

SydneyStrataReport

property strata inspections

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STRATA REPORT

Client	Oxford Agency
Address of property	Unit 17/3a Farrell Avenue, Darlinghurst, NSW.
Lot	17
Strata Plan	SP 457
Name of Strata Management Co.	G. K. Strata Management
Telephone Number of Strata Agent	9218 9999
Report Date	22 February 2023

General Information

Owner's Name	Mr & Mrs Gallaher
Unit Entitlement.	2,000
Total Unit Entitlement.	59,200

Levy Contributions

Administration Fund contribution.	\$1,143.97
Capital Works Fund contribution.	\$666.29
Are There any Special Levies?	No on records presented.
Admin. Fund Balance Approx.	\$42,259,77
Capital Works Fund Balance.	\$79,124.66

Insurances

Building Insurance	Yes
Sum Insured	\$7,089,105.00
Insurance Company	Axis Insurance
Due Date	30 June 2023
Fire Safety Report ?	Yes
Certificate Date.	2022
Pet Friendly?	Owners corporation permission needed.

Meetings

Annual General Meeting 15 October 2018	Administration Fund set at \$76,596.00 p.a. Capital Works Fund set at \$40,000.00 p.a.
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	<p>Building insurance continued, All other matters were meeting formalities and general maintenance including motions below amending bylaws as per the scan below, please read this meeting below. Meeting closed.</p>
<p>Annual General Meeting 29 October 2019</p>	<p>Administration Fund set at \$76,596.00 p.a. Capital Works Fund set at \$40,000.00 p.a. Building insurance continued, All other matters were meeting formalities and general maintenance as per the scan below, no major works tabled. Meeting closed.</p>
<p>Annual General Meeting 22 September 2020</p>	<p>Administration Fund set at \$60,660.00 p.a. Capital Works Fund set at \$55,936.00 p.a. Building insurance continued, Motion 16: Special levy of \$76,061.00 raised to replacement of the gas pipes, Motion 18: The total cost of this works is recorded as \$104,615.00 All other matters were meeting renovation approvals, formalities and general maintenance as per the scan below, no major works tabled. Meeting closed.</p>
<p>Annual General Meeting 2 December 2021</p>	<p>Administration Fund set at \$96,000.00 p.a. Capital Works Fund set at \$20,595.89 p.a. Building insurance continued, All other matters were renovation applications approved, meeting formalities and general maintenance as per the scan below, no major works tabled. Meeting closed.</p>
<p>Extraordinary General Meeting 29 August 2022</p> <p>Annual General Meeting 20 December 2022</p>	<p>Lot 4 renovations approved, Meeting closed.</p> <p>Administration Fund set at \$90,000.00 p.a. Capital Works Fund set at \$40,000.00 p.a. Building insurance continued, Painting of the building was approved, All other matters were meeting formalities and general maintenance as per the scan below, Meeting closed.</p>

Other comments.

This report is to be taken in context and in conjunction with the scans below.

A report into water ingress was found on records presented and it attached at the bottom of this report.

Strata Plan No. 457

ABN 71 922 382 935

STATEMENT

Transfer Date:
22/06/15












Mr & Mrs G Gallagher
Oxford Agency
PO Box 363
DARLINGHURST NSW 1300

Statement Period			
01 Oct 21 to 22 Feb 23			
A/c No	17	Lot No	17
Page Number	1 of 2	Unit No	17

Last Certificate Issued: 03/06/15

Date	Type	Details	Reference	Debit	Credit	Balance
		Brought forward				0.00
31/10/21	Admin Fund	01/12/21 To 28/02/22	I0001972	788.99		788.99
31/10/21	Capital Works Fund	01/12/21 To 28/02/22	I0001995	727.55		1,516.54
24/11/21	Receipt	Admin Fund	R0001296		788.99	727.55
24/11/21	Receipt	Capital Works Fund	RA001296		727.55	0.00
03/02/22	Admin Fund	01/03/22 To 31/05/22	I0002018	1,250.52		1,250.52
03/02/22	Capital Works Fund	01/03/22 To 31/05/22	I0002041	82.20		1,332.72
21/02/22	Receipt	Admin Fund	R0001321		1,250.52	82.20
21/02/22	Receipt	Capital Works Fund	RA001321		82.20	0.00
28/04/22	Admin Fund	01/06/22 To 31/08/22	I0002064	1,250.52		1,250.52
28/04/22	Capital Works Fund	01/06/22 To 31/08/22	I0002087	82.20		1,332.72
23/05/22	Receipt	Admin Fund	R0001348		1,250.52	82.20
23/05/22	Receipt	Capital Works Fund	RA001348		82.20	0.00
28/07/22	Admin Fund	01/09/22 To 30/11/22	I0002110	1,250.52		1,250.52
28/07/22	Capital Works Fund	01/09/22 To 30/11/22	I0002133	82.20		1,332.72
19/08/22	Receipt	Admin Fund	R0001376		1,250.52	82.20
19/08/22	Receipt	Capital Works Fund	RA001376		82.20	0.00
26/10/22	Admin Fund	01/12/22 To 28/02/23	I0002156	1,250.52		1,250.52
More details on next page...				\$6,765.22	\$5,514.70	\$1,250.52
Over 90 Days	90 Days	60 Days	30 Days	Current	BALANCE DUE: \$1,810.26	
0.00	0.00	0.00	0.00	1,810.26	Date Paid	Amount Paid

Payment Options

	Tel: 1300 552 311 Ref: 1398 0981 7	Telephone: Call this number to pay by credit card. International: +613 8648 0158 (charges apply).	
	www.stratamax.com.au Ref: 1398 0981 7	Internet: Make credit card payments online (charges apply). Visit www.stratamax.com.au	
	www.stratapay.com/ddr Tel: 1300 552 311 Ref: 1398 0981 7	Direct Debit: Make auto payments from your credit card* or bank account. Visit stratapay.com/ddr to register *Credit card charges apply.	
	Billcode: 74625 Ref: 1398 0981 7	BPay: Contact your participating financial institution to make a payment from your cheque or savings account using BPay.	
	Billpay Code: 9216 Ref No: 1398 0981 760	In Person: Present this bill at any Post Office to make cash, cheque or EFTPOS payments.	
	Make cheque payable to: StrataPay 1398 0981 7	Mail: Send cheque with this slip by mail to: StrataPay, Locked Bag 9 GCMC, Bundall Qld 9726 Australia	
	BSB: 067-970 Account No: 1398 0981 7 (Applies to this bill only)	Internet Banking - EFT: Use this BSB and Account Number to pay directly from your bank account in Australian Dollars (AUD). Account Name: StrataPay Bank: CBA, Sydney, Australia.	



StrataPay Reference

1398 0981 7

Amount

Due Date

\$1,810.26

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GK STRATA MANAGEMENT
457/02100017 Lot 17/17

Mr & Mrs G Gallagher
Oxford Agency
PO Box 363
DARLINGHURST NSW 1300



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Strata Plan No. 457

STATEMENT

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Mr & Mrs G Gallagher
Oxford Agency
PO Box 363
DARLINGHURST NSW 1300

Statement Period			
01 Oct 21 to 22 Feb 23			
A/c No	17	Lot No	17
Page Number	2 of 2		

Date	Type	Details	Reference	Debit	Credit	Balance
		Brought forward		6,765.22	5,514.70	1,250.52
26/10/22	Capital Works Fund	01/12/22 To 28/02/23	I0002179	82.20		1,332.72
21/11/22	Receipt	Admin Fund	R0001399		1,250.52	82.20
21/11/22	Receipt	Capital Works Fund	RA001399		82.20	0.00
23/01/23	Admin Fund	01/03/23 To 31/05/23	I0002202	1,143.97		1,143.97
23/01/23	Capital Works Fund	01/03/23 To 31/05/23	I0002225	666.29		1,810.26
				\$8,657.68	\$6,847.42	\$1,810.26

Strata Plan No. 457

Martin Hall 3a Farrell Avenue Darlinghurst NSW 2010

BALANCE SHEET

AS AT 22 FEBRUARY 2023

	ACTUAL 22/02/2023	ACTUAL 30/09/2022
<u>OWNERS FUNDS</u>		
Admin Fund	42,259.77	51,421.81
Capital Works Fund	79,124.66	87,821.51
<u>TOTAL</u>	<u>\$ 121,384.43</u>	<u>\$ 139,243.32</u>
<u>THESE FUNDS ARE REPRESENTED BY</u>		
<u>CURRENT ASSETS</u>		
Cash At Bank	132,951.23	141,125.56
Levies In Arrears	183.31	1,526.47
Other Arrears	280.14	451.17
Interest On Arrears	13.21	12.54
Secondary Debtors	2,846.16	2,846.94
<u>TOTAL ASSETS</u>	136,274.05	145,962.68
<u>LIABILITIES</u>		
Gst Clearing Account	(736.35)	801.94
Payg Clearing Account	48.44	48.44
Creditor Control	0.00	607.88
Levies In Advance	15,577.53	5,261.10
<u>TOTAL LIABILITIES</u>	14,889.62	6,719.36
<u>NET ASSETS</u>	<u>\$ 121,384.43</u>	<u>\$ 139,243.32</u>

Strata Plan No. 457

Martin Hall 3a Farrell Avenue Darlinghurst NSW 2010

STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 01 OCTOBER 2022 TO 22 FEBRUARY 2023

	ACTUAL	BUDGET	ACTUAL
	01/10/22-22/02/23	01/10/22-30/09/23	01/10/21-30/09/22
ADMINISTRATIVE FUND			
INCOME			
Admin Levy Income	24,035.88	90,000.00	87,272.71
By Laws	(675.18)	0.00	0.00
Interest On Overdue Levies	51.11	0.00	836.55
Key Deposits	343.65	0.00	320.00
TOTAL INCOME	23,755.46	90,000.00	88,429.26
EXPENDITURE - ADMIN. FUND			
Accountancy Fees	674.78	1,200.00	1,101.12
Debt Recovery Fees	0.01	0.00	150.01
Debt Collection Fees	0.00	0.00	(150.00)
Insurance Premiums	0.00	15,500.00	12,783.62
Ins Premium Stamp Duty	0.00	1,550.00	1,207.17
Keys	23.64	0.00	0.00
Legal Fees - Solicitor	0.00	0.00	2,562.00
Storage Fees - Archive	32.75	80.00	78.80
Management Fees	2,322.09	5,700.00	5,426.33
Management Fees - Schedule B	798.00	2,000.00	1,582.37
Management Disbursements	1,741.48	3,800.00	3,656.41
R & M - Building Report	2,400.00	0.00	0.00
R & M - Carpet	270.00	0.00	0.00
R & M - Cleaning	2,389.53	7,500.00	7,233.66
R & M - Cleaning-Press Clean	480.00	0.00	0.00
R & M - Consultants - Engineer	1,500.00	0.00	0.00
R & M - Doors & Windows	0.00	3,000.00	3,221.82
R & M - Electrical	0.00	400.00	202.00
R & M - Fire Line Monitor Fees	876.96	2,000.00	2,937.16
R & M - Fire Protection	4,413.70	5,000.00	4,255.08
R & M - Fire Protectn-Contract	1,039.50	2,500.00	2,079.00
R & M - Gates	450.00	500.00	0.00
R & M - General Repairs	1,160.00	1,000.00	0.00
R & M - Gutters & Downpipes	0.00	1,800.00	0.00
R & M - Hot Water Systems	400.00	800.00	292.82
R & M - Intercom	0.00	1,200.00	440.00
R & M - Lawns & Gardens	2,115.00	6,500.00	4,300.00
R & M - Letter Boxes	0.00	200.00	160.00

Strata Plan No. 457

Martin Hall 3a Farrell Avenue Darlinghurst NSW 2010

STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 01 OCTOBER 2022 TO 22 FEBRUARY 2023

	ACTUAL	BUDGET	ACTUAL
	01/10/22-22/02/23	01/10/22-30/09/23	01/10/21-30/09/22
R & M - Locks Keys & Card Keys	258.00	450.00	0.00
R & M - Pest/Vermin Control	750.00	4,500.00	4,568.00
R & M - Plumbing & Drainage	0.00	4,000.00	2,663.00
R & M - Pumps	0.00	500.00	0.00
R & M - Roof	0.00	0.00	300.00
Section 184 Certificates	0.00	0.00	109.00
Telephone Charges	250.00	620.00	600.00
Trades Monitor	96.36	100.00	96.36
Utility - Electricity	0.00	2,000.00	0.00
Utility - Gas	5,965.70	12,000.00	7,151.53
Utility - Water & Sewerage	2,510.00	5,000.00	5,556.94
TOTAL EXPENDITURE	32,917.50	91,400.00	74,564.20
SURPLUS (DEFICIT)	\$ (9,162.04)	\$ (1,400.00)	\$ 13,865.06
Opening Balance	51,421.81	51,421.81	37,556.75
ADMINISTRATIVE FUND BALANCE	\$ 42,259.77	\$ 50,021.81	\$ 51,421.81

Strata Plan No. 457

Martin Hall 3a Farrell Avenue Darlinghurst NSW 2010

STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 01 OCTOBER 2022 TO 22 FEBRUARY 2023

	ACTUAL	BUDGET	ACTUAL
	01/10/22-22/02/23	01/10/22-30/09/23	01/10/21-30/09/22
<u>CAPITAL WORKS FUND</u>			
<u>INCOME</u>			
Capital Works Levy Income	1,579.90	40,000.00	18,723.65
<u>TOTAL INCOME</u>	1,579.90	40,000.00	18,723.65
<u>EXPENDITURE - CAPITAL WORKS</u>			
Consultants - Building	0.00	10,000.00	0.00
Doors & Windows	0.00	30,000.00	5,908.00
Electrical	2,621.75	0.00	0.00
Hot Water System	0.00	0.00	24,800.00
Intercoms	0.00	0.00	824.00
Roof	7,655.00	0.00	0.00
<u>TOTAL EXPENDITURE</u>	10,276.75	40,000.00	31,532.00
<u>SURPLUS (DEFICIT)</u>	\$ (8,696.85)	\$ 0.00	\$ (12,808.35)
Opening Balance	87,821.51	87,821.51	100,629.86
<u>CAPITAL WORKS FUND BALANCE</u>	\$ 79,124.66	\$ 87,821.51	\$ 87,821.51

Strata Plan No. 457

Martin Hall

3a Farrell Avenue

Darlinghurst NSW 2010

LOT BALANCE REPORT

22 February 2023

<u>Lot No</u>	<u>Unit No</u>	<u>Admin Fund</u>	<u>Capital Works Fund</u>	<u>Other</u>	<u>Total</u>
1	1	-1,021.40	-594.91	0.00	-1,616.31
3	3	-1,143.97	-666.29	0.00	-1,810.26
4	4	-3,060.19	-594.91	0.00	-3,655.10
5	5	0.00	0.78	29.11	29.89
6	6	-1,143.97	-666.29	0.00	-1,810.26
7	7	-23.24	0.00	19.00	-4.24
8	8	-1,021.40	-594.91	0.00	-1,616.31
11	11	0.00	0.00	8.71	8.71
13	12A	-1,143.97	-666.29	0.00	-1,810.26
14	14	-1,021.40	-594.91	0.00	-1,616.31
15	15	-1,021.40	-594.91	0.00	-1,616.31
22	22	109.14	73.39	236.53	419.06
23	23	-3.17	0.00	0.00	-3.17
Total		(\$10,494.97)	(\$4,899.25)	\$293.35	(\$15,100.87)

Strata Plan No. 457

Martin Hall
3a Farrell Avenue
Darlinghurst NSW 2010

ACCOUNTS SUMMARY

1 October 2022 to 22 February 2023

<u>Date</u>	<u>Details</u>	<u>Payee</u>	<u>Amount</u>
1211	Admin Fund	ACCOUNTANCY FEES	
19/10/22	BAS/IAS Return	G K Strata Management Pty Ltd	234.00
19/10/22	GST		-21.27
19/10/22	Tax Return	G K Strata Management Pty Ltd	274.25
19/10/22	GST		-24.93
19/01/23	BAS/IAS Return	G K Strata Management Pty Ltd	234.00
19/01/23	GST		-21.27
	Total:		674.78
125	Admin Fund	DEBT RECOVERY FEES	
14/10/22	Arrears Notice Fee	Li P L S	-19.00
14/10/22	GST		1.73
19/10/22	Arrears Recovery	G K Strata Management Pty Ltd	19.00
19/10/22	GST		-1.73
13/01/23	Arrears Notice Fee	Cheong C Y	-19.00
13/01/23	GST		1.73
13/01/23	Arrears Notice Fee	Wragg C M P	-19.00
13/01/23	GST		1.73
13/01/23	Arrears Notice Fee	Walker C	-19.00
13/01/23	GST		1.73
13/01/23	Arrears Notice Fee	Smith K	-19.00
13/01/23	GST		1.73
19/01/23	Arrears Recovery	G K Strata Management Pty Ltd	76.00
19/01/23	GST		-6.91
	Total:		0.01
13001	Admin Fund	KEYS	
19/12/22	Keys Issued	G K Strata Management Pty Ltd	26.00
19/12/22	GST		-2.36
	Total:		23.64
134	Admin Fund	STORAGE FEES - ARCHIVE	
19/10/22	Archive Fee	G K Strata Management Pty Ltd	7.20
19/10/22	GST		-0.65
21/11/22	Archive Fee	G K Strata Management Pty Ltd	7.20
21/11/22	GST		-0.65
19/12/22	Archive Fee	G K Strata Management Pty Ltd	7.20
19/12/22	GST		-0.65
19/01/23	Archive Fee	G K Strata Management Pty Ltd	7.20
19/01/23	GST		-0.65
20/02/23	Archive Fee	G K Strata Management Pty Ltd	7.20
20/02/23	GST		-0.65
	Total:		32.75

Strata Plan No. 457

Martin Hall
3a Farrell Avenue
Darlinghurst NSW 2010

ACCOUNTS SUMMARY

1 October 2022 to 22 February 2023

<u>Date</u>	<u>Details</u>	<u>Payee</u>	<u>Amount</u>
1350	Admin Fund	MANAGEMENT FEES	
19/10/22	Standard Management	G K Strata Management Pty Ltd	505.80
19/10/22	GST		-45.98
21/11/22	Standard Management	G K Strata Management Pty Ltd	505.80
21/11/22	GST		-45.98
19/12/22	Standard Management	G K Strata Management Pty Ltd	505.80
19/12/22	GST		-45.98
19/01/23	Standard Management	G K Strata Management Pty Ltd	505.80
19/01/23	GST		-45.98
20/02/23	Standard Management	G K Strata Management Pty Ltd	531.09
20/02/23	GST		-48.28
	Total:		2,322.09
1351	Admin Fund	MANAGEMENT FEES - SCHEDULE B	
19/10/22	Mgt Fees Additional	G K Strata Management Pty Ltd	83.60
19/10/22	GST		-7.60
14/11/22	Mgt Fees Additional	G K Strata Management Pty Ltd	62.70
14/11/22	GST		-5.70
19/12/22	Mgt Fees Additional	G K Strata Management Pty Ltd	647.90
19/12/22	GST		-58.90
20/02/23	Mgt Fees Additional	G K Strata Management Pty Ltd	83.60
20/02/23	GST		-7.60
	Total:		798.00
1352	Admin Fund	MANAGEMENT DISBURSEMENTS	
19/10/22	Work Orders	G K Strata Management Pty Ltd	156.00
19/10/22	GST		-14.18
19/10/22	Printing	G K Strata Management Pty Ltd	73.70
19/10/22	GST		-6.70
19/10/22	Common Seal	G K Strata Management Pty Ltd	38.00
19/10/22	GST		-3.45
19/10/22	Postage - Standard	G K Strata Management Pty Ltd	82.50
19/10/22	GST		-7.50
19/10/22	Emails	G K Strata Management Pty Ltd	13.30
19/10/22	GST		-1.21
19/10/22	Quotes	G K Strata Management Pty Ltd	26.00
19/10/22	GST		-2.36
14/11/22	Work Orders	G K Strata Management Pty Ltd	52.00
14/11/22	GST		-4.73
14/11/22	Printing	G K Strata Management Pty Ltd	6.03
14/11/22	GST		-0.55
14/11/22	Postage - Standard	G K Strata Management Pty Ltd	13.50
14/11/22	GST		-1.23
14/11/22	Emails	G K Strata Management Pty Ltd	21.02
14/11/22	GST		-1.91

Strata Plan No. 457

Martin Hall
3a Farrell Avenue
Darlinghurst NSW 2010

ACCOUNTS SUMMARY

1 October 2022 to 22 February 2023

<u>Date</u>	<u>Details</u>	<u>Payee</u>	<u>Amount</u>
1352	Admin Fund	MANAGEMENT DISBURSEMENTS	
14/11/22	Quotes	G K Strata Management Pty Ltd	104.00
14/11/22	GST		-9.45
19/12/22	Post - Rate 3	G K Strata Management Pty Ltd	40.14
19/12/22	GST		-3.65
19/12/22	Work Orders	G K Strata Management Pty Ltd	78.00
19/12/22	GST		-7.09
19/12/22	Printing	G K Strata Management Pty Ltd	373.86
19/12/22	GST		-33.99
19/12/22	Large Envelopes	G K Strata Management Pty Ltd	4.40
19/12/22	GST		-0.40
19/12/22	Common Seal	G K Strata Management Pty Ltd	38.00
19/12/22	GST		-3.45
19/12/22	Emails	G K Strata Management Pty Ltd	34.00
19/12/22	GST		-3.09
19/12/22	Electronic Seal	G K Strata Management Pty Ltd	330.00
19/12/22	GST		-30.00
19/01/23	Printing	G K Strata Management Pty Ltd	75.71
19/01/23	GST		-6.88
19/01/23	Postage - Standard	G K Strata Management Pty Ltd	15.00
19/01/23	GST		-1.36
19/01/23	Emails	G K Strata Management Pty Ltd	13.54
19/01/23	GST		-1.23
19/01/23	Computer & Telephone	G K Strata Management Pty Ltd	154.10
19/01/23	GST		-14.01
20/02/23	Work Orders	G K Strata Management Pty Ltd	78.00
20/02/23	GST		-7.09
20/02/23	Printing	G K Strata Management Pty Ltd	6.03
20/02/23	GST		-0.55
20/02/23	Emails	G K Strata Management Pty Ltd	20.86
20/02/23	GST		-1.90
20/02/23	Post - Rate 6	G K Strata Management Pty Ltd	15.93
20/02/23	GST		-1.45
20/02/23	Quotes	G K Strata Management Pty Ltd	52.00
20/02/23	GST		-4.73
	Total:		1,741.48
14004	Admin Fund	R & M - BUILDING REPORT	
31/10/22	InvestigWaterIngress	Robertsons Painting	2,640.00
31/10/22	GST		-240.00
	Total:		2,400.00
14006	Admin Fund	R & M - CARPET	
10/11/22	Re-Lay Stair	Capitol Flooring & Interiors	297.00
10/11/22	GST		-27.00
	Total:		270.00

Strata Plan No. 457

Martin Hall
3a Farrell Avenue
Darlinghurst NSW 2010

ACCOUNTS SUMMARY

1 October 2022 to 22 February 2023

<u>Date</u>	<u>Details</u>	<u>Payee</u>	<u>Amount</u>
14009	Admin Fund	R & M - CLEANING	
31/10/22	Clean Bins Oct22	Timeless Commercial Clean	607.88
31/10/22	GST		-55.26
05/12/22	Clean Bins Nov22	Timeless Commercial Clean	775.08
05/12/22	GST		-70.46
09/01/23	Clean Dec22	Timeless Commercial Clean	607.88
09/01/23	GST		-55.26
31/01/23	Clean Bins Jan23	Timeless Commercial Clean	637.64
31/01/23	GST		-57.97
	Total:		2,389.53
14011	Admin Fund	R & M - CLEANING-PRESS CLEAN	
12/10/22	Pressure Clean	Timeless Commercial Clean	528.00
12/10/22	GST		-48.00
	Total:		480.00
14018	Admin Fund	R & M - CONSULTANTS - ENGINEER	
19/12/22	Site Inspection	M J Engineering Projects P/L	990.00
19/12/22	GST		-90.00
15/02/23	Site Report	M J Engineering Projects P/L	660.00
15/02/23	GST		-60.00
	Total:		1,500.00
14026	Admin Fund	R & M - FIRE LINE MONITOR FEES	
31/10/22	Alarm18/10/22-17/1/2	Adt Fire Monitoring	482.33
31/10/22	GST		-43.85
25/01/23	Fire 18/01-17/04/23	Adt Fire Monitoring	482.33
25/01/23	GST		-43.85
	Total:		876.96
14027	Admin Fund	R & M - FIRE PROTECTION	
23/11/22	Re-Visit	Eversure Fire Protection	1,071.40
23/11/22	GST		-97.40
07/12/22	AFSS Repairs	Eversure Fire Protection	2,818.48
07/12/22	GST		-256.23
19/12/22	AFSS	G K Strata Management Pty Ltd	424.00
19/12/22	GST		-38.55
06/01/23	AFSS Admin Fee	City Of Sydney	82.00
01/02/23	Investigate Sprinkle	Eversure Fire Protection	451.00
01/02/23	GST		-41.00
	Total:		4,413.70
14028	Admin Fund	R & M - FIRE PROTECTN-CONTRCT	
10/11/22	Fire Oct22-Jan23	Eversure Fire Protection	571.73
10/11/22	GST		-51.98

Strata Plan No. 457

Martin Hall
3a Farrell Avenue
Darlinghurst NSW 2010

ACCOUNTS SUMMARY

1 October 2022 to 22 February 2023

<u>Date</u>	<u>Details</u>	<u>Payee</u>	<u>Amount</u>
14028	Admin Fund	R & M - FIRE PROTECTN-CONTRCT	
30/01/23	Fire Jan-Apr23	Eversure Fire Protection	571.73
30/01/23	GST		-51.98
	Total:		1,039.50
14034	Admin Fund	R & M - GATES	
01/12/22	Adjust Gate Hinge	Day Today Pty Ltd	495.00
01/12/22	GST		-45.00
	Total:		450.00
14035	Admin Fund	R & M - GENERAL REPAIRS	
14/11/22	Repair Loose Stair	Eco Maintenance	341.00
14/11/22	GST		-31.00
15/12/22	Remove Chimney	Day Today Pty Ltd	935.00
15/12/22	GST		-85.00
	Total:		1,160.00
14041	Admin Fund	R & M - HOT WATER SYSTEMS	
25/11/22	Boiler Maintenance	M B Appliance Service Pty Ltd	440.00
25/11/22	GST		-40.00
	Total:		400.00
14044	Admin Fund	R & M - LAWNS & GARDENS	
24/11/22	Grdn Sep22	Garden Me	235.00
24/11/22	Grdn Oct22	Garden Me	470.00
02/12/22	Grdn Nov22	Garden Me	470.00
09/12/22	Grdn Dec22	Garden Me	470.00
06/02/23	Grdn Jan23	Garden Me	470.00
	Total:		2,115.00
14049	Admin Fund	R & M - LOCKS KEYS & CARD KEYS	
28/11/22	Supply Keys	Ess Alarm Installations	283.80
28/11/22	GST		-25.80
	Total:		258.00
14053	Admin Fund	R & M - PEST/VERMIN CONTROL	
10/11/22	Replen Bait Stations	Kevin Joyce Pest Services	412.50
10/11/22	GST		-37.50
17/12/22	Replen Bait Stations	Kevin Joyce Pest Services	412.50
17/12/22	GST		-37.50
	Total:		750.00
1820	Admin Fund	TELEPHONE CHARGES	
03/10/22	TELSTRA 8652858700		55.00
03/10/22	GST		-5.00

Strata Plan No. 457

Martin Hall
3a Farrell Avenue
Darlinghurst NSW 2010

ACCOUNTS SUMMARY

1 October 2022 to 22 February 2023

<u>Date</u>	<u>Details</u>	<u>Payee</u>	<u>Amount</u>
1820	Admin Fund	TELEPHONE CHARGES	
02/11/22	TELSTRA 8652858700		55.00
02/11/22	GST		-5.00
05/12/22	TELSTRA 8652858700		55.00
05/12/22	GST		-5.00
03/01/23	TELSTRA 8652858700		55.00
03/01/23	GST		-5.00
02/02/23	TELSTRA 8652858700		55.00
02/02/23	GST		-5.00
	Total:		250.00
184	Admin Fund	TRADES MONITOR	
19/10/22	Trades Monitor	G K Strata Management Pty Ltd	106.00
19/10/22	GST		-9.64
	Total:		96.36
1851	Admin Fund	UTILITY - GAS	
31/10/22	Gas 24/10/22	Agl Retail Energy P/L	3,652.94
31/10/22	GST		-332.09
10/01/23	Gas 17/09-19/12/22	Agl Retail Energy P/L	2,909.34
10/01/23	GST		-264.49
	Total:		5,965.70
1852	Admin Fund	UTILITY - WATER & SEWERAGE	
08/11/22	SYDNEY WATER 1170001		1,222.50
06/02/23	SYDNEY WATER 1160000		1,287.50
	Total:		2,510.00
195	Admin Fund	OPENING BALANCE	
20/10/21	Last Year Entry		-417.60
20/10/21	Last Year Entry		417.60
04/11/21	Last Year Entry		-302.00
04/11/21	Last Year Entry		302.00
08/12/21	Last Year Entry		580.00
25/02/22	Last Year Entry		-569.95
25/02/22	Last Year Entry		569.95
11/03/22	Last Year Entry		-1,225.00
11/03/22	Last Year Entry		1,225.00
16/03/22	Last Year Entry		-1,165.00
16/03/22	Last Year Entry		1,165.00
01/04/22	Last Year Entry		-800.00
05/08/22	Last Year Entry		-420.00
05/08/22	Last Year Entry		420.00
07/09/22	Last Year Entry		-190.00
07/09/22	Last Year Entry		190.00

Strata Plan No. 457

Martin Hall
3a Farrell Avenue
Darlinghurst NSW 2010

ACCOUNTS SUMMARY

1 October 2022 to 22 February 2023

<u>Date</u>	<u>Details</u>	<u>Payee</u>	<u>Amount</u>
195	Admin Fund	OPENING BALANCE	
01/10/22	Brought Forward		-51,201.81
	Total:		-51,421.81
201	Capital Works Fund	CAPITAL WORKS LEVY INCOME	
01/12/22	01/12/22 to 28/02/23		-1,737.89
01/12/22	GST		157.99
	Total:		-1,579.90
234	Capital Works Fund	ELECTRICAL	
19/10/22	Surface Mounted Duct	Easyfix Electrics Pty Ltd	2,883.93
19/10/22	GST		-262.18
	Total:		2,621.75
264	Capital Works Fund	ROOF	
31/10/22	Roof Replacement	Anz Roofing Pty Ltd	8,420.50
31/10/22	GST		-765.50
	Total:		7,655.00

Strata Plan No. 457

Martin Hall

3a Farrell Avenue

Darlinghurst NSW 2010

CREDITORS BALANCE REPORT

22 February 2023

Account No

Name

Amount

No Records To Report

Certificate of Currency Residential Strata Insurance Plan

Policy No	HS0006083057
Policy Wording	FLEX INSURANCE RESIDENTIAL STRATA INSURANCE PLAN
Period of Insurance	01/10/2022 to 01/04/2023 at 4:00pm
The Insured	THE OWNERS - STRATA PLAN 96428
Situation	1271 BOTANY ROAD MASCOT NSW 2020

Cover Selected		Sum Insured
Section 1	Insured Property	
	Building	\$20,540,000
	Common Area Contents	\$205,400
	Loss of Rent & Temporary Accommodation (total payable)	\$3,081,000
	Optional Benefit Lot/Unit Wall Coverings	Selected
Section 2	Liability to Others	\$30,000,000
Section 3	Voluntary Workers	
	Death	\$200,000
	Total Disablement	\$2,000 per week
Section 4	Workers Compensation	Not Available
Section 5	Fidelity Guarantee	\$250,000
Section 6	Office Bearers' Legal Liability	\$1,000,000
Section 7	Machinery Breakdown	\$100,000
Section 8	Catastrophe Insurance	
	Sum Insured	\$3,081,000
	Extended Cover - Loss of Rent & Temporary Accommodation	\$462,150
	Escalation in Cost of Temporary Accommodation	\$154,050
	Cost of Removal, Storage and Evacuation	\$154,050
Section 9	Government Audit Costs and Legal Expenses	
	Government Audit Costs	\$25,000
	Appeal Expenses – common property health & safety breaches	\$100,000
	Legal Defence Expenses	\$50,000
Section 10	Lot Owners' Fixtures and Improvements (per lot)	\$250,000

Flood Cover is excluded.

