor having a rise in storeys of 10 pursuant to C1.2 of the NCC and an effective height of more than 25 metres.

HERITAGE

Pursuant to Schedule 5, clause 3 of the Act, the building the subject of this Order is listed as a Heritage Item under Schedule 5 of the *City of Sydney Local Environmental Plan 2012*. In giving this Order, Council has considered the impact of the Order on the heritage significance of the item. In preparing particulars of work care shall be exercised to ensure any impact on the heritage character of the building is minimised.

To assist with the fire safety upgrading works I have attached information sheet 8.1 from the NSW Heritage Office in relation to Guidelines on Fire Safety in Heritage Buildings for your information.

FIRE AND RESCUE NSW NOTIFICATION

A copy of this Order has been sent to the Commissioner of Fire and Rescue NSW.

PENALTY

Tier 1 offences under the Act that are intentional and give rise to significant harm to the environment or cause the death or serious injury or illness to a person can give rise to fines of a maximum of \$5,000,000 in the case of a corporation and daily fines of \$50,000.

Tier 2 offences, if applicable, can give rise to fines of \$2,000,000 in the case of a corporation and daily fines of \$20,000.

It is important to note that Council has given this Order with three distinct compliance periods.

Failure to comply with any one of the periods constitutes an offence under the Act.

Failing to comply with the terms of a Building Product Rectification Order can also be the subject of an infringement notice.

Also if the Order is not complied with, Council may give effect to the Order and recover the costs of doing so from you.

COMPLIANCE COST NOTICE

As a result of the issue of this Order, Council may also issue you with a Compliance Cost Notice under clause 37 Schedule 5, of the Act. Where such a notice is issued it will require you to pay a specified amount, being Council's reasonable costs and expenses incurred in monitoring works and ensuring compliance with the Order. This may include the time spent by City staff, including time spent undertaking inspections, as well as any other expenses incurred in taking steps to ensure that the Order is complied with. Where Council issues you with a Compliance Cost Notice you will have a right of appeal to the Land and Environment Court in accordance with section 8.24 of the Act.

WORK HOURS AND MISCELLANEOUS APPROVALS

Work associated with this Order must only be carried in accordance with the requirements of Schedule 1 below.

SERVICE OF NOTICES

This notice has been issued in accordance with s.90 of the BP Act and s.10.11 of the Act.

CONTACT DETAILS

For further information regarding this Notice please contact Marko Konjevic of the Health and Building Unit on (02) 8974 4123 or email mkonjevic@cityofsydney.nsw.gov.au.

Yours sincerely,



Marko Konjevic
Senior Building Surveyor - Standards and Policy

**CC: THE COUNCIL of THE CITY of SYDNEY
GPO BOX 1591
SYDNEY NSW 2001**

Wendy Caragiannis - WendyC@dynamicproperty.com.au

Commissioner Fire and Rescue NSW - FireSafety@fire.nsw.gov.au

Heitor Castello - buildingmanager@stmargarets.com.au

Schedule 1

1. MISCELLANEOUS APPROVALS

Any works and/or activities such as the installation of hoardings/scaffolding, temporary barricades or hoisting activity carried out on or above the public road (roadway and footway) will require prior approval from Council under section 68 of the *Local Government Act 1993 (LG Act)* and section 139 of the *Roads Act 1993 (Roads Act)*. An application for a permit for such activities may be made through Council's Construction and Building Certification Services Unit They may be contacted by telephone on 9265 9333.

2. DEMOLITION

Any demolition must be carried out in accordance with AS 2601—2001, *The Demolition of Structures*.

3. EXTERNAL WALLS AND CLADDING FLAMMABILITY

The external walls of the building including attachments must comply with the relevant requirements of the NCC;

- (a) that suitable evidence will need to be provided to demonstrate that the products and systems proposed for use or used in the construction of external walls including finishes and claddings such as synthetic or aluminium composite panels comply with the relevant requirements of the NCC; and
- (b) That the documentation relied upon in the approval processes are to include an appropriate level of detail to demonstrate compliance with the NCC as proposed and as built.

4. PRODUCTS BANNED UNDER THE *BUILDING PRODUCTS (SAFETY) ACT 2017*

No building products that are banned, or products that are subject to a ban if used in a particular way, under the *Building Products (Safety) Act 2017* are to be used in the construction of the development carried out under the terms of this Order.

5. ACTIVITIES OVER A PUBLIC ROAD

If it is proposed to operate a building maintenance unit or other hoisting device such as a swinging stage/platform above a road (including a footway) to hoist or slew material/equipment, a separate application under Section 68 of the LG Act and Section 138 of the Roads Act must be made to Council to obtain approval.

Note: Building maintenance unit means a power operated suspended platform and associated equipment on a building specifically designed to provide permanent access to the faces of the building for maintenance (*Work Health and Safety Regulation 2017*).

6. STRUCTURAL CERTIFICATION FOR EXISTING BUILDING – ALTERATIONS AND ADDITIONS

A qualified practising certified structural engineer must provide structural certification to Council verifying that the existing structure can adequately support the proposed new loads and the structural design complies with the Structural Provisions of Part B1 (Vol 1) and Part 2.1 (Vol 2) of the NCC prior to the initiation of any building works. The proposed additional loads and/or alterations must not cause a decrease in the existing structural performance of the building including its performance under earthquake actions (AS 1170.4).

7. ROAD OPENING PERMIT

A separate Road Opening Permit under Section 139 of the Roads Act must be obtained from Council prior to the commencement of any:

- (a) Excavation in or disturbance of a public way, or
- (b) Excavation on land that, if shoring were not provided, may disturb the surface of a public road (including footpath).

8. APPLICATION FOR HOARDINGS AND SCAFFOLDING INSTALLED ON OR ABOVE A PUBLIC ROAD AND OPERATING HOISTING DEVICES INCLUDING BUILDING MAINTENANCE UNITS OVER A PUBLIC ROAD

- (a) An application under Section 68 of the LG Act and Section 138 of the Roads Act is to be made to Council to erect a hoarding and/or scaffolding (temporary structures) on or above a public road (footway and/or roadway).
- (b) Where an approval (Permit) is granted allowing the placement of temporary structures on or above a public road the structures must comply fully with Council's *Hoarding and Scaffolding Policy; Guidelines for Hoardings and Scaffolding*; and the conditions of approval (Permit) granted including:
 - (i) maintaining a current and valid approval for the full duration that the temporary structure/s is in place;
 - (ii) maintaining temporary structure/s in a structurally sound and stable condition for the full duration of installation (Clause 2.11.1);
 - (iii) bill posters and graffiti being removed within 24 hours of their placement (Clause 2.11.2);
 - (iv) maintaining temporary structures and the public place adjoining the work site in a clean and tidy condition including repainting and/or repair of graphics (Clauses 2.11.1, 2.11.4, 2.14.1 and 3.9.3);
 - (v) maintaining a watertight deck (Type B hoardings) to prevent liquids including rainwater, falling onto the footway/roadway surfaces (Clauses 3.9.1 and 3.9.4);

- (vi) approved site sheds on the decks of a Type B hoarding being fully screened from the public place (Clause 3.9.5);
- (vii) material and equipment not being placed or stored on the deck of Type B hoardings, unless specifically approved by Council (Clause 3.9.4);
- (viii) providing and maintaining operational artificial lighting systems under Type B hoardings including at high-bay truck entry points (Clause 3.9.9); and
- (ix) ensuring all required signage is provided and maintained (Clauses 3.9.3, 3.9.6, 3.9.8, 3.10.1 and 4.2).

9. HOURS OF WORK AND NOISE

The hours of construction work must be as follows:

- (a) All work, including building/demolition and excavation work, and activities in the vicinity of the site generating noise associated with preparation for the commencement of work (e.g. loading and unloading of goods, transferring of tools etc.) in connection with the proposed development must only be carried out between the hours of 7.30am and 5.30pm on Mondays to Fridays, inclusive, and 7.30am and 3.30pm on Saturdays, with safety inspections being permitted at 7.00am on work days, and no work must be carried out on Sundays or public holidays.
- (b) All work, including demolition, excavation and building work must comply with the *City of Sydney Code of Practice for Construction Hours/Noise 1992 and Australian Standard 2436 - 2010 Guide to Noise Control on Construction, Maintenance and Demolition Sites*.
- (c) Notwithstanding the above, the use of a crane for special operations, including the delivery of materials, hoisting of plant and equipment and erection and dismantling of on site tower cranes which warrant the on-street use of mobile cranes outside of above hours can occur, subject to a permit being issued by Council under Section 68 of the LG Act and Section 138 of the Roads Act.

Note: Works may be undertaken outside of hours, where it is required to avoid the loss of life, damage to property, to prevent environmental harm and/or to avoid structural damage to the building. Written approval must be given by the Construction Regulation Unit, prior to works proceeding.

10. LOADING AND UNLOADING DURING CONSTRUCTION

The following requirements apply:

- (a) All loading and unloading associated with construction activity must be accommodated on site, where possible.
- (b) If, it is not feasible for loading and unloading to take place on site, a Works Zone on the street may be considered by Council.
- (c) A Works Zone may be required if loading and unloading is not possible on site. If a Works Zone is warranted an application must be made to

Council at least 8 weeks prior to commencement of work on the site. An approval for a Works Zone may be given for a specific period and certain hours of the days to meet the particular need for the site for such facilities at various stages of construction. The approval will be reviewed periodically for any adjustment necessitated by the progress of the construction activities.

- (d) Where hoisting activity over the public place is proposed to be undertaken including hoisting from a Works Zone, a separate approval under Section 68 of the LG Act must be obtained.

11. NO OBSTRUCTION OF PUBLIC WAY

The public way must not be obstructed by any materials, vehicles, refuse, skips or the like, under any circumstances. Non-compliance with this requirement will result in the issue of a notice by Council to stop all work on site.

12. USE OF MOBILE CRANES

The following requirements apply:

- (a) Mobile cranes operating from the road must not be used as a method of demolishing or constructing a building.
- (b) For special operations including the delivery of materials, hoisting of plant and equipment and erection and dismantling of on site tower cranes which warrant the on-street use of mobile cranes, permits must be obtained from Council for the use of a mobile crane. The permits must be obtained 48 hours beforehand for partial road closures which, in the opinion of Council will create minimal traffic disruptions and 4 weeks beforehand in the case of full road closures and partial road closures which, in the opinion of Council, will create significant traffic disruptions.
- (c) The use of a crane for special operations, including the delivery of materials, hoisting of plant and equipment and erection and dismantling of on-site tower cranes which warrant the on-street use of mobile cranes outside of approved hours of construction can occur, subject to a permit being issued by Council under Section 68 of the LG Act and Section 138 of the Roads Act.

13. WASTE AND RECYCLING COLLECTION CONTRACT

Prior to construction works being commenced, there must be a contract with a licensed contractor for the removal of **all waste**. No garbage is to be placed on the public way, e.g. footpaths, roadways, plazas, reserves, at any time.

Glossary

Term	Definition
Appropriately Qualified Person	A professional person/organisation having the specific knowledge and expertise that relates to the field the subject of the submitted report/certification/investigation and that that person or organisation possesses the relevant academic qualifications within that particular discipline and is recognised by the appropriate authority (where accreditation is applicable in that field)
NCC (BCA)	<p>The National Construction Code (NCC) is an initiative of the Council of Australian Governments developed to incorporate all on-site construction requirements into a single code.</p> <p>The NCC is produced and maintained by the Australian Building Codes Board (ABCB) on behalf of the Australian Government and each State and Territory government.</p> <p>The NCC is a uniform set of technical provisions for the design and construction of buildings and other structures, and plumbing and drainage systems throughout Australia. It allows for variations in climate and geological or geographic conditions.</p> <p>The edition (year) of the NCC used in compliance with the order will be the edition current at the time of the Order being issued.</p>
Certification	Means a certificate or other approved form of written correspondence issued by an appropriately qualified person stating that the properties and or performance of a material, product or system, method of construction or design meet with the specific requirements of the order.
AS - AS/NZS	Means an Australian Standard, (New Zealand) which sets out specifications (design/installation/maintenance) for certain fire safety protection equipment/services.
Accredited Testing Laboratory	Means: <ul style="list-style-type: none"> (a) an organisation accredited by the National Association of Testing Authorities (NATA) to undertake the relevant tests; or (b) an organisation outside Australia accredited to undertake the relevant tests by an authority recognised by NATA through a mutual recognition agreement; or (c) an organisation recognised as being an <i>Accredited Testing Laboratory</i> under legislation at the time the test was undertaken.
Building product	A building product means any product, material or other thing that is, or could be, used in a building.
Details (to be submitted)	Means architectural building plans, drawn to industry standards, having an appropriate scale(s), elevations, sections and accompanied with suitable specification dealing with materials methods of construction and design.
Affected building	A building is an affected building if a building product the subject of a building product use ban has been used in the building for a use that is prohibited by the building product use ban.
Secretary	Means the Commissioner for Fair Trading, Department of Finance, Services and Innovation, or if there is no person employed as Commissioner for Fair Trading—the Secretary of the Department of Finance, Services and Innovation.
Made Safe	A building is made safe if the safety risk that is posed by the use of an external cladding material is eliminated or, if is not reasonably practical to eliminate the safety risk, is minimised as far as practical and to the satisfaction of the appropriately qualified person.
External combustible cladding, in relation to a building	Means: <ul style="list-style-type: none"> a) any cladding or cladding system comprising metal composite panels, including aluminum, zinc and copper, that is applied to any of the building's external walls or to any other external area of the building, or (b) any insulated cladding system, including a system comprising polystyrene, polyurethane or polyisocyanurate that is applied to any of the building's external walls or to any other external area of the building.

timlaingpeach@gmail.com

From: Marko Konjevic <mkonjevic@cityofsydney.nsw.gov.au>
Sent: Monday, 22 February 2021 4:01 PM
To: timlaingpeach@gmail.com
Cc: 'Benjamin Matthews'; Wendy Caragiannis
Subject: 437 Bourke Street Surry Hills Building Product Rectification Order - Site Commencement

Hi Tim,

Thank you for your email and submitted documentation.

Stage 1 works of the fire safety order FIRE/2020/33 and completed to the satisfaction of council.

Following our telephone conversation, you will not need a construction certificate to commence the physical works of the cladding replacement as the council order is the formal approval to undertake the works.

Please be advised if there are any works over a public space (road or footpath) permits may need to be required prior to commencement of works. Please see the following link found on the city's webpage: <https://www.cityofsydney.nsw.gov.au/construction-permits-approvals/get-approval-to-operate-cranes-other-hoisting-devices-over-road>. For further assistance, you may wish to contact the City's Construction Regulation Unit on (02) 9265 9333 or email cru@cityofsydney.nsw.gov.au.

If you require any further information regarding this matter, do not hesitate to contact me on (02) 8974 4123 or reply email.

Regards,

Marko Konjevic
Senior Building Surveyor
Health & Building

CITY OF SYDNEY 

Telephone: +612 8974 4123
cityofsydney.nsw.gov.au

Covid-19

In response to the COVID-19 pandemic and to protect and promote the health and well-being of its staff, customers and industry colleagues, the City of Sydney's Health and Building Unit has introduced limiting direct physical contact with our customers.

This is in line with global and local medical advice that limiting contact between people will slow the transmission of the virus. You can still reach officers on their regular phone numbers and e-mail during normal office hours.

Whilst these new arrangements will inevitably have some impact on the services we provide and the way we do things, the Health and Building Unit remains committed to providing the best service it can. Thank you for your patience during this time.

From: timlaingpeach@gmail.com <timlaingpeach@gmail.com>
Sent: Wednesday, 17 February 2021 8:14 AM
To: Marko Konjevic <mkonjevic@cityofsydney.nsw.gov.au>
Cc: 'Benjamin Matthews' <benjamin.pieter.matthews@gmail.com>
Subject: TRIM CM: 437 Bourke Street Surry Hills Building Product Rectification Order - Site Commencement

Hi Marko,

With reference to the attached email thread and Mark Bullen's email of 8 May 2020 3:17pm (in PDF format), please find attached the Certification from the consultants *AED Group* (i.e. item 2 on the list).

Can you please review, and confirm that it satisfies the Council?