Flood Exclusion

Despite anything contained elsewhere in Your Policy We will not pay for loss or damage caused by or arising directly or indirectly from Flood.

Flood means the covering of normally dry land by water that has escaped or been released from the normal confines of any of the following:

- a. a lake (whether or not it has been altered or modified);
- b. a river (whether or not it has been altered or modified);
- c. a creek (whether or not it has been altered or modified);
- d. another natural watercourse (whether or not it has been altered or modified);
- e. a reservoir;
- f. a canal;
- g. a dam.

ACP Endorsement

FLEX advises that, in line with our underwriting guidelines and your disclosed information and / or your request, the above policy has been amended. This endorsement should be read in conjunction with, and as forming part of, your existing Policy Wording.

All Damage arising directly or indirectly by fire resulting in any claim to the internal or external cladding materials, generally known as 'Aluminium Composite Panels' (ACP), affixed to buildings as defined under 'Section 1 - Insured Property a. Buildings' is subject to the Fire Excess shown in the Schedule any one Event.

All Damage arising directly or indirectly by fire resulting in any claim not involving the internal or external cladding materials affixed to buildings specified in this clause, will be otherwise subject to the Standard Excess shown in the Schedule any one Event.

The Table of Benefits Section 3 Voluntary Workers is replaced by

insured event	Benefit
1 Death	\$200,000
2 Total and irrecoverable loss of all sight in both eyes	\$200,000
3 Total and permanent loss of the use of both hands or of use of both feet or the use of one hand and one foot	\$200,000
4 Total and permanent loss of the use of one hand or of the use of one foot	\$100,000
5 Total and irrecoverable loss of all sight in one eye	\$100,000
6 a Total Disablement from engaging in or attending to usual profession, business or occupation - in respect of each week of Total Disablement:	
i a weekly benefit of or if higher	\$1,000
ii the amount of Your average weekly wage, salary or other remuneration earned from Your personal exertion - up to a maximum per week of	\$2,000
b Partial Disablement from engaging in or attending to usual profession, business or occupation - in respect of each week of Partial Disablement:	
i a weekly benefit of or if higher	\$500

insured event	Benefit
ii the amount by which Your average weekly wage, salary or other remuneration earned from Your personal exertion is reduced - up to a maximum per week of	\$1,000
7 The reasonable and necessary cost of hiring or employing domestic assistance following certification by a qualified medical practitioner that a Voluntary Worker is totally disabled from performing his/her usual profession, business, occupation or usual household activities - in respect of each week of disablement a weekly benefit not exceeding	\$500
8 The reasonable cost of travel expenses necessarily incurred at the time of, or subsequent to, the sustaining of bodily injury and not otherwise recoverable from any other source – a benefit not exceeding	\$2,000

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

Flex+ Optional Benefits

Increased exploratory costs, replacement of defective parts	Selected
Extended Temporary Accommodation and Loss of Rent	Selected
Fusion	Selected
Floating floors	Selected
Fallen Trees	Selected
Landscaping	Selected
Fire extinguishing	Selected
Personal Property of Others	Selected
Removal, storage costs	Selected
Temporary Accommodation/Rent/contributions/storage	Selected
Emergency accommodation	Selected
Arson reward	Selected
Electricity, gas, water and similar charges - excess costs	Selected
Keys, lock replacement	Selected
Car park liability	Selected
Hiring out of sporting and recreational facilities	Selected
Wheelchairs, garden equipment, other vehicles	Selected
Court appearance	Selected

Date Printed

04/10/2022

This certificate confirms this policy is in force for the Period of Insurance shown, subject to the policy terms, conditions and exclusions. It is a summary of cover only (for full details refer to the current policy wording and schedule). It does not alter, amend or extend the policy. This information is current only at the date of printing.

**MINUTES OF THE ANNUAL GENERAL MEETING
 STRATA PLAN 457 'MARTIN HALL'
 3A FARRELL AVENUE DARLINGHURST NSW 2010**

DATE, PLACE & TIME OF MEETING: The Annual General Meeting of The Owners - Strata Plan No. **457** was held on **Monday, 15th October 2018** at **The Foyer of 3A Farrell Avenue, Darlinghurst NSW 2010**. The meeting commenced at **6:30PM**.

PRESENT: C Cestaro (Lot 1), P A C Londono (Lot 2), C Y M Cheong (Lot 5), E A Webber (Lot 13), B P Estrich (Lot 18), M Zantiotis (Lot 20)

PRESENT BY PROXY: J Miller (Lot 9) proxy to M Zantiotis, E M Wells (Lot 19) proxy to B P Estrich, B I Fitzgibbon & B K Murphy (Lot 21) proxy to E A Webber

IN ATTENDANCE: D Wieland – Lot 5
 Rebecca Holz, Nathan Dutch – GK Strata Management Pty Ltd

CHAIRPERSON/
 SECRETARY: Rebecca Holz – GK Strata Management Pty Ltd (Under Delegation)

UNUSED PROXIES (DUE TO
 QUOTA RESTRICTIONS): V L Childs (Lot 11) proxy to B P Estrich

1. MINUTES:

1.1 That the minutes of the last general meeting of the Owners Corporation, held on **12/10/2017**, be confirmed as a true record of the proceedings of that meeting.

CARRIED

2. ANNUAL FIRE SAFETY STATEMENT:

2.1 That the Owners Corporation consider the annual fire safety statement and determine any action required.

CARRIED

2.2 That the Owners Corporation delegates to the managing agent or strata committee the responsibility for obtaining and signing the next annual fire statement (completed by fire service contractors) and forward to the relevant authorities.

CARRIED

3. INSURANCES:

3.1 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	DUE DATE
Axis Underwriting	Building	P-006732	\$5,832,225.00	30/06/2019
Axis Underwriting	Public Liability	P-006732	\$30,000,000.00	30/06/2019
Axis Underwriting	Office Bearers	P-006732	\$1,000,000.00	30/06/2019

Axis Underwriting	Common Area Contents	P-006732	\$58,322.00	30/06/2019
Axis Underwriting	Loss Of Rent	P-006732	\$878,834.00	30/06/2019
Axis Underwriting	Catastrophe	P-006732	\$1,749,668.00	30/06/2019
Axis Underwriting	Fidelity Guarantee	P-006732	\$100,000.00	30/06/2019
Axis Underwriting	Personal Accident	P-006732	\$200,000.00	30/06/2019

Date on which the premiums were last paid: 20/06/2018

CARRIED

3.2 That the insurances of the Owners Corporation be varied at the insurer's suggested values subject to 3 quotations being sourced prior to next renewal for the Strata Committee's review and instruction.

AMENDED & CARRIED

3.3 That the insurances of the Owners Corporation be extended to include additional optional insurances.

DEFERRED

3.4 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.

CARRIED

Note:

Motion 3.3 is deferred to the Strata Committee pending list of additional option insurances with costs for the same.

4. COMMISSIONS AND TRAINING SERVICES:

4.1 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.

CARRIED

5. VALUATION:

5.1 That the property of the Strata Scheme be re-valued for insurance purposes.

LOST

6. REAPPOINTMENT OF MANAGING AGENT:

6.1 That in accordance with Section 49 (2) of the *Act* (the Act) that:

- (a) GK Strata Management Pty Limited be appointed as strata managing agent of Strata Scheme No. **457** and
- (b) the Owners Corporation delegate to the Agent all of the functions of:
 - (i) the Owners Corporation [other than those listed in Section 52 (2) of the Act]; and
 - (ii) its chairperson, secretary, treasurer and Strata Committee, necessary to enable the Agent to carry out the '*agreed services*' and the '*additional services*' as defined in the written agreement attached to the notice of the meeting; and
- (c) the delegation to the Agent is to be subject to the conditions and limitations in the Agreement; and
- (d) the Owners Corporation execute the Agreement to give effect to this appointment and delegation; and
- (e) authority be given for the common seal of the Owners Corporation to be affixed to the Agreement in accordance with Section 273 of the *Act*.

CARRIED

Note:

12 month term. Managing Agent to send C Y Cheong copy of the agency agreement.

7. AUDITOR:
7.1 That an auditor be appointed. **LOST**

8. CAPITAL WORKS FUND PLAN:
8.1 That the Owners Corporation resolve to engage a suitably qualified company to provide an updated Capital Works Fund Plan analysis. **CARRIED**

Note:
Three quotations to be obtained for presentation to the Strata Committee for review and approval.

9. RESTRICTED MATTERS:
9.1 That there be an additional restriction placed on the Strata Committee being a \$40,000.00 expenditure limit other than those currently imposed by Section 36 (3) of the Act. **AMENDED & CARRIED**

10. GST REGISTRATION:
10.1 That the Owners Corporation resolves to confirm its current GST Non registration. **CARRIED**

11. SAFETY AUDIT REPORT AND ASBESTOS SURVEY:
11.1 That the Owners Corporation appoint a consultant to undertake a Safety Audit report of the strata scheme to identify any unforeseen risks that may affect the common areas. **LOST**

11.2 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). **LOST**

12. ENGAGEMENT OF CONTRACTORS:
12.1 That the Owners Corporation acknowledges that the 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.

	<ul style="list-style-type: none"> 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.
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CARRIED

13. ACCOUNTING RECORDS AND BUDGET:

13.1 That the financial statements including the statement of key financial information for the period ended 30/09/2018 be adopted.

AMENDED & CARRIED

13.2 That estimated receipts and payments (budget) for the Administrative Fund and the Capital Works Fund be tabled and adopted.

CARRIED

14. CONTRIBUTIONS:

14.1 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 **\$76,596.00**; in instalments set out in the table below:

Due date	Amount
01/12/2018	\$19,149.00
01/03/2019	\$19,149.00
01/06/2019	\$19,149.00
01/09/2019	\$19,149.00
TOTAL	\$76,596.00

CARRIED

14.2 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 **\$40,000.00**; in instalments set out in the table below:

Due date	Amount
01/12/2018	\$10,000.00
01/03/2019	\$10,000.00
01/06/2019	\$10,000.00
01/09/2019	\$10,000.00
TOTAL	\$40,000.00

CARRIED

14.3 That the Administrative Fund and Capital Works Fund contributions be continued at quarterly intervals commencing on 01/12/2019 until further determined:

Administrative Fund

Due date	Amount
01/12/2019	\$19,149.00

Capital Works Fund

Due date	Amount
01/12/2019	\$10,000.00

AMENDED & CARRIED

15. LEVY COLLECTION PROCEDURES:

15.1 That the Owners - Strata Plan No **457**, 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 35 days after the levy due date;
- b. Levy Recovery Step 2: issue 1st levy recovery letter 60 days after the levy due date;
- c. Levy Recovery Step 3: issue 2nd levy recovery letter 75 days after the levy due date;
- d. Levy Recovery Step 4: 96 days after the original date the levy was due, and where the debt is in excess of \$2,000, 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 **457** 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.

CARRIED

16. STRATA COMMITTEE:

Procedural Note; A ballot was called for motion 16.4 being the election of the Strata Committee.

16.1 That written and oral nominations be received at this meeting for election to the Strata Committee. Existing nominations received are as follows

Nomination:	Nominated by:
B P Estrich (Lot 18)	Self Nomination
M Zantiotis (Lot 20)	Self Nomination
B Murphy (Lot 21)	E Webber
E Webber (Lot 13)	Self Nomination
J Miller (Lot 9)	M Zantiotis
C Y Cheong (Lot 5)	Self Nomination
C Cestaro (Lot 1)	Self Nomination

CARRIED

16.2 That candidates for election to the Strata Committee disclose any “connections” with the original owner (developer) or building manager in accordance with the Act.

NOTED that NO candidate for election to the Strata Committee disclosed any “connections” with the original owner (developer) or building manager in accordance with the Act.

CARRIED

16.3 That the number of members of the Strata Committee be set at FIVE (5).

CARRIED

16.4 That the members of the Strata Committee be elected.

Elected:	Lot:
B P Estrich	Lot 18
M Zantiotis	Lot 20
B Murphy	Lot 21
E Webber	Lot 13
J Miller	Lot 9

CARRIED

17. MAJOR WORKS - GAS PIPE REPLACEMENT:

17.1 The Owners Corporation resolve to discuss the condition of the building's gas piping including quotation to replace the piping and table any action on the same to be resolved at a future General Meeting.

CARRIED

Note:

Managing Agent to source another two quotations for replacement of the gas piping, so far Treat Plumbing's scope is the ideal scope of works. One of the quoting contractors is to be Paul Reid Plumbing.

18. BACK GATE REPLACEMENT:

18.1 That the Owners Corporation resolve to accept quotation 19742 dated 20/07/2018 by All Hills Fencing for back gate replacement and as detailed in the quotation attached to the Notice of the Meeting for the total cost of \$3,900.00 incl. GST.

DEFERRED

19. SPECIAL RESOLUTION MOTION TO REPEAL AND REPLACE BY-LAW 1 - NOISE:

19.1 The Owners – Strata Plan No. 457 SPECIALLY RESOLVE pursuant to section 136 of the Strata Schemes Management Act 2015 ('the Act') to repeal by-law 1 and make a new by-law 1 on the following terms and that notification of this change to the by-laws be lodged for registration in accordance with section 141 of the Act at the Registrar-General's Office:

By-law 1 Noise

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

CARRIED

Total Unit entitlements cast on motion 19.1 = 20,300

FOR: 20,300 (20,300 UE i.e. 100%) **AGAINST:** 0 (0 UE i.e. 0%)

As not more than 25% of unit entitlement was cast against motion 19.1, it was specially resolved as carried.

20. SPECIAL RESOLUTION MOTION TO REPEAL AND REPLACE BY-LAW 3 - OBSTRUCTION OF COMMON PROPERTY:

20.1 The Owners – Strata Plan No. 457 SPECIALLY RESOLVE pursuant to section 136 of the *Strata Schemes Management Act 2015* ('the Act') to repeal by-law 3 and make a new by-law 3 on the following terms and that notification of this change to the by-laws be lodged for registration in accordance with section 141 of the Act at the Registrar-General's Office:

By-law 3 Obstruction of common property

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

CARRIED

Total Unit entitlements cast on motion 20.1 = 20,300

FOR: 20,300 (20,300 UE i.e. 100%) **AGAINST:** 0 (0 UE i.e. 0%)

As not more than 25% of unit entitlement was cast against motion 20.1, it was specially resolved as carried.

21. SPECIAL RESOLUTION MOTION TO REPEAL AND REPLACE BY-LAW 4 – DAMAGE TO LAWNS AND PLANTS ON COMMON PROPERTY:

21.1 The Owners – Strata Plan No. 457 SPECIALLY RESOLVE pursuant to section 136 of the *Strata Schemes Management Act 2015* (**‘the Act’**) to repeal by-law 4 and make a new by-law 4 on the following terms and that notification of this change to the by-laws be lodged for registration in accordance with section 141 of the Act at the Registrar-General’s Office:

By-law 4 Damage to lawns and plants on common property

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

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

CARRIED

Total Unit entitlements cast on motion 21.1 = 20,300

FOR: 20,300 (20,300 UE i.e. 100%) **AGAINST:** 0 (0 UE i.e. 0%)

As not more than 25% of unit entitlement was cast against motion 21.1, it was specially resolved as carried.

22. SPECIAL RESOLUTION MOTION TO REPEAL AND REPLACE BY-LAW 5 – CHANGES TO COMMON PROPERTY:

22.1 The Owners – Strata Plan No. 457 SPECIALLY RESOLVE pursuant to section 136 of the *Strata Schemes Management Act 2015* (**‘the Act’**) to repeal by-law 5 and make a new by-law 2 on the following terms and that notification of this change to the by-laws be lodged for registration in accordance with section 141 of the Act at the Registrar-General’s Office:

By-law 5 Changes to common property

- (1) An owner or person authorised by an owner may install, without the consent of the owners corporation:
 - (a) any locking or other safety device for protection of the owner’s lot against intruders or to improve safety within the owner’s lot, or
 - (b) any screen or other device to prevent entry of animals or insects on the lot, or
 - (c) any structure or device to prevent harm to children.

- (2) Any such locking or safety device, screen, other device or structure must be installed in a competent and proper manner and must have an appearance, after it has been installed, in keeping with the appearance of the rest of the building.
- (3) Clause (1) does not apply to the installation of any thing that is likely to affect the operation of fire safety devices in the lot or to reduce the level of safety in the lots or common property.
- (4) The owner of a lot must:
 - (a) maintain and keep in a state of good and serviceable repair any installation or structure referred to in clause (1) that forms part of the common property and that services the lot, and
 - (b) repair any damage caused to any part of the common property by the installation or removal of any locking or safety device, screen, other device or structure referred to in clause (1) that forms part of the common property and that services the lot.

CARRIED

Total Unit entitlements cast on motion 22.1 = 20,300

FOR: 20,300 (20,300 UE i.e. 100%) **AGAINST:** 0 (0 UE i.e. 0%)

As not more than 25% of unit entitlement was cast against motion 22.1, it was specially resolved as carried.

23. SPECIAL RESOLUTION MOTION TO REPEAL AND REPLACE BY-LAW 15 – DISPOSAL OF WASTE – SHARED BINS:

23.1 The Owners – Strata Plan No. 457 SPECIALLY RESOLVE pursuant to section 136 of the *Strata Schemes Management Act 2015* (**‘the Act’**) to repeal by-law 15 and make a new by-law 15 on the following terms and that notification of this change to the by-laws be lodged for registration in accordance with section 141 of the Act at the Registrar-General’s Office:

By-law 15 Disposal of waste – shared bins

- (1) An owner or occupier of a lot must not deposit or throw on the common property any rubbish, dirt, dust or other material or discarded item except with the prior written approval of the owners corporation.
- (2) An owner or occupier of a lot must not deposit in a toilet, or otherwise introduce or attempt to introduce into the plumbing system, any item that is not appropriate for any such disposal (for example, a disposable nappy).
- (3) An owner or occupier must:
 - (a) comply with all reasonable directions given by the owners corporation as to the disposal and storage of waste (including the cleaning up of spilled waste) on common property, and
 - (b) comply with the local council’s guidelines for the storage, handling, collection and disposal of waste.
- (4) The owners corporation may give directions for the purposes of this by-law by posting signs on the common property with instructions on the handling of waste that are consistent with the local council’s requirements or giving notices in writing to owners or occupiers of lots.

(5) In this by-law:

bin includes any receptacle for waste.

waste includes garbage and recyclable material.

CARRIED

Total Unit entitlements cast on motion 23.1 = 20,300

FOR: 20,300 (20,300 UE i.e. 100%) **AGAINST:** 0 (0 UE i.e. 0%)

As not more than 25% of unit entitlement was cast against motion 23.1, it was specially resolved as carried.

24. SPECIAL RESOLUTION MOTION TO REPEAL AND REPLACE BY-LAW 16 – KEEPING OF ANIMALS:

24.1 The Owners – Strata Plan No. 457 SPECIALLY RESOLVE pursuant to section 136 of the *Strata Schemes Management Act 2015* (**‘the Act’**) to repeal by-law 16 and make a new by-law 16 on the following terms and that notification of this change to the by-laws be lodged for registration in accordance with section 141 of the Act at the Registrar-General’s Office:

By-law 16 Keeping of animals

- (1) An owner or occupier of a lot may keep an animal on the lot or the common property with the written approval of the owners corporation.
- (2) The owners corporation must not unreasonably withhold its approval of the keeping of an animal on a lot or the common property and must give an owner or occupier written reasons for any refusal to grant approval.
- (3) If an owner or occupier of a lot keeps an animal on the lot, the owner or occupier must:
 - (a) keep the animal within the lot, and
 - (b) supervise the animal when it is on the common property, and
 - (c) take any action that is necessary to clean all areas of the lot or the common property that are soiled by the animal.
- (4) An owner or occupier of a lot who keeps an assistance animal on the lot must, if required to do so by the owners corporation, provide evidence to the owners corporation demonstrating that the animal is an assistance animal as referred to in section 9 of the *Disability Discrimination Act 1992* of the Commonwealth.

CARRIED

Total Unit entitlements cast on motion 24.1 = 20,300

FOR: 20,300 (20,300 UE i.e. 100%) **AGAINST:** 0 (0 UE i.e. 0%)

As not more than 25% of unit entitlement was cast against motion 24.1, it was specially resolved as carried.

25. SPECIAL RESOLUTION MOTION TO REPEAL AND REPLACE BY-LAW 19 – CHANGE IN USE OR OCCUPATION OF LOT TO BE NOTIFIED:

25.1 The Owners – Strata Plan No. 457 SPECIALLY RESOLVE pursuant to section 136 of the *Strata Schemes Management Act 2015* (**‘the Act’**) to make a new by-law 19 on the following terms and

that notification of this change to the by-laws be lodged for registration in accordance with section 141 of the Act at the Registrar-General's Office:

By-law 19 Change in use or occupation of lot to be notified

- (1) An occupier of a lot must notify the owners corporation if the occupier changes the existing use of the lot.
- (2) Without limiting clause (1), the following changes of use must be notified:
 - (a) a change that may affect the insurance premiums for the strata scheme (for example, if the change of use results in a hazardous activity being carried out on the lot, or results in the lot being used for commercial or industrial purposes rather than residential purposes),
 - (b) a change to the use of a lot for short-term or holiday letting.
- (3) The notice must be given in writing at least 14 days before the change occurs or a lease or sublease commences.

CARRIED

Total Unit entitlements cast on motion 25.1 = 20,300

FOR: 20,300 (20,300 UE i.e. 100%) **AGAINST:** 0 (0 UE i.e. 0%)

As not more than 25% of unit entitlement was cast against motion 25.1, it was specially resolved as carried.

26. SPECIAL RESOLUTION MOTION TO MAKE A NEW BY-LAW - BY-LAW 20 – SMOKE PENETRATION:

26.1 The Owners – Strata Plan No. 457 SPECIALLY RESOLVE pursuant to section 136 of the *Strata Schemes Management Act 2015* (**the Act**) to make a new by-law 20 on the following terms and that notification of this change to the by-laws be lodged for registration in accordance with section 141 of the Act at the Registrar-General's Office:

By-law 20 Smoke penetration

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

CARRIED

Total Unit entitlements cast on motion 26.1 = 20,300

FOR: 20,300 (20,300 UE i.e. 100%) **AGAINST:** 0 (0 UE i.e. 0%)

As not more than 25% of unit entitlement was cast against motion 26.1, it was specially resolved as carried.

27. SPECIAL RESOLUTION MOTION TO MAKE A NEW BY-LAW - BY-LAW 21 – PRESERVATION OF FIRE SAFETY:

27.1 The Owners – Strata Plan No. 457 SPECIALLY RESOLVE pursuant to section 136 of the *Strata Schemes Management Act 2015* (**the Act**) to make a new by-law 21 on the following terms and

that notification of this change to the by-laws be lodged for registration in accordance with section 141 of the Act at the Registrar-General's Office:

By-law 21 Preservation of fire safety

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

CARRIED

Total Unit entitlements cast on motion 27.1 = 20,300

FOR: 20,300 (20,300 UE i.e. 100%) **AGAINST:** 0 (0 UE i.e. 0%)

As not more than 25% of unit entitlement was cast against motion 27.1, it was specially resolved as carried.

28. SPECIAL RESOLUTION MOTION TO MAKE A NEW BY-LAW - BY-LAW 22 – COMPLIANCE WITH PLANNING AND OTHER REQUIREMENTS:

28.1 The Owners – Strata Plan No. 457 SPECIALLY RESOLVE pursuant to section 136 of the *Strata Schemes Management Act 2015* ("the Act") to make a new by-law 22 on the following terms and that notification of this change to the by-laws be lodged for registration in accordance with section 141 of the Act at the Registrar-General's Office:

By-law 22 Compliance with planning and other requirements

- (1) The owner or occupier of a lot must ensure that the lot is not used for any purpose that is prohibited by law.
- (2) The owner or occupier of a lot must ensure that the lot is not occupied by more persons than are allowed by law to occupy the lot.

CARRIED

Total Unit entitlements cast on motion 28.1 = 20,300

FOR: 20,300 (20,300 UE i.e. 100%) **AGAINST:** 0 (0 UE i.e. 0%)

As not more than 25% of unit entitlement was cast against motion 28.1, it was specially resolved as carried.

29. SPECIAL RESOLUTION MOTION TO MAKE A NEW SPECIAL BY-LAW – FIRE ALARMS:

29.1 The Owners – Strata Plan No. 457 SPECIALLY RESOLVE pursuant to section 136 of the *Strata Schemes Management Act 2015* ("the Act") to make a by-law on the following terms and that notification of this change to the by-laws be lodged for registration in accordance with section 141 of the Act at the Registrar-General's Office:

CARRIED

Special By-law 4 insert by-law number 4

FIRE ALARMS

**PART 1
DEFINITIONS & INTERPRETATION**

1.1 In this by-law:

- (a) **Automatic Fire Alarm Network Service Agreement** means any agreement between a provider and the Owners Corporation pursuant to which the provider is connected to Fire and Rescue NSW's automatic fire alarm system.
- (b) **Common Property** means the common property in strata scheme 457.
- (c) **Fire Alarm** means a back-to-base fire alarm system installed on the Common Property and being the subject of an Automatic Fire Alarm Network Service Agreement.
- (d) **Fire Alarm Costs** means:
 - (i) any charges imposed by Fire and Rescue NSW pursuant to the *Fire Brigades Act 1989*, the *Fire Brigades Regulation 2014* and the Automatic Fire Alarm Network Service Agreement in responding to activation of any Fire Alarm; and
 - (ii) any additional administrative fee associated with the charges referred to in clause 1.1(f)(i), pursuant to the Automatic Fire Alarm Network Service Agreement.
- (e) **Fire and Rescue NSW** means the department of government established by the *Fire Brigades Act 1989* or any other authority, company or individual which replaces or performs that same function.
- (f) **Lot** means a lot in strata scheme 457.
- (g) **Owner or Occupier** means the owner or occupier of a Lot from time to time.
- (h) **Owners Corporation** means the owners corporation created by the registration of strata plan registration no. 457.

1.2 In this by-law a word which denotes:

- (a) the singular includes plural and vice versa;
- (b) any gender includes the other genders;
- (c) any terms in the by-law will have the same meaning as those defined in the *Strata Schemes Management Act 2015*;
- (d) references to legislation includes references to amending and replacing legislation; and
- (e) references to a government body which is not bound by this by-law which ceases to exist or whose power or function is transferred to another government body, is a reference to the government body which replaces or substantially succeeds to the power or the function of the first government body.

PART 2 CONDITIONS

2.1 An Owner or Occupier must not by willful or negligent act or omission, do or permit anything to be done to cause any Fire Alarm to be activated where such activation of the Fire Alarm could have been prevented by such Owner or Occupier.

2.2 The Owners Corporation is entitled to recover from an Owner or Occupier the Fire Alarm Costs paid by the Owners Corporation in relation to a breach of clause 2.1 of this by-law by an Owner or Occupier.

2.3 The Owners Corporation may:

- (a) demand payment from an Owner or Occupier for any money outstanding under this by-law and recover this amount from the Owner or Occupier as a debt; and
- (b) include reference to the debt on notices under section 184 of the *Strata Schemes Management Act 2015*.

CARRIED

Total Unit entitlements cast on motion 29.1 = 20,300

FOR: 20,300 (20,300 UE i.e. 100%) **AGAINST:** 0 (0 UE i.e. 0%)

As not more than 25% of unit entitlement was cast against motion 29.1, it was specially resolved as carried.

30. SPECIAL RESOLUTION MOTION TO MAKE A NEW SPECIAL BY-LAW – AIR CONDITIONING UNITS:

30.1 The Owners – Strata Plan No. 457 SPECIALLY RESOLVE pursuant to section 136 of the *Strata Schemes Management Act 2015* (**‘the Act’**) to make a by-law on the following terms and that notification of this change to the by-laws be lodged for registration in accordance with section 141 of the Act at the Registrar-General’s Office.

Special By-law 5

Air-conditioning units

PART 1

DEFINITIONS & INTERPRETATION

1.1 In this by-law:

- (a) **Authority** means any government, semi government, statutory, public or other authority having any jurisdiction over the Lot.
- (b) **Air-conditioning** means any equipment or apparatus capable of cooling or heating air within a Lot which is
 - (i) audible from outside the Lot;
 - (ii) requires or will require damage or alterations to common property, including without limitation penetrations through common property; or
 - (iii) will occupy part of the common property.

For clarity, this excludes air circulating fans such as ceiling fans or free standing fans.

(c) **Insurance** means:

- (i) contractors all risk insurance with an authorised insurer (incorporating cover against public risk in respect of claims for death, injury, accident and damage occurring in the course of or by reason of the works to a minimum of \$10,000,000);

- (ii) insurance required under the *Home Building Act 1989* and if permissible by the insurer noting the Owners Corporation as an interested party; and
- (iii) workers compensation insurance, if required.
- (d) **Lot** means a lot in strata scheme 457.
- (e) **Owner or Occupier** means the owner or occupier of a Lot from time to time.
- (f) **Owners Corporation** means the owners corporation created by the registration of strata plan registration no. 457.
- (g) **Required Documents** means:
 - (i) existing plans, specifications, drawings;
 - (ii) proposed plans, specifications and drawings specifying the location of the Works and the proposed legally compliant location for the condensation run-off;
 - (iii) if the plans and drawings do not adequately describe the works, a description of the works;
 - (iv) details of the proposed air conditioning unit, such as, the model, the size, manufacturer and colour;
 - (v) specifications of an engineer nominated by the Owners Corporation (if considered necessary by the Owners Corporation); and
 - (vi) any other document reasonably required by the Owners Corporation.
- (h) **Standards** means the Building Code of Australia within the meaning of the *Environmental Planning and Assessment Act 1979* and regulations, Australian Standards as set by Standards Australia, and any standards or guidelines issued by an Authority.
- (i) **Works** means all building works done or required to be done by an Owner or Occupier, and all related services supplied or required to be supplied, to effect the installation of the Air-conditioning.

1.2 In this by-law a word which denotes:

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

PART 2 GRANT OF RIGHT

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

PART 3 CONDITIONS

PART 3.1 Air-conditioning

3.1. (a) The Air-conditioning must:

- (i) comply with all relevant Standards and any applicable law;
 - (ii) be a split-system or inverter split system air-conditioner;
 - (iii) be manufactured by Mitsubishi, Fujitsu or a similar brand;
 - (vii) not produce unreasonable levels of noise.
- (b) Any appliance forming part of the Air-conditioning must be of an appearance in keeping with the general appearance of the rest of the scheme including any other such Lots.
- (c) Any external appliance, including any external condenser unit, forming part of the Air-conditioning must be of an appearance in keeping with the general appearance of the scheme, including any other such Lots.

PART 3.2 Before commencement

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

- (a) provide the Required Documents to the Owners Corporation not less than 28 days before the commencement of the works;
- (b) obtain written approval for the Works from the Owners Corporation which may be in the form of an approval under section 108 or 143 of the Act granted to an Owner;
- (c) obtain all necessary approvals from any Authorities and provide a copy to the Owners Corporation;
- (d) include, in any application for consent from Council or a private certifier, a copy of the by-law and state in the application that it seeks a condition that the consent be subject to the conditions of this by-law;
- (e) effect and maintain Insurance and provide a copy to the Owners Corporation.

PART 3.3 During construction

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

- (a) use duly licensed employees, contractors or agents to conduct the Works and supply their contact details before each of them commences their work;
- (b) ensure the Works are conducted in a proper and workmanlike manner and comply with the current Australian Building Codes and Standards;
- (c) use reasonable endeavours to cause as little disruption as possible;
- (d) perform the Works during times reasonably approved by the Owners Corporation;
- (e) perform the Works within a period of 1 month from their commencement or such other period as reasonably approved by the Owners Corporation;
- (f) transport all construction materials, equipment and debris in the manner reasonably directed by the Owners Corporation;
- (g) ensure that any skip bin used in relation to the Works are placed in either a visitor's or Owner's or Occupier's car parking space;
- (h) ensure that any skip bin used in relation to the Works that is placed in a visitor's car parking space is removed within 24 hours from the time it was placed in that area;
- (i) ensure that any employees, contractors or agents used to conduct the Works park their vehicles in either the Owner's or Occupier's car parking space or in a visitor's car parking space;
- (j) protect all affected areas of the building outside the lot from damage relating to the Works or the transportation of construction materials, equipment and debris;
- (k) ensure that the Works do not interfere with or damage the common property or the property of any other lot owner other than as approved in this by-law and if this happens the Owner or Occupier must rectify that interference or damage within a reasonable period of time; and
- (l) remove all debris resulting from the Works immediately from the building; and
- (m) not vary the Works without first obtaining the consent in writing from the Owners Corporation.

PART 3.4
After construction

- 3.4 After the Works have been completed the Owner or Occupier must without unreasonable delay:
- (a) notify the Owners Corporation that the Works have been completed;
 - (b) notify the Owners Corporation that all damage, if any, to lot and common property caused by the Works and not permitted by this by-law has been rectified;
 - (c) provide the Owners Corporation with a copy of any certificate or certification required by an Authority to certify the Works; and

- (d) provide the Owners Corporation with certification from a suitably qualified engineer(s) approved by the Owners Corporation that the works required to rectify any damage to lot or common property have been completed in accordance with the terms of this by-law.

PART 3.5 Enduring rights and obligations

3.5 The Owner or Occupier:

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

CARRIED

Total Unit entitlements cast on motion 30.1 = 20,300

FOR: 20,300 (20,300 UE i.e. 100%) **AGAINST:** 0 (0 UE i.e. 0%)

As not more than 25% of unit entitlement was cast against motion 30.1, it was specially resolved as carried.

31. SPECIAL RESOLUTION MOTION FOR MAKING OF NEW SPECIAL BY-LAW – EXCLUSIVE USE BY-LAW FOR LOT 18:

31.1 The Owners – Strata Plan No. 457 SPECIALLY RESOLVE pursuant to section 143 of the *Strata Schemes Management Act 2015* (**“the Act”**) to make a by-law on the following terms and that notification of this change to the by-laws be lodged for registration in accordance with section 141 of the Act at the Registrar-General’s Office.

Special By-law 6 Exclusive Use by-law for lot 18

PART 1 DEFINITIONS & INTERPRETATION

1.1 In this by-law:

- (j) **Air-conditioning** means any equipment or apparatus capable of cooling or heating air within a Lot which is
- (iv) audible from outside the Lot;

- (v) requires or will require damage or alterations to common property, including without limitation penetrations through common property; or
- (vi) will occupy part of the common property.

For clarity, this excludes air circulating fans such as ceiling fans or free standing fans.

- (b) **Authority** means any government, semi government, statutory, public or other authority having any jurisdiction over the Lot.
- (c) **Lot** means lot 18 in strata scheme 457.
- (d) **Owner** means the owner of the Lot from time to time.
- (e) **Owners Corporation** means the owners corporation created by the registration of strata plan registration no. 457.
- (f) **Works** means the already installed works relating to the installation of Air-conditioning in the Lot.
- (g) **Exclusive Use Area** means the common property areas reasonably required to keep the Works.

1.2 In this by-law a word which denotes:

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

PART 2 GRANT OF RIGHT

2.1 The Owner is authorised to keep the Works and is granted the exclusive use of the Exclusive Use Area.

PART 3 CONDITIONS

PART 3.1 General Conditions

3.1 The Owner must without reasonable delay provide the Owners Corporation with a copy of:

- (a) any certificate or certification required by an Authority to certify the Works; and
- (b) all necessary approvals from any Authorities in respect of the Works.

PART 3.2 Enduring rights and obligations

3.2 The Owner:

- (a) is responsible for the proper maintenance of, and keeping in a state of good and serviceable repair, the Exclusive Use Area and the Works;
- (b) must renew or replace the Works when necessary or when reasonably required by the Owners Corporation;
- (c) remains liable for any damage to lot or common property arising out of the Works;
- (d) must make good any damage to lot or common property arising out of the Works; and
- (e) must indemnify the Owners Corporation against any costs or losses arising out of the Works to the extent permitted by law.

CARRIED

Total Unit entitlements cast on motion 31.1 = 20,300

FOR: 20,300 (20,300 UE i.e. 100%) **AGAINST:** 0 (0 UE i.e. 0%)

As not more than 25% of unit entitlement was cast against motion 31.1, it was specially resolved as carried.

32. ELECTRONIC MEETING BY MEANS OF EMAIL:

32.1 That pursuant to Regulation 14 (1) (b) of the *Strata Schemes Management Regulation 2016 (NSW)*, the Owners Corporation – Strata Plan No 457 approve the adoption of voting by means of email for the next Extraordinary General Meeting of the Owners Corporation.

CARRIED

Definitions:

Act – *Strata Schemes Management Act 2015*

CLOSURE: There being no further business, the chairperson declared the meeting closed at **7:19PM**.

**MINUTES OF THE ANNUAL GENERAL MEETING
STRATA PLAN 457
'MARTIN HALL'
3A FARRELL AVENUE DARLINGHURST NSW 2010**

DATE, PLACE & TIME OF MEETING: The Annual General Meeting of The Owners - **Strata Plan No. 457** was held on **Monday, 28th October 2019** at **The Front Garden of 3A Farrell Avenue, Darlinghurst**. The meeting commenced at **6:30PM**.

PRESENT: A D J M Verner (Lot 1), J Miller (Lot 9), E A Webber (Lot 13), B P Estrich (Lot 18), M E M Zantiotis (Lot 20), B I Fitzgibbon & B K Murphy (Lot 21)

PRESENT BY PROXY: Y Lighezzolo (Lot 6) to D Lighezzolo

IN ATTENDANCE: Asaph Verner – Lot 1
Debra Lighezzolo – Lot 6
Rebecca Holz – GK Strata Management Pty Ltd

**CHAIRPERSON/
SECRETARY:** Rebecca Holz – GK Strata Management Pty Ltd (under delegation)

1. MINUTES:

1.1 That the minutes of the last general meeting of the Owners Corporation, held on **07/01/2019**, be confirmed as a true record of the proceedings of that meeting.

CARRIED

2. ANNUAL FIRE SAFETY STATEMENT:

2.1 That the Owners Corporation consider the Annual Fire Safety Statement and determine any action required.

CARRIED

2.2 That the Owners Corporation authorise the managing agent 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*.

CARRIED

3. INSURANCES:

3.1 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	DUE DATE
Axis Underwriting	Buildings	P-006732	\$6,123,836	30/06/2020
Axis Underwriting	Common Contents	P-006732	\$61,238	30/06/2020
Axis Underwriting	Loss of Rent	P-006732	\$918,575	30/06/2020
Axis Underwriting	Catastrophe Cover	P-006732	\$1,837,151	30/06/2020

Axis Underwriting	Public or Legal Liability	P-006732	\$20,000,000	30/06/2020
Axis Underwriting	Personal Accident	P-006732	\$200,000	30/06/2020
Axis Underwriting	Fidelity Guarantee	P-006732	\$100,000	30/06/2020
Axis Underwriting	Machinery Breakdown	P-006732	\$100,000	30/06/2020
Axis Underwriting	Office Bearers Liability	P-006732	\$2,000,000	30/06/2020
Axis Underwriting	Audit Fees	P-006732	\$25,000	30/06/2020
Axis Underwriting	Appeal Expenses	P-006732	\$100,000	30/06/2020
Axis Underwriting	Legal Defence Expenses	P-006732	\$50,000	30/06/2020

Date on which the premiums were last paid: 05/06/2019.

CARRIED

3.2 That the insurances of the Owners Corporation be varied subject to three quotations being obtained and presented to the Strata Committee for review prior to the next General Meeting.

AMENDED & CARRIED

3.3 That the insurances of the Owners Corporation be extended to include additional optional insurances.

DEFERRED

3.4 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.

CARRIED

Note:

Motion 3.3 is deferred to the Strata Committee for review of additional option insurances available at next renewal time and decision.

4. COMMISSIONS AND TRAINING SERVICES:

4.1 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.

CARRIED

5. VALUATION:

5.1 That the property of the Strata Scheme be re-valued for insurance purposes.

CARRIED

Note:

Managing Agent to obtain three quotations for presentation to the Strata Committee for review and instruction.

6. REAPPOINTMENT OF MANAGING AGENT:

6.1 That in accordance with Section 49 (2) of the *Act* (the Act) that:

- (a) GK Strata Management Pty Limited be appointed as strata managing agent of Strata Scheme No. **457** and;
- (b) the Owners Corporation delegate to the Agent all of the functions of:
 - (i) the Owners Corporation [other than those listed in Section 52 (2) of the Act]; and
 - (ii) its chairperson, secretary, treasurer and Strata Committee, necessary to enable the Agent to carry out the '*agreed services*' and the '*additional services*' as defined in the written agreement attached to the notice of the meeting; and
- (c) the delegation to the Agent is to be subject to the conditions and limitations in the Agreement; and
- (d) the Owners Corporation execute the Agreement to give effect to this appointment and delegation; and
- (e) authority be given for the common seal of the Owners Corporation to be affixed to the Agreement in accordance with Section 273 of the *Act*.

CARRIED

Note:

12 month term.

7. AUDITOR:

7.1 That an auditor be appointed.

DEFERRED

Note:

Motion 7.1 is deferred to the Strata Committee for decision. Managing Agent to advise the Strata Committee as to when the last audit was carried out, if any.

8. CAPITAL WORKS FUND PLAN:

8.1 That the Owners Corporation review the Capital Works Fund analysis prepared by Leary & Partners Pty Ltd on 12/04/2019.

CARRIED

9. RESTRICTED MATTERS:

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

CARRIED

10. GST REGISTRATION:

10.1 That the Owners Corporation resolves to confirm its current GST Non registration.

CARRIED

11. SAFETY AUDIT REPORT AND ASBESTOS SURVEY:

11.1 That the Owners Corporation appoint a consultant to undertake a Safety Audit report of the strata scheme to identify any unforeseen risks that may affect the common areas.

LOST

11.2 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).

LOST

12. ENGAGEMENT OF CONTRACTORS:

12.1 That the Owners Corporation acknowledges that the 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.

CARRIED

14. ACCOUNTING RECORDS AND BUDGET:

14.1 That the financial statements including the statement of key financial information for the period ended 30/09/2019 be adopted.

AMENDED & CARRIED

14.2 That estimated receipts and payments (budget) for the Administrative Fund and the Capital Works Fund be tabled and adopted.

AMENDED & CARRIED

Note:

Motion 14.1 is amended and carried due to a typographical error correction.

15. CONTRIBUTIONS:

15.1 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 **\$76,596.00**; in instalments set out in the table below:

Due date	Amount
01/12/2019	\$19,149.00
01/03/2020	\$19,149.00
01/06/2020	\$19,149.00
01/09/2020	\$19,149.00
TOTAL	\$76,596.00

AMENDED & CARRIED

15.2 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 **\$40,000.00**; in instalments set out in the table below:

Due date	Amount
01/12/2019	\$10,000.00
01/03/2020	\$10,000.00
01/06/2020	\$10,000.00
01/09/2020	\$10,000.00
TOTAL	\$40,000.00

CARRIED

15.3 That the Administrative Fund and Capital Works Fund contributions be continued at quarterly intervals until further determined:

Administrative Fund

Due date	Amount
01/12/2020	\$19,149.00

Capital Works Fund

Due date	Amount
01/12/2020	\$10,000.00

CARRIED

Note:

The meeting moved to add line item to the administrative fund budget to pay an honorarium to B Estrich, Chairperson of the Strata Committee in accordance with section 46 of the Strata Schemes Management Act in recognition of services performed in the period since the last Annual General Meeting. This payment is in the amount of \$1,230.96 which is equivalent to one quarter of levies lot 18. The total contribution proposed to be raised into the administrative fund has not been amended.

16. LEVY COLLECTION PROCEDURES:

16.1 That the Owners - Strata Plan No **457**, 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 35 days from the levy due date;
- b. Levy Recovery Step 2: issue 1st levy recovery letter 60 days from the levy due date;
- c. Levy Recovery Step 3: issue 2nd levy recovery letter 75 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 \$2,000, 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 457 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.

CARRIED

17. STRATA COMMITTEE:

17.1 That written and oral nominations be received at this meeting for election to the Strata Committee. Existing nominations received are as follows

Nomination:	Nominated by:
A D J M Verner (Lot 1)	Self-nominated
E A Webber (Lot 13)	Self-nominated
B P Estrich (Lot 18)	Self-nominated
M E M Zantiotis (Lot 20)	Self-nominated
B K Murphy (Lot 21)	Self-nominated

CARRIED

17.2 That candidates for election to the Strata Committee disclose any “connections” with the original owner (developer) or building manager in accordance with the Act.

Note: No candidate for election to the Strata Committee disclosed any “connections” with the original owner (developer) or building manager in accordance with the Act.

CARRIED

17.3 That the number of members of the Strata Committee be set at FIVE (5).

CARRIED

17.4 That the members of the Strata Committee be elected.

Elected:	Lot Number:
A D J M Verner	Lot 1
E A Webber	Lot 13
B P Estrich	Lot 18
M E M Zantiotis	Lot 20
B K Murphy	Lot 21

CARRIED

19. MAJOR GAS PIPE UPGRADE AND HOT WATER SYSTEM REPLACEMENT – HYDRAULIC ENGINEER FEE PROPOSALS:

19.1 That the Owners Corporation resolve to accept fee proposal dated 23/08/2019 for gas pipe upgrade and hot water system replacement services by Core Project Consulting for the estimated cost of \$4,785.00 +GST and as detailed within the fee proposal attached to the Notice of the Meeting.

WITHDRAWN

OR

19.2 That the Owners Corporation resolve to accept fee proposal dated 08/10/2019 for gas pipe upgrade and hot water system replacement services by Watermark Services Group at the hourly rate of \$330.00 +GST per hour and as detailed within the fee proposal attached to the Notice of the Meeting.

WITHDRAWN

OR

19.3 That the Owners Corporation resolve to accept email fee proposal by Forensic Engineering Australia dated 08/10/2019 for gas pipe upgrade and hot water system replacement services at the hourly rate of \$250.00 +GST per hour.

WITHDRAWN

Note:

1) Motions 19.1, 19.2, 19.3 have been withdrawn as the Strata Committee on behalf of the Owners Corporation has already engaged Watermark Services Group per their fee proposal due to the urgency of the matter. The urgency of the matter for safety reasons was expressed by Watermark Services Group hydraulic engineer and therefore the Strata Committee has proceeded based off the hydraulic engineer's advice. 2) B Estrich provided an update to all owners as to the status of the project.

20. SERVICE OF NOTICE:

20.1 That the address for service of notices to the Strata Scheme be C/- GK Strata Management, Locked Bag 22, Haymarket NSW 1238 and that this service address be registered at NSW Land Registry Services, New South Wales.

CARRIED

21. ELECTRONIC MEETING BY MEANS OF EMAIL:

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

CARRIED

Vote of Thanks

The meeting thanked B Estrich for all his additional time and effort put into the day to day management of building matters including some complex and trying matters with the NCAT hearing.

D Lighezzolo thanked the outgoing Strata Committee for their hard work in the previous 12 months.

Definitions:

Act – *Strata Schemes Management Act 2015*

NOTES:

- Gas Pipe Upgrade: The meeting confirmed the preference to have the gas meters relocated outside of the units.
- 3 Farrell Avenue: The meeting received informal notice that 3 Farrell Avenue intends to undertake further window rectification works which they believe requires scaffolding to be erected and access to 3A Farrell Ave. Managing Agent to send further information once it is available, if scaffold and access required to 3A Farrell Ave, noted the requirement for another Deed of License to be reviewed and drafted.
- Unauthorised Installations to Common Property: The meeting noted unauthorised installations to the common property gate being lockboxes which is suspected to be used for the purposes of Airbnb practices. Managing Agent to write to all Residents advising that after a set date the lockboxes will be removed and disposed of from the common property and if the keys within the lockboxes are still in the lockbox when removed, these will be disposed of along with the lockbox.
- Lot 6 reports of Airbnb: The meeting noted insufficient evidence to progress the matter at this time and that on-site owners to report any incidents to the Managing Agent.
- Lot 10 conversion into two units: The meeting noted that the investigation is currently progressing with

Kerin Benson Lawyers.

CLOSURE: There being no further business, the chairperson declared the meeting closed at 6:57PM.

**MINUTES OF THE ANNUAL GENERAL MEETING
STRATA PLAN 457
'MARTIN HALL'
3A FARRELL AVENUE DARLINGHURST NSW 2010**

DATE, PLACE & TIME OF MEETING:	The Annual General Meeting of The Owners – Strata Plan No. 457 was held on Tuesday, 22 September 2020 via Video / Teleconference . The meeting commenced at 6:00pm .
PRESENT:	A D J M Verner (Lot 1), E A Webber (Lot 13), S N Rose (Lot 14), B P Estrich (Lot 18), E M Wells (Lot 19), M E M Zantiotis (Lot 20), B I Fitzgibbon & B K Murphy (Lot 21)
PRESENT BY PROXY:	Y Lighezzolo (Lot 6) proxy to D Lighezzolo
IN ATTENDANCE:	D Lighezzolo – Lot 6 Rebecca Holz – GK Strata Management Pty Ltd
CHAIRPERSON / SECRETARY:	Rebecca Holz – GK Strata Management Pty Ltd (under delegation)

1. VOTING BY MEANS OF TELECONFERENCE:

- 1.1 That pursuant to Regulation 14 (1) (a) of the *Strata Schemes Management Regulation 2016 (NSW)*, the Owners Corporation approve the adoption of voting wholly through means of teleconference for the next meeting of the Owners Corporation.

CARRIED

2. MINUTES:

- 2.1 That the minutes of the last general meeting of the Owners Corporation, held on **17/08/2020**, be confirmed as a true record of the proceedings of that meeting.

CARRIED

3. ANNUAL FIRE SAFETY STATEMENT:

- 3.1 That the Owners Corporation consider the Annual Fire Safety Statement and determine any action required.

CARRIED

- 3.2 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*.

CARRIED

4. UTILITIES AGREEMENTS:

- 4.1 That the Owners Corporation consider the supply agreements that they have in place for utilities and determine any action required.

CARRIED

4.2 That the Owners Corporation delegate the following functions to the Chairperson in relation to utility supply agreements:

- i. To instruct the Managing Agent to engage a broker or other type of specialist if required,
- ii. To instruct the Managing Agent to disclose data and information of the Owners Corporation related to the utility if required,
- iii. To instruct the Managing Agent to sign a letter of authority if required.

CARRIED

4.3 That the Owners Corporation appoint the Chairperson to approve entry by the Owners Corporation into an utility agreement of up to 3 years provided that, in the opinion of the Chairperson, it is more financially beneficial for the Owners Corporation than its current 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 an utility agreement behalf of the Owners Corporation as instructed by the Chairperson.

CARRIED

Note:

Managing Agent to ensure that Mike of GK Strata Management outlines what commissions are paid to the broker and what commission GK Strata Management or "PICA" would receive (percentage wise), upon sending an offer for complete transparency.

5. INSURANCES:

5.1 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	DUE DATE
Axis Underwriting	Buildings	P-006732	\$6,430,028	30 June 2021
Axis Underwriting	Common Contents	P-006732	\$64,300	30 June 2021
Axis Underwriting	Loss of Rent	P-006732	\$964,504	30 June 2021
Axis Underwriting	Catastrophe Cover	P-006732	\$1,929,008	30 June 2021
Axis Underwriting	Public or Legal Liability	P-006732	\$20,000,000	30 June 2021
Axis Underwriting	Personal Accident	P-006732	\$200,000	30 June 2021
Axis Underwriting	Fidelity Guarantee	P-006732	\$100,000	30 June 2021
Axis Underwriting	Machinery Breakdown	P-006732	\$100,000	30 June 2021
Axis Underwriting	Office Bearers Liability	P-006732	\$2,000,000	30 June 2021
Axis Underwriting	Audit Fees	P-006732	\$25,000	30 June 2021
Axis Underwriting	Appeal Expenses	P-006732	\$100,000	30 June 2021
Axis Underwriting	Legal Defence Expenses	P-006732	\$50,000	30 June 2021
Axis Underwriting	Floating Floors	P-006732	Included	30 June 2021
Axis Underwriting	Loss of Lot / Unit Market Value	P-006732	Not Insured	30 June 2021

Date on which the premiums were last paid: **22 June 2020.**

CARRIED

5.2 That the insurances of the Owners Corporation be varied at the insurer's suggested values and subject to three (3) quotations being presented to the Strata Committee prior to the next renewal.

AMENDED & CARRIED

5.3 That the insurances of the Owners Corporation be extended to include additional optional insurances.
LOST

5.4 That the Owners Corporation confirm that it does NOT employ workers with annual wages exceeding \$7,500.00 and therefore will not require workers compensation insurance for the coming year.
CARRIED

Note:

The meeting noted that any existing additional option insurances should remain in place, however that no further additional option insurances are to be considered.

6. COMMISSIONS AND TRAINING SERVICES:

6.1 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.

CARRIED

7. VALUATION:

7.1 That the property of the strata scheme be re-valued for insurance purposes.

LOST

8. REAPPOINTMENT OF MANAGING AGENT:

8.1 That in accordance with Section 49 (2) of the *Act* (the Act) that:

- a) GK Strata Management Pty Limited be appointed as strata managing agent of Strata Scheme No. **457** and;
- b) The Owners Corporation delegate to the Agent all of the functions of:
 - i. The Owners Corporation [other than those listed in Section 52 (2) of the Act]; and
 - ii. Its Chairperson, Secretary, Treasurer and Strata Committee, necessary to enable the Agent to carry out the '*agreed services*' and the '*additional services*' as defined in the written agreement attached to the notice of the meeting; and
- c) The delegation to the Agent is to be subject to the conditions and limitations in the Agreement; and
- d) The Owners Corporation execute the Agreement to give effect to this appointment and delegation; and
- e) Authority be given for the common seal of the Owners Corporation to be affixed to the Agreement in accordance with Section 273 of the *Act*.

CARRIED

Note:

12-month term, CPI only.

9. AUDITOR:

9.1 That an auditor be appointed.

AMENDED & CARRIED

Note:

Managing Agent to present to the Strata Committee the auditor fees for review and instruction.

10. CAPITAL WORKS FUND PLAN:

10.1 That the Owners Corporation review the Capital Works Fund analysis prepared by Leary & Partners Pty Ltd on 12/04/2019.

CARRIED

11. RESTRICTED MATTERS:

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

CARRIED

12. SAFETY AUDIT REPORT AND ASBESTOS SURVEY:

12.1 That the Owners Corporation appoint a consultant to undertake a Safety Audit Report of the strata scheme to identify any unforeseen risks that may affect the common areas.

LOST

12.2 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).

LOST

13. ENGAGEMENT OF CONTRACTORS:

13.1 That the Owners Corporation acknowledges that the 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.

CARRIED

14. STRATA LOAN – STRATACASH MANAGEMENT PTY LIMITED:

14.1 That it is hereby resolved:

1. That the Owners Corporation enter into and execute a loan agreement with StrataCash Management Pty Limited (ACN 124 400 924) for the maximum amount of credit of \$76,061.00 for the purposes of gas pipe replacement project.
2. That on behalf of the Owners Corporation that the loan agreement be executed by:
 - a) At least two Strata Committee Members, one of whom must be the Chairperson or Secretary, or;
 - b) At least one Strata Committee Member and the Strata Manager

- And that the common seal be affixed in their presence.
3. That the members of the Owners Corporation approve the raising of additional levies when necessary to ensure the Owners Corporation can perform its obligations to repay amounts due under the loan agreement.
 4. That the Owners Corporation acknowledges that a sample loan agreement, loan general conditions, credit guide and the information statement were tabled at the meeting.
 5. That any drawdown instructions, certifications or any other documents required to be executed on behalf of the Owners Corporation in connection with the loan may be signed by:
 - a) At least two Strata Committee Members, one of whom must be the Chairperson or Secretary, or;
 - b) At least one Strata Committee member and the Strata Manager.

LOST

15. STRATA LOAN – LANNOCK STRATA FINANCE:

15.1 That the Owners Corporation enter into and execute a loan contract with Lannock Capital 2 Pty Limited (ACN 153 391 283) to fund the Owners Corporation's obligations to pay for the gas pipe replacement project.

LOST

15.2 That the Owners Corporation's seal be affixed to the loan contract in the presence of any of the following:

- a) At least two Strata Committee Members, one of whom must be the Chairperson or Secretary, or;
- b) Strata Manager and one member of the Strata Committee, or;
- c) Strata Manager alone.

LOST

15.3 That the Owners Corporation acknowledges the following things:

- a) A copy of the proposed loan contract, the terms and conditions and a prescribed notice, was tabled at the meeting;
- b) The maximum amount of credit available under the loan contract is \$76,061.00;
- c) Members of the Owners Corporation approve the raising of additional levies to ensure the Owners Corporation can perform its obligations in relation to each advance under the loan contract; and
- d) A drawdown instruction may be signed by any of the following:
 - Any two members of the Strata Committee; or
 - The Strata Manager and one member of the Strata Committee; or
 - The Strata Manager alone.

LOST

16. SPECIAL LEVY:

16.1 That a special levy of \$76,061.00 + GST be struck to the Capital Works Fund in accordance with Section 81(4) of the Act due and payable in one (1) instalment as per unit entitlement for the purpose of gas pipe replacement project.

CARRIED

16.2 That the special contribution be paid in one (1) lump sum payment due and payable on 01/12/2020.

CARRIED

17. SPECIAL LEVY:

17.1 That a special levy of \$76,061.00 + GST be struck to the Capital Works Fund in accordance with Section 81(4) of the Act due and payable in four (4) instalments as per unit entitlement for the purpose of gas pipe replacement project.

LOST

17.2 That the special contribution be paid in instalments being:

- Instalment 1 of \$19,015.25 + GST due and payable on 01/12/2020
- Instalment 2 of \$19,015.25 + GST due and payable on 01/03/2021
- Instalment 3 of \$19,015.25 + GST due and payable on 01/06/2021
- Instalment 4 of \$19,015.25 + GST due and payable on 01/09/2021

LOST

18. TENDER AND MAJOR WORKS CONTRACT – GAS PIPE REPLACEMENT – FORRESTER + JOHNSON PLUMBING DRAINAGE GAS FITTING CONTRACTORS:

18.1 That the Owners Corporation – Strata Plan 457 resolve to accept recommended tender by Forrester + Johnson Plumbing Drainage Gas Fitting Contractors for gas pipe replacement work for the total cost of \$104,615.50 incl. GST inclusive of margins, contingency and GST.

CARRIED

18.2 That the common seal of the Owners Corporation – Strata Plan 457 be affixed to the Major Works Contract / Formal Instrument of Contract Agreement between Forrester + Johnson Plumbing Drainage Gas Fitting Contractors and The Owners – Strata Plan 457 in the sum of \$104,615.50 incl. GST by the Strata Managing Agent in accordance with Section 273 of the Act.

CARRIED

19. GST REGISTRATION:

19.1 That the Owners Corporation resolves to confirm its current GST Non-Registration.

LOST

19.2 That the Owners Corporation resolves to apply for GST registration.

CARRIED

20. ACCOUNTING RECORDS AND BUDGET:

20.1 That the financial statements including the statement of key financial information for the period ended **30/09/2020** be adopted.

CARRIED

20.2 That estimated receipts and payments (budget) for the Administrative Fund and the Capital Works Fund be tabled and adopted.

CARRIED

21. CONTRIBUTIONS:

21.1 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 **\$60,660.00 + GST**; in instalments set out in the table below:

Due date	Amount excl. GST	GST	Amount incl. GST
1 December 2020	\$15,165.00	\$1,516.50	\$16,681.50
1 March 2021	\$15,165.00	\$1,516.50	\$16,681.50
1 June 2021	\$15,165.00	\$1,516.50	\$16,681.50

1 September 2021	\$15,165.00	\$1,516.50	\$16,681.50
TOTAL	\$60,660.00	\$6,066.00	\$66,726.00

CARRIED

21.2 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 **\$55,936.00 + GST**; in instalments set out in the table below:

Due date	Amount excl. GST	GST	Amount incl. GST
1 December 2020	\$13,984.00	\$1,398.40	\$15,382.40
1 March 2021	\$13,984.00	\$1,398.40	\$15,382.40
1 June 2021	\$13,984.00	\$1,398.40	\$15,382.40
1 September 2021	\$13,984.00	\$1,398.40	\$15,382.40
TOTAL	\$55,936.00	\$5,593.60	\$61,529.60

CARRIED

21.3 That the Administrative Fund and Capital Works Fund contributions be continued at quarterly intervals until further determined:

Administrative Fund

Due date	Amount excl. GST	GST	Amount incl. GST
1 December 2021	\$15,165.00	\$1,516.50	\$16,681.50

Capital Works Fund

Due date	Amount excl. GST	GST	Amount incl. GST
1 December 2021	\$13,984.00	\$1,398.40	\$15,382.40

LOST

22. LEVY COLLECTION PROCEDURES:

22.1 That the Owners – Strata Plan No **457**, 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 35 days from the levy due date;
- b. Levy Recovery Step 2: Issue 1st levy recovery letter 60 days from the levy due date;
- c. Levy Recovery Step 3: Issue 2nd levy recovery letter 75 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 \$2,000.00, 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 **457** 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.

CARRIED

23. STRATA COMMITTEE:

23.1 That written and oral nominations be received at this meeting for election to the Strata Committee.

Nominations received were as follows:

Nomination:	Nominated by:
A D J M Verner (Lot 1)	Self-Nomination
S N Rose (Lot 14)	Self-Nomination
B P Estrich (Lot 18)	Self-Nomination
M E M Zantiotis (Lot 20)	Self-Nomination
B K Murphy (Lot 21)	Self-Nomination

CARRIED

23.2 That candidates for election to the Strata Committee disclose any "connections" with the original owner (developer) or building manager in accordance with the Act.

NOTED that NO candidate for election to the Strata Committee disclosed any "connections" with the original owner (developer) or building manager in accordance with the Act.

CARRIED

23.3 That the number of members of the Strata Committee be set at five (5).

CARRIED

23.4 That the following be declared as being elected members of the Strata Committee:

Elected:	Lot No:
A D J M Verner	Lot 1
S N Rose	Lot 14
B P Estrich	Lot 18
M E M Zantiotis	Lot 20
B K Murphy	Lot 21

CARRIED

VOTE OF THANKS

The owners of the strata scheme gave a huge vote of thanks to the current, outgoing and incoming Strata Committee Members for all the work that they have done for the Owners Corporation and for the work that they will continue to do, it has made everyone's lives easier, you are wonderful – THANK YOU. Thanks to Elizabeth Webber who has served on the Strata Committee for 8 years and who is now stepping down for the coming year.

24. HONORARIUM PAYMENT:

24.1 That in accordance with Section 46 of the *Strata Schemes Management Act 2015* an honorarium of \$1,354.05 be paid to B Estrich in recognition of services performed in the period since the last Annual General Meeting.

WITHDRAWN

Note:

The Managing Agent apologises for this error, the motion was carried over from last year in error and should not have been on the agenda. Thanks to Brad for services performed in the period since the last Annual General Meeting.