We understand that the 5 items are now otherwise satisfied – can you please confirm that we have Council's concurrence to commence site works under the Order. In the alternative, please let me know what is needed, and I can arrange.

With thanks,
Tim

TIMOTHY LAING – PEACH
Project Architect

pieterhenry | studio 2/93 pittwater road, manly nsw | M: +61 467 052 008 | P: PO Box 771 manly nsw 1655 | W: www.pieterhenry.com

Nominated Architect: Benjamin Matthews, NSW ARB# 8749, AAA member



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STRATA PLAN 72040

BY-LAWS

ALBA

**437-439 BOURKE STREET
SURRY HILLS NSW 2010**

Consolidated and registered: 16 December 2022

STRATA PLAN 72040

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1 - Dictionary

1.1 Meaning of words

Words in italics are defined terms. Defined terms (in any form) mean:

air-conditioned apartments - apartments which at the date of registration of the strata plan for *Alba* are connected to and are serviced by the *air conditioning services*.

air conditioning services include, without limitation:

- (a) water cooled package units, cables, conduits, pipes, wires and ducts which are part of common property and exclusively service an air-conditioned apartment by supplying air conditioning; and
- (b) condenser water system circulating condenser water to air-conditioned apartments.

The owner of each air-conditioned apartment has exclusive use of the air conditioning services which service their air-conditioned apartment.

See exclusive use by-law 21 for more information.

air conditioner unit a stand alone split system air conditioner and includes all condenser and package units, cables, conduits, pipes and wires which are located in an apartment or in and affixed to *common property* and exclusively service an apartment. See exclusive use by-law 22 for more information.

Alba strata plan no. 72040.

apartments lots in *Alba* and any lots into which they are subdivided or resubdivided.

architectural code the architectural code for *Alba* and *St. Margaret's* generally in the strata management statement.

balcony includes a terrace or balcony shown on the strata plan for *Alba*.

building management committee the building management committee for *St. Margaret's* established according to the Development Act and the strata management statement.

building works works, alterations, additions, damage, removal, repairs or replacement of:

- (a) *common property* structures, including the *common property* walls, floor and ceiling enclosing your apartment. Common property walls include windows and doors in those walls;
- (b) the structure of your apartment;
- (c) the internal walls inside your apartment (eg a wall dividing two rooms in your apartment);
- (d) common property services; or
- (e) services in *Alba*, whether or not they are for the exclusive use of your apartment.

building works include altering or removing an inter-tenancy wall according to by-law 17.

Building works exclude:

- (f) minor fit out works inside an apartment; and

(g) minor works or alterations to the interior of common property walls enclosing an apartment (eg hanging pictures or attaching items to those walls).

caretaker the person the owners corporation appoints under by-law 23 to provide services for Alba.

cleaner the person the owners corporation appoints under by-law 24 to provide services for Alba (or St. Margaret's generally in its capacity as a member of the building management committee).

common property common property in Alba and personal property of the owners corporation.

For the purposes of the by-laws, common property does not include shared facilities which the building management committee must operate, maintain, repair and replace according to the strata management statement.

Council South Sydney City Council and its successors.

Development Act the *Strata Schemes (Freehold Development) Act 1973* (NSW).

developer Zone Developments Pty Limited ABN 15 091 586 560 and its assigns.

EPA the Environment Protection Authority or other relevant *government agency* from time to time.

executive committee the executive committee of the owners corporation.

exclusive use by-laws by-laws granting owners exclusive use and special privileges of common property according to chapter 2, part 5, division 4 of the Management Act.

government agency a governmental or semi-governmental administrative, fiscal or judicial department or entity and includes the *Council*.

inter-tenancy wall a common property wall between two apartments. See by-law 17 about making alterations to or removing inter-tenancy walls.

Management Act *Strata Schemes Management Act 1996* (NSW).

occupier the occupier, lessee or licensee of an apartment.

owner

(a) the owner for the time being of an apartment;

(b) if an apartment is subdivided or resubdivided, the owners for the time being of the new apartments;

(c) for an *exclusive use by-law*, the owner(s) of the apartment(s) benefiting from the by-law; and

(d) a mortgagee in possession of an apartment.

owners corporation The Owners - Strata Plan No. 72040.

rules rules made by the owners corporation according to by-law 27.

St. Margaret's lots 2 to 8 inclusive in DP 1063190.

security key a key, magnetic card or other device or information used in St. Margaret's and Alba to open and close doors, gates or locks or to operate alarms, security systems or communication systems. See by-law 20 for more information.

shared facilities services, plant, equipment, areas and other items used by two or more components in St. Margaret's. See the strata management statement for a list of shared facilities.

site manager the person appointed by the building management committee under the strata management statement. See by-law 23 for more information.

strata management statement the strata management statement for St. Margaret's. The strata management statement contains rights and obligations of the owners corporation and other members of the building management committee in regard to the management and operation of St. Margaret's. See by-law 4 for more information.

strata manager the person appointed by the owners corporation as its strata managing agent under section 27 of the Management Act. If the owners corporation does not appoint a strata managing agent, strata manager means the secretary of the owners corporation.

1.2 Interpreting the by-laws

Headings do not affect the interpretation of the by-laws. In the by-laws a reference to:

- (a) words that this by-law does not explain have the same meaning as they do in the Management Act;
- (b) you means an owner or occupier of an apartment;
- (c) by-laws means the by-laws under the Management Act which are in force for Alba;
- (d) a thing includes the whole or each part of it;
- (e) a document includes any variation or replacement of it;
- (f) a law, ordinance or code includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of them;
- (g) a person includes an individual, a firm, a body corporate, an incorporated association or an authority;
- (h) a person includes their executors, administrators, successors, substitutes (including, but not limited to, persons taking by novation) and assigns; and
- (i) the singular includes the plural and vice versa.

2 - About the by-laws

2.1 Purpose of the by-laws

The by-laws regulate the day to day management and operation of Alba. They are an essential document for the owners corporation and everyone who owns or occupies an apartment.

The by-laws are designed to maintain the quality of Alba. They operate to enhance everyone's use and enjoyment of their apartment and the common property.

2.2 Who must comply with the by-laws?

Owners and occupiers must comply with the by-laws. The owners corporation must comply with the by-laws.

3 - Exclusive use by-laws

3.1 Purpose of the exclusive use by-law

To more fairly apportion the costs for maintaining, repairing and replacing common property, exclusive use by-law make owners responsible for the common property which they exclusively use or have the benefit of.

3.2 Interpreting this by-law

In this by-law, "you" means the owner of an apartment which has the benefit of an exclusive use by-law.

3.3 How to change an exclusive use by-law

The owners corporation may make, amend or cancel an exclusive use by-law only by special resolution and with the written consent of the owner of each apartment which benefits from the exclusive use by-law. Initial period restrictions apply.

3.4 Occupiers may exercise rights

The owner of each apartment which has the benefit of an exclusive use by-law may allow the occupier of their apartment to exercise the rights of the owner under the exclusive use by-law. However, the owner remains responsible to the owners corporation and, where appropriate, government agencies to comply with the obligations of the owner under the exclusive use by-law.

3.5 Regular accounts for your costs

If you are required under an exclusive use by-law to contribute towards the costs of the owners corporation, the owners corporation must give you regular accounts for the amounts you owe. The owners corporation may:

- (a) include those amounts in notices for your administrative fund or sinking fund contributions; and
- (b) require you to pay those amounts in advance and quarterly (or for other periods reasonably determined by the owners corporation).

3.6 Repairing damage

The owner of an apartment which has the benefit of an exclusive use by-law must repair damage caused by exercising rights under the exclusive use by-law to common property or the property of another owner or occupier.

3.7 Indemnities

The owner of each apartment which has the benefit of an exclusive use by-law indemnifies the owners corporation against all claims and liability caused by exercising rights under the exclusive use by-law.

3.8 Additional insurances

In addition to their obligations under by-law 19, the owner of each apartment which has the benefit of an exclusive use by-law must reimburse the owners corporation for any increased premium for an insurance policy of the owners corporation caused as a result of the exercise of the owner's rights under the exclusive use by-law.

4 - Strata management statement

4.1 Purpose

The strata management statement regulates the management and operational issues affecting Alba and the various components in St. Margaret's. It contains requirements and rules (in addition to these by-laws) with which you and the owners corporation must comply including, but not limited to:

- (a) requirements for the use and operation of shared facilities;
- (b) the apportionment of costs for shared facilities;
- (c) architectural standards and controls;
- (d) garbage storage and disposal; and
- (e) insurance requirements.

4.2 Copies of the strata management statement

Contact the strata manager if you would like a copy of the strata management statement (at your cost).

4.3 Who must comply with the strata management statement?

You must comply with the strata management statement. The owners corporation must comply with the strata management statement.

4.4 Building management committee

The building management committee is established under the strata management statement to administer issues affecting the various components in St. Margaret's. The owners corporation is a member of the building management committee. The owners corporation and the owner of each component in St. Margaret's must appoint a representative to represent and vote for them at meetings of the building management committee. The owners corporation must appoint its representative by special resolution according to the Development Act.

4.5 Consents under the strata management statement

Nothing in the by-laws gives the owners corporation, an owner or an occupier consent to do anything which is prohibited or regulated by the strata management statement.

A consent under the by-laws does not relieve the owners corporation, an owner or an occupier from their obligation to obtain necessary consents under the strata management statement.

4.6 Inconsistencies between the by-laws and the strata management statement

If there is an inconsistency between a by-law and the strata management statement, the owners corporation must amend the inconsistent by-law to make it consistent with the strata management statement.

5 - Your behaviour

5.1 What are your general obligations?

You must not:

- (a) make noise or behave in a way that might unreasonably interfere with the use and enjoyment of an apartment or common property by another owner or occupier or owner or occupier within St. Margaret's;
- (b) create a sound pressure level that affects another apartment or common property that exceeds the background LA noise level by more than 5 dB(A). The source noise level will be assessed as an LAeq,15m in and adjusted in accordance with the relevant EPA guidelines in effect from time to time for tonality, frequency weighting, impulsive characteristics, fluctuations and temporal content;

(c) create a sound pressure level that exceeds the recommended planning levels outlined in the EPA Industrial Noise Policy (or other applicable policy in effect from time to time) or as otherwise determined from time to time;

(d) install an intruder alarm unless it satisfies with the requirements of *the Protection of the Environment Operations (Noise Control) Regulation 200* under the *Protection of the Environment Operation Act 1997 (NSW)* or other relevant law in force from time to time;

(e) use language or behave in a way that might offend or embarrass another owner or occupier or their visitors;

(f) smoke cigarettes, cigars or pipes while you are on common property or allow smoke from them to enter common property;

(g) obstruct the legal use of common property by any person;

(h) do anything in Alba which is illegal; or

(i) do anything which might damage the good reputation of the owners corporation or Alba or St. Margaret's.

5.2 Complying with the law

You must comply on time and at your cost with all laws relating to:

(a) your apartment;

(b) the use of your apartment; and

(c) common property to which you have a licence, lease or a right to use under an exclusive use by-law.

The things with which you must comply include, but are not limited to, planning laws, development, building and other approvals, consents, requirements, notices and orders of government agencies.

5.3 Goods not to be stored on common property

At all times the common property must be kept clear of goods and shall not be used for storage purposes (including garbage storage).

6 - You are responsible for others

6.1 What are your obligations?

You must:

(a) take all reasonable actions to ensure your visitors comply with the by-laws and the strata management statement;

(b) make your visitors leave Alba if they do not comply with the by-laws or the strata management statement;

(c) take reasonable care about who you invite into Alba; and

(d) if you are the owner or occupier of an apartment, accompany your visitors at all times, except when they are entering or leaving Alba.

You must not allow another person to do anything that you cannot do under the by-laws or the strata management statement.

6.2 Requirements if you lease your apartment

If you lease or licence your apartment, you must:

- (a) provide your tenant or licensee with up-to-date copies of the by-laws and the strata management statement;
- (b) ensure that your tenant or licensee and their visitors comply with the by-laws and the strata management statement; and
- (c) take all action available to you, including action under the lease or licence agreement, to make them comply or leave Alba.

7 - Your apartment

7.1 What are your general obligations?

You must:

- (a) keep your apartment clean and in good repair and condition;
- (b) properly maintain, repair and, where necessary, replace an installation or alteration made under the by-laws or the strata management statement which services your apartment (whether or not you made the installation or alteration);
- (c) notify the owners corporation if you change the existing use of your apartment in a way which may affect insurance policies or premiums for insurances effected by the owners corporation. See by-law 19 for important information about increasing and paying for insurance premiums;
- (d) notify the building management committee if you change the existing use of your apartment in a way which may affect insurance policies or premiums for insurances effected by the building management committee (see by-law 19); and
- (e) at your expense, comply with all laws about your apartment including, without limitation, requirements of government agencies.

7.2 When will you need consent from the owners corporation?

You must have consent from the owners corporation to:

- (a) carry out building works in your apartment (see by-law 16 for more information);
- (b) subject to your rights under the by-laws, keep anything in your apartment that is visible from outside the apartment and is not in keeping with the appearance of Alba;
- (c) install bars, screens, grilles, security locks or other safety devices on the interior or exterior of windows or doors in your apartment if they are visible from outside your apartment or Alba;
- (d) install an intruder alarm with an audible signal; or
- (e) install an air conditioning system to connect to the air conditioning services;
- (f) attach or hang an aerial or wires outside your apartment or Alba.

7.3 Architectural code

The architectural code for St. Margaret's is in the strata management statement. It applies to your apartment and to Alba generally (including, but not limited to, those parts of Alba which are heritage protected). You must comply with the architectural code before you carry out any works in your apartment. Your obligations under the architectural code apply in addition to your obligations under the by-laws.

7.4 Floor coverings

If you are the owner of an apartment, you must keep the floors in your apartment covered or treated to stop the transmission of noise which might unreasonably disturb another owner or occupier. However, this does not apply to floors in the entrance foyer, kitchen, bathroom, lavatory or laundry of the apartment.

If you are an owner or occupier of an apartment, you must have consent from the owners corporation to remove or interfere with floor coverings or treatments in your apartment that assist to prevent the transmission of noise which might unreasonably disturb another owner or occupier.

7.5 Window coverings

(a) Window coverings (eg curtains, blinds and louvres) in your apartment must be cream or black or grey or other colour approved in accordance with the architectural code and a design approved by the owners corporation;

(b) The colour and design approved by the owners corporation must be in keeping with the design and appearance of Alba when viewed from outside and the requirements of the architectural code.

7.6 Window tinting

You must have consent from the owners corporation to affix window tinting or other treatments to windows and glass doors in your apartment.

7.7 Cleaning windows

You must clean the glass in windows and doors of your apartment (even if they are common property). However, you do not have to clean the glass in windows or doors that you cannot access safely (for example, glass windows on the external facade of Alba).

The owners corporation may resolve to clean the glass in some or all of the windows and doors in Alba. If the owners corporation resolves to clean glass in your apartment, you are excused from your obligations under this by-law for the period the owners corporation resolves to clean the glass.

7.8 Owners corporation may require access to your lot

Without limiting the powers of the owners corporation under these by-laws or the Management Act, the owners corporation may resolve to:

(a) clean the glass in some or all of the external windows and doors in Alba; or

(b) carry out maintenance or repair of the common property forming the facade of Alba,

in a manner that requires employees or subcontractors to have access to your lot (including your balcony). If the owners corporation resolves to do so:

(c) the owners corporation must give you 7 days prior notice that access to your lot will be required for the purpose of cleaning external glass or maintenance of common property;

(d) the notice must describe the type of access required; and

(e) you may not object to access being granted to the owners corporation's contractors or subcontractors provided that access is temporary and only to the extent necessary to carry out the cleaning or maintenance under this by-law.

8 - Changing the permitted use of your apartment

8.1 Permitted use

You may use your apartment for any lawful purpose permitted under the planning instruments and approved by Council or other government agencies (as applicable) from time to time.

8.2 Changing the permitted use

If you want to change the use of your apartment, you must (at your cost):

- (a) obtain consent from the owners corporation if required under by-law 8.4 before lodging the relevant application with Council and other government agencies (as applicable); and
- (b) obtain all necessary consents from Council or other government agencies.