25. SPECIAL RESOLUTION REQUIRED – SPECIAL BY-LAW 8 – LOT 14 RENOVATIONS:

25.1 That the Owners Corporation **SPECIALLY RESOLVE** pursuant to Section 142 of the *Strata Schemes Management Act 2015* to make an additional by-law in the following terms:

SPECIAL BY-LAW 8 – LOT 14 RENOVATIONS

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 14 in Strata Plan No. 457.
6. "The Owner" means the owner or owners from time to time of the Lot.
7. "The Works" means the following works to be undertaken in relation to the Lot:

In the Bathroom:

- a) The removal and replacement of all wall and floor tiles and the waterproofing membrane;
- b) The removal and replacement in the existing location of the shower, shower rose and mixer tap, toilet, cabinets, vanity, basin and taps;

Air-Conditioner:

- c) The installation of a Daikin brand 3.5 kilowatt air-conditioning unit, model FTX35UVMA, and all associated wires, pipes and cables for the operation of the air-conditioning unit, with the compressor (measuring 600 mm in height and 810 mm in width) to be affixed to the rear or southern wall of the Lot using metal brackets and rubber vibration pads, with the top of the condenser to be placed at the same height as the lowest level of the bedroom and bathroom windows of the Lot and the lowest level of the condenser to be approximately 3920 mm above ground level. The western end of the condenser is to be placed 5 metres towards the east of the rear wall of the building from the south-western corner of the building.
- d) Conduit is to be run up the rear wall of the building from the compressor, adjacent to existing pipework, and into the Lot through an existing vent on the bathroom wall, and is to connect to the internal air-conditioning unit. The wires

and cable on the external wall are to be encased in Colorbond trunking in Monument colour to match existing pipes and conduits on the wall of the building. Condensation and run-off from the compressor is to run through a pipe directed into the existing drain shown in the photograph annexed to this motion; and

- e) The installation of a power circuit to be connected to the air-conditioning unit.

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, including when reasonably required by the Owners Corporation.

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 or public liability insurance cover with 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) 28 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 builder or contractor carrying out the Works, including the contractor's name, contact telephone number and licence number; and
- f) Arrangements to manage any resulting rubbish or debris.

Performance of Works

5. In performing the Works, the Owner must comply with Special By-Law 5 and:

- a) Use good-quality and appropriate materials and a licensed contractor to carry out the Works in a proper and skilful manner;
- b) Comply with the National Construction Code and all relevant Australian Standards which apply as at the date the Works are carried out, including in relation to waterproofing works;
- c) 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;
- d) Use reasonable endeavours to cause as little disruption as possible in carrying out the Works;
- e) Complete the works within one month of their commencement;
- f) Transport all building materials, equipment, debris and other material through the common property as reasonably directed by the Owners Corporation;
- g) Protect all areas of the building outside the Lot from damage by the Works or by the transportation of building materials, equipment and debris;
- h) Keep all areas of the building outside the Lot clean and tidy throughout the performance of the Works;
- i) Only perform the Works between the hours of 7:30am and 4:30pm from Monday to Friday and from 8:00am to 1:00pm on Saturday, and not at all on any Sunday or a public holiday;
- j) Only perform Works involving mechanical noise or involving the use of jackhammers or percussion instrument tools after 8:00am from Monday to Friday (excluding public holidays);
- k) 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;
- l) Not vary the Works without obtaining prior written consent from the Owners Corporation;
- m) Not deposit any debris or building materials generated by the Works in the Owners Corporation's rubbish bins;
- n) Drain all condensation and run off from the air-conditioning compressor unit into the existing waste drain on the ground; and

- o) Ensure all works comply with current fire safety requirements which apply to residential unit premises.

After the Works

- 6. After completion of the Works, the Owner must:
 - a) Give written notice to the Owners Corporation that the Works have been completed;
 - b) Provide the Owners Corporation with copies of all waterproofing membrane guarantees and warranties;
 - c) Notify the Owners Corporation that all damage, if any, caused by the Works to any other Lot or common property, has been rectified;
 - d) Provide the Owners Corporation with any requisite approval from a certifier or Council that the Works have been completed in accordance with any required approval given for the works by Council or any government, semi-government, statutory, public or other authority having jurisdiction in relation to the Works; and
 - e) Provide the Owners Corporation with certification from a suitably qualified engineer approved by the Owners Corporation if required by the Owners Corporation, to the effect that all works required to rectify any damage caused to any Lot or common property by the Works have been completed in accordance with this by-law and Special By-Law 5.
- 7. The Owner must comply with Regulation 45 of the *Protection of the Environment Operations (Noise Control) Regulation 2017* (NSW) and all amendments to that Regulation, and to any Act or Regulation which supersedes that Regulation, in relation to the hours of operation of the air-conditioning system.

Damage

- 8. 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, or by failing to maintain the Works in a state of good and serviceable repair, 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

- 9. The Owner must indemnify the Owners Corporation against any loss or damage the Owners Corporation suffer as a result of the performance, repair, maintenance, renewal or replacement of the Works, or failing to maintain the Works in a state of good and serviceable repair, including costs.

Right to Remedy Default

- 10. 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.
11. 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 C(10) above.
12. All costs payable by the Owner pursuant to Clause C(10) above, shall be payable as a debt due to the Owners Corporation.

Costs of By-Law

13. The Owner shall pay for the preparation, making and registration of this by-law and the costs associated with holding a general meeting to consider the motion if a meeting is called for the sole purpose of considering this motion.

CARRIED

Total Unit Entitlements Cast of Motion 25.1 – 20,900.

For: 20,900 UE (20,900 UE i.e. 100%) **Against:** NIL UE (NIL UE i.e. 0.00%)

As not more than 25% of Unit Entitlements were cast against Motion 25.1, it was specially resolved as carried.

26. ELECTRONIC MEETING BY MEANS OF EMAIL:

- 26.1 That pursuant to Regulation 14 (1) (b) of the *Strata Schemes Management Regulation 2016 (NSW)*, the Owners Corporation approve the adoption of voting by means of email for the next General Meeting of the Owners Corporation.

CARRIED

CLOSURE: There being no further business, the chairperson declared the meeting closed at 7:16pm.

**MINUTES OF THE ANNUAL GENERAL MEETING
STRATA PLAN 457**

3A Farrell Avenue DARLINGHURST NSW 2010

DATE, PLACE & TIME OF MEETING:	The Annual General Meeting of The Owners - Strata Plan No. 457 was held on Thursday 2 December 2021 via Teleconference. The meeting commenced at 5:36pm.
PRESENT:	A Verner (Lot 1) J Miller (Lot 9) B Estrich (Lot 18) M Zantiotis (Lot 20) K Molloy (Lot 21)
IN ATTENDANCE:	J Akkary (GKSM)
CHAIRPERSON:	J Akkary (GKSM)
SECRETARY:	J Akkary (GKSM)

1. VOTING BY MEANS OF TELECONFERENCE, VIDEO-CONFERENCING, EMAIL OR ANY OTHER ELECTRONIC MEANS:

Motion

1.1 That pursuant to Regulation 14 (1) of the *Strata Schemes Management Regulation 2016* (NSW), the Owners Corporation resolve to adopt any of the following means of voting for matters to be determined at the next general meeting:

- a) Voting by means of teleconference, video-conferencing, email or other electronic means while participating in a meeting from a remote location,
- b) Voting by means of email or other electronic means before the meeting at which the matter (not being an election) is to be determined by the Owners Corporation or Strata Committee (pre-meeting electronic voting).

CARRIED

2. MINUTES:

2.1 That the minutes of the last general meeting of the Owners Corporation, held on 30 July 2021, be confirmed as a true record of the proceedings of that meeting.

CARRIED

3. ANNUAL FIRE SAFETY STATEMENT:

3.1 That the Owners Corporation consider the current Annual Fire Safety Statement and determine any action required.

CARRIED

AND

3.2 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:

- a) Ensure all fire safety measures are maintained in accordance with Clause 177 of the *Environmental Planning and Assessment Regulation 2000*; and,
- b) Declare that each fire safety measure has been assessed by an appropriately qualified accredited practitioner (fire safety); and,
- c) Issue the fire safety statement accordingly.

CARRIED

3.3 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*.

CARRIED

4. UTILITIES AGREEMENTS:

Motions

4.1 That the Owners Corporation consider the supply agreements that they have in place for utilities and determine any action required.

CARRIED

4.2 That the Owners Corporation delegate the following functions to the Chairperson in relation to utility supply agreements:

- i. To instruct the Managing Agent to engage a broker or other type of specialist if required,
- ii. To instruct the Managing Agent to disclose data and information of the Owners Corporation related to the utility if required,
- iii. To instruct the Managing Agent to sign a letter of authority if required.

LOST

4.3 That the Owners Corporation appoint the Chairperson to approve entry by the Owners Corporation into an utility agreement of up to 3 years provided that, in the opinion of the Chairperson, it is more financially beneficial for the Owners Corporation than its current 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 an utility agreement behalf of the Owners Corporation as instructed by the Chairperson.

LOST

5. INSURANCES:

(Existing Insurances)

5.1 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	DUE DATE
Axis Underwriting	Buildings	P-006732	\$6,751,529	30 June 2022
Axis Underwriting	Common Contents	P-006732	\$67,515	30 June 2022
Axis Underwriting	Loss of Rent	P-006732	\$1,012,729	30 June 2022
Axis Underwriting	Public or Legal Liability	P-006732	\$20,000,000	30 June 2022
Axis Underwriting	Personal Accident	P-006732	\$200,000	30 June 2022
Axis Underwriting	Fidelity Guarantee	P-006732	\$100,000	30 June 2022
Axis Underwriting	Machinery Breakdown	P-006732	\$100,000	30 June 2022
Axis Underwriting	Office Bearers Legal Liability	P-006732	\$2,000,000	30 June 2022
Axis Underwriting	Appeal Expenses	P-006732	\$100,000	30 June 2022
Axis Underwriting	Audit Fees	P-006732	\$25,000	30 June 2022
Axis Underwriting	Legal Defence Expenses	P-006732	\$50,000	30 June 2022

Date on which the premiums were last paid: 22 June 2021

CARRIED

5.2 That the insurances of the Owners Corporation be extended to include additional optional insurances.

LOST

5.3 That the Owners Corporation confirm that it does NOT employ workers with annual wages exceeding \$7,500.00 and therefore will not require workers compensation insurance for the coming year.

CARRIED

5.4 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.

CARRIED

5.5 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.

CARRIED

6. COMMISSIONS AND TRAINING SERVICES:

6.1 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.

CARRIED

7. VALUATION:

7.1 That the property of the Strata Scheme be re-valued for insurance purposes.

LOST

8. REAPPOINTMENT OF MANAGING AGENT:

8.1 That in accordance with Section 49 (2) of the *Act* (the Act) that:

- (a) GK Strata Management Pty Limited be appointed as strata managing agent of Strata Scheme No. **457** and;
- (b) the Owners Corporation delegate to the Agent all of the functions of:
 - (i) the Owners Corporation [other than those listed in Section 52 (2) of the Act]; and
 - (ii) its chairperson, secretary, treasurer and Strata Committee, necessary to enable the Agent to carry out the '*agreed services*' and the '*additional services*' as defined in the written agreement attached to the notice of the meeting; and
- (c) the delegation to the Agent is to be subject to the conditions and limitations in the Agreement; and
- (d) the Owners Corporation execute the Agreement to give effect to this appointment and delegation; and
- (e) authority be given for the common seal of the Owners Corporation to be affixed to the Agreement in accordance with Section 273 of the *Act*.

CARRIED

9. AUDITOR:

9.1 That an auditor be appointed.

LOST

10. CAPITAL WORKS FUND PLAN:

10.1 That the Owners Corporation confirms receipt of the Capital Works Fund analysis prepared by Leary & Partners on 15 April 2019.

CARRIED

10.2 That the Owners Corporation appoint an appropriately qualified person to prepare an updated 10-Year Capital Works Fund Plan.

LOST

11. RESTRICTED MATTERS:

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

CARRIED

12. GST REGISTRATION:

12.1 That the Owners Corporation resolves to confirm its current GST registration.

CARRIED

13. SAFETY AUDIT REPORT AND ASBESTOS SURVEY:

13.1 That the Owners Corporation appoint a consultant to undertake a Safety Audit report of the strata scheme to identify any unforeseen risks that may affect the common areas.

LOST

13.2 That the Owners Corporation appoint a consultant to undertake an Asbestos Survey Report 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).

CARRIED

14. ENGAGEMENT OF CONTRACTORS:

14.1 That the Owners Corporation acknowledges that the 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.

CARRIED

15. ACCOUNTING RECORDS AND BUDGET:

15.1 That the financial statements, including the statement of key financial information for the period ended 30 September 2021, be adopted.

CARRIED AND AMENDED

15.2 That estimated receipts and payments (budget) for the Administrative Fund and the Capital Works Fund be tabled and adopted.

CARRIED AND AMENDED

16. CONTRIBUTIONS:

16.1 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 \$96,000.00 + GST in instalments set out in the table below:

Due date	Amount excl. GST	GST	Amount incl. GST
1 December 2021 (Already issued as per resolution of last AGM)	\$15,013.42	\$1,668.16	\$16,681.58
1 March 2022	\$23,795.52	\$2,643.95	\$26,439.47
1 June 2022	\$23,795.52	\$2,643.95	\$26,439.47
1 September 2022	\$23,795.52	\$2,643.95	\$26,439.47
TOTAL	\$86,400.00	\$9,600.00	\$96,000.00

CARRIED AND AMENDED

16.2 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 \$31,664.30 + GST in instalments set out in the table below:

Due date	Amount excl. GST	GST	Amount incl. GST
1 December 2021 (Already issued as per resolution of last AGM)	\$13,844.11	\$1,538.24	\$15,382.35
1 March 2022	\$1,564.06	\$173.79	\$1,737.85
1 June 2022	\$1,564.06	\$173.79	\$1,737.85
1 September 2022	\$1,564.06	\$173.79	\$1,737.85
TOTAL	\$18,536.30	\$2,059.59	\$20,595.89

CARRIED AND AMENDED

16.3 That the Administrative Fund and Capital Works Fund contributions be continued at quarterly intervals until further determined:

Administrative Fund

Due date	Amount excl. GST	GST	Amount incl. GST
1 September 2022	\$21,600.00	\$2,400.00	\$24,000.00

Capital Works Fund

Due date	Amount excl. GST	GST	Amount incl. GST
1 September 2022	\$4,607.07	\$541.90	\$5,148.97

CARRIED AND AMENDED

17. LEVY COLLECTION PROCEDURES:

17.1 That the Owners - Strata Plan No. **457** 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 35 days from the levy due date;

- b. Levy Recovery Step 2: issue 1st levy recovery letter 60 days from the levy due date;
- c. Levy Recovery Step 3: issue 2nd levy recovery letter 75 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 \$2,000.00, 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 – **457** 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.

CARRIED

18. STRATA COMMITTEE:

18.1 That written and oral nominations be received at this meeting for election to the Strata Committee.

CARRIED

Nominations received were as follows:

Nomination:	Nominated by:
A Verner (Lot 1)	Self – nominated
B Estrich (Lot 18)	Self – nominated
M Zantiotis (Lot 20)	A Verner (Lot 1)
K Molloy (Lot 21)	B Estrich (Lot 18)

18.2 That candidates for election to the Strata Committee disclose any “connections” with the original owner (developer) or building manager in accordance with the Act.

CARRIED

NOTED that NO candidate for election to the Strata Committee disclosed any “connections” with the original owner (developer) or building manager in accordance with the Act.

18.3 That the number of members of the Strata Committee be 4.

CARRIED

18.4 That the following be declared as being elected members of the Strata Committee:

- A Verner (Lot 1)
- B Estrich (Lot 18)
- M Zantiotis (Lot 20)

K Molloy (Lot 21)

CARRIED

19. BANNERMANS – MOTION REQUIRED BY STRATA COMMITTEE:

19.1 The Owners of Strata Plan 457 resolves to:

- (a) engage Bannermans, Lawyers in accordance with its fee proposal dated 4 November 2021 to provide advice regarding subdivision of lot 10; and
- (b) appoint //insert name// as the strata committee point of contact to provide the owners corporation's instructions to Bannermans Lawyers.

CARRIED

Notes:

- ***GK Strata will finalise the fee proposal and correspond with Bannermans in relation to next steps. Further authority is delegated to the Strata Committee to take further actions in relation to this matter if required.***

20. SPECIAL RESOLUTION REQUIRED – COMMON PROPERTY RIGHTS BY-LAW LOT 23 – REQUIRED BY KATRINA JANE SMITH (LOT 23):

20.1 The Owners – Strata Plan No. SPECIALLY RESOLVE pursuant to sections 108 and 143 of the *Strata Schemes Management Act 2015* to authorise the owner of Lot 23 to alter, add to or erect new structures on the common property and to grant the owner of Lot 23 a special privilege/exclusive use right over common property in accordance with the terms and conditions of the by-law as follows and that notification of this change of by-law be lodged for registration in accordance with section 141 of the *Strata Schemes Management Act 2015* at NSW Land Registry Services and registered on the common property certificate of title:

Explanatory Note: This is a by-law required by the owner of Lot 23 to authorise the carrying out of proposed renovation works

Special By-law [XX]

Lot 23 Renovation Works and Exclusive Use

1. Definitions

In this by-law

- (a) Act **means the *Strata Schemes Management Act 2015*.**
- (b) Authority **includes a federal, state or local government, a provider of public utility services and any other body having jurisdiction over the Land.**
- (c) Common Property **means the common property located in and forming part of the Strata Plan.**
- (d) Insurance **means:**
 - (1) *workers compensation insurance as applicable; and*
 - (2) *public liability insurance relating to claims for death, injury, accident or damage occurring during or in connection with the works for a minimum coverage amount of \$20,000,000; and*

(3) *insurance under the Home Building Act 1989 as applicable*

- (e) Land **means the whole of the land containing the Strata Plan including lots and the Common Property.**
- (f) Lot **means lot 23 in the Strata Plan.**
- (g) Owner **means the owner of the Lot from time to time.**
- (h) Owners Corporation **means the owners corporation of Strata Plan no. 457.**
- (i) Renovation Works **means the works the Owner intends to undertake to the Lot and the common property as set out in the scope of works and plans attached to this by-law at Annexure 1.**
- (j) Strata Committee **means the strata committee of the Owners Corporation.**
- (k) Strata Plan **means the strata plan registration number 457.**

2. Interpretation

- (a) **In this by-law any terms used have the same meaning as in the *Strata Schemes Management Act 2015*.**
- (b) **In this by-law, all references to legislation include references to all amending and replacing legislation.**
- (c) **In construction of this by-law, references to the singular includes the plural and any reference to a gender includes all other genders.**

3. Rights granted

- (a) **Subject to compliance with the conditions of this by-law, the Owner is authorised to carry out the Renovation Works and is granted a special privilege to conduct the Renovation Works on the Common Property.**
- (b) **The Owner is granted a right of exclusive use and enjoyment of so much of the Renovation Works as are comprised in part of the Common Property on the terms set out in this by-law.**

4. Terms and Conditions

4.1 Conditions Precedent

It is a condition of the Owners Corporation's consent to this by-law that the Owner must obtain and provide the following items to the Owners Corporation before the Renovation Works commence:

- (a) **evidence of Insurance in force for the full period of the Renovation Works and where applicable noting the Owners Corporation's interest on the policy;**

- (b) **the approval of all relevant Authorities; and**
- (c) **evidence of registration of this by-law in accordance with section 141 of the *Strata Schemes Management Act 2015*.**

4.2 Owners Corporation's consent

Despite any term or condition contained in this by-law, the Owners Corporation is not required to provide its consent as may be required by any Authority in relation to the Renovation Works including but not limited to, affixing its seal to an application for development consent, a construction certificate or a complying development certificate under the *Environmental Planning and Assessment Act 1979*.

4.3 Conditions during Renovations Works

While the Renovation Works are taking place, the Owner must:

- (a) **only use suitably qualified and licensed tradespeople and if required, provide their contact details to the Strata Committee before each of them commences work;**
- (b) **carry out the Renovation Works only between the hours of 7:30am to 5:30pm Monday to Friday and 7:30am to 3:30pm Saturday with no works to take place on public holidays or Sundays;**
- (c) **transport goods and materials through the Common Property only in the manner directed by the Owners Corporation or the Strata Committee;**
- (d) **if required, protect all parts of the Strata Plan outside the Lot from possible damage including if required, floor coverings and lift curtains;**
- (e) **keep all areas of the Strata Plan outside the Lot free from all debris and remove rubbish from the Lot and the Strata Plan regularly or when directed to do so by the Strata Committee;**
- (f) **unless otherwise approved in writing by the Owners Corporation and to the extent the Renovation Works are connected to any electrical, gas, water, or other services, ensure that they are connected only to such services that are separately metered to the Lot (provided such separately metered services are otherwise connected to the Lot).**
- (g) **ensure the Renovation Works cause as little disruption to other owners and occupiers as possible;**
- (h) **complete the Renovation Works within a period of 3 months from their commencement (plus any Covid related delays) or within such other time frame as approved by the Owners Corporation; and**
- (i) **ensure the Renovation Works do not cause damage to another lot, the Common Property or the personal property of an owner, occupier or the Owners Corporation and if so, ensure any damage is rectified as soon as possible and before completion of the Renovation Works;**

4.4 Conditions on completion of Renovation Works

Once the Renovation Works are complete the Owner must:

- (a) **notify the Owners Corporation that the Renovation Works are complete;**
- (b) **obtain and provide to the Owners Corporation the approvals of and certifications from all relevant Authorities;**
- (c) **if applicable, notify the Owners Corporation that all damage to lot property, the Common Property or personal property has been fully rectified;**
- (d) **provide to the Owners Corporation a 5-year warranty of fitness of materials and workmanship given by the waterproofing applicator who must be a qualified and licensed waterproofing applicator;**
- (e) **comply with any requirement to lodge a building alteration plan in accordance with section 19 of the *Strata Schemes Development Act 2015*; and**
- (f) **if applicable, provide a report from a structural engineer as to the effect of the completed Renovation Works on the structural integrity of the building.**

4.5 Enduring conditions

The continuing and enduring conditions of this by-law are that the Owner:

- (a) **must repair and maintain and continue to keep the Renovation Works and the parts of the Common Property connected with the Renovation Works in a good state of condition and repair;**
- (b) **remains liable for and must rectify and repair any damage to lot property or Common Property arising out of or in connection with the Renovation Works;**
- (c) **must renew and replace the Renovation Works when necessary or if required to do so by the Owners Corporation; and**
- (d) **indemnifies the Owners Corporation for any costs, losses or damage arising out of or in connection with the Renovation Works.**

4.6 Recovery of costs

Any amount due to the Owners Corporation under this by-law is recoverable by the Owners Corporation as a debt and:

- (a) **bears interest as if it were a contribution unpaid by the Owner; and**
- (b) **may be recovered by the Owners Corporation as if it were an unpaid contribution of the Owner including:**

(1) *any interest payable; and*

(2) *the expenses of the Owners Corporation incurred in recovering those amounts.*

4.7 Severability

To the extent that any term of this by-law is inconsistent with the Act or any other law, it is to be severed and the remaining terms of the by-law will be read and enforceable as consistent with the applicable law.

4.8

Scope of Works

GROUND LEVEL

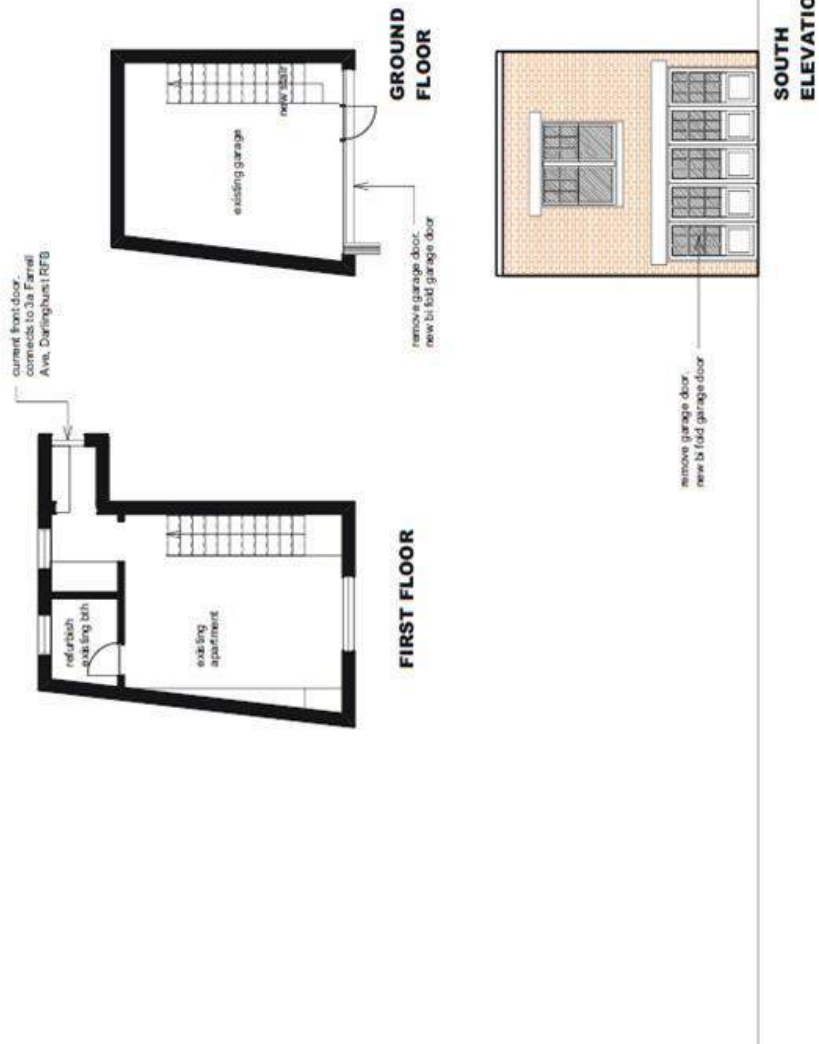
- Replace roller garage door of Lot with bi-fold timber and glass garage door;
- Repair and resurface concrete flooring on Ground Level; and
- Install new staircase between as Ground Level and First Floor.

BATHROOM

- Remove existing tiling and bathroom fixtures and fittings;
- Install new waterproofing membrane to bathroom
- Install new fixtures and fittings in bathroom including toilet, tapware, sink, shower and vanity unit; and
- Associated plumbing and electrical connections as required.

GENERAL LOT WORKS – LEVEL 1

- Replace and update electrical wiring in Lot;
- Replace light fittings within Lot;
- Install new joinery within Lot;
- Install new flooring to Level 1;
and
- Painting of internal walls and ceiling of Lot.



CARRIED – SPECIALLY RESOLVED

Definitions:

Act – *Strata Schemes Management Act 2015*

CLOSURE: There being no further business, the chairperson declared the meeting closed at 6:33pm.

Actions and Resolutions

New Action Items

Action	Who	Due Date
1. Register Special By-Law	GK Strata Management	6/01/22
2. Amend budgets	GK Strata Management	1/03/22
3. Finalise Bannermans fee proposal	GK Strata Management	20/12/21
4. Engage consultant for Asbestos Report	GK Strata Management	20/12/21

Outstanding Action Items

Action	Who	Due Date
1. NIL		

Closed Action Items

Action	Who	Outcome
1. Register Special By-Law 8	GK Strata Management	Complete
2. Affix common seal	GK Strata Management	Complete

Signed: Joseph Akkary

Date: 6 December 2021

MINUTES OF ANNUAL GENERAL MEETING

The Owners – Strata Plan No 457
3A FARRELL AVENUE, DARLINGHURST, NSW, 2010

These are the minutes of the Annual General Meeting for The Owners – Strata Plan No 457 held at Video Conference: <https://meet.gkstrata.com.au/292941159> commencing at 6:00 PM on Tuesday 20 December 2022.

Lots Represented

<u>Lot No</u>	<u>Name</u>	<u>Capacity</u>
6	D Ciarliero	Owner present
9	J Miller	Owner present
13	E Webber	Proxy represented by B Estrich (Lot 18)
18	B Estrich	Owner present
20	M Zantiotis	Owner present
21	K Smith	Owner present

In Attendance

Zoe Karageorge representing GK Strata Management Pty Ltd.

Chairperson

Zoe Karageorge representing GK Strata Management Pty Ltd under delegated authority.

Secretary

Zoe Karageorge representing GK Strata Management Pty Ltd under delegated authority.

Motions

1. MINUTES

- 1.1 That the minutes of the last general meeting of the Owners Corporation, held on 29/08/2022, be confirmed as a true record of the proceedings of that meeting.

Motion Result: Motion CARRIED.

2. COMPLIANCE MEASURES

2.1 (Annual Fire Safety Statement)

That the Owners Corporation consider the current Annual Fire Safety Statement and determine any action required.

Motion Result: Motion CARRIED.

2.2 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:

- a. ensure all fire safety measures are maintained in accordance with the *Environmental Planning and Assessment Regulation*; and,
- b. declare that each fire safety measure has been assessed by an appropriately qualified accredited practitioner (fire safety); and,
- c. issue the fire safety statement accordingly.

Motion Result: Motion CARRIED.

2.3 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 the Act.

Motion Result: Motion CARRIED.

2.4 (Window safety devices reinspection)

That the Owners – Strata Plan No 457, resolve to undertake an inspection 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 Management Regulation 2016* and that the appointment of an appropriately qualified third party to undertake this inspection be delegated to the strata committee.

Motion Result: Motion DEFEATED.

2.5 That following the inspection of window safety devices the Owners – Strata Plan No 457, authorize 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*.

Motion Result: Motion lapsed as WINDOW SAFETY DEVICE INSPECTION was LOST

2.6 (Safety Audit Report)

That the owners corporation appoint a consultant to undertake a safety audit report of the strata scheme to identify any risks that may affect the common areas.

Motion Result: Motion DEFEATED.

2.7 (Asbestos Survey)

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).

Motion Result: Motion DEFEATED.

2.8 **(Other compliance measures)**

That the owners corporation consider any additional compliance matters for the scheme and determine any appropriate action (if required).

Motion Result: Motion CARRIED.

3. UTILITIES AGREEMENTS

3.1 That the owners corporation consider the supply agreements that they have in place for utilities and determine any action required.

Motion Result: Motion CARRIED.

3.2 That the Owners Corporation instruct the Managing Agent to:

- i. engage a broker or other type of specialist if required;
- ii. disclose data and information of the Owners Corporation related to the utility if required; and,
- iii. sign a letter of authority to authorise the broker to acquire and provide quotes.

Motion Result: Motion DEFEATED.

3.3 That the Owners Corporation appoint the Chairperson to approve entry by the Owners Corporation into an utility agreement of up to 3 years provided that, in the opinion of the Chairperson, it is more financially beneficial for the Owners Corporation than its current 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 an utility agreement behalf of the Owners Corporation as instructed by the Chairperson.

Motion Result: Motion DEFEATED.

4. INSURANCES

- 4.1 That the owners corporation confirm that the following insurance policies are currently in place:

Current Insurance Details

Policy Number	Underwriter	Current To	Risk Type	Coverage Amount
P-006732	Axis Underwriting	30 Jun 2023	BUILDING	\$7,089,105.00
			PUBLIC LIABILITY	\$30,000,000.00
			OFFICE BEARERS	\$2,000,000.00
			MACHINERY BREAKDOWN	\$100,000.00
			COMMON AREA CONTENTS	\$70,891.00
			LOSS OF RENT	\$1,063,366.00
			CATASTROPHE	\$2,126,732.00
			FIDELITY GUARANTEE	\$100,000.00
			PERSONAL ACCIDENT	\$200,000.00
			PAINT	Included
			LEGAL DEFENCE COSTS	\$50,000.00
			FLOATING FLOORS	Included
			WH & S BREACHES	\$100,000.00
			GOVT AUDIT COSTS	\$25,000.00
LOT OWNERS FIXTURES	\$250,000.00			
TOTAL PREMIUM: \$15,269.15				

Date on which the premiums were last paid: **27/06/2022**

Motion Result: Motion CARRIED.

- 4.2 That the insurances of the owners corporation be extended to include any additional optional insurances not covered in the above table.

Motion Result: Motion DEFEATED.

- 4.3 That the owners corporation confirm that it does NOT employ workers with total annual wages exceeding \$7,500.00 and therefore will not require workers compensation insurance for the coming year.

Motion Result: Motion CARRIED.

- 4.4 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.

Motion Result: Motion CARRIED.

- 4.5 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.

Motion Result: Motion CARRIED.

5. COMMISSIONS AND TRAINING SERVICES

- 5.1 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.

Reporting details:

Commissions and Training Services Report for the last 12 months

Commissions received that have been paid to the managing agent in the last 12 months are as follows:

- Insurance commissions: \$2,119.46;
- CommunitySure Management fees to parent entity (PICA Group)*¹: \$0.00
- PICA Group may have received a referral fee from Bulk Energy, Energy Action, E Utility and/or Savant Energy Advisory on the sale and provision of electricity and/or gas if the scheme has successfully engaged a broker for electricity and/or gas services. Commissions for Commercial & Industrial: 30% to 33.33% of the commission the broker receives from the retailer, for Small Market Enterprises or Residential: \$25 to \$150 per energy agreement.

Training services received/provided to the strata managing agent by external service providers in the last 12 months:

- legal service providers including Chambers Russell Lawyers, Grace Lawyers, Clarke Kann Lawyers, Bannermans Lawyers, Kerin Benson Lawyers and JS Mueller & Co
- insurance service providers CHU Underwriting Agencies Pty Ltd, BAC Insurance Brokers and BCB Strata Insurance Brokers (Body Corporate Brokers Pty Ltd)

Training services received from external service providers are estimated to be in excess of 10 hours per year per manager. The value of which is estimated at \$250 in total.

Estimated Commissions and Training Services Report for the next 12 months

Estimated Commissions likely to be paid to the managing agent in the next 12 months are as follows:

- Insurance commissions: \$2,500.96;
- CommunitySure Management fees to parent entity (PICA Group)*¹: \$0.00
- PICA Group may receive a referral fee from Bulk Energy, Energy Action, E Utility and/or Savant Energy Advisory on the sale and provision of electricity and/or gas if the scheme successfully engages a broker for electricity and/or gas services. Commissions for Commercial & Industrial: 30% to 33.33% of the commission the broker receives from the retailer, for Small Market Enterprises or Residential: \$25 to \$150 per energy agreement.

Training services likely to be received/provided to the managing agent by external service providers in the next 12 months are as follows:

- legal service providers including but not limited to Chambers Russell Lawyers, Grace Lawyers, Clarke Kann Lawyers, Bannermans Lawyers, Kerin Benson Lawyers and JS Mueller & Co.
- insurance service providers CHU Underwriting Agencies Pty Ltd and BCB Strata Insurance Brokers (Body Corporate Brokers Pty Ltd)

We estimate the training services received from external service providers will be in excess of 10 hours per year per manager. The value of which is estimated at \$250 in total.

*¹ Please refer to the Additional Notes at the end of the agenda for additional information about insurance disclosures about the CommunitySure product.

Motion Result: Motion CARRIED.

6. VALUATION

- 6.1 That the owners corporation obtain a replacement cost estimate (valuation) for insurance purposes.

Motion Result: Motion DEFEATED.

- 6.2 That the managing agent be authorised to adjust the building sum insured in line with the insurance valuation upon receipt.

Motion Result: Motion DEFEATED.

7. AUDITOR

- 7.1 That an auditor be appointed and that auditor be Kelly + Partners.

Motion Result: Motion DEFEATED.

8. CAPITAL WORKS FUND PLAN

- 8.1 That the owners corporation confirms receipt of the capital works analysis prepared by Leary & Partners Pty Ltd on 15/04/2019.

Motion Result: Motion CARRIED.

- 8.2 That the strata managing agent be instructed to obtain quotations to prepare a 10-year capital works fund plan and the strata committee be authorised to provide directions in relation to the appointment of a consultant to prepare the 10-year capital works fund plan.

Motion Result: Motion DEFEATED.

9. RESTRICTED MATTERS

- 9.1 That there be no additional restrictions placed on the strata committee other than those currently imposed by Section 36 (3) of the Act.

Motion Result: Motion CARRIED.

- 9.2 That in the event the preceding motion is defeated the owners corporation determine restrictions to be placed on the strata committee.

Motion Result: Motion lapsed as RESTRICTED MATTERS was CARRIED

10. GST REGISTRATION

- 10.1 That the Owners Corporation resolves to confirm its current GST registration.

Motion Result: Motion CARRIED.

11. ENGAGEMENT OF CONTRACTORS

- 11.1 That the owners corporation acknowledges that the 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 Group 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.

Motion Result: Motion CARRIED.

12. ACCOUNTING RECORDS AND BUDGET

- 12.1 That the financial statements including the statement of key financial information for the period ended **30/09/2022** be adopted.

Motion Result: Motion CARRIED.

- 12.2 That estimated receipts and payments (budget) for the administrative fund and the capital works fund as attached to this agenda be adopted.

Motion Result: Motion CARRIED.

13. CONTRIBUTIONS

- 13.1 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 \$90,000.00 plus GST in instalments set out in the table below:

Levy Status	Due date	Amount excl. GST
Already Issued	01/12/2022	\$23,795.52
To be Issued	01/03/2023	\$22,068.16
To be Issued	01/06/2023	\$22,068.16
To be Issued	01/09/2023	\$22,068.16
Total		\$90,000.00

Motion Result: Motion CARRIED.

- 13.2 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 \$40,000.00 plus GST in instalments set out in the table below:

Levy Status	Due date	Amount excl. GST
Already Issued	01/12/2022	\$1,564.06
To be Issued	01/03/2023	\$12,811.98
To be Issued	01/06/2023	\$12,811.98
To be Issued	01/09/2023	\$12,811.98
Total		\$40,000.00

Motion Result: Motion CARRIED.

- 13.3 That the administrative fund and capital works fund contributions be continued at quarterly intervals until further determined:

Administrative Fund Interim Periods

Levy Status	Due date	Amount excl. GST
To be Issued	01/12/2023	\$22,500.00
To be Issued	01/03/2024	\$22,500.00
Total		\$45,000.00

Capital Works Fund Interim Periods

Levy Status	Due date	Amount excl. GST
To be Issued	01/12/2023	\$10,000.00
To be Issued	01/03/2024	\$10,000.00
Total		\$20,000.00

Motion Result: Motion CARRIED.

14. LEVY COLLECTION PROCEDURES

- 14.1 That the Owners – Strata Plan 457, 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 35 days after the levy due date;
 - b. Levy Recovery Step 2: issue 1st levy recovery letter 60 days after the levy due date;
 - c. Levy Recovery Step 3: issue 2nd levy recovery letter 75 days after the levy due date;
 - d. Levy Recovery Step 4: 106 days after the original date the levy was due, and where the debt is in excess of \$2,000.00, or another amount determined by the strata committee, 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 – Plan No 457 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. Enforce any judgment obtained in the collection of levy contributions including commencing and maintaining bankruptcy or winding up proceedings,
 - f. Filing an appeal or defending an appeal against any judgment concerning the collection of levy contributions; and
 - g. Liaise, instruct and prepare all matters with the owners corporations debt collection agents, lawyers and/or experts in relation to any levy recovery proceedings.

Motion Result: Motion CARRIED.

- 14.2 That the Owners – Strata Plan 457, delegate and authorise the functions to the **strata committee** to make changes to the above debt recovery process on behalf of the owners corporation from time-to-time as they see fit.

Motion Result: Motion CARRIED.

- 14.3 That the Owners – Strata Plan 457, 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 committee to approve payment plans generally or for specific lot owners.

Motion Result: Motion CARRIED.

15. VOTING BY ELECTRONIC MEANS

- 15.1 That pursuant to Regulation 14 (1) (a) and Regulation 14 (1) (b) of the *Strata Schemes Management Regulation 2016 (NSW)*, the owners corporation approve the adoption of voting partly by electronic pre-meeting voting, whilst also allowing the adoption of voting by teleconference or video conference while participating from a remote location, for the next general meeting of the owners corporation.

Motion Result: Motion CARRIED.

16. APPROVE PREMIER PAINTING QUOTE

- 16.1 That the Owners Corporation resolve to approve the quote received from Premier Painting dated 25.7.2022 for external painting- wooden elements including windows for a total of \$49,445.00 incl. GST

Scope of Works:

Preparation Grade: EXT 1: (Wooden elements including windows – sanding, filling, caulking) – wipe down of existing previously painted surfaces as necessary, fill small holes, cracks & joints between substrates. Removal & replacement of loose putty.

Attention to most dominant (4mm interior depth & above) existing irregularities, application defects, depressions, scratches, or inconsistent textures.

Motion Result: Motion DEFEATED.

Notes: Updated quotes were not received prior to the meeting; the strata committee will review updated quotes once provided and confirm approval for their selected contractor.

17. APPROVE DUKES PAINTING QUOTE

- 17.1 That the Owners Corporation resolve to approve the quote received from Dukes Painting dated 25.7.2022 for external painting - External side of all timber windows & window frames • Internal side of common stairwell timber windows & window frames total \$62,722.00 incl. GST.

Motion Result: Motion DEFEATED.

Notes: Updated quotes were not received prior to the meeting; the strata committee will review updated quotes once provided and confirm approval for their selected contractor.

18. STRATA COMMITTEE NOMINATIONS

- 18.1 That nominations for election to the strata committee be received, declared and recorded. Nominations received prior to the issuing of this notice are noted below under "Election of Committee".

Motion Result: Motion CARRIED.

- 18.2 That candidates for election to the strata committee disclose any connections with the original owner (developer) or building manager in accordance with the Act.

NOTED that NO candidate disclosed any “connections” with the original owner (developer) or building manager in accordance with the Act.

Motion Result: Motion CARRIED.

- 18.3 That the number of members of the strata committee be determined at four (4) members.

Motion Result: Motion CARRIED.

19. STRATA COMMITTEE ELECTION

B Estrich, J Miller, K Smith, M Zantiotis have been elected to the committee.

Closure

There being no further business the Chairperson declared the meeting closed at 7:00 PM.

Strata Company Professional Standards Disclosure

Liability limited by a scheme approved under Professional Standards Legislation.

05 December 2022

ANNUAL GENERAL MEETING

THE OWNERS - STRATA PLAN NO 457
FARRELL AVENUE 3A
3A FARRELL AVENUE, DARLINGHURST, NSW, 2010

Dear Owner,

Please find enclosed your notice, agenda, voting paper and associated supporting documents for the upcoming general meeting for Strata Plan 457.

The Meeting is scheduled to be held as follows:

DATE:	Tuesday 20 December 2022
COMMENCEMENT:	6:00 PM
LOCATION:	Video Conference: https://meet.gkstrata.com.au/292941159

The attached document contains:

- Notice of Meeting:** Which details the date, time and location of the meeting.
- Agenda:** List of items for consideration at the meeting.
- Instructions:** Including attendance, meeting procedures and voting rights.
- Attachments:** Supporting documents and forms for voting and updating of your details.

We ask that you read the information carefully as the matters to be considered will impact the running of your scheme and sets out your rights and responsibilities in respect of the meeting.

We encourage you to attend the meeting, however we understand that you may not be able to attend yourself. If you are not able to attend, we have provided the required proxy form to enable you to ensure that votes are recorded for your lot(s). Instructions are also included to assist you with submitting valid proxy forms.

Please also consider registering your email address using the attached form to receive agendas and minutes of meetings, and other notices via email.

If you require any further information or assistance in relation to the meeting, you are welcome to contact our office.

Regards
Zoe Karageorge
Licensed Strata Managing Agent
Liability limited by a scheme approved under Professional Standards Legislation.

NOTICE OF ANNUAL GENERAL MEETING

THE OWNERS - STRATA PLAN NO 457
FARRELL AVENUE 3A
3A Farrell Avenue, DARLINGHURST, NSW, 2010



Date & Time: The meeting is scheduled to commence at 6:00 PM on Tuesday 20 December 2022.

Please arrive 15 minutes prior to the meeting start for registration.



Location: The meeting will be held at Video Conference:
<https://meet.gkstrata.com.au/292941159>.



Video Conference: Please use the link above to join the video conference. Further instructions are available online at: <https://meet.picagroup.com.au/guide>



Phone Dial In: 1800 517 309 (Microsoft Teams - Toll Free Number)

Enter Meeting ID: 292 941 159#

Important Notice – COVID 19

To provide the safest possible environment for face-to-face meetings for our staff and customers, we kindly ask that you refrain from attending meetings in person should any of the following apply to you:

- Showing COVID-19 symptoms such as fever, cough, sore throat or shortness of breath. For more information on identifying symptoms of COVID-19, go to www.health.gov.au/resources/publications/coronavirus-covid-19-identifying-the-symptoms, or
- Have been in contact with someone that is confirmed to have COVID-19, or
- Have visited a hot spot in the last 14 days or reside in a COVID-19 declared area.

In this event, please contact your strata manager to discuss what other options are available to you to vote.

Please note that in arranging the venue for face-to-face meetings, we take all possible steps to ensure that the meeting room has sufficient capacity for the meeting to be held. In the unavoidable circumstance that there are more attendees than the number permitted, a face-to-face meeting would need be adjourned to ensure the safety of all attendees. Before adjourning, the owners may agree for non-voting attendees to remove themselves from the meeting if this means that the meeting can then proceed safely.

AGENDA

Preliminaries

COVID-19:

That all in-person attendees (if any) confirm they:

- Do not have any symptoms (even minor) such as fever, cough, sore throat or shortness of breath.
- Do not have a temperature;
- Have not been in contact with anyone that is confirmed to have COVID-19; or
- Have not visited a hot spot in the last 14 days or reside in a COVID-19 declared area.

CHAIRPERSON FOR THE MEETING:

That the meeting elect a chairperson.

CALLING OF THE ROLL:

Those Present; Present by Proxy; Voting rights; Those in Attendance; Apologies.

Motions

1. MINUTES

Motions

- 1.1. That the minutes of the last general meeting of the Owners Corporation, held on 29/08/2022, be confirmed as a true record of the proceedings of that meeting.

Explanatory Note

Clause 8 (1) (a) of Schedule 1 to the Act requires that any general meeting of a strata scheme include a form of a motion to confirm the minutes of the last general meeting.

2. COMPLIANCE MEASURES

Motions

2.1. (Annual Fire Safety Statement)

That the Owners Corporation consider the current Annual Fire Safety Statement and determine any action required.

- 2.2. 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:

- a. ensure all fire safety measures are maintained in accordance with the *Environmental Planning and Assessment Regulation*; and,
- b. declare that each fire safety measure has been assessed by an appropriately qualified accredited practitioner (fire safety); and,
- c. issue the fire safety statement accordingly.

- 2.3. 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 the Act.

Explanatory Note

Pursuant to the Act, the Owners Corporation is required to consider the matter of an annual fire statement and arrangements (AFSS) for obtaining the next fire safety statement. In accordance with the Environmental Planning and Assessment Regulation, an AFSS is required for all buildings that have statutory fire safety measures in place (e.g. fire doors, exit signs, smoke alarms, fire hydrant systems). The AFSS is to be provided to the local council and Commissioner of Fire and Rescue NSW. Failure to provide an AFSS may result in fines and/ or legal action. Failure to provide an AFSS will also need to be reported to the insurer of the building.

Note - All Essential Fire Safety Measures are required to be maintained by the Owners Corporation in accordance with the Environmental Planning and Assessment Regulation.

2.4. (Window safety devices reinspection)

That the Owners – Strata Plan No 457, resolve to undertake an inspection 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 Management Regulation 2016* and that the appointment of an appropriately qualified third party to undertake this inspection be delegated to the strata committee.

- 2.5. That following the inspection of window safety devices the Owners – Strata Plan No 457, authorize 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*.

Explanatory Note

To prevent children falling from windows, strata schemes containing residential lots in NSW must be fitted with compliant devices that enable their windows to be locked at 12.5cm when the devices are engaged. Owners corporations must have devices installed on all common property windows above the ground floor (where a window is 2 meters above the ground floor outside, and/or less than 1.7 meters above the inside floor surface) by 13 March 2018. The Act places a strict obligation on the owners corporation to maintain the common property inclusive of such devices. Therefore, it is appropriate for the owners corporation to consider the frequency within which they wish to inspect, maintain, and certify such devices. A failure to observe the strict obligation to repair and maintain the common property can result in the owners corporation being sued for damages by a lot owner if the failure to repair can be shown to have resulted in a foreseeable loss suffered by the owner, see section 106 (5) of the Act.

2.6. **(Safety Audit Report)**

That the owners corporation appoint a consultant to undertake a safety audit report of the strata scheme to identify any risks that may affect the common areas.

Explanatory Note

The conduct of a Safety Audit report is to ensure that the strata scheme meets its obligations under Work Health and Safety legislation.

2.7. **(Asbestos Survey)**

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).

Explanatory Note

The Work Health and Safety legislation requires landowners to take action to ensure that their property does not contain asbestos. The penalties for not doing so under the legislation are quite severe. Personal injury damages, depending upon the circumstances, may also be brought under common law.

The motion above is a prudent measure to deal with a potential health risk to lot owners, contractors and visitors and to ensure punitive legal action is not taken against the owners corporation for a failure to ensure the property does not contain asbestos.

If the property is found to contain loose-fill, or other types of asbestos, the managing agent recommends that a further meeting is convened to engage legal and other experts to advise you on the options available to you.

Buildings constructed after 31st December 2003 should not contain any asbestos, as it was banned from use in the construction industry. That said, it would be prudent to have one inspection to ensure that asbestos has not been added to the building after that date such as to ensure loose-fill was not subsequently used for insulation.

2.8. **(Other compliance measures)**

That the owners corporation consider any additional compliance matters for the scheme and determine any appropriate action (if required).

Explanatory Note

The compliance measures noted in the previous motions are common requirements for landowners and residential buildings such as strata plans. The different design and construction of buildings may result in the common property having items that also need to be checked and maintained to ensure they are in appropriate working order or condition. These additional items may include, for example, anchor points, cooling towers etc. Such items should be noted, and appropriate measures put in place to ensure they are compliant with any required standard and that they are being properly maintained.

3. UTILITIES AGREEMENTS

Motions

3.1. That the owners corporation consider 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: AGL*
- Contract length: Unknown*
- Annual amount: (refer to the financial statement)*
- Renewal/expiry date: Unknown*

Water:

- Supplier: Sydney Water*
- Contract length: Ongoing*
- Annual amount: (refer to the financial statement)*
- Renewal/expiry date: Ongoing*

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. That the Owners Corporation instruct the Managing Agent to:

- i. engage a broker or other type of specialist if required;
- ii. disclose data and information of the Owners Corporation related to the utility if required; and,
- iii. sign a letter of authority to authorise the broker to acquire and provide quotes.

Explanatory Note

As a result of its consideration of the previous motion, if the Owners Corporation determine that it is appropriate to investigate new supply agreements, then the above motion provides the relevant authorisation. Brokers are commonly used to find and secure competitive rates for the supply of utilities within the industry. For a complicated utility arrangement such as an Embedded Network, an external specialist may be required to provide an assessment for which an additional cost may be applicable. Authorising the Managing Agent to share the schemes information and data regarding the utility and scheme is important to ensure the scheme receives a meaningful assessment of the costs involved. Information may include the supply address, ABN, NMI / MIRN, previous utility statements, building size etc. A broker may require a letter of authority to receive the schemes interval data and to approach retailers on behalf of the Owners Corporation. Additional work by the Managing Agent may incur an additional cost at the normal hourly rate noted in the agency agreement.

3.3. That the Owners Corporation appoint the Chairperson to approve entry by the Owners Corporation into an utility agreement of up to 3 years provided that, in the opinion of the Chairperson, it is more financially beneficial for the Owners Corporation than its current 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 an utility agreement behalf of the Owners Corporation as instructed by the Chairperson.

Explanatory Note

Most large market electricity contracts are valid for 2-4 business days due to constraints in the energy industry. Other utility agreements may also be timebound due to volatility in the industry. This motion authorises the Chairperson to approve entry into an energy contract on behalf of the Owners Corporation once a tender analysis or assessment has been provided. The legislation provides that normal utility agreements can only be for a maximum period of 3 years.

4. INSURANCES

Motions

4.1. That the owners corporation confirm that the following insurance policies are currently in place:

Current Insurance Details

Policy Number	Underwriter	Current To	Risk Type	Coverage Amount
P-006732	Axis Underwriting	30 Jun 2023	BUILDING	\$7,089,105.00
			PUBLIC LIABILITY	\$30,000,000.00
			OFFICE BEARERS	\$2,000,000.00
			MACHINERY BREAKDOWN	\$100,000.00
			COMMON AREA CONTENTS	\$70,891.00
			LOSS OF RENT	\$1,063,366.00
			CATASTROPHE	\$2,126,732.00
			FIDELITY GUARANTEE	\$100,000.00
			PERSONAL ACCIDENT	\$200,000.00
			PAINT	Included
			LEGAL DEFENCE COSTS	\$50,000.00
			FLOATING FLOORS	Included
			WH & S BREACHES	\$100,000.00
			GOVT AUDIT COSTS	\$25,000.00
LOT OWNERS FIXTURES	\$250,000.00			
TOTAL PREMIUM: \$15,269.15				

Date on which the premiums were last paid: **27/06/2022**

- 4.2. That the insurances of the owners corporation be extended to include any additional optional insurances not covered in the above table.
- 4.3. That the owners corporation confirm that it does NOT employ workers with total annual wages exceeding \$7,500.00 and therefore will not require workers compensation insurance for the coming year.
- 4.4. 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. 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.

Explanatory Note

Part 1 provides for the existing insurances to be confirmed.

Part 2 provides for additional insurances.

Part 3 confirms or otherwise a need to have in place workers compensation insurance. Section 164 (1) (a) of the Act notes that certain strata schemes may be required to have in place workers compensation insurance.

Part 4 provides to cover the authorisation of the managing agent to disclose information to the insurer that may affect the coverage of the insurance policy, is a necessary measure to ensure the scheme is appropriately covered in the circumstances where the scheme may have a claim for an insurable event. A claim may be denied if it were ascertained that certain information relevant to the appropriate policy provision was not disclosed.

Part 5 provides authority to ensure that the owners corporations insurances are maintained in the absence of alternate instructions in line with an insurer's or broker's recommendations.

A full copy of the current insurance policies is available upon request through your strata manager.

5. COMMISSIONS AND TRAINING SERVICES

Motions

- 5.1. 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.

Reporting details:

Commissions and Training Services Report for the last 12 months

Commissions received that have been paid to the managing agent in the last 12 months are as follows:

- *Insurance commissions: \$2,119.46;*
- *CommunitySure Management fees to parent entity (PICA Group)*1: \$0.00*
- *PICA Group may have received a referral fee from Bulk Energy, Energy Action, E Utility and/or Savant Energy Advisory on the sale and provision of electricity and/or gas if the scheme has successfully engaged a broker for electricity and/or gas services. Commissions for Commercial & Industrial: 30% to 33.33% of the commission the broker receives from the retailer, for Small Market Enterprises or Residential: \$25 to \$150 per energy agreement.*

Training services received/provided to the strata managing agent by external service providers in the last 12 months:

- *legal service providers including Chambers Russell Lawyers, Grace Lawyers, Clarke Kann Lawyers, Bannermans Lawyers, Kerin Benson Lawyers and JS Mueller & Co*
- *insurance service providers CHU Underwriting Agencies Pty Ltd, BAC Insurance Brokers and BCB Strata Insurance Brokers (Body Corporate Brokers Pty Ltd)*

Training services received from external service providers are estimated to be in excess of 10 hours per year per manager. The value of which is estimated at \$250 in total.

Estimated Commissions and Training Services Report for the next 12 months

Estimated Commissions likely to be paid to the managing agent in the next 12 months are as follows:

- *Insurance commissions: \$2,500.96;*
- *CommunitySure Management fees to parent entity (PICA Group)*1: \$0.00*
- *PICA Group may receive a referral fee from Bulk Energy, Energy Action, E Utility and/or Savant Energy Advisory on the sale and provision of electricity and/or gas if the scheme successfully engages a broker for electricity and/or gas services. Commissions for Commercial & Industrial: 30% to 33.33% of the commission the broker receives from the retailer, for Small Market Enterprises or Residential: \$25 to \$150 per energy agreement.*

Training services likely to be received/provided to the managing agent by external service providers in the next 12 months are as follows:

- *legal service providers including but not limited to Chambers Russell Lawyers, Grace Lawyers, Clarke Kann Lawyers, Bannermans Lawyers, Kerin Benson Lawyers and JS Mueller & Co.*
- *insurance service providers CHU Underwriting Agencies Pty Ltd and BCB Strata Insurance Brokers (Body Corporate Brokers Pty Ltd)*

We estimate the training services received from external service providers will be in excess of 10 hours per year per manager. The value of which is estimated at \$250 in total.

**1 Please refer to the Additional Notes at the end of the agenda for additional information about insurance disclosures about the CommunitySure product.*

Explanatory Note

Pursuant to Section 60 and Clause 9 (g) of Schedule 1 to the Act a form of motion must be included in the AGM to disclose commissions paid to the managing agent and those commissions likely to be payable to the managing agent in the next 12 months.

6. VALUATION

Motions

- 6.1. That the owners corporation obtain a replacement cost estimate (valuation) for insurance purposes.

- 6.2. That the managing agent be authorised to adjust the building sum insured in line with the insurance valuation upon receipt.

Explanatory Note

The Strata Schemes Management Act 2015 and the Strata Schemes Management Regulation 2016 (see regulation 39) requires that the minimum amount for which a building is to be insured is to be calculated to take into account cost changes over a period of 24 months – a period that represents the possible time it may take to re-build in the event of a total destruction of a building. We recommend that all owners corporations undertake a replacement cost valuation by a registered valuer to ensure that the building(s) is properly insured in accordance with this legislation. The managing agent also suggests that it is prudent to have a valuation undertaken every 2 or 3 years. The last valuation was undertaken on 30/6/20.

7. AUDITOR

Motions

- 7.1. That an auditor be appointed and that auditor be Kelly + Partners.

Explanatory Note

Section 95 of the Act makes it compulsory for large strata schemes (more than 100 Lots) and for schemes with an annual budget of more than \$250,000 to have their financial accounts audited before presentation at the AGM.

Regulation 21 defines the term annual budget to include any income the owners corporation receives from any other source (i.e. other than levies) as well as other amounts held by the owners corporation (e.g. capital works and other reserves) for its use.

8. CAPITAL WORKS FUND PLAN

Motions

- 8.1. That the owners corporation confirms receipt of the capital works analysis prepared by Leary & Partners Pty Ltd on 15/04/2019.

- 8.2. That the strata managing agent be instructed to obtain quotations to prepare a 10-year capital works fund plan and the strata committee be authorised to provide directions in relation to the appointment of a consultant to prepare the 10-year capital works fund plan.

Explanatory Note

Section 80 of the Act requires that all schemes must prepare a 10-year capital works fund plan and review it at least once every five years. The motion makes the owners corporation both aware of this requirement as well as tracking the implementation of the plan.

9. RESTRICTED MATTERS

Motions

- 9.1. That there be no additional restrictions placed on the strata committee other than those currently imposed by Section 36 (3) of the Act.

- 9.2. That in the event the preceding motion is defeated the owners corporation determine restrictions to be placed on the strata committee.

Explanatory Note

Section 36 (3) of the Act and Clause 6 (a) of Schedule 1 to the Act require that the owners corporation decide if any matter or class of matter is to be determined in a general meeting rather than at a strata committee meeting.

Note, changes to the prescribed powers of the strata committee in the form of additional restrictions may require significantly more general meetings and may lead to less timely decision making and additional significant administrative costs.

10. GST REGISTRATION

Motions

10.1. That the Owners Corporation resolves to confirm its current GST registration.

Explanatory Note

Where total revenue is more than \$150,000 GST registration is compulsory. This motion is included for the purposes of transparency in as much as levies are being raised plus GST. By being registered for GST, the Strata Schemes may claim the income tax input tax credit, or the GST, paid on contractor's invoices.

11. ENGAGEMENT OF CONTRACTORS

Motions

11.1. That the owners corporation acknowledges that the 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 Group 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.

Explanatory Note

The owners corporation has a duty of care to ensure the safety of its owners, tenants, visitors, contractors and any members of the general public who access the common areas of their property. It is therefore essential that any contractors engaged to perform any services at the property assume the same obligations.

The risks involved in engaging contractors are significantly increased when they do not meet the minimum requirements noted in the table above. Any damage caused to property or persons resulting from any accidents or incidents caused by the contractor, places the owners corporation at risk.

As per the strata management agency agreement entered into by the managing agent and the owners corporation, the agent will continue to effect repairs and maintenance, as defined under that agreement, to the common property through the engagement of qualified tradespersons and or companies.

The owners corporation, through its committee, take full responsibility for the engagement and direction of contractors who have not achieved the minimum requirements and understand and acknowledge the associated risks.

The managing agent will take no responsibility for any consequences arising from the engagement of any contractors (including, but not limited to, verification of GST registration and tax liability of the contractors) and will not perform any services other than to provide the administration tasks in relation to the payment of invoices raised by those contractors.

12. ACCOUNTING RECORDS AND BUDGET

Motions

12.1. That the financial statements including the statement of key financial information for the period ended **30/09/2022** be adopted.

- 12.2. That estimated receipts and payments (budget) for the administrative fund and the capital works fund as attached to this agenda be adopted.

Explanatory Note

Any general consideration of the accounting records and projected estimates of receipts would seem prudent prior to the next motion that deals with a decision as to the size of the Administrative and Capital Works Funds. A copy of the current financial statements is attached to this notice. The scheme's financial statements are prepared to comply with provisions of the Strata Schemes Management Act 2015. Should you have any queries regarding the financial statements or the proposed budget, it is requested that you contact the strata manager prior to the meeting as it may not be possible to answer detailed queries at the meeting.

Section 85 (4) of the Act provides that an owners corporation may resolve that an individual lot owner or lot owners may pay 10 per cent less of a contribution levied provided it is paid before the date on which the levies become due and payable.

13. CONTRIBUTIONS

Motions

- 13.1. 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 \$90,000.00 plus GST in instalments set out in the table below:

Levy Status	Due date	Amount excl. GST
Already Issued	01/12/2022	\$23,795.52
To be Issued	01/03/2023	\$22,068.16
To be Issued	01/06/2023	\$22,068.16
To be Issued	01/09/2023	\$22,068.16
Total		\$90,000.00

- 13.2. 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 \$40,000.00 plus GST in instalments set out in the table below:

Levy Status	Due date	Amount excl. GST
Already Issued	01/12/2022	\$1,564.06
To be Issued	01/03/2023	\$12,811.98
To be Issued	01/06/2023	\$12,811.98
To be Issued	01/09/2023	\$12,811.98
Total		\$40,000.00

- 13.3. That the administrative fund and capital works fund contributions be continued at quarterly intervals until further determined:

Administrative Fund

Interim Periods

Levy Status	Due date	Amount excl. GST
To be Issued	01/12/2023	\$22,500.00
To be Issued	01/03/2024	\$22,500.00
Total		\$45,000.00

Capital Works Fund

Interim Periods

Levy Status	Due date	Amount excl. GST
To be Issued	01/12/2023	\$10,000.00
To be Issued	01/03/2024	\$10,000.00
Total		\$20,000.00

Explanatory Note

The Act requires that the owners corporation determine the level of contributions to be made to the administrative fund and capital works fund. The actual size of the levy for each member of the strata scheme is to be made in the same proportion that their unit entitlement bears to the total unit entitlement for the strata scheme.