8.3 Providing a copy of your application

You must provide the owners corporation with a copy of your application for consent to Council or other government agencies (as applicable) to change the permitted use of your apartment according to this by-law 8.

8.4 Approval by the owners corporation generally

- (a) Unless otherwise required at law, you do not require consent of the owners corporation if the application to change the use of your apartment does not involve building works or otherwise impact on common property.
- (b) Without limiting paragraph (a) above (and for the avoidance of doubt) you do not require consent of the owners corporation for an application to permit use of your apartment as a home office provided that the proposed commercial activities do not involve production of any pollutants or combustible/ flammable materials or create excessive noise.
- (c) When considering an application for consent to change the permitted use, the owners corporation:
 - (i) must not unreasonably withhold their consent; and
 - (ii) may take into consideration the impact of the proposed use on other owners and occupiers in Alba and by-law 5.1.

8.5 Approval by the owners corporation if you apply to Council

The owners corporation must:

- (a) (if required by Council or a government agency) sign any application you make to Council or the government agency for approval to change the permitted use under this by-law 8; and
- (b) not unreasonably refuse to support an application you make under this by-law 8.

9 - The balcony of your apartment

9.1 Landscaping

You may keep planter boxes or pot plants on the balcony of your apartment only if:

- (a) it is a type approved by the owners corporation;
- (b) it is of a standard commensurate with the standard of Alba;

(c) the number and size are reasonably limited and are located away from the outside boundary of your balcony so as to prevent it being highly visible when viewed from outside;

(d) it will not (or is not likely to) cause damage; and

(e) it is not (or is not likely to become) dangerous.

9.2 Furniture

You may keep occasional outdoor furniture and outdoor recreational equipment on the balcony of your apartment only if:

(a) if is a type approved by the owners corporation;

(b) it is of a standard commensurate with the standard of Alba;

(c) it is not upholstered or covered with any combustible/flammable material;

(d) it will not (or is not likely to) cause damage; and

(e) it is not (or is not likely to become) dangerous.

9.3 Removing items from your balcony

To enable the owners corporation to inspect, repair or replace common property, the owners corporation may require you, at your cost, to temporarily remove and store items from the balcony of your apartment that are not common property.

9.4 Drying your laundry

You must not hang laundry, bedding or other articles on the balcony of your apartment or in an area that is visible from outside your apartment.

9.5 What you must not keep on your balcony

Except as permitted under this by-law 9, by-law 11 or exclusive use by-law 22, you must not place or install any items, plant or equipment on your balcony which:

(a) will (or is likely to) exceed the weight load of your balcony (for example, a spa or sauna) unless you have obtained the prior consent of the owners corporation; or

(b) are prohibited or restricted under the architectural code unless you have obtained the prior consent of the owners corporation and the building management committee; or

(c) will (or is likely to) cause damage to your balcony or common property; or

(d) is (or is likely to become) dangerous to another owner and occupier; or

(e) is illegal or unreasonably interferes with the use and enjoyment of an apartment by another owner and occupier.

10 - Keeping an animal

10.1 What are your rights?

You may keep:

(a) goldfish or other similar fish in an indoor aquarium: and

(b) a guide dog if you need the dog because you are visually or hearing impaired:

(c) one small domestic dog or one small domestic cat.

You must not keep any other type of animal in your apartment or on common property.

10.2 Your visitors

You must not allow your visitors to bring animals into Alba unless they are guide dogs or hearing dogs and your visitors are visually or hearing impaired.

11 - Erecting a sign

11.1 What are your obligations?

Subject to this by-law, you must not erect a sign in your apartment or on common property.

11.2 The developer

While the developer is an owner, the developer does not need consent from the owners corporation to erect and display "For Sale" or "For Lease" signs in an apartment or on common property.

12 - Fire control

12.1 What are your obligations?

You may keep combustible/flammable materials in your apartment or on your balcony only if you:

- (a) use them in connection with the lawful use of your apartment; and
- (b) keep them in reasonable quantities according to the guidelines of government agencies and these by-laws.

You and the owners corporation must comply with laws about fire control.

12.2 Restrictions about fire safety

(a) You must not:

- (i) keep combustible/flammable materials on common property;
- (ii) interfere with fire safety equipment;
- (iii) obstruct fire stairs or fire escapes; or
- (iv) keep combustible/flammable materials in the carspace or utility lot for your apartment; or
- (v) utilise your balcony for storage of unreasonable amounts of combustible/flammable materials; or
- (vi) install combustible surface linings on any part of your balcony.

(b) In addition to the restrictions in paragraph (a) above, the owner of the apartment comprising lot 1 in the strata plan for Alba must not keep combustible/flammable materials in the foyer area of the apartment (being the area located between the door adjoining the common property corridor and the door adjoining the living areas of the apartment). This area is a smoke lobby forming part of the total fire safety system for Alba.

13 - Moving and delivering stock, furniture and goods

13.1 Moving in

You must make arrangements with the owners corporation and the building management committee at least 48 hours before you move in to or out of Alba or move large articles (eg furniture) through common property or shared facilities.

13.2 What are your obligations?

When you take deliveries or move furniture or goods through Alba, you must:

- (a) comply with the reasonable requirements of the owners corporation, including requirements to fit an apron cover to the common property lift;
- (b) comply with the requirements of the building management committee and the strata management statement in relation to use of shared facilities (for example, the loading dock);
- (c) repair any damage you (or the person making the delivery) cause to common property or shared facilities or other parts of St Margaret's; and
- (d) if you (or the person making the delivery) spill anything onto common property or shared facilities, immediately remove the item and clean that part of the common property or shared facilities or other parts of St Margaret's.

13.3 Role of the caretaker

- (a) The owners corporation may appoint the caretaker to assist it to perform its functions under this by-law. If this happens, you must:
 - (i) make arrangements with the caretaker when you move in or out of Alba; and
 - (ii) comply with the reasonable requirements of the caretaker when you take deliveries or move furniture or goods through Alba.

14 - Traffic and Parking in common property

14.1 Parking and traffic flow

- (a) You must not park or stand a vehicle on common property.
- (b) All vehicles shall always be driven into and out of Alba in a forward direction.

14.2 Controlling traffic in Alba

In addition to its powers under the Management Act and subject to the strata management statement, the owners corporation (in its capacity as a member of the building management committee) has the power to:

- (a) impose a speed limit for traffic in common property;
- (b) impose reasonable restrictions on the use of common property driveways and parking areas;
- (c) install speed humps and other traffic control devices in common property;
- (d) install signs about parking; and
- (e) install signs to control traffic in common property and, in particular, traffic entering and leaving Alba.

15 - How to dispose of your garbage

15.1 Strata management statement

The garbage chute and garbage room servicing Alba is a shared facility. Use of the garbage chute and garbage room is controlled by the building management committee. Your obligations in this by-law are in addition to your obligations in the strata management statement.

15.2 General obligations

You must not deposit or leave garbage or recyclable materials:

- (a) on common property (other than in areas located for that purpose according to the strata management statement);
- (b) in an area of your apartment which is visible from outside your apartment; or
- (c) in your carspace in St Margaret's.

If you spill garbage on common property, you must immediately remove that rubbish and clean that part of common property.

15.3 How to dispose of your garbage

You must:

- (a) drain and securely wrap your household garbage and put it in the garbage chute on your level of Alba;
- (b) leave your other garbage and recyclable materials in the area designated by the building management committee for that purpose;
- (c) recycle your garbage according to instructions from the building management committee and Council;
- (d) drain and clean bottles and make sure they are not broken before you place them in the area designated by the building management committee for that purpose; and
- (e) contact the building management committee to remove (at your cost) your large articles of garbage, recyclable materials, liquids or other articles that Council will not remove as part of its normal garbage collection service.

15.4 Rules for using garbage chutes

You must not:

- (a) put bottles or glass in a garbage chute;
- (b) put liquids in a garbage chute;
- (c) put items that weigh more than 2.5 kilograms in a garbage chute; or
- (d) put boxes or large items in a garbage chute that might block it.

16 - Carrying out building works

16.1 When do you need consent?

Subject to the by-laws, you must have consent from the owners corporation to carry out building works.

16.2 When is consent not necessary?

You do not need consent from the owners corporation under this by-law to:

- (a) if you are the developer, erect a "For Sale" or "For Lease" sign according to by-law 11; or
- (b) alter or remove an inter-tenancy wall according to by-law 17; or
- (c) carry out building works which you are entitled to carry out under an exclusive use by-law.

However, you must comply with by-laws 16.3 to 16.5 when you erect the sign or carry out the building works.

16.3 Procedures before you carry out building works

When you carry out building works, you must:

- (a) obtain necessary consents from the owners corporation and government agencies;
- (b) obtain necessary consents from the building management committee and under the architectural code;
- (c) find out where service lines and pipes are located;
- (d) obtain consent from the owners corporation if you propose to interfere with or interrupt services; and
- (e) obtain consent from the building management committee if you propose to interfere with or interrupt shared facilities;
- (f) if you do not need consent to carry out the building works, give the owners corporation a written notice describing what you propose to do (for example, install a new kitchen). You must give the notice at least 14 days before you start the building works.

16.4 Procedures when you carry out building works

If you carry out building works, you must:

- (a) use qualified, reputable and, where appropriate, licensed contractors approved by the owners corporation;
- (b) carry out the building works in a proper manner and to the reasonable satisfaction of the owners corporation; and
- (c) repair any damage you (or persons carrying out the building works for you) cause to common property or the property of another owner or occupier.

16.5 Making arrangements with the owners corporation

Before you carry out building works (including building works for which you do not require consent from the owners corporation), you must:

- (a) arrange with the owners corporation a suitable time and means by which to access Alba for purposes associated with those building works;
- (b) comply with the reasonable requirements of the owners corporation about the time and means by which you must access Alba; and

(c) ensure that contractors and any persons involved in carrying out the building works comply with the reasonable requirements of the owners corporation about the times and means by which they must access Alba.

17 - Inter-tenancy walls

17.1 When may you alter or remove an inter-tenancy wall?

You may alter or remove an inter-tenancy wall if:

(a) you own the apartments separated by the inter-tenancy wall or you have the consent of the owner of the adjoining apartment;

(b) it is not a structural wall;

(c) before you carry out the work, you provide the owners corporation with a certificate from a qualified structural engineer reasonably acceptable to the owners corporation that the wall is not a structural wall and that the proposed work and the method of carrying out the work will not adversely affect common property or other apartments (including services to those apartments); and

(d) you comply with the procedures in this by-law.

Otherwise, you must have the consent of the owners corporation to alter or remove an inter-tenancy wall.

17.2 What consents are necessary?

You do not need consent from the owners corporation to alter or remove an inter-tenancy wall (provided that you comply with the requirements of this by-law). However, you must obtain all necessary consents from government agencies before you alter or remove an inter-tenancy wall.

17.3 What are the conditions for carrying out the work?

It is a condition of you altering or removing an inter-tenancy wall that you:

(a) carry out the work in the method certified by the structural engineer under by-law 17.1;

(b) if appropriate, comply with section 14 of the Development Act and lodge any necessary building alteration plan with the Registrar- General;

(c) comply with by-laws 16.3 to 16.5; and

(d) acknowledge for yourself and future owners of your apartment that the owners corporation does not have to reinstate the inter-tenancy wall.

18 - Damage to common property

18.1 What are your obligations?

Subject to the by-laws, you must:

(a) use common property equipment only for its intended purpose;

(b) immediately notify the owners corporation if you know about damage to or a defect in common property; and

(c) compensate the owners corporation for any damage to common property caused by you, your visitors or persons doing work or carrying out building works in Alba on your behalf.

18.2 When will you need consent from the owners corporation?

Subject to the by-laws, you must have consent from the owners corporation to:

- (a) interfere with or damage common property;
- (b) remove anything from common property that belongs to the owners corporation; or
- (c) interfere with the operation of common property equipment.

19 - Insurance premiums

19.1 Consent from the owners corporation

You must have consent from the owners corporation to do anything that might invalidate, suspend or increase the premium for an insurance policy effected by the owners corporation.

19.2 Payments for increased premiums

If the owners corporation gives you consent under this by-law, it may make conditions that, without limitation, require you to reimburse the owners corporation for any increased premium. If you do not agree with the conditions, the owners corporation may refuse its consent.

19.3 Requirements under the strata management statement

Under the strata management statement, you must notify the building management committee if you do anything that might invalidate, suspend or increase the premium for an insurance policy effected by the building management committee.

20 - Security at Alba

20.1 Strata management statement

The strata management statement regulates security and the provision of security keys for Alba and St. Margaret's generally. The rights and obligations of the owners corporation, owners and occupiers in this by-law are subject to the strata management statement.

20.2 Rights and obligations of the owners corporation

The owners corporation must take reasonable steps to:

- (a) stop intruders coming into Alba; and
- (b) prevent fires and other hazards.

20.3 Installation of security equipment

In addition to its powers under the Management Act, the owners corporation has the power to install and operate in common property audio and visual security cameras and other audio and visual surveillance equipment for the security of Alba.

20.4 Restricting access to common property

In addition to its powers under the Management Act, the owners corporation has the power to:

- (a) close off or restrict by security key access to parts of common property that do not give access to an apartment; and
- (b) restrict by security key your access to levels in Alba where you do not own or occupy an apartment or have a right to use under an exclusive use by-law.

20.5 Providing owners and occupiers with security keys

The building management committee is responsible to provide security keys for Alba.

20.6 What are your obligations?

You must:

- (a) comply with the reasonable instructions of the building management committee and the owners corporation about security keys and, in particular, instructions about re-coding and returning security keys;
- (b) take all reasonable steps not to lose security keys;
- (c) return security keys to the building management committee if you do not need them or if you are no longer an owner or occupier; and
- (d) notify the building management committee immediately if you lose a security key.

You must not:

- (e) copy a security key; or
- (f) give a security key to someone who is not an owner or occupier.

20.7 Procedures if you lease your apartment

If you lease or licence your apartment, you must include a requirement in the lease or licence that the occupier return security keys to the building management committee when they no longer occupy an apartment.

20.8 Restriction on exercising rights under this by-law

Subject to the strata management statement, the owners corporation must not:

- (a) shut down or interfere with the integrated security system for St. Margaret's; or
- (b) restrict access to parts of common property which are required for access to the residential carpark areas in St. Margaret's;
- (c) restrict access to parts of common property which are shared facilities.

21 - Exclusive use of air conditioning services

21.1 Exclusive use by-law

This is an exclusive use by-law.

By-laws 3.2 to 3.8 apply to this exclusive use by-law.

21.2 Exclusive use rights

- (a) Each owner of an air-conditioned apartment has exclusive use of the air conditioning services which exclusively service their air- conditioned apartment (for example, the package unit).
- (b) The owners of air-conditioned apartments jointly have use of air conditioning services which do not exclusively service an air- conditioned apartment (for example, the condenser water system).

21.3 What are your obligations?

You must, at your cost:

- (a) operate, maintain, repair and, where necessary, replace air conditioning services exclusively servicing your air-conditioned apartment;
- (b) use contractors approved by the owners corporation to maintain, repair and, where necessary, replace air conditioning services exclusively servicing your air-conditioned apartment; and
- (c) comply with the requirements of government agencies about air conditioning equipment.

21.4 Obligations of the owners corporation

The owners corporation must:

- (a) operate, maintain, repair and, where necessary, replace all other components of the air conditioning services which are not for the exclusive use of an air-conditioned apartment; and
- (b) provide condenser water to each air-conditioned apartment to supply air conditioning through air conditioning services.

21.5 Paying for air conditioning services

Each owner must:

- (a) pay to the owners corporation the cost of operating, maintaining and repairing and, where necessary, replacing all components of the air conditioning services which are not for the exclusive use of their air-conditioned apartment;
- (b) contribute toward the costs of the owners corporation under by-law 21.3(b)

in shares proportional to the unit entitlement of their air-conditioned apartment (calculated as a proportion of the aggregate unit entitlement of all air-conditioned apartments).

22 - Installing an air conditioning unit

22.1 Exclusive use by-law

This is an exclusive use by-law.