14. LEVY COLLECTION PROCEDURES

Motions

- 14.1. That the Owners – Strata Plan 457, 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 35 days after the levy due date;
 - b. Levy Recovery Step 2: issue 1st levy recovery letter 60 days after the levy due date;
 - c. Levy Recovery Step 3: issue 2nd levy recovery letter 75 days after the levy due date;
 - d. Levy Recovery Step 4: 106 days after the original date the levy was due, and where the debt is in excess of \$2,000.00, or another amount determined by the strata committee, 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 – Plan No 457 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. Enforce any judgment obtained in the collection of levy contributions including commencing and maintaining bankruptcy or winding up proceedings,
 - f. Filing an appeal or defending an appeal against any judgment concerning the collection of levy contributions; and
 - g. Liaise, instruct and prepare all matters with the owners corporations debt collection agents, lawyers and/or experts in relation to any levy recovery proceedings.
- 14.2. That the Owners – Strata Plan 457, delegate and authorise the functions to the **strata committee** to make changes to the above debt recovery process on behalf of the owners corporation from time-to-time as they see fit.
- 14.3. That the Owners – Strata Plan 457, 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 committee to approve payment plans generally or for specific lot owners.

Explanatory Note

The purpose of this motion is to put in place a levy recovery procedure for your strata scheme which will allow the strata managing agent and/or the strata committee to take debt collection and legal action to recover levy arrears, unpaid interest and other debts (such as debt collection/legal costs incurred in recovering levy arrears) against any lot owner in the strata scheme and to comply with the provisions of Section 103 of the Act by authorising the strata manager and/or the strata committee to undertake the levy recovery procedure outlined in the motion. This motion further serves as a notice to all lot owners to be alerted to the strata schemes debt recovery procedure for the recovery of levy arrears, interest and other debts. Levy Recovery Steps 2, 3 and 4 will incur a cost to the plan which will be added to the lot owner's account for reimbursement to your strata account pursuant to Section 86 of the Act. It can be noted that the 'trigger' to engage the services of a debt collection agency and legal assistance is a combination of the expiration of a defined period (106 days) after the levy was due and a monetary value of the debt (\$2,000.00). Although this combination is one recommended by your managing agent, both aspects of this trigger are open for amendment by the owners of the strata scheme.

Section 85 of the Act requires that interest is charged at 10%, neither the strata committee nor the strata managing agent are authorised to waive or refund interest charged. A general meeting motion needs to be resolved to waive or refund interest.

15. VOTING BY ELECTRONIC MEANS

Motions

- 15.1. That pursuant to Regulation 14 (1) (a) and Regulation 14 (1) (b) of the *Strata Schemes Management Regulation 2016 (NSW)*, the owners corporation approve the adoption of voting partly by electronic pre-meeting voting, whilst also allowing the adoption of voting by teleconference or video conference while participating from a remote location, for the next general meeting of the owners corporation.

Explanatory Note

Regulation 14 provides that an owners corporation or strata committee may adopt various electronic means of voting to apply to the next meeting of the owners corporation or strata committee. The motion above is to allow electronic voting through the means of pre-meeting voting by email and in addition by means of teleconference or videoconference whilst participating from a "remote location". Regulation 14 allows for such a combination of these forms of participation in a meeting, but that teleconference or videoconference are to be undertaken whilst participating from a "remote location". In view of the government restrictions imposed on everyone's movement and assembly during the Covid-19 pandemic emergency, the interpretation of "remote location" is that participation must occur at any other location other than a single location that would be used for face-to-face general meetings. As electronic pre-meeting voting is part of this combination of participating, election of a strata committee cannot be held.

16. APPROVE PREMIER PAINTING QUOTE

Motions

- 16.1. That the Owners Corporation resolve to approve the quote received from Premier Painting dated 25.7.2022 for external painting- wooden elements including windows for a total of \$49,445.00 incl. GST

Scope of Works:

Preparation Grade: EXT 1: (Wooden elements including windows – sanding, filling, caulking) – wipe down of existing previously painted surfaces as necessary, fill small holes, cracks & joints between substrates. Removal & replacement of loose putty.

Attention to most dominant (4mm interior depth & above) existing irregularities, application defects, depressions, scratches or inconsistent textures.

Explanatory Note

An updated quote will be tabled at the meeting.

17. APPROVE DUKES PAINTING QUOTE

Motions

- 17.1. That the Owners Corporation resolve to approve the quote received from Dukes Painting dated 25.7.2022 for external painting - External side of all timber windows & window frames • Internal side of common stairwell timber windows & window frames total \$62,722.00 incl. GST

18. STRATA COMMITTEE NOMINATIONS

Motions

- 18.1. That nominations for election to the strata committee be received, declared and recorded. Nominations received prior to the issuing of this notice are noted below under "Election of Committee".
- 18.2. That candidates for election to the strata committee disclose any connections with the original owner (developer) or building manager in accordance with the Act.

18.3. That the number of members of the strata committee be determined.

Explanatory Note

The Act requires that the owners corporation elect a strata committee. Clause 5 of Schedule 1 to the Act allows nominations to be in writing before the commencement of the AGM. Oral nominations can be made at the meeting. After the chairperson declares nominations have closed, the owners corporation must resolve the size of the committee. Section 30 of the Act requires that for 2 lot strata schemes, the strata committee must comprise an owner of each lot who is the sole owner or company nominee. Where that 2 lot strata scheme has co-owners in either or both lots, only one co-owner for each lot can be nominated and where there is no such nomination, the first named on the strata roll is to be a member of the strata committee. For other small strata schemes, the strata committee is to comprise a maximum of 9 persons.

Clause 5 (2) of Schedule 1 to the Act requires that nominations for candidates for the strata committee must be made by an owner of a lot (who might be unfinancial) or any person entitled to vote at a general meeting of the owners corporation. The nomination must be made with the consent of the nominee either in writing before the meeting or verbally at the meeting. Section 31 (3) states that a sole owner of a lot may not nominate more than one person for election unless the sole owner is an owner of multiple lots in which case they may nominate one person for each lot for which they are an owner.

The inclusion of a table of how the nominations were received is an important record because, for example, Section 35 (1) (b) requires that where a person who is not an owner or company nominee becomes a member of Strata, if the original owner/company who nominated them ceases to be an owner, then that non-owner ceases to be a member of the strata committee. Other noteworthy rules, in relation to nominations, are that: an individual who is not an owner can only be nominated by an owner who is not a candidate for election; a financial co-owner cannot nominate their co-owner of their lot unless they are not a candidate for election; only one co-owner of the same lot may be a member of the strata committee; and, an un-financial owner can nominate a candidate for election but they themselves cannot be nominated [Section 32 (2) and Clause 5 (6) Schedule 1 to the Act].

It is also important to note that pursuant to Section 32 of the Act, a person who is connected with the original owner or building manager of this strata scheme is not eligible to be elected as a member of the strata committee unless certain provisions are met. These are detailed in the "Additional Notes" at the end of this notice.

19. STRATA COMMITTEE ELECTION

That the members of the Committee be elected.

INSTRUCTIONS

Meeting Procedures and Voting Rights for a General Meeting

Definitions

Act – *Strata Schemes Management Act 2015*.

Regulations – *Strata Schemes Management Regulations 2016*.

Meeting Attendance

In person

- We recommend all owners attend general meetings of their scheme wherever possible to ensure they have input in relation to important decisions impacting the functioning of their community. Often general meetings are called to put recommendations from the strata committee to all lot owners for material matters that fall outside of the authority of the elected committee.
- You should ensure you read and bring a copy of this meeting notice and related supporting documents with you to them meeting along with any necessary writing materials for voting purposes.
- If your lot is owned in title by company or corporation your voting rights can only be exercised in person by your company nominee registered on the Strata Roll or by the company's proxy after registration of the company nominee. A copy of the requisite company nominee form has been enclosed with this meeting notice. If you are unsure if your lot has a registered company nominee recorded on the strata roll, please contact our office for further assistance.

By Proxy

- You are able to continue to appoint a proxy to vote on your behalf at a meeting to be held wholly via pre electronic voting, however; we would encourage to register your vote directly rather than utilising this option. If you still wish to appoint a proxy you will need to complete the proxy form enclosed with this meeting notice and return to our office for checking.

NOTE:

For schemes comprising of less than 100 lots you can return the proxy form any time up to the commencement of the meeting.

For schemes comprising more than 100 lots the proxy must be returned and received by the secretary/ or managing agent no later than 24 hours prior to the commencement of the meeting. If your proxy is received after this period (or is complete) the proxy is unable to be legally registered for voting purposes.

Notwithstanding the above statutory provisions, we recommend all owners ensure their proxies are registered with the office of the managing agent well in advance the meeting. This will allow our office to verify receipt, advise of any compliance issues with the proxy form and minimise and administration delays during the conduct of the meeting itself.

- When completing the proxy form, it is important you ensure all sections of the form are completed correctly and in full. The return of an incorrect or incomplete proxy form will prohibit the proxy being registered for voting purposes. Some key areas to note are as follows:
 - Proxy must be dated
 - All names on title must be filled out (and signed by)
 - The name of the nominated proxy holder must be clearly specified (and any alternate proxy)
 - The term of the appoint must be indicated
 - Any restrictions on voting instructions must be specified. This must include any or authority (or otherwise) for the proxy holder to nominate anyone to the strata committee.
 - If the appointment of a managing agent is to be considered voting instruction under section 3 the proxy form must be completed.
- The total number of proxies that may be held by a person (other than proxies held by the person as a co-owner of a lot) voting on a resolution are as follows:
 - If the Strata Scheme has 20 lots or less, one;
 - If the Strata Scheme has more than 20 lots, a number that is equal to not more than 5% of the total number of lots.

NOTE: Recent changes in legislation now provide for a person owning multiple lots in the same strata scheme to be able to appoint a single proxy in respect to all the lots despite circumstances where the above limits are normally placed on the holding of proxies.

- A proxy given to a building manager, on-site residential manager or Strata Managing Agent is invalid if it would obtain or assist in obtaining a pecuniary interest for or confer or assist in conferring any other material benefit on, the proxy.

- Developer (the original owner) restrictions:
 - For the purposes of determining an election for officers of the Owners Corporation or members of the Strata Committee (other than in the case of a poll), the vote of an original owner is to be reduced to one-third of the votes the owner would otherwise have (ignoring any fraction);
 - An original owner cannot vote by proxy or power of attorney on any matter if that proxy or power of attorney was given to it under a contract for the sale of a lot or under an associated contract or arrangement. Accordingly, any provision in a contract for the sale of a lot or associated contract or arrangement that requires the lot owner to give the developer a proxy or power of attorney will be ineffective since that proxy or power of attorney cannot be used;
 - Additionally, any contract to that effect or a term of contract of that kind is unenforceable; and,
 - The original owner or lessor of a leasehold Strata Scheme is not entitled to vote, or exercise a proxy vote, on a matter concerning building defects in, or the rectification of building defects in, building work.

Quorum and Voting Rights

Clause 8, Schedule 1 to the Act requires that the provisions determining a quorum must be included in the notice.

Clause 17, Schedule 1 to the Act specifies the quorum provisions in the following terms:

- **Quorum required for motion or election**

A motion submitted at a General Meeting of an Owners Corporation must not be considered, and an election must not be held, unless there is a quorum present to consider and vote on the motion or on the election.

- **When a quorum exists**

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

- if not less than one-quarter of the number of persons entitled to vote on the motion or election are present either personally or by duly appointed proxy,
- if not less than one-quarter of the aggregate unit entitlement of the Strata Scheme is represented by the persons who are present either personally or by duly appointed proxy and who are entitled to vote on the motion or at the election,
- if there are 2 persons who are present either personally or by duly appointed proxy and who are entitled to vote on the motion or election, in a case where there is more than one owner in the Strata Scheme and the quorum otherwise calculated under this subclause would be less than 2 persons.

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

- **Procedure if no quorum**

If no quorum is present within the next half-hour after the relevant motion or business arises for consideration at the meeting, the chairperson may:

- adjourn the meeting for 7 days, or
- declare that the persons present either personally or by duly appointed proxy and who are entitled to vote on the motion or election constitute a quorum for considering that motion or business and any subsequent motion or business at the meeting.

- **Quorum for adjourned meeting**

If a quorum is not present within the next half-hour after the time fixed for the adjourned meeting, the persons who are present either personally or by duly appointed proxy and who are entitled to vote on the motion or election constitute a quorum for considering that motion or business and any subsequent motion or business at the meeting.

Note: This includes any proxies registered for the original meeting.

Types of Resolutions

- There are three (3) core types of resolutions you will encounter within a meeting of your scheme:
 - **Ordinary resolution:** This is the most common type of motion you will encounter within a strata meeting. The motion is passed if a standard majority of the votes cast are in favour of it;
 - **Special resolution:** This motion requires a higher threshold for passing of a motion and are most commonly seen for matters pertaining to changes to the common property, and changes to by laws for your scheme. The motion is passed if not more than 25% of the value of votes cast are against the resolution. The value of votes cast for special resolutions is calculated on the basis of unit entitlement.
 - **Unanimous resolution:** The motion is passed if no vote is cast against it.
 - **Poll vote:** A poll can be called for or requested for any motion put to a meeting. In a poll vote, votes are calculated on the basis of unit entitlements.

- If you are an owner, your vote does not count if a vote is cast on the same motion by:
 - the mortgagee shown on the strata roll for your lot;
 - the covenant chargee shown on the strata roll for your lot; or
 - in the case of multiple mortgagees or covenant chargees the priority mortgagee or chargee shown on the strata roll for your lot.
 - and if you have received at least two days' notice from the mortgagees or covenant chargees of their intention to exercise their priority vote.

Election of Strata Committee

How can you nominate?

- The following persons are eligible for appointment or election to the strata committee:
 - an individual who is a sole owner of a lot in the strata scheme,
 - a company nominee of a corporation that is a sole owner of a lot in the strata scheme,
 - an individual who is a co-owner of a lot or a company nominee of a corporation that is a co-owner of a lot in the strata scheme, if the person is nominated for election by an owner who is not a co-owner of the lot or by a co-owner of the lot who is not a candidate for election as a member,
 - an individual who is not an owner of a lot in the strata scheme, if the person is nominated for election by an owner of a lot who is not a member, or is not seeking election as a member, of the strata committee.
- To avoid doubt, an individual who is a sole owner of a lot may nominate himself or herself, and an owner that is a corporation may nominate the corporation's company nominee, for election as a member of the strata committee.
- Sole owner of a lot in a strata scheme may not nominate more than one person for election as a member of the strata committee, except as provided by subsection (5).
- Only one co-owner (including a company nominee of a co-owner) of the same lot may be a member of a strata committee at the same time, except as provided by subsection (5).
- A person who is an owner of more than one lot in the strata scheme may nominate one person for election as a member of the strata committee for each lot for which the person is an owner.

Who is not eligible to be nominated:

Sections 7 and 32 of the Act specify certain categories of persons who are not eligible for appointment or election to the Strata Committee or to act as members of the Strata Committee unless they are also the owners of lots in the Strata Scheme. The persons ineligible are as follows:

- an unfinancial owner (unfinancial at the date of notice and did not pay the amounts owing before the meeting);
- the Strata Managing Agent for the Strata Scheme;
- the building manager for the Strata Scheme;
- a person who acts as an agent for the leasing of a lot or lots in the Strata Scheme to tenants;
- a person who is connected with the original owner of the Strata Scheme or the building manager for the scheme, unless the person discloses that connection at the meeting at which the election is held and before the election is held or before the person is appointed to act as a member; and,
- any other person prescribed by the regulations for the purposes of this section.

Annexure to this meeting notice

Email Authority Form
 Proxy Form
 Committee Nomination Form
 457 Previous Minutes
 457 AFSS
 457 Insurance
 457 CWF
 Financial Statements 457
 Quote - Premier Painting - 25072022
 Quote - Dukes Painting - 25072022

E-MAIL NOTIFICATION AUTHORITY

SECTION 1 – RETURN TO

To the Managing Agent for The Owners – Strata Plan 457
C/- GK Strata Management Pty Ltd
Locked Bag 22, Haymarket NSW 1240

info@gkstrata.com.au

SECTION 2 – ABOUT THIS FORM

Those owners that are not currently receiving agendas and minutes of meetings and other notices via email are requested to complete the Email Notification Authority attached to this notice of meeting and return such to the strata managing agent to help reduce future mailing and photocopying costs of your strata scheme. Once submitted, the strata managing agent will update its records so that future notices and minutes of meetings and other notices can be forwarded to you via email.

Should you have any questions regarding the above matter, please do not hesitate to contact your strata managing agent.

SECTION 3 – EMAIL NOTIFICATION AUTHORITY

In accordance with Section 263 of the *Strata Schemes Management Act 2015* on Electronic Transmission of Notices.

Note: For owners in a large strata scheme only (i.e., with more than 100 lots excluding utility lots), this authority constitutes an on-going request to receive the minutes of general and strata committee meetings via email until further notice.

Lot Number	
Owner Name/s	

<u>Authority for correspondence, meeting notices and minutes</u>	
Email Address	
I / we authorise the Owners Corporation of Strata Plan 457 to forward <u>correspondence, meeting notices and minutes</u> and other notices electronically to the email address listed above.	
Signature of Owner/s	
Date	

<u>Authority for Levy Notices</u>	
Email Address	
I / we authorise the Owners Corporation of Strata Plan 457 to forward <u>Levy Notices</u> electronically to the email address listed above.	
Signature of Owner/s	
Date	

PROXY APPOINTMENT

Strata Schemes Management Act 2015

Approved form under: *Strata Schemes Management Act 2015 (Clause 26 (1) of Schedule 1)*

Date

I/We *[name(s)]*

the owners of lot *[address]*

In Strata Plan No. Appoint *[name of first appointee]*

Of *[first appointee's address]*

as my/our proxy for the purposes of meetings of the owners corporation (including adjournments of meetings).

I/We appoint *[second appointee's name]*

Of *[second appointee's address]*

as my/our proxy for the purposes of meetings of the owners corporation (including adjournments of meetings) if the named above already holds the maximum number of proxies that may be accepted.

Period or number of meetings for which appointment of proxy has effect *[Tick OR tick and complete whichever applies below]:*

- 1 meeting *[please insert number]* meetings
 1 month *[please insert number]* months
 12 months 2 consecutive annual general meetings

(Note: The appointment cannot have effect for more than 12 months or 2 consecutive annual general meetings, whichever is the greater.)

[Tick and complete whichever applies below]:

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

OR

2. This form authorises the proxy to vote on my/our behalf on the following matters only:
[Specify the matters and any limitations on the manner in which you want the proxy to vote.]

3. If a vote is taken on whether (the strata managing agent) should be appointed or remain in office or whether another managing agent is to be appointed, I/we want the proxy to vote as follows:

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

Signature of owner/s

Name *[print]:*

Name *[print]:*

Manager: Zoe Karageorge

GK Strata Management Pty Ltd | ABN 63002630453 | **a:** Locked Bag 22, Haymarket NSW 1240

e: info@gkstrata.com.au | **w:** www.gkstrata.com.au | **p:** (02)82189999

Liability limited by a scheme approved under Professional Standards Legislation.

PROXY APPOINTMENT

Strata Schemes Management Act 2015

NOTES ON APPOINTMENT OF PROXIES

1. This form is ineffective unless it contains the date on which it was made and it is given to the secretary of the owners corporation at least 24 hours before the first meeting in relation to which it is to operate (in the case of a large strata scheme) or at or before the first meeting in relation to which it is to operate (in any other case).
2. This form will be revoked by a later proxy appointment form delivered to the secretary of the owners corporation in the manner described in the preceding paragraph.
3. This proxy is valid for any general meetings held during the period (if any) specified on page 1 of this form. If no period is specified then this proxy ends after 12 months or two annual general meetings, whichever occurs later.
4. If a person holds more than the total number of proxies permissible, the person cannot vote using any additional proxies. The total number of proxies that may be held by a person (other than proxies held by the person as the co-owner of a lot) voting on a resolution are as follows:
 - (a) if the strata scheme has 20 lots or less, one,
 - (b) if the strata scheme has more than 20 lots, a number that is equal to not more than 5% of the total number of lots.
5. A provision of a contract for the sale of a lot in a strata scheme, or of any ancillary or related contract or arrangement, is void and unenforceable to the extent that it:
 - (a) requires the purchaser of a lot, or any other person, to cast a vote at a meeting of the owners corporation at the direction of another person, or
 - (b) requires the purchaser to give a proxy at the direction of another person for the purpose of voting at a meeting of the owners corporation (that is a person cannot rely on any such proxy to cast a vote as a proxy).

NOTES ON RIGHTS OF PROXIES TO VOTE

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

Manager: Zoe Karageorge

GK Strata Management Pty Ltd | ABN 63002630453 | **a:** Locked Bag 22, Haymarket NSW 1240

e: info@gkstrata.com.au | **w:** www.gkstrata.com.au | **p:** (02)82189999

Liability limited by a scheme approved under Professional Standards Legislation.

NOMINATION FOR STRATA COMMITTEE FORM

SECTION 1 – RETURN TO

To the Managing Agent for The Owners – Strata Plan 457
C/- GK Strata Management Pty Ltd
Locked Bag 22, Haymarket NSW 1240

info@gkstrata.com.au

SECTION 2 – ABOUT THIS FORM

Please return this form to Owners Corporation care of your Managing Agent as per **Section 1 above** if you wish nominate a person for election to the Strata Committee. Details who is eligible to nominate is included in your notice of meeting.

SECTION 3 – NOMINATION

Note: If you are nominating another person, the person you are nominating (nominee) must consent to the nomination in writing (Refer to **Section 4** below)

Name of Lot Owner making nomination	
Lot Number	

Name of person being nominated (Nominee):	
Date	
Signature of Lot Owner	

SECTION 4 – CONSENT TO NOMINATION

Please only complete this section if you are not the Owner of the Lot indicated above.

Name of Nominee to the Strata Committee:	
Nominee email	
Nominee postal address	
I consent to the above nomination for the Strata Committee:	
Signature of Nominee	
Date	

MINUTES OF GENERAL MEETING

The Owners – Strata Plan No 457
3A FARRELL AVENUE, DARLINGHURST, NSW, 2010

These are the minutes of the General Meeting for The Owners – Strata Plan No 457 held at Online only commencing at 12:00 PM on Monday 29 August 2022.

Pursuant to Regulation 14 (1) (b) of the *Strata Schemes Management Regulation 2016 (NSW)*, pre-meeting electronic voting was authorised for this meeting.

Lots Represented

<u>Lot No</u>	<u>Name</u>	<u>Capacity</u>
2	P A C Londono	Electronic vote
4	J V Noble	Electronic vote
10	Antoniou Business Investments Pty Ltd	Electronic vote
18	B Estrich	Electronic vote
20	F R Segura & M E M Zantiotis	Electronic vote

In Attendance

Joseph Akkary representing GK Strata Management Pty Ltd.

Chairperson

Joseph Akkary representing GK Strata Management Pty Ltd under delegated authority.

Secretary

Joseph Akkary representing GK Strata Management Pty Ltd under delegated authority.

Motions

1. MINUTES

- 1.1 That the minutes of the last general meeting of the Owners Corporation, held on 02/12/2021, be confirmed as a true record of the proceedings of that meeting.

Motion Result: Motion CARRIED.

Notes: 1 non-financial vote

2. ELECTRICAL WORKS - LOT 4

2.1 The Owners – Strata Plan No. 457 SPECIALLY RESOLVES pursuant to sections 108 and 143 of the *Strata Schemes Management Act 2015* (“Act”) to:

1. Authorise the Owner of Lot 4 to add to, alter and erect new structures on the common property by carrying out the Works (as that term is defined in the Special By-Law set out below), subject to the terms and conditions of the Special By-Law set out below; and
2. Grant the Owner of Lot 4 the exclusive use of the Exclusive Use Area (as that term is defined in the Special By-Law set out below),

subject to the terms and conditions of the Special By-Law set out below, and to make a by-law on the terms and conditions of the Special By-Law set out below, and that notification of this change to the by-laws be lodged for registration in accordance with section 141 of the Act at the Registrar-General’s Office.

Motion required by: JOHN VINCENT NOBLE, the Owner of Lot 4.

Motion Result: Motion CARRIED.

Notes: 1 non-financial vote

Closure

There being no further business the Chairperson declared the meeting closed at 12:30PM.

Strata Company Professional Standards Disclosure

Liability limited by a scheme approved under Professional Standards Legislation.

Fire Safety Statement

Part 9 of the Environmental Planning and Assessment Regulation 2000



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

3A Farrell Avenue, DARLINGHURST

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

SP457

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

4 STOREYS ABOVE GROUND - RESIDENTIAL

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

Name

THE OWNERS OF STRATA PLAN 457 C/ GK STRATA MANAGEMENT

Address

LOCKED BAG 22 HAYMARKET 1238

Section 4: Fire safety measures

Fire safety measure	Minimum standard of performance	Date(s) assessed	APFS *
AUTOMATIC SMOKE DETECTION AND ALARM SYSTEM (TO SOLE OCCUPANCY UNITS)	BCA SPECIFICATION E2.2A CLAUSE 3 AS 3786	06.10.2021	SC
AUTOMATIC RESIDENTIAL FIRE SUPPRESSION SYSTEM (SPRINKLER SYSTEM)	BCA SPECIFICATION E1.5 AS 2118.1	06.10.2021	SC
BUILDING OCCUPANT WARNING SYSTEM (TO SPRINKLER SYSTEM)	BCA SPECIFICATION E2.2A CLAUSE 6	06.10.2021	SC
EMERGENCY LIGHTING	BCA PART E4, AS 2293.1	06.10.2021	SC
ENTRY DOORS TO SOLE OCCUPANCY UNITS	TERM MO. 4 OF MODIFICATION DATED 7 AUGUST 2009	06.10.2021	SC
EXIT SIGNS	BCA PART E4, AS 2293.1	06.10.2021	MB
FIRE ALARM COMMUNICATION LINK (TO SPRINKLER SYSTEM)	BCA SPECIFICATION E2.2A CLAUSE 7 AS 1670.3	06.10.2021	SC
PORTABLE FIRE EXTINGUISHERS	BCA E1.6, AS 2444	06.10.2021	SC

3A Farrell Avenue, DARLINGHURST

SPACE BENEATH REAR EXIT STAIR	TERM MO.5 OF MODIFICATION DATED 7 AUGUST 2009	06.10.2021	MB
SPACE BENEATH FRONT EXIT STAIR	TERM MO.6 OF MODIFICATION DATED 7 AUGUST 2009	06.10.2021	MB

* See notes on page 4 about how to correctly identify an accredited practitioner (fire safety) (APFS).

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

Part of the building inspected	Date(s) inspected	APFS *
All Areas	06.10.2021	SC

* See notes on page 4 about how to correctly identify an accredited practitioner (fire safety) (APFS).

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

Full name	Phone	Email	Accreditation No.*	Signature
MICHAEL BREWITT	0405 508 286	mikeb@eversurefire.com.au	F020307A	
SCOTT COWAN	0406 256 480	scottc@eversurefire.com.au	F048452A	

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

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

Full name	
JOSEPH AKKARY	
Organisation (if applicable)	Title/Position (if applicable)
GK STRATA MANAGEMENT	STRATA MANAGER
Phone	Email
(02) 8218 9999	fire@gkstrata.com.au

The person issuing the statement must not be an APFS listed in section 6 or their employer/employee or direct associate.

Section 8: Annual fire safety statement declaration

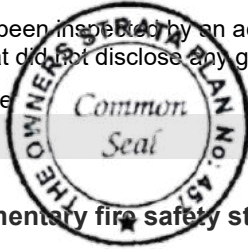
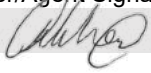
I, [Click here](#) JOSEPH AKKARY (insert full name) being the: owner owner's agent

declare that:

- a) each essential fire safety measure specified in this statement has been assessed by an accredited practitioner (fire safety) and was found, when it was assessed, to be capable of performing:
 - i. in the case of an essential fire safety measure applicable by virtue of a fire safety schedule, to a standard no less than that specified in the schedule, or
 - ii. in the case of an essential fire safety measure applicable otherwise than by virtue of a fire safety schedule, to a standard no less than that to which the measure was originally designed and implemented, and

- b) the building has been inspected by an accredited practitioner (fire safety) and was found, when it was inspected, to be in a condition that did not disclose any grounds for a prosecution under Division 7 of Part 9 of the Regulation.

Owner/Agent Signature



Date issued

18/12/2021

Section 9: Supplementary fire safety statement declaration

I, [Click here](#)

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

declare that each critical fire safety measure specified in the statement has been assessed by an accredited practitioner (fire safety) and was found, when it was assessed, to be capable of performing to at least the standard required by the current fire safety schedule for the building for which this statement is issued.

Owner/Agent Signature

Date issued

Note:

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

SCHEDULE OF ESSENTIAL OR CRITICAL FIRE SAFETY MEASURES

PREMISES: 3A Farrell Avenue, DARLINGHURST NSW 2010

The following items shall be certified:

FIRE SAFETY SCHEDULE

	FIRE SAFETY MEASURE	STANDARD OF PERFORMANCE
1.	Automatic smoke detection and alarm system (to sole occupancy units)	BCA Specification E2.2a Clause 3 AS 3786
2.	Automatic residential fire suppression system (sprinkler system)	BCA Specification E1.5 AS 2118.1
3.	Building Occupant Warning system (to sprinkler system)	BCA Specification E2.2a Clause 6
4.	Emergency lighting	BCA Part E4, AS 2293.1
5.	Entry doors to sole occupancy units	Term Mo. 4 of Modification dated 7 August 2009
6.	Exit signs	BCA Part E4, AS 2293.1
7.	Fire alarm communication link (to sprinkler system)	BCA Specification E2.2a Clause 7 AS 1670.3
8.	Portable fire extinguishers	BCA E1.6, AS 2444
9.	Space beneath rear exit stair	Term Mo.5 of Modification dated 7 August 2009
10.	Space beneath front exit stair	Term Mo.6 of Modification dated 7 August 2009

CERTIFICATE OF CURRENCY

This policy described below is current until 4:00pm on the Expiry Date shown unless cancelled.

Policy Number: P-006732

Policy Class: Axis Residential Strata Insurance Policy

Insured: SP 457

Interested Party:

Interest Insured:

Location: 3A Farrell Avenue
DARLINGHURST

State: NSW

Postcode: 2010

Inception Date: 4:00pm on 30th June 2022

Expiry Date: 4:00pm on 30th June 2023

Sums Insured:	1. Buildings	\$	7,089,105
	Common Contents	\$	70,891
	Loss of Rent	\$	1,063,366
	Option Cover: Floating Floors		Insured
	Option Cover: Loss of Lot/Unit Market Value		Not Insured
	Option Cover: Catastrophe Cover	30%	Insured
	2. Public or Legal Liability	\$	20,000,000
	3. Personal Accident	\$	200,000/2000
	4. Fidelity Guarantee	\$	100,000
	5. Machinery Breakdown	\$	100,000
	6. Office Bearers Legal Liability	\$	2,000,000
	7. Government Audit Costs & Legal Expenses		
	Appeal Expenses	\$	100,000
	Audit Fees	\$	25,000
	Legal Defence Expenses	\$	50,000

Conditions: As Per Quotation, Policy Wording and Endorsements

Underwriters: XL INSURANCE COMPANY SE (AUSTRALIA BRANCH)

Date: 14 June 2022



Axis Underwriting Services Pty Ltd
as Agents of the Insurers

SUMMARY OF CONTRIBUTIONS

15 YEAR PLAN 15 YEAR FORECAST: Starting October 2019
for

MARTIN HALL SP 457

Prepared by Leary & Partners Pty Ltd - Job No. 12975

Dated : 12 April 2019

Fund Balance @ October 2019: \$70,000.00

For the 12 month period ending	Total Contributions	Expected Requirements	Fund Balance*	Interest less Tax
30/09/2020	\$32,649	\$85,428	\$18,138	\$916
30/09/2021	\$34,282	\$22,977	\$29,942	\$500
30/09/2022	\$35,996	\$3,666	\$63,240	\$968
30/09/2023	\$37,796	\$22,009	\$80,521	\$1,494
30/09/2024	\$39,685	\$16,646	\$105,493	\$1,933
30/09/2025	\$41,670	\$110,618	\$38,037	\$1,491
30/09/2026	\$43,753	\$4,456	\$78,545	\$1,211
30/09/2027	\$45,941	\$8,451	\$118,078	\$2,043
30/09/2028	\$48,238	\$105,141	\$63,057	\$1,882
30/09/2029	\$50,650	\$98,269	\$16,263	\$824
30/09/2030	\$46,141	\$58,913	\$3,697	\$207
30/09/2031	\$48,448	\$18,472	\$34,065	\$392
30/09/2032	\$50,870	\$28,181	\$57,708	\$954
30/09/2033	\$53,414	\$48,258	\$64,130	\$1,266
30/09/2034	\$56,084	\$17,049	\$104,922	\$1,757

*This balance includes interest earned on the fund balance and tax payable on these earnings.
We were advised that this scheme is not registered for GST.