By-laws 3.2 to 3.8 apply to this exclusive use by-law.

22.2 Exclusive use rights

Each owner of an apartment who has obtained the consent of the owners corporation to install an air conditioning unit has the special privilege to, at the cost of the owner:

(a) install and keep an air conditioning unit:

- (i) on the balcony of your apartment in an area which is not visible from outside your apartment or another area permitted under the architectural code; and
- (ii) on and through that part of the common property that forms the most direct and practical route between the split components of the air conditioning unit; and

(b) make minor alterations to common property to enable installation of the air conditioning unit; and

(c) connect the air conditioning unit to electricity and water services forming part of the common property which are separately metered to your apartment.

22.3 What are your obligations?

You must, at your cost:

(a) obtain the approval of the owners corporation (and building management committee if required under the architectural code) to the type of air conditioning unit to be installed prior to installation; and

(b) comply with the requirements of the architectural code (as applicable);

(c) obtain any consents or approvals required of Council or government agencies in relation to your air conditioning unit; and

(d) comply with the requirements of government agencies about air conditioning equipment; and

(e) use, maintain and repair your air conditioning unit or components of it (including replacing component as necessary):

(i) in accordance with the manufacturer's specifications; and

(ii) to ensure it does not make noise in a way that might unreasonably interfere with the use and enjoyment of an apartment or common property by another owner or occupier or substantially exceed noise emission levels specified by the manufacturer; and

(f) fire proof any penetration of the common property walls or slabs to meet the Australian fire standards required for the building in Alba; and

(g) maintain and repair that part of the common property where your air conditioner unit (or any part of it) is fitted and installed (excluding structural maintenance and repairs); and

(h) use contractors approved by the owners corporation to maintain and repair that part of the common property where your air conditioner unit is fitted and installed.

22.4 Approval of owners corporation

When considering an owner's application for approval to a type of air conditioner unit, the owners corporation:

(a) must not unreasonably withhold their approval; and

(b) may take into consideration:

(i) the impact of the air conditioner unit on the visual appearance of Alba when viewed from outside Alba; and

(ii) the noise emission levels of the type of air conditioner unit and the impact this may have on other owners and occupiers with reference to the architectural code and paragraph (a) of by-law 5.1; and

(iii) any list approved by the building management committee (in accordance with the architectural code) of the type or types of air conditioner unit appropriate for installation whether or not the type of air conditioner unit has been the subject of an owners' application for approval under this exclusive use by-law.

22.5 Obligations of owners corporation

The owners corporation must keep the common property areas that are the subject of this exclusive use by-law in good structural repair and condition and, where necessary, repair, maintain or replace those areas at the cost of the owners of apartments according to by-law 22.6.

22.6 Paying costs

You must pay your share of the costs of the owners corporation under by-law 22.5 in shares proportional to the unit entitlement of your apartment. The owners corporation may:

- (a) include your costs in your administrative fund or sinking fund contributions; and
- (b) require you to pay those amounts in advance and quarterly (or for other periods reasonably determined by the owners corporation).

23 - Agreement with the caretaker and site manager

23.1 Appointing a caretaker

The owners corporation has the power to appoint and enter into agreements with a caretaker to provide services to assist the owners corporation to carry out its duties in relation to common property (including with respect to cleaning, maintenance, repair, building management and operational obligations). The owners corporation may exercise its power under this by-law in its capacity as an owners corporation and in its capacity as a member of the building management committee.

The owners corporation must consider the merits of entering into an agreement with the same site manager appointed by the building management committee under the strata management statement.

23.2 Delegation of functions

The owners corporation cannot delegate its functions or the functions of the executive committee to a caretaker.

23.3 Initial period

The owners corporation may enter into agreements with a caretaker during the initial period. If the owners corporation (in its own right) enters into an agreement with a caretaker during the initial period, the term of the agreement must not extend beyond the date of the First Annual General Meeting of the owners corporation, or such longer term as permitted under the Management Act or other applicable law.

23.4 Agreements after the initial period

If the owners corporation (in its own right) enters into an agreement with a caretaker after the initial period:

- (a) the term of the agreement may be for the period determined by the owners corporation (acting reasonably) and complying with the Management Act; and
- (b) the remuneration of the caretaker under the agreement may be the amount determined by the owners corporation (acting reasonably).

23.5 What provisions must be included in an agreement?

An agreement between the owners corporation (in its own right) and a caretaker must have provisions about:

- (a) the rights of the owners corporation to terminate the agreement early if the caretaker does not properly perform its functions or comply with its obligations under the agreement;
- (b) the rights of the caretaker to terminate the agreement early if the owners corporation does not comply with its obligations under the agreement; and
- (c) the rights of the caretaker to assign the agreement.

23.6 Duties of the caretaker

The duties of a caretaker under an agreement with the owners corporation (in its own right) may include:

- (a) caretaking, supervising and servicing common property;
- (b) supervising cleaning and garbage removal services (other than performing functions of the building management committee);
- (c) supervising the repair, maintenance, renewal or replacement of common property;
- (d) co-ordinating deliveries and the movement of goods, furniture and other large articles through common property;
- (e) co-ordinating the carrying out of building works;
- (f) managing the security key system and providing security keys according to the by-laws and the strata management statement (other than performing functions of the building management committee);
- (g) providing services to the owners corporation, owners and occupiers;
- (h) supervising employees and contractors of the owners corporation;
- (i) supervising Alba generally; and
- (j) doing anything else that the owners corporation agrees is necessary for the operation and management of the Alba.

23.7 Caretaker area

The owners corporation may allocate parts of common property (provided it is not a shared facility) as an area the caretaker may use to provide services under the agreement. The owners corporation may, subject to the Management Act, make arrangements with the caretaker about those parts of the common property.

23.8 Other services

Under the agreement, the owners corporation may allow the caretaker to provide other services to owners and occupiers in Alba at their cost. The agreement must contain an acknowledgment by the caretaker that owners and occupiers in Alba are not bound to use the services provided by the caretaker.

23.9 Agreements under the strata management statement

- (a) The owners corporation has the power (in its capacity as a member of the building management committee) to appoint and enter into agreements with a site manager to provide services in relation to shared facilities and St. Margaret's generally.

(b) The terms, remuneration, provisions and duties under an agreement between the owners corporation (in its capacity as a member of the building management committee) and a site manager must comply with the strata management statement.

(c) The terms of an agreement between the owners corporation and a site manager may include duties relating to common property, provided that the remuneration and other arrangements relating to common property are dealt with separately in the agreement to the duties, remuneration and arrangements between the building management committee and the site manager.

24 - Agreement with cleaner

24.1 Appointing a cleaner

The owners corporation has the power to appoint and enter into agreements with a cleaner (which may be the same person as the caretaker or site manager) to provide cleaning services in relation to common property. The owners corporation may exercise its power under this by-law in its capacity as an owners corporation and in its capacity as a member of the building management committee.

The owners corporation must consider the merits of entering into an agreement with the same cleaner appointed by the building management committee under the strata management statement.

24.2 Initial period

The owners corporation may enter into agreements with a cleaner during the initial period. If the owners corporation (in its own right) enters into an agreement with a cleaner during the initial period, the term of the agreement must not extend beyond the date of the First Annual General Meeting of the owners corporation, or such longer term as permitted under the Management Act or other applicable law.

24.3 Agreements after the initial period

If the owners corporation (in its own right) enters into an agreement with a cleaner after the initial period:

(a) the term of the agreement may be for the period determined by the owners corporation (acting reasonably) and complying with the Management Act; and

(b) the remuneration of the cleaner under the agreement may be the amount determined by the owners corporation (acting reasonably).

24.4 Other services

Under the agreement, the owners corporation may allow the cleaner to provide other services to owners and occupiers in Alba at their cost. The agreement must contain an acknowledgment by the cleaner that owners and occupiers in Alba are not bound to use the services provided by the cleaner.

24.5 Agreements under the strata management statement

(a) The owners corporation has the power (in its capacity as a member of the building management committee) to appoint and enter into agreements with a cleaner to provide services in relation to shared facilities and St. Margaret's generally.

(b) The terms, remuneration, provisions and duties under an agreement between the owners corporation (in its capacity as a member of the building management committee) and a cleaner must comply with the strata management statement.

(c) The terms of an agreement between the owners corporation and a cleaner may include duties relating to common property, provided that the remuneration and other arrangements relating to common property are dealt with separately in the agreement to the duties, remuneration and arrangements between the building management committee and the cleaner.

25 - Licences

25.1 Powers of the owners corporation

If permitted by law, in addition to its powers under the Management Act, the owners corporation has the power to grant licences to owners and occupiers to use parts of common property.

The owners corporation may exercise its powers under this by-law only by ordinary resolution at a general meeting.

25.2 What provisions may a licence include?

Licences the owners corporation grants under this by-law may include provisions about, but need not be limited to:

- (a) payments under the licence;
- (b) the term of the licence;
- (c) the permitted uses of the licensed areas;
- (d) the maximum number of persons allowed in the licensed area;
- (e) insurances the licensee must effect; and
- (f) cleaning and maintaining the licensed area.

26 - Allocation of common property

26.1 Display area for use of owners

The owners corporation may dedicate an area of common property to be used by owners to display "For Sale" or "For Lease" signs relating to their apartments.

27 - Rules

27.1 Powers of the owners corporation

In addition to its powers under the Management Act, the owners corporation has the power to make rules about the security, control, management, operation, use and enjoyment of Alba and, in particular, the use of common property.

The owners corporation may add to or change the rules at any time.

27.2 What are your obligations?

You must comply with the rules.

27.3 What if a rule is inconsistent with the by-laws?

If a rule is inconsistent with the by-laws or the requirements of a government agency, the by-laws or requirements of the government agency prevail to the extent of the inconsistency.

27.4 What if a rule is inconsistent with the strata management statement?

If a rule is inconsistent with the strata management statement, the strata management statement prevails to the extent of any inconsistency.

28 - How are consents given?

28.1 Who may give consent?

Unless a by-law states otherwise, consents under the by-laws may be given by:

- (a) the owners corporation at a general meeting; or
- (b) the executive committee at a meeting of the executive committee.

28.2 Conditions

(a) The owners corporation or the executive committee may make conditions if they give you consent to do things under the by-laws. You must comply with the conditions.

(b) Without limiting paragraph (a) above, if you apply for consent under by-law 9.5(a), the owners corporation may require you to provide a report by a structural engineer or other appropriately qualified persons confirming that the weight load of your balcony will not be exceeded before considering whether to give its consent.

28.3 Can consent be revoked?

The owners corporation or the executive committee may revoke their consent if you do not comply with:

- (a) conditions made by them when they gave you consent; or
- (b) the by-law under which they gave you consent.

29 - Failure to comply with by-laws

29.1 Powers of the owners corporation

The powers of the owners corporation under this by-law are in addition to those that it has under the Management Act.

29.2 What can the owners corporation do?

The owners corporation may do anything on your apartment that you should have done under the Management Act or the by-laws but which you have not done or, in the opinion of the owners corporation, have not done properly.

The owners corporation must give you a written notice specifying when it will enter your apartment to do the work. You must:

- (a) give the owners corporation (or persons authorised by it) access to your apartment according to the notice and at your cost; and
- (b) pay the owners corporation for its costs for doing the work.

The owners corporation may recover any money you owe it under the by-laws as a debt.

30 - Applications and complaints

You must make any applications and complaints to the owners corporation in writing and address them to the strata manager.

Special by-law no. 1 – Appointment of representative to Building Management Committee

The Executive Committee of the Owners Corporation shall annually appoint one of its members to be the Owners Corporation's representative on the Building Management Committee established under the Strata Management Statement applying to the strata scheme and may change its representative or appoint a substitute representative in accordance with the Strata Management Statement.

Special by-law no. 2 – Notice board

The Owners Corporation must cause a notice-board to be affixed to some part of the common property.

Special by-law no. 3 – Works lot 50

DEFINITIONS

Lot means lot 50 in strata scheme 72040.

Owners means the owners for the time being of the Lot.

Works means the alterations and additions undertaken by the Owners to their Lot and so much of the common property as is necessary to fully renovate the Lot in accordance with the scope of works submitted by the Owners to the executive committee, a copy of which is attached to the minutes of the meeting at which this by-law was considered.

Any term used in this by-law that appears in the Strata Schemes Management Act 1996 (Act) has the same meaning as in the Act.

Singular includes the plural and vice versa.

A reference to one gender includes a reference to all other genders.

Headings are included for convenience only and do not affect the meaning of the clauses to which they relate.

RIGHTS

Subject to the Conditions, the Owners will have a special privilege to carry out and keep the Works in the Lot and exclusive use of the common property affected by the Works.

CONDITIONS

A. Prior to the Works being undertaken, the Owners must at their own cost

a. submit plans detailing the Works to the executive committee and obtain its written consent, such consent not to be unreasonably withheld;

b. provide evidence of development approval from the local council and any other statutory authority whose consent may be required for the proposed Works;

c. effect and maintain contractors all works insurance, insurance required under the Home Building Act 1989, workers compensation insurance and public liability insurance in an amount of no less than \$20,000,000 in the joint names of the Owners and the owners corporation (which policy must contain a cross liability and severability clause). Any insurance policy required to be effected by the Owners, may be effected by a contractor on behalf of the Owners. The executive committee may waive the requirement for the public liability insurance cover to be in joint names with the owners corporation if the Owners cannot, after using the Owners best endeavours, reasonably obtain such a policy.

- B. When carrying out the Works in accordance with this by-law the Owners must comply with:
- a. the by-laws in force for this strata scheme; and
 - b. all the conditions of the relevant consent authority/ies in relation to the Works; and
 - c. the reasonable directions of and conditions imposed by the executive committee, including as to permissible hours of work, movement of building materials on the parcel and the disposal of building and other debris.
- C. At the completion of the activities constituting the Works, the Owners must, within a reasonable time of being requested by the executive committee, produce written certification that the Works meet relevant Australian engineering and building and acoustic standards and any additional standards and conditions required by the executive committee for such works and that the structural integrity of the building has not been compromised by the Works.
- D. The Owners must properly maintain and keep the Works in a state of good and serviceable repair (at their own cost) and replace the Works or any part of them at their own cost as the owners corporation may reasonably require from time to time.
- E. The Owners must accept liability for any damage caused to the common property, their Lot and/or any other lot in the strata scheme as a result of the Works and associated actions and are responsible to make good that damage immediately after it has occurred.
- F. The Owners must indemnify the owners corporation against any loss or damage the owners corporation suffers (including legal costs) as a result of the performance, maintenance, repair/replacement or removal of the Works and will pay those costs to the owners corporation on demand.

REMEDY

If the Owners fail to comply with any obligation of this by-law, the owners corporation may:

- a. if the Owners do not rectify the failure to comply with any obligation of this by-law within 20 business days after notice from the owners corporation requiring the failure to be rectified, enter any part of the parcel to carry out the necessary work to perform the obligation; and
- b. recover the costs of carrying out that obligation from the Owners as a debt, due and payable at the owners corporation's direction and which, if unpaid within 1 month of being due, will bear simple interest at the rate of 10 percent per annum until paid.

Special by-law no. 4 – Works lot 46

DEFINITIONS

Lot means lot 46 in strata scheme 72040.

Owners means the owners for the time being of the Lot.

Works means the alterations and additions undertaken by the Owners to their Lot and so much of the common property as is necessary to fully renovate the Lot in accordance with the scope of works submitted by the Owners to the executive committee, a copy of which is attached to the minutes of the meeting at which this by-law was considered.

Any term used in this by-law that appears in the Strata Schemes Management Act 1996 (Act) has the same meaning as in the Act.

Singular includes the plural and vice versa.

A reference to one gender includes a reference to all other genders.

Headings are included for convenience only and do not affect the meaning of the clauses to which they relate.

RIGHTS

Subject to the Conditions, the Owners will have a special privilege to carry out and keep The Works in the Lot and exclusive use of the common property affected by the Works.

CONDITIONS

A. Prior to the Works being undertaken, the Owners must at their own cost

a. submit plans detailing the Works to the executive committee and obtain its written consent, such consent not to be unreasonably withheld;

b. provide evidence of development approval from the local council and any other statutory authority whose consent may be required for the proposed Works;

c. effect and maintain contractors all works insurance, insurance required under the Home Building Act 1989, workers compensation insurance and public liability insurance in an amount of no less than \$20,000,000 in the joint names of the Owners and the owners corporation (which policy must contain a cross liability and severability clause). Any insurance policy required to be effected by the Owners, may be effected by a contractor on behalf of the Owners. The executive committee may waive the requirement for the public liability insurance cover to be in joint names with the owners corporation if the Owners cannot, after using the Owners best endeavours, reasonably obtain such a policy.

B. When carrying out the Works in accordance with this by-law the Owners must comply with:

a. the by-laws in force for this strata scheme; and

b. all the conditions of the relevant consent authority/ies in relation to the Works; and

c. the reasonable directions of and conditions imposed by the executive committee, including as to permissible hours of work, movement of building materials on the parcel and the disposal of building and other debris.

C. At the completion of the activities constituting the Works, the Owners must, within a reasonable time of being requested by the executive committee, produce written certification that the Works meet relevant Australian engineering and building and acoustic standards and any additional standards and conditions required by the executive committee for such works and that the structural integrity of the building has not been compromised by the Works.

D. The Owners must properly maintain and keep the Works in a state of good and serviceable repair (at their own cost) and replace the Works or any part of them at their own cost as the owners corporation may reasonably require from time to time.

E. The Owners must accept liability for any damage caused to the common property, their Lot and/or any other lot in the strata scheme as a result of the Works and associated actions and are responsible to make good that damage immediately after it has occurred.

F. The Owners must indemnify the owners corporation against any loss or damage the owners corporation suffers (including legal costs) as a result of the performance, maintenance, repair/replacement or removal of the Works and will pay those costs to the owners corporation on demand.

REMEDY

If the Owners fail to comply with any obligation of this by-law, the owners corporation may:

- a. if the Owners do not rectify the failure to comply with any obligation of this by-law within 20 business days after notice from the owners corporation requiring the failure to be rectified, enter any part of the parcel to carry out the necessary work to perform the obligation; and
- b. recover the costs of carrying out that obligation from the Owners as a debt, due and payable at the owners corporation's direction and which, if unpaid within 1 month of being due, will bear simple interest at the rate of 10 percent per annum until paid.

Special by-law no. 5 – 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.

Special by-law no. 6 – Air conditioning

1.1 Exclusive use by-law

This is an *exclusive use* by-law.

By-law 3 applies to this *exclusive use* by-law.

1.2 Exclusive use rights

Each owner of an apartment who has obtained the consent of the owners corporation to install an air conditioning unit has the special privilege to, at the cost of the owner:

(a) install and keep an air conditioning unit:

- (i) on the balcony of your apartment in an area which is not visible from outside your apartment or another area permitted under the architectural code; and
- (ii) on and through that part of the common property that forms the most direct and practical route between the split components of the air conditioning unit; and

(b) make minor alterations to common property to enable installation of the air conditioning unit; and

(c) connect the air conditioning unit to electricity separately metered to your apartment.

1.3 What are your obligations?

You must, at your cost:

(a) obtain the approval of the owners corporation (and building management committee if required under the architectural code) to the type of air conditioning unit to be installed prior to installation; and

(b) comply with the requirements of the architectural code (as applicable); and

(c) make the installation in accordance with the relevant consents or approvals given by Council or government agencies in relation to the installation of air conditioning units; and

(d) comply with the requirements of Council or government agencies about air conditioning equipment; and

(e) use, maintain and repair your air conditioning unit or components of it (including replacing component as necessary):

(i) in accordance with the manufacturer's specifications; and

(ii) to ensure it does not make noise in a way that might unreasonably interfere with the use and enjoyment of an apartment or common property by another owner or occupier or substantially exceed noise emission levels specified by the manufacturer; and

(f) obtain consent from the owners corporation to penetrate any walls or slabs and, if consent is granted (which may be on terms and conditions the owners corporation determines), you must observe those terms and conditions. You must fire proof any penetration of the common property walls or slabs to meet the Australian fire standards required for the building in Alba; and

(g) maintain and repair that part of the common property where your air conditioner unit (or any part of it) is fitted and installed (excluding structural maintenance and repairs); and

(h) use contractors approved by the owners corporation to maintain and repair that part of the common property where your air conditioner unit is fitted and installed.

1.4 Approval of owners corporation

When considering an owner's application for approval to a type of air conditioner unit, the owners corporation:

(a) must not unreasonably withhold their approval; and

(b) may take into consideration:

(i) the impact of the air conditioner unit on the visual appearance of Alba when viewed from outside Alba; and

(ii) the noise emission levels of the type of air conditioner unit and the impact this may have on other owners and occupiers with reference to the architectural code and paragraph (a) of by-law 5.1; and

(iii) any list approved by the building management committee (in accordance with the architectural code) of the type or types of air conditioner unit appropriate for installation whether or not the type of air conditioner unit has been the subject of an owners' application for approval under this exclusive use by-law.

1.5 Obligations of owners corporation

The owners corporation must keep the common property areas that are the subject of this exclusive use by-law in good structural repair and condition and, where necessary, repair, maintain or replace those areas at the cost of the owners of apartments according to by-law 22.6.

1.6 Paying costs

The owner must pay all costs associated with the installation. The owners corporation may:

(a) make any required repairs or reinstatement of common property areas required as a result of the installation without notification to the owner; and

(b) require the owner to pay the costs associated with the required repairs or reinstatement.

Special by-law no. 7 – Short term accommodation

1. For the purpose of this by-law:

1.1. "Act" means the *Strata Schemes Management 1996* (NSW) as amended and replaced from time to time;

- 1.2. "**Bond**" means a security deposit of \$1,000 or any other amount of money determined by the Executive Committee from time to time;
- 1.3. "**Building**" means the building and improvements on the land located at 437-439 Bourke Street, Surry Hills NSW 2010;
- 1.4. "**Building Manager**" means the building manager engaged by the Owners Corporation from time to time in accordance with the Act;
- 1.5. "**Common Property**" means the common property in the Strata Plan;
- 1.6. "**Costs**" means all professional and trade costs, fees, expenses, and disbursements associated with any damage caused as a result of the use of a Lot in breach of this by-law, and includes Fines;
- 1.7. "**Council**" means the Council of the City of Sydney, its administrators, successors, and assigns, or any other organisation serving the same or similar function, and includes its employees and agents;
- 1.8. "**Enforcement Costs**" means the costs associated with the enforcement of this by-law, including but not limited to the cost to the Owners Corporation of engaging professional services, including legal services;
- 1.9. "**Executive Committee**" means the executive committee appointed by the Owners Corporation from time to time;
- 1.10. "**Fine**" means a fine of \$500 or any other amount of money determined by the Executive Committee from time to time;
- 1.11. "**Indemnify**" means the Owner indemnifying the Owners Corporation in respect of the use of a Lot in breach of this by-law, including but not limited to the following:
- 1.11.1. all actions, proceedings, claims, demands, costs, damages, and expenses which may be incurred by, brought, or made against the Owners Corporation;
 - 1.11.2. any sum payable by way of increased premiums; and
 - 1.11.3. any costs or damages for which the Owners Corporation is or becomes liable;
- 1.12. "**Lot**" means a lot or any part of a lot in the Strata Plan;
- 1.13. "**Occupier**" means the legal occupier of a Lot from time to time, including the occupier's agent or employee;
- 1.14. "**Owner**" means the registered proprietor of a Lot from time to time, including the registered proprietor's agent or employee;
- 1.15. "**Owners Corporation**" means the owners corporation known as The Owners- Strata Plan No 72040;
- 1.16. "**Residential Tenancy Agreement**" means an agreement under which an Owner or Occupier leases, sublets, or licenses a Lot on a commercial basis for a period of 3 consecutive months or more;
- 1.17. "**Security Keys**" means a key, magnetic card, or other device or information used on the Common Property to:
- 1.17.1. open and close security gates, doors, gates, or locks; or
 - 1.17.2. operate alarms, security systems, or communication systems.

1.18. **"Short-Term Accommodation"** means the provision of temporary accommodation on a commercial basis for a period of less than 3 consecutive months, including but not limited to:

- 1.18.1. Backpackers' accommodation;
- 1.18.2. Bed and breakfast accommodation;
- 1.18.3. Hotel or motel accommodation;
- 1.18.4. Serviced apartments;
- 1.18.5. Private hotel;
- 1.18.6. Boarding house;
- 1.18.7. Tourist or visitor accommodation; and
- 1.18.8. Any other short-term rentals, including but not limited to the use of online services such as Airbnb, Stayz, Gumtree, or similar.

1.19. **"Short-Term Occupier"** means a person occupying a Lot on a Short-Term Accommodation basis;

1.20. **"Statutory Declaration"** means a statutory declaration made by an Owner or Occupier in the form required by the Executive Committee having regard to the contents of this by-law;

1.21. **"Strata Manager"** means the strata managing agent engaged by the Owners Corporation from time to time;

1.22. **"Strata Plan"** means registered Strata Plan No 72040;

1.23. **"The Plan"** means the Sydney Local Environmental Plan 2012 as amended from time to time, including any succeeding instrument.

2. Where terms in this by-law are not defined, they have the same meaning those words are attributed under the Act.

3. If this by-law empowers the Owners Corporation to take action, it may or may not take such action in its reasonable discretion.

Short-Term Accommodation Permitted Subject to Conditions

4. Owners and Occupiers are not permitted to use, operate, or directly or indirectly facilitate the use of a Lot for Short-Term Accommodation, including by advertising the Lot or permitting the Lot to be advertised for Short-Term Accommodation, unless the Owner or Occupier provides to the Owners Corporation evidence of Council approval of the use of the Lot for Short-Term Accommodation, in which case clauses 5 to 7 of this by-law apply.

5. At least 7 days prior to using, operating, or directly or indirectly facilitating the use of a Lot for Short-Term Accommodation, the Owner and/or Occupier must pay a Bond to the Owners Corporation.

6. At least 7 days prior to using, operating, or directly or indirectly facilitating the use of a Lot for Short-Term Accommodation, the Owner and/or Occupier must provide the following documents and information to the Strata Manager and the Building Manager in respect of each Short-Term Occupier:

- 6.1. the start date and end date of their stay;
- 6.2. their full name;
- 6.3. their contact details; and
- 6.4. a certified copy of their photo identification.

7. At the start of the Short-Term Accommodation stay the Owner and/or Occupier will provide the Short-Term Occupier with a copy of all the by-laws for the Strata Plan, and will ensure that the by-laws are complied with.

Breaches of this By-Law

8. If the Executive Committee reasonably believes an Owner or Occupier is using, operating, or directly or indirectly facilitating the use of a Lot for Short-Term Accommodation in breach of the terms of this by-law, the Owners Corporation, via the Executive Committee, Strata Manager, or Building Manager may:

8.1. issue a Fine to the Owner and/or Occupier;

8.2. request that the Owner and/or Occupier provide evidence of their compliance with this by-law, including a copy of their Residential Tenancy Agreement or Council approval. Such evidence must meet the reasonable requirements of the Executive Committee, which may include a Statutory Declaration;

8.3. notify Council of the potential breach of The Plan and provide Council with all information and evidence needed to assist it to make a determination and take any necessary regulatory action;

8.4. exercise its legislative right to enforce this by-law, which may result in the issuing of a penalty order against the Owner and/or Occupier by the NSW Civil and Administrative Tribunal;

8.5. enter any part of the Lot to carry out the investigation necessary to confirm the Owner or Occupier's compliance with this by-law;

8.6. refuse to provide additional Security Keys to the Owner or Occupier; and/or

8.7. deactivate the Owner or Occupier's Security Keys.

8.8. Notwithstanding the above, the Building Manager must provide access to the owner to the secured areas of common property upon requests.

Costs

9. The Owner and/or Occupier is responsible for and will bear all Costs and Enforcement Costs.

10. Where the Owners Corporation has incurred Costs and/or Enforcement Costs on behalf of an Owner, the Owners Corporation may recover those Costs and/or Enforcement Costs from the Owner, including charging those Costs and/or Enforcement Costs to the Owner's lot account as if they were a contribution under the Act, with all the same rights of recovery to apply.

Damage

11. The Owner and/or Occupier must promptly repair any damage to any part of the Building directly or indirectly caused by the Owner and/or Occupier's breach of this by-law.

12. The Bond will be applied by the Owners Corporation towards the Cost of rectifying any damage to any part of the Building directly or indirectly caused by the Owner and/or Occupier's breach of this by-law.

13. Subject to clause 11 above, the Bond will be refunded to the Owner or Occupier at the conclusion of the Short-Term Accommodation stay.

14. If the Costs under clause 11 exceed the amount of the Bond, the balance will be charged to the Owner's lot account as if it were a contribution under the Act, with all the same rights of recovery to apply.

General

15. The Owner and/or Occupier will include a copy of this by-law in every Residential Tenancy Agreement.

16. The Owner Indemnifies and will keep Indemnified the Owners Corporation.

Special by-law no. 8 – Works Lot 20

A. DEFINITIONS

In this by-law, the following terms and definitions shall apply:

1. Words importing the singular include the plural and vice versa.
2. Words importing a gender include any gender.
3. Words defined in the Strata Schemes Management Act 1996 (NSW) have the meaning given to them in that Act.
4. "The Act" means the Strata Schemes Management Act 1996 (NSW) as amended from time to time.
5. "The Lot" means Lot 20 in Strata Plan No. 72040.
6. "The Owner" means the owner or owners from time to time of the Lot.
7. "The Plans" mean the diagram marked "A" and annexed to the notice of meeting at which this motion is considered.
8. "Both levels" means both the entry level and upper level of the Lot.
9. "The proposed master suite" means the existing bedrooms 2 and 3 on the entry level of the Lot, which will form a master suite following the completion of the Works.
10. "The Works" means the following works to be undertaken in relation to the Lot, in accordance with the Plans:

10.1 AIR CONDITIONING

- (a) Installing a ducted air-conditioning system to service both levels of the Lot as detailed below.
- (b) Installing an outdoor 12kw cooling and 14kw heating and condenser unit on the balcony of the Lot with the unit to be suspended on feet so that it is raised off the balcony slab and concealed with custom louvres.
- (c) Installing a 7.1kw indoor unit suspended above the kitchen bulkhead of the living/kitchen area; a 3.6kw indoor unit suspended in the ceiling void of the upper level bedroom; and a 3.6kw indoor unit suspended in the ceiling void of the proposed master suite.
- (d) Installing a custom bar grille and return air grille in the living/kitchen area and in the proposed master suite.
- (e) Installing two custom bar grilles in the upper level bedroom.
- (f) Installing condensate line in white 20mm conduit from the unit to a tundish at the nearest drain point.
- (g) Installing wall-mounted key pad controllers in the proposed master suite; the upper level living/kitchen living area and the upper level bedroom.
- (h) Installing any other necessary interconnecting pipework and control wiring running from the outdoor unit and to the indoor units in the Lot.

10.2 FLOOR COVERINGS

- (a) Removing the existing flooring in the proposed master bedroom and the entry area of the entry level of the Lot and applying self-levelling agent as required.
- (b) Removing the existing flooring on the stairs connecting the entry and upper levels of the Lot and removing the existing treads and risers on the stairs.
- (c) Attaching treads and MDF risers to the steel frame of the stairs by gluing and screwing as necessary.
- (d) Replacing the removed flooring in the proposed master bedroom with 100% carpet, with underlays and noise reduction adhesives.
- (e) Replacing the removed flooring in the entry area, living area and on the stairs with parquetry timber flooring, with 5mm Regupol direct stick acoustic parquetry underlay and one-part polyurethane adhesive to isolate the parquetry from the slab.