Expected Inflation 5.00%
Interest 3.00%
Taxation 30.00%

EXPECTED REQUIREMENTS						FR	RC	12 mths ending	12 mths ending	12 mths ending	12 mths ending	12 mths ending	12 mths ending	12 mths ending	12 mths ending	12 mths ending	12 mths ending
Item	Area	Description	Unit	Qty.	Rate	Yrs	Yrs	30/09/20	30/09/21	30/09/22	30/09/23	30/09/24	30/09/25	30/09/26	30/09/27	30/09/28	30/09/29
								1	2	3	4	5	6	7	8	9	10
#1	Building	Provision for gas pipe upgrade	Item		60,000	1	One off	62,911									
#2	Building	Replace gas hot water boiler	No.	1	8,756	1	12	9,181									
#3	Building	Replace storage hot water system	No.	1	3,039	1	12	3,186									
#4	Building	Replace timber windows (approx. 15%)	m2	20	748	4	7				18,159						
#5	Building	Replace fire jacking pump	No.	1	6,582	5	12					8,388					
#6	Building	Paint building facade	m2	283	182	6	10						68,804				
#7	Building	Replace fire booster pump	No.	1	37,723	9	15										58,438
#8	Building	Replace intercom system	Item		13,173	9	20										20,407
#9	Building	Replace garage door	No.	1	2,036	11	15										
#10	External	Replace metal gates	No.	2	3,254	1	20	6,825									
#11	External	Replace colorbond gate	No.	1	443	2	20		488								
#12	External	Replace external lights (approx. 10%)	No.	1	228	5	5					291					371
#13	External	Replace underground pipework (approx. 30%)	Item		5,238	6	15						7,009				
#14	External	Replace hot water circulating pump (approx. 50%)	No.	1	972	6	6						1,301				
#15	External	Replace bollard light	No.	1	487	9	15										755
#16	External	Replace shared metal fence (approx. 50%)	m	24	312	11	15										
#17	External	Replace aluminium letterboxes	No.	24	135	11	20										
#18	External	Maintain monowills balustrades (approx. 30%)	m	6	362	11	15										
#19	External	Replace shared timber paling fence (approx. 50%)	m	12	107	12	10										
#20	External	Replace clothes lines	No.	1	779	12	15										
#21	External	Maintain external tiles (approx. 25%)	m2	6	226	15	10										
#22	Lobbies	Replace batteries to emergency lights (approx. 25%)	No.	5	165	1	1	865	908	953	1,001	1,051	1,103	1,159	1,217	1,277	1,341
#23	Lobbies	Maintain floor/wall tiles	m2	71	228	2	One off		17,787								
#24	Lobbies	Replace emergency light fittings (approx. 25%)	No.	5	413	5	5					2,635					3,363
#25	Lobbies	Replace fire detectors (approx. 20%)	No.	3	337	5	5					1,290					1,646
#26	Lobbies	Paint walls and ceilings	m2	764	28	6	8						28,419				
#27	Lobbies	Replace signage to doors	No.	23	65	8	12									2,213	
#28	Lobbies	Replace door hardware (approx. 5%)	No.	2	528	8	4									1,559	
#29	Lobbies	Replace carpet	m2	148	79	9	10										18,055
#30	Lobbies	Replace fire extinguisher	No.	3	403	10	15										1,965
#31	Lobbies	Replace glazed noticeboard	No.	1	425	10	12										692
#32	Lobbies	Replace light fittings (approx. 10%)	No.	2	189	10	5										614
#33	Lobbies	Replace timber door frame (approx. 15%)	No.	4	351	11	15										
#34	Roof	Replace roof flashings	m	20	55	2	One off		1,211								
#35	Roof	Replace television aerial	No.	1	628	6	15						840				
#36	Roof	Replace downpipes (approx. 30%)	m	18	92	9	12										2,573
#37	Roof	Replace metal roof sheeting	m2	488	106	10	15										83,995
#38	Roof	Replace eaves gutters	m	4	71	10	15										464
#39	Roof	Replace box gutters (approx. 30%)	m2	19	160	12	15										
#40	Misc.	Anticipated miscellaneous expenses						2,461	2,584	2,713	2,848	2,991	3,140	3,297	3,462	3,635	3,817
Total								85,428	22,977	3,666	22,009	16,646	110,618	4,456	8,451	105,141	98,269

EXPECTED REQUIREMENTS			12 mths ending	12 mths ending	12 mths ending	12 mths ending	12 mths ending
Item	Area	Description	30/09/30	30/09/31	30/09/32	30/09/33	30/09/34
			11	12	13	14	15
#1	Building	Provision for gas pipe upgrade					
#2	Building	Replace gas hot water boiler			16,487		
#3	Building	Replace storage hot water system			5,722		
#4	Building	Replace timber windows (approx. 15%)	25,552				
#5	Building	Replace fire jacking pump					
#6	Building	Paint building facade					
#7	Building	Replace fire booster pump					
#8	Building	Replace intercom system					
#9	Building	Replace garage door	3,477				
#10	External	Replace metal gates					
#11	External	Replace colorbond gate					
#12	External	Replace external lights (approx. 10%)					474
#13	External	Replace underground pipework (approx. 30%)					
#14	External	Replace hot water circulating pump (approx. 50%)		1,743			
#15	External	Replace bollard light					
#16	External	Replace shared metal fence (approx. 50%)	12,800				
#17	External	Replace aluminium letterboxes	5,554				
#18	External	Maintain monowills balustrades (approx. 30%)	3,713				
#19	External	Replace shared timber paling fence (approx. 50%)		2,301			
#20	External	Replace clothes lines		1,398			
#21	External	Maintain external tiles (approx. 25%)					2,814
#22	Lobbies	Replace batteries to emergency lights (approx. 25%)	1,408	1,479	1,553	1,630	1,712
#23	Lobbies	Maintain floor/wall tiles					
#24	Lobbies	Replace emergency light fittings (approx. 25%)					4,292
#25	Lobbies	Replace fire detectors (approx. 20%)					2,101
#26	Lobbies	Paint walls and ceilings				41,988	
#27	Lobbies	Replace signage to doors					
#28	Lobbies	Replace door hardware (approx. 5%)		1,895			
#29	Lobbies	Replace carpet					
#30	Lobbies	Replace fire extinguisher					
#31	Lobbies	Replace glazed noticeboard					
#32	Lobbies	Replace light fittings (approx. 10%)					784
#33	Lobbies	Replace timber door frame (approx. 15%)	2,401				
#34	Roof	Replace roof flashings					
#35	Roof	Replace television aerial					
#36	Roof	Replace downpipes (approx. 30%)					
#37	Roof	Replace metal roof sheeting					
#38	Roof	Replace eaves gutters					
#39	Roof	Replace box gutters (approx. 30%)		5,449			
#40	Misc.	Anticipated miscellaneous expenses	4,008	4,208	4,419	4,640	4,872
	Total		58,913	18,472	28,181	48,258	17,049

Strata Plan No. 457

Martin Hall 3a Farrell Avenue Darlinghurst NSW 2010

PROPOSED ANNUAL BUDGET

	ACTUAL 01/10/21-30/09/22	BUDGET 01/10/21-30/09/22	BUDGET 01/10/22-30/09/23
<u>ADMINISTRATIVE FUND</u>			
<u>INCOME</u>			
Admin Levy Income	87,272.71	96,000.00	90,000.00
By Laws	(569.95)	0.00	0.00
Interest On Overdue Levies	836.55	0.00	0.00
Key Deposits	320.00	0.00	0.00
TOTAL INCOME	87,859.31	96,000.00	90,000.00
<u>EXPENDITURE - ADMIN. FUND</u>			
Accountancy Fees	1,101.12	700.00	1,200.00
Debt Recovery Fees	150.01	0.00	0.00
Debt Collection Fees	(150.00)	0.00	0.00
Insurance Premiums	12,783.62	13,500.00	15,500.00
Ins Premium Stamp Duty	1,207.17	1,200.00	1,550.00
Legal Fees - Solicitor	2,562.00	0.00	0.00
Storage Fees - Archive	78.80	85.00	80.00
Management Fees	5,426.33	5,468.53	5,700.00
Management Fees - Schedule B	1,582.37	3,500.00	2,000.00
Management Disbursements	3,656.41	4,200.00	3,800.00
R & M - Building Maintenance	0.00	1,000.00	0.00
R & M - Cleaning	7,233.66	7,500.00	7,500.00
R & M - Cleaning-Windows/Glass	1,585.00	0.00	0.00
R & M - Doors & Windows	1,144.82	3,500.00	3,000.00
R & M - Electrical	202.00	1,200.00	400.00
R & M - Fire Line Monitor Fees	1,294.56	1,400.00	2,000.00
R & M - Fire Protection	4,255.08	7,000.00	5,000.00
R & M - Fire Protectn-Contrct	2,496.60	2,400.00	2,500.00
R & M - Gates	0.00	420.00	500.00
R & M - General Repairs	0.00	1,000.00	1,000.00
R & M - Gutters & Downpipes	0.00	1,200.00	1,800.00
R & M - Hot Water Systems	1,517.82	1,500.00	800.00
R & M - Intercom	440.00	1,700.00	1,200.00
R & M - Lawns & Gardens	4,300.00	8,400.00	6,500.00
R & M - Letter Boxes	160.00	0.00	200.00
R & M - Locks Keys & Card Keys	0.00	200.00	450.00
R & M - Pest/Vermin Control	3,988.00	1,500.00	4,500.00
R & M - Plumbing & Drainage	3,463.00	5,000.00	4,000.00

Strata Plan No. 457

Martin Hall 3a Farrell Avenue Darlinghurst NSW 2010

PROPOSED ANNUAL BUDGET

	ACTUAL 01/10/21-30/09/22	BUDGET 01/10/21-30/09/22	BUDGET 01/10/22-30/09/23
R & M - Pumps	0.00	0.00	500.00
R & M - Roof	300.00	1,000.00	0.00
R & M - Windows	492.00	0.00	0.00
Registration - Lpma	(569.95)	0.00	0.00
Section 184 Certificates	109.00	0.00	0.00
Telephone Charges	600.00	700.00	620.00
Trades Monitor	96.36	103.00	100.00
Utility - Electricity	0.00	2,000.00	2,000.00
Utility - Gas	7,151.53	13,000.00	12,000.00
Utility - Water & Sewerage	5,556.94	5,500.00	5,000.00
TOTAL EXPENDITURE	74,214.25	95,876.53	91,400.00
SURPLUS (DEFICIT)	\$ 13,645.06	\$ 123.47	\$ (1,400.00)
Opening Balance	37,556.75	37,556.75	51,201.81
ADMINISTRATIVE FUND BALANCE	\$ 51,201.81	\$ 37,680.22	\$ 49,801.81
NUMBER OF UNITS OF ENTITLEMENT:		59,200	59,200
AMOUNT PER UNIT OF ENTITLEMENT:		\$ 1.62162162	\$ 1.52027027

Strata Plan No. 457

Martin Hall 3a Farrell Avenue Darlinghurst NSW 2010

PROPOSED ANNUAL BUDGET

	ACTUAL 01/10/21-30/09/22	BUDGET 01/10/21-30/09/22	BUDGET 01/10/22-30/09/23
<u>CAPITAL WORKS FUND</u>			
<u>INCOME</u>			
Capital Works Levy Income	18,723.65	20,595.89	40,000.00
<u>TOTAL INCOME</u>	18,723.65	20,595.89	40,000.00
<u>EXPENDITURE - CAPITAL WORKS</u>			
Consultants - Building	0.00	0.00	10,000.00
Doors & Windows	5,908.00	0.00	30,000.00
Hot Water System	24,000.00	0.00	0.00
Intercoms	824.00	0.00	0.00
Legal Fees	0.00	10,000.00	0.00
Pest Services	580.00	0.00	0.00
<u>TOTAL EXPENDITURE</u>	31,312.00	10,000.00	40,000.00
<u>SURPLUS (DEFICIT)</u>	\$ (12,588.35)	\$ 10,595.89	\$ 0.00
Opening Balance	100,629.86	100,629.86	88,041.51
<u>CAPITAL WORKS FUND BALANCE</u>	\$ 88,041.51	\$ 111,225.75	\$ 88,041.51
NUMBER OF UNITS OF ENTITLEMENT:		59,200	59,200
AMOUNT PER UNIT OF ENTITLEMENT:		\$ 0.34790355	\$ 0.67567568

Strata Plan No. 457

LOT BUDGET SUMMARY

30/09/2023

If the foregoing budget is adopted levies (including GST) for the specified period payable quarterly will be as follows:

Lot No	Unit No	Entitlement	Admin Fund			Capital Works Fund			Net Total
			Gross	Discount	Net	Gross	Discount	Net	
1	1	2,500	1,045.19	0.00	1,045.19	464.53	0.00	464.53	1,509.72
2	2	2,500	1,045.19	0.00	1,045.19	464.53	0.00	464.53	1,509.72
3	3	2,800	1,170.61	0.00	1,170.61	520.27	0.00	520.27	1,690.88
4	4	2,500	1,045.19	0.00	1,045.19	464.53	0.00	464.53	1,509.72
5	5	2,500	1,045.19	0.00	1,045.19	464.53	0.00	464.53	1,509.72
6	6	2,800	1,170.61	0.00	1,170.61	520.27	0.00	520.27	1,690.88
7	7	2,500	1,045.19	0.00	1,045.19	464.53	0.00	464.53	1,509.72
8	8	2,500	1,045.19	0.00	1,045.19	464.53	0.00	464.53	1,509.72
9	9	2,500	1,045.19	0.00	1,045.19	464.53	0.00	464.53	1,509.72
10	10	2,800	1,170.61	0.00	1,170.61	520.27	0.00	520.27	1,690.88
11	11	2,500	1,045.19	0.00	1,045.19	464.53	0.00	464.53	1,509.72
12	12	2,500	1,045.19	0.00	1,045.19	464.53	0.00	464.53	1,509.72
13	12A	2,800	1,170.61	0.00	1,170.61	520.27	0.00	520.27	1,690.88
14	14	2,500	1,045.19	0.00	1,045.19	464.53	0.00	464.53	1,509.72
15	15	2,500	1,045.19	0.00	1,045.19	464.53	0.00	464.53	1,509.72
16	16	2,500	1,045.19	0.00	1,045.19	464.53	0.00	464.53	1,509.72
17	17	2,800	1,170.61	0.00	1,170.61	520.27	0.00	520.27	1,690.88
18	18	2,500	1,045.19	0.00	1,045.19	464.53	0.00	464.53	1,509.72
19	19	2,500	1,045.19	0.00	1,045.19	464.53	0.00	464.53	1,509.72
20	20	2,800	1,170.61	0.00	1,170.61	520.27	0.00	520.27	1,690.88
21	21	2,500	1,045.19	0.00	1,045.19	464.53	0.00	464.53	1,509.72
22	22	2,500	1,045.19	0.00	1,045.19	464.53	0.00	464.53	1,509.72
23	23	2,400	1,003.38	0.00	1,003.38	445.95	0.00	445.95	1,449.33
Total			\$24,750.08	\$0.00	\$24,750.08	\$11,000.05	\$0.00	\$11,000.05	\$35,750.13

QUOTATION

25th July 2022

QUOTE NUMBER	S-GKS 10493
TO	Strata Plan No. 457 c/o GK Strata Management
FROM	Damien Ward 0401 868 675

SCOPE

3A Farrell Avenue, Darlinghurst



TO: Strata Plan No. 457 c/o GK Strata Management

PHONE: 8218 9999

EMAIL: repairs@gkstrata.com.au

FROM: Damien Ward 0401 868 675

QUOTATION:

REFERENCE: S-GKS 10439

DATE: 25 July 2022

Thank you for allowing Premier Painting Company this opportunity to quote the following works for your project at **3A Farrell Avenue, Darlinghurst.**

After advice from **Brad** regarding your painting project, I have determined that the primary reason for painting is damage repair along with a premium quality re-paint.

After a short inspection of the proposed property from an "on ground" perspective, some paint coatings appeared to be showing signs of degrading by either blistering, chalking, cracking and fading etc.

I recommend a primer/ undercoat and a two top-coat system with preparation as detailed below.

I can confirm that Premier Painting Company will exceed your expectations whilst delivering your painting project with your requested scope of works, on time and with-in budget.

Please find overleaf the detailed scope of works for this project.

Yours sincerely,
PREMIER PAINTING COMPANY



Damien Ward
Project Manager



SCOPE OF WORKS – EXTERIOR

Exterior Preparation Grades

Preparation Grade: EXT 1: (Wooden elements including windows – sanding, filling, caulking) – wipe down of existing previously painted surfaces as necessary, fill small holes, cracks & joints between substrates. Removal & replacement of loose putty. Attention to most dominant (4mm interior depth & above) existing irregularities, application defects, depressions, scratches or inconsistent textures.

Our policy is to minimise the filling of exterior wooden substrates due to the fact the uncontrollable & existing moisture content often causes wood fillers to fail over time. We have better outcomes by removing as much of the loose and delaminating existing coatings as possible via sanding, specifically on the sill.



Exterior – All Elevations of Property:

All previously painted:

- Wooden Windows & Interior of Common Area Windows

OPTION:

- Entry Portico- roof and pillars





Exclusions:

- All other areas not listed above

The **Dulux** paint system recommended from Premier Painting Company is as follows:

EXTERIOR SYSTEMS

	<p>Previously painted Masonry, – Dulux Weathershield System, Portico Roof- Dulux Acraskin</p> <ul style="list-style-type: none"> • First Coat – Spot prime - Dulux Weathershield Acrylic • Second Coat – Dulux Weathershield Acrylic • Third Coat – Dulux Weathershield Acrylic
	<p>Wooden Windows & Doors – Dulux Aqua Enamel</p> <ul style="list-style-type: none"> • First Coat – Oil Based / Water based primer under/coat • Second Coat – Aqua-Enamel Gloss/ Semi-Gloss • Third Coat – Aqua-Enamel Gloss/ Semi-Gloss



FURTHER INFORMATION – THE PREMIER PAINTING DIFFERENCE:

- All works to be carried in accordance to AS/NZ 2311 in addition to methods and products outlined below.
- All surfaces containing of mould, dirt etc shall be washed using a suitable detergent prior to painting.
- All areas to be protected with drop sheets.
- All loose and flaky paint to be scraped or sanded off to a solid edge.
- Small holes and cracks will be filled or re-sealed using commercial grade flexible sealants and fillers.
- Stains will be sealed using oil-based sealer prior to painting.
- Colours to be advised similar as existing.
- All works carried out in normal working hours / outside normal working hours.
- All painting will be carried out as per specification supplied (see below).
- All work will be carried out in a tradesman like manner and a dedicated supervisor will be onsite at all times to oversee works and liaise with client.
- All staff are employees of Premier Painting Company (NOT contractors).
- All staff are inducted in the WHS Act 2001 and hold current induction cards.
- We have an Enviro-Wash System in place to clean all brushes and rollers.
- All waste will be removed from premises and disposed of in accordance to the relevant E.P.A guidelines.
- HBCF Warranty, Public Liability and Workers Compensation Insurances are supplied along with an industry recognised contract prior to works commencing.
- All access costing is included in this quotation and will be erected / operated by certified persons.
- Non-structural repairs such as cracks 2mm wide and below have been included in this proposal however should larger cracks and structural repairs be discovered further investigation may be required in addition to the scope of works listed.
- Costing has been based on undercoating / spot priming followed by applying two full coats of premium grade Dulux paints as per specification. Should the colours chosen require further coats to achieve an acceptable opacity a variation to cost may apply.
- Asbestos lead pigmented coatings, poor adhesion of existing coatings, moisture ingress, Concrete spalling, drummy render, corroding reinforcing and wood rot, if discovered, may be the subject of additional cost to repair or remove.
- There have been no access reports or engineers survey completed at this stage although I can foresee no major issues an unfavourable report may cause the scope of works and cost to vary.



WORK HEALTH AND SAFETY

Premier Painting Company prides itself on our exemplary WHS records. We have an WHS Management plan which is certified compliant by Ebix Trades Monitor. At all levels applicable health and safety laws, regulations and approved codes of practice are complied with. The health and safety of the customer, members of the public, the workforce, and anyone else will be safeguarded.

The aim is to achieve zero harm within our workplaces, for our staff and all stakeholders including our Customers' employees, subcontractors and members of the public.

A typical programme would be:

1. Risk assessment for all tasks to be carried out.
2. Identify all potential hazards & risks.
3. Identify control measures of all potential hazards or risks to eliminate or reduce risk.
4. Inspect all access plant, tools etc and assess condition.
5. Create Safe work method statement to itemise tasks, risks, control measures and allocate responsibilities.
6. Carry out site specific induction and implement Safe work method statement.

All staff has access to the relevant Safe Work Method Statements, Risk Assessment, Safety Data Sheets and are educated in the correct implementation of these documents.

QUALITY CONTROL, INSURANCE & WARRANTY

All of our projects are supervised by a **dedicated Supervisor** who is responsible for organisation, execution and quality control of all works. He will liaise exclusively, communicating clearly with client representative on all aspects of the works required therefore delivering the appropriate level of service quality to the customer. He or she will ensure all works and practices are carried out according AS/NZ 2311 and adhere strictly to scope of works and specifications supplied. A **Project Manager** will oversee supervisor to audit and administrate the control measures required.

All relevant insurances shall be provided upon acceptance of quotation including Public Liability, Workers Compensation etc.



INVESTMENT

Includes all labour, supervision, materials & WHS requirements.

Scope	Sub-total	Plus GST	TOTAL
Exterior/Interior works	\$44,950.00	\$4,495.00	\$49,445.00
Option	\$850.00	\$85.00	\$935.00

The following items are included as part of your investment:

- The use of premium paints
- All labour costs
- Free colour consultation
- A five-year warranty on the work
- Public liability insurance to the value of \$20 million
- HBCF Insurance
- All staff properly trained in WHS practices
- Site clean-up during works & at completion

Please note:

- Quotation valid for six months
- A deposit is required on or before the commencement of painting works along with scheduled progress payments. Final payment of all outstanding amounts is required upon completion of work



ACCEPTANCE OF QUOTATION FOR PAINTING SERVICES

To accept this quotation and obtain a start date for works to commence, please sign, date and return via email. A copy of our terms of trade, insurance certificates, payment schedule and project projection will be supplied along with a contract of works as approved by the Department of Fair Trading.

Print Name: _____

Signature: _____

Quote Reference No: _____

Thank you for your enquiry. We look forward to hearing from you soon.

Yours sincerely,
PREMIER PAINTING COMPANY



Damien Ward
Project Manager



REFERENCES

Feel free to call any or all clients listed below for references of recent works completed:

Government		
Government House – Historic Houses Trust	Matthew Holle	0418 425 992
Woollahra Council	Wayne Coggins	0408 403 609

NSW Health		
Macquarie Hospital	Andrew Brogden	0413 336 211
Ryde Hospital	Matt Svenson	0419 402 291

NSW Gov		
Art Gallery NSW	Simone Craswell	simone.craswell@ag.nsw.gov.au
State Library	Adeline Wang	Adeline.Wang@sl.nsw.gov.au

Strata		
Stratamark	George	02 9387-6052
Strata Title Management	Sean Bermingham	0400 480 211
Alldis & Cox	Marianna Ray	02 326 4488
GK Strata	Francis Portokalli	02 8218 9999

Commercial		
Sydney Living Museums	Peter Francis	0417 410 902
Building Manager	Scott Owens	0432 889 195
Art Gallery NSW	Luke James	0416 027 182
Sydney Theatre	Mr B. Carr	02 9250 1907

Interior Designers		
Katrina Hill Design Group	Katrina	0418 418 441
Jeni Jewel Design	Jeni	02 9388 3762

Domestic Property	
Eva Faye	0411 372 220
Pia Hughes	piah@ozemail.com.au
Alistair Bell	0405 146 200
Amy Kitchener	0401 148 139

Please view website for further references: www.premierpainting.com.au



LEADERS IN PAINTING SERVICES SINCE 1997

**Thank you for allowing Premier Painting Company
this opportunity to quote on your
project at**

3A Farrell Avenue, Darlinghurst



DUKES

PAINTING | REMEDIAL | PROTECTIVE COATINGS

Project Proposal

Prepared for: Martin Hall, SP457
Requested by: Joseph Akkary
Email to: joseph.akkary@gkstrata.com.au
Property: 3a Farrell Avenue, Darlinghurst, NSW, 2010
Prepared by: George Milligan
Quote issue date: Monday 25th of July 2022
Quote Ref: Quote Ref Q000914 Rev. A
Quote Expires: Monday 5th of September 2022



Proposal Summary

Further to our inspection, we have pleasure in submitting our painting proposal for the owners of 3a Farrell Avenue, Darlinghurst, NSW, 2010.

Our proposal details the scope of works required for labour, materials and access to carry out the repainting to the external common property windows of the property.

We would welcome the opportunity to present our proposal in more detail and answer any queries in relation to the submission of our proposal.



Contact:

Dukes Painting Services
5/653 Pacific Highway
Killara NSW 2071
ABN: 26 003 549 291
Trade Licence: 1978C

Contact: George Milligan
Phone: 02 9499 3444
Email: gmilligan@dukes.net.au
For more information about us, please visit:
www.dukes.net.au

Tender Overview – Scope of Works

ITEM	INCLUSIONS	PRICE (EX GST)
External Painting	<ul style="list-style-type: none"> External side of all timber windows & window frames Internal side of common stairwell timber windows & window frames Access 	\$55,220.00
HBCF Cover	<ul style="list-style-type: none"> HBCF Insurance/Home Warranty 	\$1,800.00
Total (excluding GST)		\$57,020.00
GST		\$5,702.00
Total (including GST)		\$62,722.00

Options

ITEM	INCLUSIONS	PRICE (EX GST)
Option A	<ul style="list-style-type: none"> Waterproofing of entry soffit on the top side Repainting of entry soffit & columns 	\$3,300.00

Please note the above options are quoted excluding GST

Job Specific Notes

Please note the following:

- We have allowed to apply a colour scheme that is similar to the existing. Coverage achieved with 2 finish coats.
- We will require the owners to have their windows unlocked in order for them to be repainted. Timing will be coordinated by our site foreman or project manager.
- As we can only inspect from the ground during this time, we advise the owners to set aside a contingency sum of approximately 5-10% of the contractual value for potential repairs outside of normal painters' preparation. This could include broken sashes, rotting sills or timber beading. Once intimate access is attained on-site, Dukes will provide a detailed report on any areas of concern to present to the committee.
- No works outside of our current scope are to be undertaken without the express written consent from the owners.
- We have also provided an option to waterproof the top-side of the entry soffit, due to moisture ingress causing damage to the columns. Once the soffit has been waterproofed, the columns can then be scraped of any failing/loose paint, patched & repainted.
- HBCF Insurance will be required for your project. We have given an estimate of this cost in our tender. This cost is a budget only and will be subject to change depending on the final scope of works and contract value. More information on HBCF Insurance is available here <https://www.hbcf.com.au/about-hbcf>

Exclusions

Our proposal does not include:

- All pre-finished surfaces such as Colorbond & powdercoated surfaces
- All floors, pavements & decks
- Building repairs - Carpentry, render, concrete spalling or plaster repairs unless otherwise stated in inclusions
- Unsticking of windows previously painted shut by others
- Any surface or location not specifically detailed above

Items included in our fee

- **Labour, materials and access to complete the project.**
- **Project management:** Communication is the cornerstone of our operation. Your project will be assigned a Project Manager who will provide a program prior to commencement on site and manage repainting all external windows. He will be available for regular site communication and will provide weekly reports updating the owners on site progress
- **Samples:** Site samples will be applied by our team prior to a start on site for written approval by the Owners Corporation
- **Home Building Compensation Fund Insurance.** This is included within our fee
- **Public Liability and Workers Compensation Fund insurance.** This is included within our fee



Onsite Requirements:

- Toilet facilities for our staff
- Access to power and water
- Secure and undercover storage for paint, equipment and other materials
- Designated parking for our access equipment

Preparation

General Preparation:

- **Cover sheets:** Shall be used to afford ample protection to surroundings areas.
- **Adequate Washing:** All areas shall be adequately washed/cleaned with a light solution of sugar soap to remove deleterious materials before painting is commenced.
- **Mildew:** Surfaces showing signs of mildew and fungus shall be washed with a bleach or white vinegar solution then rinsed with clean water.
- **Preparation:** Surfaces shall be thoroughly prepared and cleaned down. Visibly loose and flaking paint shall be scraped back to a firm edge.
- **Cracks/Holes:** Obvious/superficial cracks or holes shall be neatly filled using Polyfilla, putty or No Gaps depending upon the application. The surface shall then be dusted down and free from dirt, dust or grease. (Painters prep).
- **Staining:** Areas which are badly stained or have water marks, shall be touched up using a shellac stain sealer (Zinsser), Bleed Seal or a similar product.
- **Clean up:** At the end of each day our staff will clean up the work area and ensure paint tins are stored safely. On completion of the project a thorough site clean will be carried out.

Surface Preparation & Material Specifications

Surface Preparation

MASONRY:

- External masonry surfaces will be cleaned down using high pressure water cleaners to remove loose and friable material and any salt deposits before painting.

TIMBERWORK:

- Doors, windows and trims shall be thoroughly sanded, cracks or holes shall be filled as required. Exposed areas of timber shall be spot primed before undercoating.

Material Specifications

Surface to be painted	Spot Primer	First Coat	Finish Coat
Walls	Acrylic Primer	Low Sheen Acrylic	Low Sheen Acrylic
Woodwork Acrylic	Oil Based Primer	Semi-Gloss Acrylic	Semi-Gloss Acrylic
Soffits	Acrylic Primer	Low Sheen Acrylic	Low Sheen Acrylic

Why Choose Dukes?

Dukes have been in operation for over 60 years, delivering high quality painting services in Sydney and the greater surrounds.

Dukes take care to manage the project from beginning to end, providing innovative, cost and time efficient solutions for our valued clients.

We have held our Builder Licence since 1991 and this has placed us in the unique position of being able to undertake building repairs when combined with a painting project.

We can undertake many remedial repairs such as render repairs, spalling concrete repairs, flexible sealant replacement and installation and waterproof sealants.

We also own our specialist access equipment, such as scaffolding, swing stages, boom lifts and rope access. Owning our own equipment allows us to deliver cost savings, preventing the need to hire any additional equipment to complete your project.



Insurance & Occupational Health & Safety (OH&S)

Of paramount importance to us is the safety of the residents, our workers and visitors to the project site.

All our workers complete an online safety induction prior to engagement and at regular intervals thereafter.

Prior to commencement of any work on site, we will undertake a full risk assessment.

All potential hazards and risks will be identified and control measures put in place and a Safe Work Method Statement (SWMS) will be issued.

All onsite workers will have access to the SWMS and will be required to sign the SWMS document to acknowledge potential risks and hazards.

Our OH&S plan has been independently verified and we are certified as a compliant contractor by Trades Monitor.

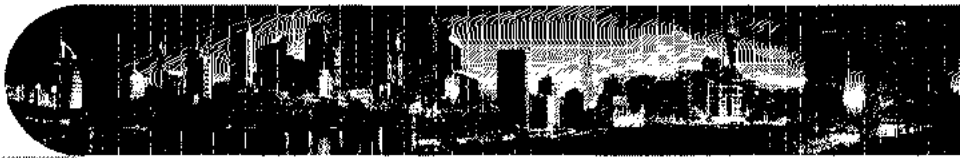
Protection is provided by a Brooklyn Underwriting Public Liability Policy for \$20,000,000 and a full Workers Compensation Policy.