10.3 PROPOSED MASTER SUITE AND ENTRY AREA

- (a) Removing an internal stud wall on the entry level to create an opening between the current bedrooms 2 and 3 and installing a new stud wall to block the entrance from the entry area to the current bedroom 3 as shown on page 3 of the Plans.
- (b) Installing a sliding door between the current bedrooms 2 and 3 as shown on page 4 of the plans.
- (c) Removing the existing built-in wardrobe affixed to the south eastern wall of the current bedroom 2 as shown on page 3 of the Plans and continue the ceiling and cornice detail.
- (d) Installing built-in wardrobes in the current bedroom 3, to be affixed by gluing, screwing or bolting as necessary to the south eastern and north western walls and the adjacent ceiling and floor as shown on page 4 of the Plans.
- (e) Relocating the cupboard in the entry area so that it is affixed to the new stud wall as shown on page 3 of the Plans.
- (f) Affixing throw hinges to the door and door frame to the current bedroom 2 as shown on page 3 of the plans.

10.4 ENTRY LEVEL POWDERROOM

- (a) Renovating the existing powder room as shown on page 4 and 6 of the Plans and described below.
- (b) Removing and replacing wall and/or floor tiles including waterproofing membranes.
- (c) Installing a shower over the existing waste water point.
- (d) Installing an in-tile strip drain in the shower; a recessed 20mm stone shower shelf in the south western wall of the shower recess; and a 6mm glass shower screen, to be affixed to the north eastern wall.
- (e) Installing an exhaust fan and LED ribbon lighting in the shower recess and the installation of a 150mm wide recessed bulkhead to house the exhaust fan and LED ribbon lighting.
- (f) Affixing LED ribbon lighting to the north eastern wall recess of the powder room.
- (g) The removal, installation, replacement, or alteration of vanity, taps and any associated bathroom accessories, fittings, fixtures, and services.

10.5 UPPER LEVEL BATHROOM

- (a) Renovating the upper level bathroom as shown on pages 5 and 9 of the Plans;
- (b) Removing and replacing wall and/or floor tiles including waterproofing membranes.
- (c) Installing a 6mm glass shower screen, strip drain, 20mm stone shower shelf recess, and step in the existing bath/shower area.
- (d) Affixing a cabinet to the north western wall, to be recessed into the wall if deemed appropriate by the contracting builder and affixing a wall-hung basin, towel hooks and suspended oak shelf to the north western wall.
- (e) Installing LED ribbon lighting in the bath/shower recess and the installing a 150mm wide recessed bulkhead to house the LED ribbon lighting.
- (f) Relocating the toilet from the north western wall to the south eastern wall of the bathroom and rerouting plumbing as necessary in the cavity separating the bathroom floor from the slab;
- (g) The removal and replacement of vanity, taps and associated bathroom accessories, fittings and fixtures.

10.6 KITCHEN

- (a) The removal and replacement of floor coverings, joinery, sink, taps and associated kitchen accessories, fittings and fixtures.

10.7 GENERAL

- (a) The installation of light fittings, switches and electrical wiring and cables as shown on pages 12 and 13 of the Plans.
- (b) The installation of plumbing and gas services associated with the Works detailed above.

B. RIGHTS

Subject to the conditions in paragraph C of this by-law, the Owner will have:

- (a) a special privilege in respect of the common property to attach and affix the Works to and on the common property and keep them so attached and affixed; and
- (b) the exclusive use of those parts of the common property to which the Works are directly attached or affixed, or occupied by the Works.

C. CONDITIONS

Repairs and Maintenance

1. Subject to the terms of this by-law, any amendment of the by-laws from time to time and any resolution of the Owners Corporation under Section 62(3) of the Act, the Owners Corporation shall continue to be responsible for the proper maintenance and keeping in a state of good and serviceable repair of the common property.
2. The Owner must properly maintain and keep the common property to which the Works are directly attached, or which is occupied by the Works, in a state of good and serviceable repair.
3. The Owner must properly maintain and keep the Works in a state of good and serviceable repair and must renew or replace the Works as necessary from time to time.

Before the Works

4. Before starting the Works, the Owner must provide the Owners Corporation with:

(a) evidence of currency for the duration of the Works of Contractors' All Risks insurance cover in an insurance office of repute (incorporating cover against public risk in respect of claims for death, injury, accident and damage occurring in the course of or by reason of the Works to a minimum of \$10,000,000);

(b) if the Works are not an exempt development within the meaning of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008, a copy of any requisite approval of the local Council, including all drawings, specifications, conditions and notes, and for that purpose, the Owners Corporation shall execute under seal any development application required to be lodged by the Owner under the Environmental Planning & Assessment Act 1979 provided such development application seeks approval of the Works as defined in clause A10 above;

(c) a copy of any requisite construction certificate for the works, under Part 4A of the Environmental Planning & Assessment Act 1979;

(d) a copy of the certificate of insurance relating to the works, under Section 92 of the Home Building Act 1989 if the value of the works exceeds \$20,000; and

(e) 5 days' notice in writing prior to the date of commencement of the Works.

Performance of Works

5. In performing the Works, the Owner must:

(a) use best-quality and appropriate materials and a licensed contractor to carry out the Works in a proper and skilful manner;

(b) comply with the Building Code of Australia and all pertinent Australian Standards;

(c) comply with all conditions and requirements of the local Council (if any);

(d) not allow the obstruction of reasonable use of the common property in the course of the Works, by building materials, tools, machines, debris or motor vehicles;

(e) transport all building materials, equipment, debris and other material through the common property as reasonably directed by the Owners Corporation;

(f) protect all areas of the building outside the Lot from damage by the Works or by the transportation of building materials, equipment and debris;

(g) keep all areas of the building outside the Lot clean and tidy throughout the performance of the Works;

(h) only perform the Works between the hours of 7:30 am and 5:30 pm from Monday to Friday and between 8:00 am and 1:00 pm on Saturday (excluding public holidays);

(i) remove all debris generated by the Works from the common property at the conclusion of each day during which the Works are being carried out; and

(j) not deposit any debris or building materials generated by the Works in the Owners Corporation's rubbish bins.

After the Works

6. After completion of the Works, the Owner must provide the Owners Corporation with:

(a) plans identifying the location of plumbing, gas and electrical services altered during the course of the Works;

(b) a copy of any requisite compliance certificate for the Works under Part 4A of the Environmental Planning & Assessment Act 1979; and

(c) copies of all membrane and flashing guarantees and warranties.

Damage

7. The Owner must repair promptly any damage caused or contributed to by the Works or by the repair, maintenance, renewal or replacement of the Works, including damage to the property of the Owners Corporation and the property of the owner or occupier of another Lot in the strata scheme.

Indemnity

8. The Owner must indemnify the Owners Corporation against any loss or damage the Owners Corporation suffers as a result of the performance, repair, maintenance, renewal or replacement of the Works.

Right to Remedy Default

9. If the Owner fails to comply with any obligations under this by-law, then the Owners Corporation may:

(a) carry out all work necessary to perform that obligation;

(b) enter upon any part of the parcel to carry out that work; and

(c) recover the costs of carrying out that work from the Owner.

10. The Owner hereby authorises the Owners Corporation, by its servants, agents or contractors, to enter upon the Lot for the purpose of carrying out the work referred to in clause 9 above.

11. All costs payable by the Owner pursuant to clause 9 above, shall be payable as a debt due to the Owners Corporation.

Costs of by-law

12. The Owner must pay for the preparation, making and registration of this by-law.

Special by-law no. 9 – Works Lot 3

A. DEFINITIONS

In this by-law, the following terms and definitions shall apply:

1. Words importing the singular include the plural and vice versa.

2. Words importing a gender include any gender.

3. Words defined in the Strata Schemes Management Act 2015 (NSW) have the meaning given to them in that Act.

4. "The Act" means the Strata Schemes Management Act 2015 (NSW) as amended from time to time.

5. "The Lot" means Lot 3 in Strata Plan No. 72040.

6. "The Owner" means the owner or owners from time to time of the Lot.

7. "The Plans" means the design plans prepared by Kennard Gornall, numbered A3-01 to A3-06, marked "A", and annexed to the notice of meeting at which this motion is to be considered.

8. "The Works" means the following works to be undertaken in relation to the entry level powder room of the Lot, as illustrated in the Plans:

(a) the removal and replacement of all wall and floor tiles, including the installation of new waterproofing membrane to the floor and shower recess;

(b) removal and replacement of the existing toilet suite in the same location, utilising the existing plumbing;

(c) the removal of the existing vanity unit and sink at the southern end of the powder room and the installation of a shower recess in the same location;

(d) the installation of an in-tile strip drain in the shower recess to be connected to the existing waste water plumbing and noting that there will be no additional floor waste or associated penetration of the common property slab;

(e) the installation of a new showerhead to the eastern wall and mixer tap to the southern wall, in the shower recess;

(f) the installation of a glass shower screen, in the shower recess;

(g) the removal of the existing sliding entry door to the powder room and the installation of a new sliding entry door to be concealed in the cavity of the internal wall on the opposite side when open;

(h) the installation of a wall mounted shaving cabinet to the eastern wall;

(i) the installation of a wall mounted sink and taps to be affixed to the eastern wall below the shaving cabinet and all associated plumbing;

(j) the installation of two new downlights in the ceiling of the bathroom in the same locations as the existing downlights and all associated electrical wiring;

(k) the installation of two double-switch power outlets in the western wall and all associated electrical wiring;

(l) the removal and replacement of all associated bathroom fittings, fixtures and accessories including but not limited to a new toilet roll holder and towel rail; and

(m) the installation, replacement, or alteration of any associated plumbing, gas, and/or electrical services necessary to complete the works described above.

Notation: It is noted that the installation of the shaving cabinet and wall-mounted sink as described in subclauses (h) and (i) above shall not affect or compromise the fire wall located between the internal and external parts of the eastern common property wall.

B. RIGHTS

Subject to the conditions in paragraph C of this by-law, the Owner will have:

(a) special privilege in respect of the common property to attach and affix the Works to and on the common property and keep them so attached and affixed; and

(b) the exclusive use of those parts of the common property to which the Works are directly attached or affixed, or occupied by the Works.

C. CONDITIONS

Repairs and Maintenance

1. Subject to the terms of this by-law, any amendment of the by-laws from time to time and any resolution of the Owners Corporation under Section 106(3) of the Act, the Owners Corporation shall continue to be responsible for the proper maintenance and keeping in a state of good and serviceable repair of the common property.

2. The Owner must properly maintain and keep the common property to which the Works are directly attached, or which is occupied by the Works, in a state of good and serviceable repair.

3. The Owner must properly maintain and keep the Works in a state of good and serviceable repair and must renew or replace the Works as necessary from time to time.

Before the Works

4. Before starting the Works, the Owner must provide the Owners Corporation with:

(a) evidence of currency for the duration of the Works of Contractors' All Risks insurance cover in an insurance office of repute (incorporating cover against public risk in respect of claims for death, injury, accident and damage occurring in the course of or by reason of the Works to a minimum of \$20,000,000);

(b) a copy of the certificate of insurance relating to the works, under Section 92 of the Home Building Act 1989 if the value of the works exceeds \$20,000;

(c) 5 days' notice in writing prior to the date of commencement of the Works;

(a) details of the proposed duration and times of the Works;

(b) details of the persons carrying out the Works, including qualifications to carry out the Works;

(c) arrangements to manage any resulting rubbish or debris; and

(d) if required by the Strata Committee, a dilapidation report as to the condition of the Common Property to which the Works are to be affixed and/or occupied by the Works.

5. If required do so by the Strata Committee, prior to the commencement of the Works, the Owner must pay the Owners Corporation a bond, which shall be applied and/or refunded in accordance with clauses C6 to C8 of this by-law, with the amount of the required bond (if any) to be determined by the Strata Committee.

6. The Owners Corporation may apply all or any part of the bond to remedying, for its benefit or the benefit of an Owner or occupier of another Lot in the strata scheme, a breach on the part of the Owner or his contractor, of an obligation under this by-law.

7. The Owners Corporation must refund the bond to the Owner within 14 days of receiving written notice from the Owner that the Works have been completed, provided that no unrepaired damage has been caused by the Works to the property of the Owners Corporation or the Owner or occupier of another Lot in the strata scheme.

8. The Owners Corporation must pay any residue of the bond to the Owner after deducting such sums as have been or are to be applied to the rectification of any unrepaired damage caused by the Works to the property of the Owners Corporation or the Owner or occupier of another Lot in the strata scheme.

Performance of Works

9. In performing the Works, the Owner must:

- (a) use best-quality and appropriate materials and a licensed contractor to carry out the Works in a proper and skilful manner;
- (b) comply with the Building Code of Australia and all pertinent Australian Standards;
- (c) comply with all conditions and requirements of the local Council (if any);
- (d) not allow the obstruction of reasonable use of the common property in the course of the Works, by building materials, tools, machines, debris or motor vehicles;
- (e) transport all building materials, equipment, debris and other material through the common property as reasonably directed by the Owners Corporation;
- (f) protect all areas of the building outside the Lot from damage by the Works or by the transportation of building materials, equipment and debris;
- (g) keep all areas of the building outside the Lot clean and tidy throughout the performance of the Works;
- (h) only perform the Works between the hours of 8:00 am and 4:00 pm from Monday to Friday (excluding public holidays);
- (i) contact the Building Manager in advance to arrange contractor access, lift access and usage of the loading dock;
- (j) remove all debris generated by the Works from the common property at the conclusion of each day during which the Works are being carried out;
- (k) not deposit any debris or building materials generated by the Works in the Owners Corporation's rubbish bins; and
- (l) give the Building Manager access to the Lot for the purpose of inspecting the Works to ensure that they have been carried out in accordance with this by-law and the Plans, on being provided with at least 48 hours written notice.

After the Works

10. After completion of the Works, the Owner must provide the Owners Corporation with:

- (a) plans identifying the location of plumbing, gas and/or electrical services altered during the course of the Works; and
- (b) copies of all waterproofing membrane guarantees and warranties.

Damage

11. The Owner must repair promptly any damage caused or contributed to by the Works or by the repair, maintenance, renewal or replacement of the Works, including damage to the property of the Owners Corporation and the property of the owner or occupier of another Lot in the strata scheme.

Indemnity

12. The Owner must indemnify the Owners Corporation against any loss or damage the Owners Corporation suffers as a result of the performance, repair, maintenance, renewal or replacement of the Works.

Right to Remedy Default

13. If the Owner fails to comply with any obligations under this by-law, then the Owners Corporation may:

- (a) carry out all work necessary to perform that obligation;
- (b) enter upon any part of the parcel to carry out that work; and
- (c) cover the costs of carrying out that work from the Owner.

14. The Owner hereby authorises the Owners Corporation, by its servants, agents or contractors, to enter upon the Lots for the purpose of carrying out the work referred to in clause C13 above.

15. All costs payable by the Owner pursuant to clause C13 above, shall be payable as a debt due to the Owners Corporation.

Costs of by-law

16. The Owner must pay for the preparation, making and registration of this by-law.

Special by-law no. 10 – Works Lot 51

1. This Owner under this by-law is the owner or owners of lot 51.

2. The Owner Works are described in the following documents which are attached to the minutes of the meeting at which this by-law is made –

- a. scope of works prepared by Poco Designs dated 15 November 2018,
- b. plans and drawing prepared by Poco Designs numbered ID 100-00 dated 5 November 2018,
- c. interior services code prepared by Poco Designs numbered Issue 01 and dated 12 November 2018,
- d. fixtures and fitting schedule prepared by Poco Designs numbered Issue 01 and dated 12 November 2018, and
- e. sanitary fixtures and fitting schedule prepared by Poco Designs numbered Issue 02 and dated 12 November 2018

3. The Owner has the following special privileges in respect of common property:

- a. the right to carry out the Owner Works (which include alterations and additions) on the common property, and
- b. the right to keep the Owner Works on the common property.

4. The Owner has the right to exclusively occupy and use those part of the common property occupied by the Owner Works.

5. The Owner's rights are subject to the obligations about common property, the conditions and the owners corporation's rights.

Obligations about common property

6. The Owner is responsible for the proper maintenance of and keeping in a state of good and serviceable repair the common property over which the Owner is conferred rights.

Conditions

7. Before commencing the works under this by-law, the Owner must provide the required documents, obtain approval, pay the bond and insure.

8. Required documents means plans, drawings, diagrams, certifications and reports reasonably required by the owners corporation and relevant to the Owner Works.

9. Approval means:

- a. approvals for the Owner Works from relevant statutory authorities, and
- b. approval for the exercise of the rights given under this by-law from relevant statutory authorities.

10. The Owner must pay \$5,000 to the owners corporation as a bond covering any loss or damage resulting from the performance of the Owner Works that are payable by the Owner under this by-law. If the bond has not been applied when the Owner Works are completed, the owners corporation must return it to the Owner on request.

11. Insure means effect and maintain contractors all works insurance, insurance required under the Home Building Act 1989 (if applicable), workers compensation insurance and public liability insurance in the amount of \$10,000,000 in the joint names of the Owner and owners corporation covering the Owner Works.

12. The Owner must do the following things (and ensure others also do the following) when performing the Owner Works –

- a. perform the Owner Works in accordance with the drawings and specifications approved by the relevant authorities (if applicable) and the owners corporation,
- b. perform the Owner Works in a proper and workmanlike manner,
- c. use duly licensed contractors,
- d. only perform the Owner Works at the times approved by the owners corporation,
- e. protect all affected areas of the building outside their lot from damage by the Owner Works or the transportation of construction materials, equipment, debris,
- f. transport all construction materials, equipment, debris and other material, in the manner reasonably directed by the owners corporation,
- g. keep all affected areas of the building outside their lot clean and tidy throughout the performance of the Owner Works,
- h. remove all debris resulting from the Owner Works immediately from the building, and
- i. not create noise that causes unreasonable discomfort, disturbance or interference with activities of any other occupier of the building, and
- j. comply with the requirements of relevant statutory authority concerning the performance of the Owner Works.

13. After completing the Owner Works, the Owner must obtain certification for the Owner Works from the expert nominated by the owners corporation (if certification is reasonably considered necessary by the owners corporation).

14. At all times, the Owner must Indemnify the owners corporation and Accept Liability.

15. Indemnify means to indemnify the owners corporation:

- a. for all costs of considering and making this by law, and
- b. against any loss or damage the owners corporation suffers as a result of the performance, maintenance or replacement of the Owner Works on the common property, and
- c. obtaining certification of the Owner Works incurred by the owners corporation (including legal costs), and to pay those amounts to the owners corporation upon request detailing the basis for the request and the amounts claimed.

16. Accepting Liability means to be liable for:

- a. any damage caused to any part of the common property as a result of Owner Works, and
- b. to make good that damage immediately after it has occurred.

Owners corporation's rights

17. The Owner acknowledges that if the Owner fails to comply with any obligation under this by law, the owners corporation may take steps to remedy that failure or non-compliance and in doing so the owners corporation has the right to:

- a. enter upon any part of the parcel to carry out that work, and
- b. carry out all work necessary to perform that obligation or remedy the failure,
- c. recover the costs of carrying out that work from the Owner as a debt (and include reference of that debt on levy notices and any other levy reports or information).

Special by-law no. 11 – Works Lot 44

A. DEFINITIONS

In this by-law, the following terms and definitions shall apply:

1. Words importing the singular include the plural and vice versa.
2. Words importing a gender include any gender.
3. Words defined in the *Strata Schemes Management Act 2015* (NSW) have the meaning given to them in that Act.
4. "The Act" means the *Strata Schemes Management Act 2015* (NSW) as amended from time to time.
5. "The Lot" means Lot 44 in Strata Plan No. 72040.
6. "The Owner" means the owner or owners from time to time of the Lot.

7. "The Plans" means the design plans prepared by Nathan Gornall Design numbered ID00, ID01, ID02, ID03, ID04, ID05, ID06, ID07, ID08, ID09, ID10, ID11, ID12, ID13, ID17, ID18, ID19, ID20, ID21 marked "A", and annexed to the notice of meeting at which this motion is to be considered.

8. "The Works" means the following works to be undertaken in relation to the entry level powder room of the Lot, as illustrated in the Plans:

(a) the installation of veneer vertical surfaces, poly vertical surfaces and stone vertical surfaces in the locations identified in Plan ID02;

(b) the installation of new light fittings throughout the Lot;

(c) the renovation of the existing kitchen comprising removing and replacing existing joinery and stone benches, the relocation of the sink to the western wall of the kitchen (which separates the kitchen and laundry) with the new sink to have its plumbing connected to the existing laundry waste;

(d) the relocation of the dishwasher to the northern wall of the kitchen, with the dishwasher to be plumbed into the existing laundry waste;

(e) the removal of the waterproofing membrane and all wall and floor tiles in the existing main bathroom and the laying of a new waterproofing membrane to comply with the requirements of the current Building Code of Australia, laying of new wall and floor tiles, the installation of a new Japanese bath and shower with the bath and shower to be on a step raised 120 mm above the remaining floor level to allow for the bath waste to connect to the existing shower waste as shown in Plans ID12 and ID13, the installation of new basin, taps, shower head, mirror, robe hook and toilet suite, with the toilet suite to be in the same location as the existing toilet suite, and with existing waste pipes and drains to be retained;

(f) the installation of new robes in the master bedroom and bedroom 2, storage cupboards in the bedrooms and hallway, and bookcase in bedroom 2, all as shown in Plans ID10, ID11, ID17, ID18, ID19 ID20 and ID21; and

(h) the installation of new power outlets, light switches and associated electrical wiring throughout the Lot.

(i) The removal of the waterproofing membrane and all wall and floor tiles in the Ensuite and the laying of a new waterproofing membrane and new wall and floor tiles to comply with the requirements of the current Building Code of Australia and any applicable Australian Standards, and the installation of a new shower and a new basin, taps, shower head, mirror, robe hook and toilet suite, with the toilet suite to be in the same location as the existing toilet suite, and with existing water pipes, waste pipes and drains to be retained.

B. RIGHTS

Subject to the conditions in paragraph C of this by-law, the Owner will have:

(a) a special privilege in respect of the common property to attach and affix the Works to and on the common property and keep them so attached and affixed; and

(b) the exclusive use of those parts of the common property to which the Works are directly attached or affixed, or occupied by the Works.

C. CONDITIONS

Repairs and Maintenance

1. Subject to the terms of this by-law, any amendment of the by-laws from time to time and any resolution of the Owners Corporation under Section 106(3) of the Act, the Owners Corporation shall continue to be responsible for the proper maintenance and keeping in a state of good and serviceable repair of the common property.
2. The Owner must properly maintain and keep the common property to which the Works are directly attached, or which is occupied by the Works, in a state of good and serviceable repair.
3. The Owner must properly maintain and keep the Works in a state of good and serviceable repair and must renew or replace the Works as necessary from time to time.

Before the Works

4. Before starting the Works, the Owner must provide the Owners Corporation with:
 - (a) evidence of currency for the duration of the Works of Contractors' All Risks insurance cover in an insurance office of repute (incorporating cover against public risk in respect of claims for death, injury, accident and damage occurring in the course of or by reason of the Works to a minimum of \$20,000,000);
 - (b) a copy of the certificate of insurance relating to the works, under Section 92 of the *Home Building Act 1989* if the value of the works exceeds \$20,000;
 - (c) 5 days' notice in writing prior to the date of commencement of the Works;
 - (d) details of the proposed duration and times of the Works;
 - (e) details of the persons carrying out the Works, including qualifications to carry out the Works;
 - (f) arrangements to manage any resulting rubbish or debris; and
 - (g) if required by the Strata Committee, a dilapidation report as to the condition of the Common Property to which the Works are to be affixed and/or occupied by the Works.
5. If required by the Strata Committee, prior to the commencement of the Works, the Owner must pay the Owners Corporation a bond, which shall be applied and/or refunded in accordance with clauses C6 to C8 of this by-law, with the amount of the required bond (if any) to be determined by the Strata Committee.
6. The Owners Corporation may apply all or any part of the bond to remedying, for its benefit or the benefit of an Owner or occupier of another Lot in the strata scheme, a breach on the part of the Owner or his contractor, of an obligation under this by-law.
7. The Owners Corporation must refund the bond to the Owner within 14 days of receiving written notice from the Owner that the Works have been completed, provided that no unrepaired damage has been caused by the Works to the property of the Owners Corporation or the Owner or occupier of another Lot in the strata scheme.
8. The Owners Corporation must pay any residue of the bond to the Owner after deducting such sums as have been or are to be applied to the rectification of any unrepaired damage caused by the Works to the property of the Owners Corporation or the Owner or occupier of another Lot in the strata scheme.

Performance of Works

9. In performing the Works, the Owner must:

- (a) use best-quality and appropriate materials and a licensed contractor to carry out the Works in a proper and skilful manner;
- (b) comply with the Building Code of Australia and all pertinent Australian Standards;
- (c) comply with all conditions and requirements of the local Council (if any);
- (d) not allow the obstruction of reasonable use of the common property in the course of the Works, by building materials, tools, machines, debris or motor vehicles;
- (e) transport all building materials, equipment, debris and other material through the common property as reasonably directed by the Owners Corporation;
- (f) protect all areas of the building outside the Lot from damage by the Works or by the transportation of building materials, equipment and debris;
- (g) keep all areas of the building outside the Lot clean and tidy throughout the performance of the Works;
- (h) only perform the Works between the hours of 8:00 am and 4:00 pm from Monday to Friday (excluding public holidays);
- (i) contact the Building Manager in advance to arrange contractor access, lift access and usage of the loading dock;
- (j) remove all debris generated by the Works from the common property at the conclusion of each day during which the Works are being carried out;
- (k) not deposit any debris or building materials generated by the Works in the Owners Corporation's rubbish bins; and
- (l) give the Building Manager access to the Lot for the purpose of inspecting the Works to ensure that they have been carried out in accordance with this by-law and the Plans, on being provided with at least 48 hours written notice.

After the Works

10. After completion of the Works, the Owner must provide the Owners Corporation with:

- (a) plans identifying the location of plumbing, gas and/or electrical services altered during the course of the Works; and
- (b) copies of all waterproofing membrane guarantees and warranties.

Damage

11. The Owner must repair promptly any damage caused or contributed to by the Works or by the repair, maintenance, renewal or replacement of the Works, including damage to the property of the Owners Corporation and the property of the owner or occupier of another Lot in the strata scheme.

Indemnity

12. The Owner must indemnify the Owners Corporation against any loss or damage the Owners Corporation suffers as a result of the performance, repair, maintenance, renewal or replacement of the Works.

Right to Remedy Default

13. If the Owner fails to comply with any obligations under this by-law, then the Owners Corporation may:

- (a) carry out all work necessary to perform that obligation;
- (b) enter upon any part of the parcel to carry out that work; and
- (c) recover the costs of carrying out that work from the Owner.

14. The Owner hereby authorises the Owners Corporation, by its servants, agents or contractors, to enter upon the Lots for the purpose of carrying out the work referred to in clause C13 above.

15. All costs payable by the Owner pursuant to clause C13 above, shall be payable as a debt due to the Owners Corporation.

Costs of by-law

16. The Owner must pay for the preparation, making and registration of this by-law.

Special by-law no. 12 – Works lot 24

A. RIGHTS CONFERRED

The Owner is given the special privilege in respect of the common property in connection with the Lot to carry out the Works defined below at the Owner's cost subject to the Owner complying with the conditions listed in paragraph (c) below.

B. DEFINITIONS

1. In this by-law, unless the context indicates otherwise, the following terms and expressions are defined to mean:

- (i) "**Act**" means the *Strata Schemes Management Act 2015* (NSW).
- (ii) "**Authority**" means any government, semi-government, statutory, public or other authority having jurisdiction over the Lot.
- (iii) "**Commencement Date**" means the **approximate** date to be determined.
- (iv) "**Construction Period**" means the period of 4 weeks within which the Works must be completed calculated from the actual Commencement Date.
- (v) "**Insurances**" means for the duration of the Works:
 - (A) a Construction Liability Insurance policy providing cover for:
 - a. physical loss or damage occurring to the Works whilst in the course of construction to their full value by events such as earthquake, storm, fire, lightning, theft including cover for the removal of debris.
 - b. the contractor and all sub-contractors against the risk of liability for death, personal injury, accident and property damage to at least \$20 million in respect of any one claim occurring in the course of carrying out the Works (commonly called "public liability risk insurance").
 - (B) Workers' compensation insurance for employees of the contractor.
 - (C) If required by law, home building insurance for the works pursuant to the *Home Building Act 1989* (NSW).

(vi) "**Lot**" means lot no 24 in SP No 72040 (also known as unit 306).

(vii) "**Owner**" means the registered owner of the Lot and successors in title.

(viii) "**Works**" means, in relation to the Lot, the works referred to in the following documents to be produced as an exhibit at the general meeting at which this by-law is considered (copies of which are also available at the strata managing agent's office for inspection prior to the meeting):

(A) Detailed narrative description listing the works to be carried out to the upper level bathroom, marked "**A1**" prepared by SCID Pty. Ltd. dated 04.04.22.

(B) Detailed narrative description listing the works to be carried out to the lower level bathroom, marked "**A2**" prepared by SCID Pty. Ltd. dated 22 July 22.

2. Where any words used in this by-law are defined in the Act they will, unless the context dictates otherwise, have the same meanings as those words have in the Act.

C. CONDITIONS

The rights given to the Owner by this by-law do not apply if the Owner does not comply with the conditions referred to in this by-law.

BEFORE COMMENCEMENT OF THE WORKS

1. Commencement and Construction Period

(i) At least 14 days before commencement of the Works, the Owner must give each occupant of a lot written notice of the proposed Commencement Date.

(ii) Subject to any extension of time that the owners corporation in a general meeting may resolve to grant in its absolute discretion, the Works must be completed within the Construction Period.

2. Authority Approvals

If required by law, at least 14 days before commencement of the Works, the Owner must furnish the owners corporation with a complete copy of:

(i) if required by law, the completed development application and/or complying development certificate application (as applicable), the construction certificate, the final plans and specifications upon which the Works are based with a request motion from the Owner to seek the owners corporation's prior written consent by ordinary resolution to lodgement (such consent not to be unreasonably withheld or delayed) but only after the owners corporation has received full copies of such proposed applications;

(ii) if required by law, the development consent and/or complying development certificate (as applicable) and construction certificate for the Works under the *Environmental Planning & Assessment Act 1979* (NSW) issued by any Authority or certifier (as the case may be) and all conditions of consent; and

(iii) all other necessary development consents, certificates and documents required from any other Authority.

3. Contractor and Licence Details Insurances

At least 14 days before commencement of the Works, the Owner must furnish the owners corporation with certificates and other documentary proof that the licensed contractor who is to undertake the Works:

(i) has effected the Insurances for the duration of the Works; and

(ii) holds the applicable license under the *Home Building Act 1989* (NSW).

4. Flooring

At least 14 days before commencement of the Works, the Owner must furnish the owners corporation with confirmation that cement screeding, flooring underlay and hard flooring to be installed (eg, hard wood, tiles) will be of sufficient quality to ensure the airborne sound insulation and impact insulation in adjoining lots of hard flooring like wood, floating floors or tile flooring; and walls of the owners lot will achieve a 4 star acoustical result standard of the Association of Australian Acoustic consultants "Guideline for Apartment & Townhouse Acoustic Rating" in bedrooms and other habitable rooms including kitchens) or adjoining lots (whether above, below or adjacent), unless the owners corporation in a general meeting agrees that a 3 star rating is acceptable.

5. Dilapidation Report

At least 14 days before commencement of the Works, the Owner must at the Owner's cost commission and serve on:

(i) the owners corporation; and

(ii) the owners of all other lots (if access is given to those lots)

a copy of a dilapidation report (which must include photographs) prepared by the design architect or a structural engineer in respect of all areas of those lots and any relevant common property. This report is to be commissioned for the purpose of establishing which cracks or other defects (if any) in the said common property or lots were present before the Works were carried out in order to help decide if any cracks or other defects appearing after commencement of the Works are attributable to the Works.

6. Bond

(i) Within 14 days of the Owner receiving a Construction Certificate (if such is required for the Works) and at least 7 days before commencing the Works, the Owner must pay the Bond to the owners corporation (unless the strata committee or owners corporation decides in a general meeting that a higher or lesser sum be paid) by lodgement with the strata manager or to the treasurer (if there is no strata manager), which bond may be used by the owners corporation for the purposes of:

(A) Carrying out any conditions under this by-law if not complied with or other default;

(B) Carrying out any repairs or maintenance needed to the common property or a lot in the parcel caused as a result of the Works; and

(C) Paying for the expenses of the owners corporation (including legal costs and disbursements of the owners corporations' lawyer calculated on a solicitor/client basis) in the event of:

a. A dispute between the owners corporation and Owner as to the Works, maintenance or repair; or

b. Dealing with the matters in C.6(i)(A) and C.6(i)(B) above.

(ii) At the expiration of three months after the receipt by the owners corporation of the certificate of practical completion or the like and the certificates referred to below, the owners corporation must refund to the Owner the bond, or balance of the bond, as the case may be.

7. Inspections

The Owner must provide the owners corporation's nominated representative(s) reasonable access to inspect the Lot if requested by the owners corporation.

8. Indemnities

Before, during and after completion of the Works the Owner must indemnify the owners corporation against the following:

- (i) any sums payable by the owners corporation by way of increased premiums for effecting and maintaining building damage insurance and/or public liability insurance, where such increase in premiums is the direct or indirect result of the use of the relevant area of the common property or of the Works;
- (ii) any legal liability, loss, claim or proceedings in respect of any injury, loss or damage whatsoever to the common property, or other property or person insofar as such injury, loss or damage arises out of or in the course of or by reason of the execution of the Works; and
- (iii) any liability for damage to the Works caused by the owners corporation in undertaking any work referred to in s 122 of the Act or in exercising the power of entry for purposes of or related to such works.

DURING CONSTRUCTION OF THE WORKS

9. Licensed Contractor and Works Quality

The Owner must ensure all the Works be done:

- (i) by contractors appropriately qualified and licensed under the *Home Building Act 1989* (NSW);
- (ii) so as to ensure the contractors, their materials, tools, equipment and debris do not obstruct or impede lawful use of the common property by any person;
- (iii) with due care and skill and in accordance with the plans and specifications;
- (iv) using only first quality materials which are good and suitable for the purpose for which they are used and which are of a colour and in keeping with the appearance of the building;
- (v) in accordance with the applicable development consent and other consents.

The Owner must not vary the Works except in accordance with the written approval of the local council and the owners corporation, which may not be withheld unreasonably;

- (vi) in accordance with the National Construction Code ("NCC" but still commonly called the Building of Australia), all applicable Australian Standards and requirements of the *Work Health & Safety Act 2011* (NSW), Workcover and the law. If following a visual inspection dangerous material (eg asbestos) is found by the Owner or owners corporation or its representatives or contractors, the Owner must have the material removed in accordance with Workcover requirements; and

- (vii) with all due diligence and within the Construction Period.

10. Vehicles

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

11. Work Times

The Owner must not undertake the Works or allow them to be undertaken except:

- (i) between the hours of 7am and 4pm Monday to Friday, but not on public holidays; or
- (ii) during such hours and days permitted by the local council whichever is the greater.

12. Time for Operation of Noisy Equipment

The Owner must ensure:

- (i) that percussion tools and noisy equipment such as jack hammers and tile cutters are only used between 10:00am and 3:00pm; and
- (ii) that at least 72 hours' notice is given to the occupiers of the other lots in the building by a sign prominently displayed on the noticeboard before the use of any such tools and equipment.

13. Protection of the Building

The Owner must ensure:

- (i) the common property is properly protected prior to the commencement of the Works. This includes:
 - (A) during the Works, the door between the Lot and common property pathway must be completely closed at all times; and
 - (B) the pathway accessing the Lot must be protected from damage.
- (ii) In addition to (A), on each Friday before each weekend, the Owner must ensure the state of cleanliness and tidiness is equivalent to the same state of cleanliness and tidiness that existed before the Works began.

14. Transportation of Building Materials and Equipment and Debris

The Owner must ensure that in respect of access to and from the Lot:

- (i) any heavy, large or bulky building materials, equipment and debris are to be transported via an external hoist and so not through the building or by its lift unless the owners corporation permits other means; and
- (ii) that other than items referred to in (A), may be transported by the lift of the building; and
- (iii) no building materials are stored on common property.

15. Dust

The Owner must take all reasonable steps to reduce or mitigate the spread of dust particles from the Lot during the course of the Works.

16. Rubble

- (i) All building rubble generated in the course of the Works must be stored within the Lot until such rubble is removed from the scheme; and
- (ii) Wherever possible, the Owner must have building rubble removed from the Lot in sealed bins.

17. Disturbance

The Owner must ensure the Works are undertaken in such a way as to cause minimum noise disturbance and inconvenience to the occupiers and owners or another lot or any person lawfully using common property.

18. Authority Directions

In performing the Works the Owner must comply with all directions, orders and requirements of all relevant Authorities and shall ensure and be responsible for compliance with such directions, orders and requirements by the Owner's servants, agents and contractors.

19. Daily Cleaning

- (i) The Owner must clean any part of the common property areas affected by the Works on a daily basis and keep all of those common property areas clean, neat and tidy during the Works.
- (ii) During such hours and days permitted by the local council.

20. Interruption to Services

The Owner must minimise any disruption to services in the building and give the occupiers of the other lots in the building at least 72 hours prior notice of any planned interruption to the services in the building such as water, electricity and television by a sign prominently displayed on the noticeboard before any such disruption.

21. Security

The Owner must ensure that the security of the building is not compromised and that no external doors in the common property areas of the building are left open and unattended or left open for longer than is reasonably necessary during the Works.

22. Variation to Works

The Owner must not vary the Works without first obtaining the written approval of the owners corporation or, if authorised, by the strata committee.

23. Connection of Utilities

In the event that electricity, water or any other service is connected to the Works and the existing service to the Lot is separately metered and charged to the account of the Owner then the Owner must ensure that the new service is installed so as to also be separately metered and charged to the account of the Owner.

24. Damage and Insurance Claims

- (i) At the request of the owners corporation, the Owner must promptly make good any damage to the common property in the strata scheme caused by the Works or by the altered condition of the common property or lots deriving from the Works.
- (ii) The Owner must promptly make good any damage caused by the Works to:
 - (A) any lot in the strata scheme and its contents; and
 - (B) any other property.
- (iii) In respect of the home building insurance policy the Owner must apply the proceeds of a claim to the repair or completion on the Works, or to reimbursement for their prior repair or completion by the owners corporation.
- (iv) In respect of the home building insurance and construction risk insurance, the owners corporation, at its option may make and conduct any claim against an insurer in respect thereof.

AFTER COMPLETION OF THE WORKS

25. Completion of Works

Within seven days of completion of the Works (defined as being when the Owner's licensed contractor issues a certificate of practical completion or the like to the Owner) the Owner must give to the owners corporation written notice of completion.

26. Certificates of Engineer and Council

As soon as practicable after completion of the Works the Owner must give the owners corporation the following certificates:

(i) the certificate or report of a qualified structural engineer addressed to the owners corporation certifying that:

(A) the components of the Works involving structural alterations or additions are structurally adequate; and

(B) the construction of the Works proposed in the engineering

drawings do not detrimentally affect the structural integrity of the building or any part of it;

(ii) an occupation certificate under Part 4A of the *Environmental Planning & Assessment Act 1979* (NSW) authorising occupancy of the Lot and a complete copy of applications and all accompanying certificates and documents provided to obtain that certificate; and

(iii) all warranties, guarantees and certificates in respect of trade works such as waterproofing certificates.

27. Restoration of Common Property

Within 14 days after completion of the Works, the Owner must restore all other parts of the common property affected by the Works as nearly as possible to the state they were in immediately before the Works.

28. Costs

(i) Within 14 days of the Owner receiving a tax invoice from the owners corporation, its strata manager or lawyer as to expenses, the Owner must pay those expenses (including legal costs and disbursements calculated on a solicitor/client basis) incurred in regard to:

(A) the drawing, amending, obtaining advice and registration of this by-law; and

(B) considering, examining, obtaining advice and changes in respect of any development application or other application submitted to the owners corporation for its consent.

(ii) If those expenses are not paid to the owners corporation within the 14 days, those expenses shall be added to the next succeeding levy contribution notice due by the Owner to the owners corporation and if not paid by the due date may be recovered by the owners corporation from the Owners as a debt in a court of competent jurisdiction.

ONGOING OBLIGATIONS OF OWNER AFTER COMPLETION OF THE WORKS

At all times after completion of the Works:

29. Maintain Common Property

The Owner must maintain and repair all common property in contact with or affected by reason of the installation of the Works.

30. Maintenance of Works

(i) The Owner must properly maintain the Works and keep them in a reasonable state of good and serviceable repair and, where necessary, renew or replace any part of those Works when reasonably required by the owners corporation; and

(ii) The Works shall be and remain Owner's fixtures.

31. Repair Damage

The Owner must repair with all due care and skill any damage caused to:

- (i) another lot;
- (ii) common property area; or
- (iii) another person's property

that has been caused by the carrying out of the Works.

32. Prevent Excessive Noise

The Owner must ensure that any equipment forming part of the Works does not create or generate any heat, noise or vibrations that are likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using a common property area. For example, an air conditioning condenser or a fridge compressor.

33. Flooring

The Owner must ensure that any floor coverings installed or exposed in a Lot during the Works are covered or otherwise treated to an extent sufficient to prevent the transmission from the floor coverings of noise likely to disturb the peaceful enjoyment of the owner or occupier of another lot (apart from floor coverings in a laundry, lavatory or bathroom).

34. Indemnity

The Owner must indemnify and keep indemnified the owners corporation against all actions, proceedings, claims, demands, costs, damages and expenses which may be incurred by or brought or made against the owners corporation:

- (i) arising out of the Works; or
- (ii) the altered state or use of any of the common property areas due to the Works; or
- (iii) any breach of this by-law by the Owner or occupier.

35. Insurance

The Owner must, if required by the owners corporation:

- (i) make, or permit the owners corporation to make on behalf of the Owner, any insurance claim concerning or arising from the Works; and
- (ii) use the proceeds of any insurance payment made as a result of an insurance claim towards completing the Works or repair **any damage to the building caused by the Works**.

36. Comply with the Law

The Owner must comply with all statutes, by-laws, regulations, rules and other laws for the time being in force and which are applicable to the Works and the requirements of the local council concerning the Works.

37. Breach of this By-law

Without prejudice to the other rights of the owners corporation, if the Owner shall fail or neglect to perform or observe any of the conditions, then following 14 days' notice of such breach to the Owner and the non-rectification or non-cessation of such breach within the said seven days of receiving the notice, the owners corporation may:

- (i) unless an emergency, in accordance with s 122 of the Act enter the Lot and have appropriately qualified and licensed contractors or tradespersons rectify the breach; and
- (ii) recover the cost of such rectification and expenses of the owners corporation as a debt due from the Owner (including lawyer's costs on a solicitor/client basis) in a court of competent jurisdiction.

NOTATIONS

- (1) This by-law and these notations have been prepared by Mr Raea Khan, strata and building defects lawyer on behalf of Owner.
- (2) The aim of this by-law is to obtain the consent of the owners corporation to allow the Owner to undertake the Works.
- (3) The object of this by-law is to validate for the Owner and later owners of lot 24 the:
- * construction of the Works; and
 - * give them special privilege to the common property area to which the Works are attached or affixed,
- (4) The Owner confirms that Local Council consent is not required however has inserted authority approval clause if required by law to address any concerns that owners corporation may have with consent.
- (5) In the event the owners corporation fails to pass this motion by special resolution, a next option available to the Owner (if mediation is unsuccessful) is to lodge an Application against the owners corporation with the NSW Civil and Administrative Tribunal to obtain orders, inter alia, declaring the owners corporation's refusal to pass the by-law unreasonable and so impose the by-law on the owners corporation.
- (6) Clause 15 of Schedule 2 of the *Real Property Regulations 2014* (NSW) states:
- "SCHEDULE 2 - Requirements for certain instruments**
- 15. Annexures, additional sheets or inserted sheets may be prepared by means of a photographic or similar process approved by the Registrar-General and, if so prepared:*
- (a) must comply with items 1-14, and*
 - (b) must contain only printing that is permanent and legible with a dense black image free from excessive background, and*
 - (c) must be so prepared that the process does not affect the quality of the paper, and*
 - (d) must not include photographs, except with the consent of the Registrar- General, and*
 - (e) must be authenticated by original signatures."*
- (7) Once this by-law is passed by the owners corporation, the proposed Change of By-law form to be registered at the Registrar-General's office shall omit all annexures due to:
- * the contents of clause 15(d);
 - * the bulk of the annexures; and

* the owners corporation will have on record (for at least seven years: s 180) all annexures considered at the general meeting when a vote was taken on this by-law. A search of the owners corporation's records may be conducted to obtain a copy if still retained by the owners corporation. The solicitors' records are destroyed after seven years. The Owner should permanently keep a full copy of this by-law motion, the annexures and the minutes of the meeting.

The Owners Corporation resolved to set the Bond amount in the sum of \$5,000.00.

Special by-law no. 13 – Works lot 53

DEFINITIONS

Lot means lot 53 in strata scheme 72040.

Works means the alterations and additions undertaken by the Owners to their Lot and so much of the common property as is necessary to fully renovate the Lot in accordance with the scope of works submitted by the Owners to the executive committee, a copy of which is attached to the minutes of the meeting at which this by-law was considered.

Any term used in this by-law that appears in the *Strata Schemes Management Act 1996 (Act)* has the same meaning as in the Act.

Singular includes the plural and vice versa.

A reference to one gender includes a reference to all other genders.

Headings are included for convenience only and do not affect the meaning of the clauses to which they relate.

RIGHTS

Subject to the Conditions, the Owners will have a special privilege to carry out and keep the Works in the Lot and exclusive use of the common property affected by the Works.

CONDITIONS

A. Prior to the Works being undertaken, the Owners must at their own cost:

(a) submit plans detailing the Works to the executive committee and obtain its written consent, such consent not to be unreasonably withheld;

(b) provide evidence of development approval from the local council and any other statutory authority whose consent may be required for the proposed Works;

(c) effect and maintain contractors all works insurance, insurance required under the Home Building Act 1989, workers compensation insurance and public liability insurance in an amount of no less than \$20,000,000 in the joint names of the Owners and the owners corporation (which policy must contain a cross liability and severability clause). Any insurance policy required to be effected by the Owners, may be effected by a contractor on behalf of the Owners. The executive committee may waive the requirement for public liability insurance cover to be in the joint names with the owners corporation if the Owners cannot, after using the Owners best endeavours, reasonably obtain such a policy.

B. When carrying out the Works in accordance with this by-law the Owners must comply with:

(a) the by-laws in force for this strata scheme; and

(b) all the conditions of the relevant consent authority/ies in relation to the Works; and

(c) the reasonable directions of and conditions imposed by the executive committee, including as to permissible hours of work, movement of building materials on the parcel and the disposal of building and other debris.

C. At the completion of the activities constituting the Works, the Owners must, within a reasonable time of being requested by the executive committee, produce written certification that the Works meet relevant Australian engineering and building and acoustic standards and any additional standards and conditions required by the executive committee for such works and that the structural integrity of the building has not been compromised by the Works.

D. The Owners must properly maintain and keep the Works in a state of good and serviceable repair (at their own cost) and replace the Works or any part of them at their own cost as the owners corporation may reasonably require from time to time.

E. The Owners must accept liability for any damage caused to the common property, their Lot and/or any other lot in the strata scheme as a result of the Works and associated actions and are responsible to make good that damage immediately after it has occurred.

F. The Owners must indemnify the owners corporation against any loss or damage the owners corporation suffer (including legal costs) as a result of the performance, maintenance, repair/replacement or removal of the Works and will pay those costs to the owners corporation on demand.

REMEDY

If the Owners fail to comply with any obligation of this by-law, the owners corporation may:

(a) if the Owners do not rectify the failure to comply with any obligation of this by-law within 20 business days after notice from the owners corporation requiring the failure to be rectified, enter any part of the parcel to carry out the necessary work to perform the obligation; and

(b) recover the costs of carrying out that obligation from the Owners as a debt, due and payable at the owners corporation's direction and which, if unpaid within 1 month of being due, will bear simple interest at the rate of 10 percent per annum until paid.

The Owners Corporation resolved to set the Bond amount in the sum of \$1,000.00.