Warranty

- Dukes relies on its reputation and it is in our interest to maintain this
- Our premium paint suppliers provide a 5 year product warranty
- Dukes offers a 5 year conditional warranty for workmanship
- Our warranty does not extend to coating failure caused by water damage, water stains, building settlement cracking, or damage caused by wear and tear.
- It also does not extend to old coatings beneath newly applied coatings failing
- Our warranty is also conditional on no damage being caused by maltreatment such as abrasive cleaning, mechanical damage or other abrasion
- The warranty does not extend to metal surfaces in a marine environment, exposed timber surfaces or clear finishes
- For more on warranty and standards we refer you to the Department of Fair Trading, Standards and Tolerances Guidelines
- <https://www.fairtrading.nsw.gov.au/housing-and-property/building-and-renovating/after-you-build-or-renoate/guide-to-standards-and-tolerances>

Terms and Conditions

- Works hours shall be from 7.00 am until 3.30 pm Monday to Friday (holidays and Building Industry RDO excluded), unless otherwise noted
- All colours to be confirmed prior to commencement. Colour changes after commencement may attract an additional charge. This proposal is based on pastel colours where two finish coats are required to achieve opacity
- Invoice(s) will be issued under the Building & Construction Industry Security of Payments Act 1999 NSW
- Time for payment of the service shall be of the essence and will be stated on the invoice. If no time is stated then payment shall be due fourteen (14) days following the date of the invoice
- Interest on overdue invoices shall accrue daily from the due date at a rate of 2.5% per calendar month and such interest shall compound monthly until paid
- If the Client defaults in payment of any invoice when due, the Client shall indemnify the Contractor from and against all costs and disbursements incurred by the Contractor in pursuing the debt including legal costs on a solicitor and own client basis and the Contractor's collection agency costs
- If at any time the Client is in breach of any obligation (including those relating to payment), the Contractor may suspend or terminate the supply of Goods to the Client. The Contractor will not be liable to the Client for any loss or damage the Client suffers because the Contractor has exercised its rights under this clause
- The Contractor shall be under no liability for inferior existing paintwork or where the Contractor's paint has bonded to the existing paintwork and the previous paint has subsequently blistered, flaked cracked or blemished. Dukes Warranty is if our paint peels or blisters from the last coating system applied, or our paint is not adhering to the previous paint coating successfully
- The Client shall inspect the completed job within seven (7) days of completion (time being of the essence) and notify the Contractor of any alleged defect, damage or failure to comply with the description or quote
- Payment Schedule The below schedule excludes repairs as this is an unknown sum, the table is provided to give an indication of our payment schedule.



CAPITAL WORKS FUND PLAN

1271-1277 Botany Road

Mascot NSW 2020

Strata Plan 96428



Report details

Inspection date:	9/01/2018
Inspector:	Jay Fotheringham



12 January 2018

The Executive Committee
Strata Plan 96428
1271-1277 Botany Road
Mascot NSW 2020

Dear Committee Members,

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

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

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

Key Report Data Levies Summary – First Financial Year

Levy Per Unit Entitlement (Total capital works fund levy divided by unit entitlements)	\$2.20
Total Unit Entitlements	10000
Total Capital Works Fund Levy	\$22,000.00

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

Report Index	Page No.
Owners Report Summary	Section 1
Building Details and Report Inputs Page	2
15 Year Cash Flow Tracking & Graph	3
Report Detail	Section 2
15 Year Anticipated Expenditure Table	4
Building Data List from Property Inspection	7
Inspector's Building Report & Building Specific Report Notes	10
Report Notes	11

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

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

Yours sincerely,



The Team at Solutions in Engineering

Building Details & Report Inputs

Supplied information

Building Address	1271-1277 Botany Road Mascot NSW 2020
Strata Plan (SP) No	96428
Plan Type	Strata Plan
Registered Plan Date/Year of Construction	Reg. 2017
Number of Unit Entitlements	10000
Number of Units	48
Estimated Starting Capital Works Fund Balance	\$0
Starting date of Financial Year for Report	6/12/2017
GST Status	Registered for GST
Current Capital Works Fund Levy per Lot Entitlement (Inc. GST)	\$2.20

Report assumptions & information

Assumed Interest Rate on invested funds (For funds over \$10,000)	3.35%
Company Taxation Rate	30.00%
Interest on Invested Funds - Based on Assumed Interest Rate minus Company Taxation Rate. Calculated only on capital works fund balances over \$10,000.	2.35%
Contingency Allowance - For minor and/or unforeseen expenses	8%
Assumed Rate of Inflation for Building Maintenance Costs - Based on average annual building cost increase between 2002 and 2012	3.10%
Forecast Period - Number of years the plan looks out.	15 years

15 Year Levy Table

Year	Year To	Total Contribution		Contribution per Unit Entitlement		Quarterly Contribution	
		Including GST	GST Component	Including GST	GST Component	Including GST	GST Component
1	5/12/2018	22,000.00	2,000.00	2.20	0.20	0.55	0.05
2	5/12/2019	38,500.00	3,500.00	3.85	0.35	0.96	0.09
3	5/12/2020	39,693.50	3,608.50	3.97	0.36	0.99	0.09
4	5/12/2021	40,924.00	3,720.36	4.09	0.37	1.02	0.09
5	5/12/2022	42,192.65	3,835.70	4.22	0.38	1.06	0.10
6	5/12/2023	43,500.62	3,954.60	4.35	0.40	1.09	0.10
7	5/12/2024	44,849.15	4,077.20	4.48	0.41	1.12	0.10
8	5/12/2025	46,239.47	4,203.59	4.62	0.42	1.16	0.11
9	5/12/2026	47,672.89	4,333.90	4.77	0.43	1.19	0.11
10	5/12/2027	49,150.75	4,468.25	4.92	0.45	1.23	0.11
11	5/12/2028	50,674.43	4,606.77	5.07	0.46	1.27	0.12
12	5/12/2029	52,245.34	4,749.58	5.22	0.47	1.31	0.12
13	5/12/2030	53,864.94	4,896.81	5.39	0.49	1.35	0.12
14	5/12/2031	55,534.75	5,048.61	5.55	0.50	1.39	0.13
15	5/12/2032	57,256.33	5,205.12	5.73	0.52	1.43	0.13

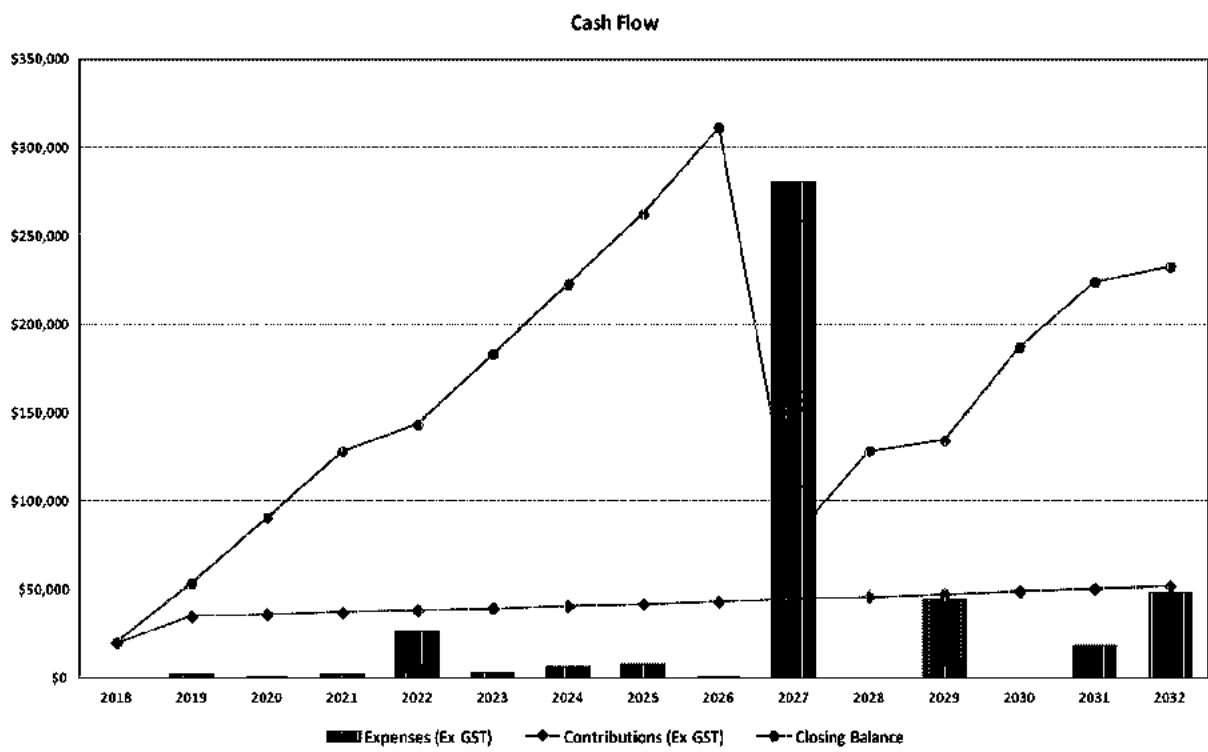
15 Year Cash Flow Tracking Sheet

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

Year	Year To	Opening Balance	Total Levy Contributions	Interest	Anticipated Expenses	Closing Balance
1	5/12/2018	0.00	20,000.00	235.00	0.00	20,235.00
2	5/12/2019	20,235.00	35,000.00	861.17	2,179.09	53,917.08
3	5/12/2020	53,917.08	36,085.00	1,680.96	859.09	90,823.95
4	5/12/2021	90,823.95	37,203.64	2,544.29	2,316.36	128,255.52
5	5/12/2022	128,255.52	38,356.95	3,154.61	26,390.91	143,376.17
6	5/12/2023	143,376.17	39,546.02	3,794.02	3,402.73	183,313.48
7	5/12/2024	183,313.48	40,771.95	4,714.95	6,126.36	222,674.02
8	5/12/2025	222,674.02	42,035.88	5,634.71	7,834.55	262,510.06
9	5/12/2026	262,510.06	43,338.99	6,666.10	1,031.82	311,483.33
10	5/12/2027	311,483.33	44,682.50	4,546.37	280,723.64	79,988.56
11	5/12/2028	79,988.56	46,067.66	2,421.03	0.00	128,477.25
12	5/12/2029	128,477.25	47,495.76	3,054.39	44,501.82	134,525.58
13	5/12/2030	134,525.58	48,968.13	3,736.73	0.00	187,230.44
14	5/12/2031	187,230.44	50,486.14	4,777.87	18,320.00	224,174.45
15	5/12/2032	224,174.45	52,051.21	5,305.29	48,886.36	232,644.59

15 Year Cash Flow Graph

The graph below tracks the 'Contributions' (the amount collected in levies), the projected 'Closing balance' of the capital works fund and the likely 'Expenses' for each year of this plan. The three lines in the graph are:
 Contributions line - Total capital works fund contributions per year.
 Expenses line – Total anticipated expenses in each year.
 Closing balance line – Shows the amount left in the fund bank account at the end of the year after all anticipated expenses have been allowed for.



Anticipated Expenditures Table Year 1 - 15

This table shows when expenses will occur in the next 15 years. From left to right the columns are:-
 'Expenditure Items' - lists the different areas and items of expenditure.
 'Current Cost' - shows the current maintenance expenditure costs in today's dollars.
 'Year 1' to 'Year 15' - shows the costs in the year in which they occur including the 'Assumed Rate of Inflation' compounded annually until the cost is due.

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

Expenditure Item	Current Cost	Year 1 (2018)	Year 2 (2019)	Year 3 (2020)	Year 4 (2021)	Year 5 (2022)	Year 6 (2023)	Year 7 (2024)	Year 8 (2025)	Year 9 (2026)	Year 10 (2027)	Year 11 (2028)	Year 12 (2029)	Year 13 (2030)	Year 14 (2031)	Year 15 (2032)
1. Building exterior																
Repaint ceilings	728	-	-	-	-	-	-	-	-	-	958	-	-	-	-	-
Repaint ceilings - textured paint	7,700	-	-	-	-	-	-	-	-	-	10,135	-	-	-	-	-
Repaint walls	66,640	-	-	-	-	-	-	-	-	-	87,713	-	-	-	-	-
Repaint balcony ceilings - textured paint	6,440	-	-	-	-	-	-	-	-	-	8,476	-	-	-	-	-
Repair / maintain floor tiles (total: 159m2) - 5%	1,336	-	-	-	-	-	-	1,605	-	-	-	-	-	-	1,987	-
Repaint downpipes	3,288	-	-	-	-	-	-	4,071	-	-	-	-	-	-	-	-
Inspect and repair downpipes (total: 137Lm) - 10%	478	-	-	-	-	-	-	-	-	-	-	-	-	-	-	733
Repaint standard doors - both sides including architraves	875	-	-	-	-	-	-	-	1,083	-	-	-	-	-	-	-
Plumbing maintenance	5,000	-	-	-	-	5,649	-	-	-	-	6,581	-	-	-	-	7,666
General building maintenance	10,000	-	-	-	-	11,299	-	-	-	-	13,162	-	-	-	-	15,333
Sub Total (Incl. GST)		0	0	0	0	16,948	0	1,605	5,154	0	127,025	0	0	0	1,987	23,732
2. Roof																
Maintain / repair common area roof top floor tiles (total: 219m2) - 5%	1,837	-	-	-	-	-	-	2,206	-	-	-	-	-	-	2,732	-
Maintain / repair metal roof awnings	1,500	-	-	-	-	-	-	-	-	-	-	-	2,099	-	-	-
Maintain / repair roof membrane	15,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Sub Total (Incl. GST)		0	0	0	0	0	0	2,206	0	0	0	0	2,099	0	2,732	0
3. Access for work at heights																
Hire scaffolding for work above 2 storeys	54,880	-	-	-	-	-	-	-	-	-	72,234	-	-	-	-	-
Sub Total (Incl. GST)		0	0	0	0	0	0	0	0	0	72,234	0	0	0	0	0
4. Main foyer																
Repaint ceilings	390	-	-	-	-	-	-	-	-	-	-	-	-	-	513	-
Maintain / repair floor tiles (total: 15m2) - 10%	334	-	-	-	-	-	-	401	-	-	-	-	-	-	-	497

Expenditure Item	Current Cost	Year 1 (2018)	Year 2 (2019)	Year 3 (2020)	Year 4 (2021)	Year 5 (2022)	Year 6 (2023)	Year 7 (2024)	Year 8 (2025)	Year 9 (2026)	Year 10 (2027)	Year 11 (2028)	Year 12 (2029)	Year 13 (2030)	Year 14 (2031)	Year 15 (2032)
Maintain / repair wall tiles (total: 24m2) - 10%	294	-	-	-	-	-	-	-	-	-	387	-	-	-	-	-
Sub Total (Incl. GST)		0	0	0	0	0	0	401	0	0	900	0	0	0	497	0
5. Lobbies and hallways																
Repaint ceilings	9,204	-	-	-	-	-	-	-	-	-	12,114	-	-	-	-	-
Repaint walls	21,456	-	-	-	-	-	-	-	-	-	28,241	-	-	-	-	-
Repaint doors - one side including architraves	15,000	-	-	-	-	-	-	-	-	-	19,743	-	-	-	-	-
Maintain / repair floor tiles (total: 129m2) - 5%	1,169	-	-	-	-	-	-	1,404	-	-	-	-	-	-	-	1,739
Replace carpet (total: 239m2)	23,422	-	-	-	-	-	-	-	-	-	-	-	32,769	-	-	-
Sub Total (Incl. GST)		0	0	0	0	0	0	1,404	0	0	60,098	0	32,769	0	1,739	0
6. Trade Toilet / Bathrooms / change rooms																
Repaint ceilings	130	-	-	-	-	-	-	-	161	-	-	-	-	-	-	-
Maintain / repair floor tiles (total: 5m2)	167	-	-	-	-	-	-	201	-	-	-	-	-	-	-	248
Maintain / repair wall tiles (total: 20m2) - 10%	157	-	-	-	-	-	-	-	-	-	-	-	220	-	-	-
Repaint door face - one side including architraves	250	-	-	-	-	-	-	-	-	-	329	-	-	-	-	-
Sub Total (Incl. GST)		0	0	0	0	0	0	201	161	0	329	0	220	0	248	0
7. Vehicle accessways																
Repaint line marking	8,057	-	-	-	-	-	-	-	-	-	10,605	-	-	-	-	-
Repaint door face - one side including architraves	1,750	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Maintain gate & motor	600	-	619	-	658	-	699	-	743	-	790	-	839	-	892	-
Replace electric gate motor - large	2,288	-	-	-	-	-	-	-	-	-	-	-	3,201	-	-	-
Maintain sump pump	302	-	311	-	331	-	352	-	374	-	397	-	423	-	449	-
Replace sump pump - small	1,250	-	-	-	-	-	-	-	-	-	-	-	1,749	-	-	-
Sub Total (Incl. GST)		0	930	0	989	0	1,051	0	1,117	0	11,792	0	6,212	0	1,341	0
8. External walkways																
Surface cleaning program	1,250	-	-	-	-	1,412	-	-	-	-	1,645	-	-	-	-	1,917
Repair or replace paving (total: 40m2) - 10%	352	-	-	-	-	-	-	423	-	-	-	-	-	-	-	523
Sub Total (Incl. GST)		0	0	0	0	1,412	0	423	0	0	1,645	0	0	0	523	1,917
9. Fixtures and fittings																
Maintain common lighting	600	-	619	-	658	-	699	-	743	-	790	-	839	-	892	-
Maintain common emergency lighting	400	-	-	425	-	-	466	-	-	511	-	-	560	-	-	613

Expenditure Item	Current Cost	Year 1 (2018)	Year 2 (2019)	Year 3 (2020)	Year 4 (2021)	Year 5 (2022)	Year 6 (2023)	Year 7 (2024)	Year 8 (2025)	Year 9 (2026)	Year 10 (2027)	Year 11 (2028)	Year 12 (2029)	Year 13 (2030)	Year 14 (2031)	Year 15 (2032)
Upgrade video security intercom system - per entrance	5,200	-	-	-	-	-	-	-	-	-	-	-	-	-	7,733	-
Maintain security access system	650	-	670	-	712	-	757	-	805	-	856	-	909	-	967	-
Sub Total (Incl. GST)		0	1,289	425	1,370	0	1,922	0	1,548	511	1,646	0	2,308	0	9,592	613
10. Fence maintenance																
Repair or replace powder coated metal fence & gates (total: 52Lm – rate 100%) - 10%	507	-	-	-	-	-	-	-	-	-	-	-	709	-	-	-
Repair or replace standard paling fence (total: 65Lm – rate 50%) - 10%	298	-	-	-	-	-	-	-	-	-	-	-	417	-	-	-
Sub Total (Incl. GST)		0	0	0	0	0	0	0	0	0	0	0	1,126	0	0	0
11. Landscaping																
Maintain garden beds	1,000	-	-	-	1,130	-	-	-	-	-	1,316	-	-	-	-	1,533
Sub Total (Incl. GST)		0	0	0	1,130	0	0	0	0	0	1,316	0	0	0	0	1,533
12. Fire equipment																
Repair or replace fire fighting equipment	2,500	-	-	-	2,825	-	-	-	-	-	3,291	-	-	-	-	3,833
Replace or upgrade fire control panel	9,042	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Replace fire hose reels	3,647	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Replace fire extinguishers	4,883	-	-	-	-	-	-	-	-	-	-	-	-	-	-	7,487
Repair or replace fire pump diesel	30,139	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Maintain diesel fire pumps	1,500	-	-	-	1,695	-	-	-	-	-	1,974	-	-	-	-	2,300
Battery replacement program	423	-	-	450	-	-	493	-	-	540	-	-	592	-	-	649
Replace fire jacking pump - 3 kW	2,500	-	-	-	-	-	-	-	-	-	-	-	-	-	-	3,833
Sub Total (Incl. GST)		0	0	450	4,520	493	493	0	0	540	5,265	0	592	0	0	18,102
13. Lift																
Overhaul lift motor	32,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Sub Total (Incl. GST)		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
14. Garbage refuse / bin room																
Repaint doors - both sides including architraves	250	-	-	-	-	-	-	-	-	-	329	-	-	-	-	-
Repaint floor - non-slip	1,340	-	-	-	1,514	-	-	-	-	-	1,764	-	-	-	-	2,055
Maintain garage bin lift motor	1,200	-	-	-	1,356	-	-	-	-	-	1,579	-	-	-	-	1,840
Sub Total (Incl. GST)		0	0	0	2,870	0	0	0	0	0	3,672	0	0	0	0	3,895
Grand Total (Incl. GST)		0	2,219	875	2,359	26,880	3,466	6,240	7,980	1,051	285,922	0	45,326	0	18,659	49,792
Contingency Allowance (Incl. GST)		0	178	70	189	2,150	277	499	638	84	22,874	0	3,626	0	1,493	3,983
Grand Total Expenses (Incl. Contingency Allowance and GST)		0	2,397	945	2,548	29,030	3,743	6,739	8,618	1,135	308,796	0	48,952	0	20,152	53,775

Building Data List from the Property Inspection for Strata Plan 96428

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

'Items' – identifies and describes the maintenance item

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

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

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

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

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

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

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

Items	Qty	Unit	Rate (\$)	Value (\$)	Next Due	Total Life	Comments
1. Building exterior							
Repaint ceilings	26	m2	28.00	728.00	10	10	Ongoing painting program
Repaint ceilings - textured paint	140	m2	55.00	7,700.00	10	10	Ongoing painting program
Repaint walls	1,960	m2	34.00	66,640.00	10	10	Ongoing painting program
Repaint balcony ceilings - textured paint	230	m2	28.00	6,440.00	10	10	Ongoing painting program
Repair / maintain floor tiles (total: 159m2) - 5%	8	m2	167.00	1,336.00	7	7	Ongoing painting program
Repaint downpipes	137	Lm	24.00	3,288.00	8	8	Ongoing painting program
Inspect and repair downpipes (total: 137Lm) - 10%	14	Lm	34.15	478.00	15	15	Inspect and repair as required
Repaint standard doors - both sides including architraves	7	Ea	125.00	875.00	8	8	Ongoing painting program
Plumbing maintenance	1	Item	5,000.00	5,000.00	5	5	Ongoing maintenance program
General building maintenance	1	Item	10,000.00	10,000.00	5	5	Ongoing maintenance program
2. Roof							
Maintain / repair common area roof top floor tiles (total: 219m2) - 5%	11	Lm	167.00	1,837.00	7	7	Maintain / repair as required
Maintain / repair metal roof awnings	1	Item	1,500.00	1,500.00	12	12	Maintain / repair as required
Maintain / repair roof membrane	1	Item	15,000.00	15,000.00	20	20	Maintain / repair as required
3. Access for work at heights							
Hire scaffolding for work above 2 storeys	1,960	m2	28.00	54,880.00	10	10	Quotation required
4. Main foyer							
Repaint ceilings	15	m2	26.00	390.00	10	10	Ongoing painting program
Maintain / repair floor tiles (total: 15m2) - 10%	2	m2	167.00	334.00	7	7	Maintain / repair as required
Maintain / repair wall tiles (total: 24m2) - 10%	2	m2	147.00	294.00	10	10	Replace as required
5. Lobbies and hallways							
Repaint ceilings	354	m2	26.00	9,204.00	10	10	Ongoing painting program
Repaint walls	894	m2	24.00	21,456.00	10	10	Ongoing painting program
Repaint doors - one side including architraves	120	Ea	125.00	15,000.00	10	10	Ongoing painting program
Maintain / repair floor tiles (total: 129m2) - 5%	7	m2	167.00	1,169.00	7	7	Maintain / repair as required
Replace carpet (total: 239m2)	239	m2	98.00	23,422.00	12	12	Replace as required - damaged or worn areas only

Items	Qty	Unit	Rate (\$)	Value (\$)	Next Due	Total Life	Comments
6. Trade Toilet / Bathrooms / change rooms							
Repaint ceilings	5	m2	26.00	130.00		8	Ongoing painting program
Maintain / repair floor tiles (total: 5m2)	1	m2	167.00	167.00	7	7	Repair or replace as required
Maintain / repair wall tiles (total: 20m2) - 10%	1	m2	157.00	157.00	12	12	Maintain / repair as required
Repaint door face – one side including architraves	2	Ea	125.00	250.00	10	10	Ongoing painting program
7. Vehicle accessways							
Repaint line marking	700	Lm	11.51	8,057.00	10	10	Ongoing painting program
Repaint door face – one side including architraves	14	Ea	125.00	1,750.00	16	16	Ongoing painting program
Maintain gate & motor	1	Item	600.00	600.00	2	2	Ongoing maintenance program
Replace electric gate motor - large	1	Ea	2,287.74	2,288.00	12	12	Replace as required
Maintain sump pump	1	Item	301.68	302.00	2	2	Repair as required
Replace sump pump - small	1	Ea	1,250.00	1,250.00	12	12	Replace as required
8. External walkways							
Surface cleaning program	1	Item	1,250.00	1,250.00	5	5	Ongoing cleaning program
Repair or replace paving (total: 40m2) - 10%	4	m2	88.07	352.00	7	7	Replace as required
9. Fixtures and fittings							
Maintain common lighting	1	Item	600.00	600.00	2	2	Ongoing maintenance allowance
Maintain common emergency lighting	1	Item	400.00	400.00	3	3	Replace as required
Upgrade video security intercom system - per entrance	2	Ea	2,600.00	5,200.00	14	14	Upgrade as required
Maintain security access system	1	Item	650.00	650.00	2	2	Ongoing maintenance allowance
10. Fence maintenance							
Repair or replace powder coated metal fence & gates (total: 52Lm – rate 100%) - 10%	5	Lm	101.47	507.00	12	12	Repair or replace as required
Repair or replace standard paling fence (total: 65Lm – rate 50%) - 10%	7	Lm	42.62	298.00	12	12	Repair or replace as required - shared boundary fence
11. Landscaping							
Maintain garden beds	1	Item	1,000.00	1,000.00	5	5	Upgrade as required
12. Fire equipment							
Repair or replace fire fighting equipment	1	Item	2,500.00	2,500.00	5	5	Repair or replace as required
Replace or upgrade fire control panel	1	Item	9,041.61	9,042.00	20	20	Replace as required
Replace fire hose reels	5	Ea	729.36	3,647.00	20	20	Replace only if existing cannot be repaired
Replace fire extinguishers	27	Ea	180.84	4,883.00	15	15	Replace as required
Repair or replace fire pump diesel	1	Ea	30,138.70	30,139.00	25	25	Repair or replace as required
Maintain diesel fire pumps	1	Ea	1,500.00	1,500.00	5	5	Ongoing maintenance program
Battery replacement program	1	Ea	422.52	423.00	3	3	Replace as required
Replace fire jacking pump - .3 kW	1	Ea	2,500.00	2,500.00	15	15	Replace as required
13. Lift							
Overhaul lift motor	2	Ea	16,000.00	32,000.00	25	25	This is an estimate only - lifts need to be individually inspected by a licensed contractor to provide an accurate quote.

Items	Qty	Unit	Rate (\$)	Value (\$)	Next Due	Total Life	Comments
14. Garbage refuse / bin room							
Repaint doors - both sides including architraves	2	Ea	125.00	250.00	10	10	Ongoing painting program
Repaint floor - non-slip	46	m2	29.14	1,340.00	5	5	Repaint as required or on paint cycles
Maintain garage bin lift motor	1	Item	1,200.00	1,200.00	5	5	Ongoing maintenance program

Inspector's Report for Strata Plan 96428

1. Actual Painting quotations can vary to our Painting Cost Estimates due to colour selection changes (ie: changing from light to dark or dark to light that may require multiple coats). Often over product specification that include either an impact membrane or 3 coat system can add up to 15-20% to the painting per square metre rate.
2. On instruction from the Body Corporate, all dividing fences, roofs, general maintenance and external painting of each unit is undertaken and funded by each individual owner as required and therefore has not been factored into this plan.
3. An allowance for general building maintenance and repairs was added for future works.
4. Money allocated for scaffold can be used for other access equipment eg.boomlift, cherrypicker.
5. The membrane on the roof needs regular maintenance and replacement over time which has been included in this report.
6. The metal roof & flashings needs regular maintenance.
7. An allowance for plumbing and drainage maintenance was included for the complex.
8. Monies were budgeted for the maintenance of the common area gardens, landscaping & tree pruning.
9. Maintenance of fire equipment was included in this report for smoke detectors, fire reels & extinguishers & the fire control panel.
10. Lift maintenance has been included in this report.

Report Notes

Capital Works Fund Plan (NSW)

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

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

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

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

74 Capital works fund

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

THIS REPORT DEALS WITH THE CAPITAL WORKS FUND PLAN.

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

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

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

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

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

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

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

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

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

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

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

Safety - The inspection does not cover safety issues.

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

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

Window Safety Device - It is mandatory to install a safety device/ lock that restricts the opening of an openable window to less than 12.5cm. The device must be able to withstand a specific outward pushing force. All windows in

every apartment building above a certain height must comply. (Section 118 Strata Schemes Management Act 2015; section 30 Strata Schemes Management Regulation 2016). An allowance has been made for the installation of these devices. Contact our office should you require a quotation to install these devices.

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

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

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

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



**MJ ENGINEERING
PROJECTS**

**INSPECTION REPORT ON:
2/3A FARRELL AVENUE,
DARLINGHURST
INSPECTION OF WATER
INGRESS**

Prepared By:

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0. Summary

Site Address	Unit 2/3A Farrell Ave, Darlinghurst NSW 2010
Strata Plan	SP457
Client	GK Strata Management

1. Revision History

Issue	Revision	Date	Purpose of Issue	Prepared by	Reviewed by
01	00	06-02-2023	Issued for internal review	DJ	MJ
01	00	06-02-2023	Issued to client	DJ	MJ



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6th February 2023

Strata Plan 457
C\ GK Strata Pty Ltd
Locked Bag No. 22
Haymarket NSW 1238

Attention: Mrs. Zoe Karageorge

Dear Zoe,

**Re: Unit 2/3A Farrell Ave, Darlinghurst NSW 2010 (SP457) –
Inspection Of Water Ingress in Home Units**

We have now completed our site inspection of the reported water ingress into unit two at the above property during the recent inclement weather. The purpose of the inspection was to assess the current reported water ingress into the home units, determine the causes of the water ingress and recommend methods of rectification to address this deficiency.

1. Inspection

The site inspection was carried out on 15.12.2023. The following observations were noted during the above inspection:

2. Site Observation

2.1 Unit 2

2.1.1 The occupant reported water ingress within the living and kitchen area particularly surrounding the timber windows. There was no evidence of water penetration through the external wall, although, there was an indication of excessive moisture within the wall cavity through the use of thermal imaging (refer to photos 1 and 2).

2.1.2 The timber windows within the living and kitchen area were noted to be deteriorated and are not closing adequately. This may compromise the overall water tightness of the window element (refer to photos 3 and 4).

2.1.3 Flat wall vents were observed on the external façade above the living and kitchen area reported to be experiencing water penetration. Furthermore, the omission of weep holes and damp proof courses (cavity flashing) above window elements and at slab levels was noted (refer to photos 5 and 6). Therefore, it is likely for wind driven rain to enter to the wall cavity and redirect towards internal areas.

3. Conclusion

From the site observations, the following are our conclusions:

- 1) The brickwork façade is not watertight in general and particularly at the flat wall vents which is allowing wind driven rain to penetrate into the wall cavity. Once the water is inside the cavity, it could travel anywhere within the cavity and end up inside one of the home units. Furthermore, due to the omission of a wall cavity flashing, the discharge of water penetration would be difficult.
- 2) Other elements within the building façade are not sealed adequately and is currently allowing water ingress to the inside of units.

4. Recommendation

The lack of watertightness within the building façade and external floors should be addressed immediately to eliminate further damage to building elements, prevent any health risks due to these dilapidated environments within the home units and to prevent any long term affects to the structural elements (i.e., concrete slab and walls).

Having said the above, the rectification method should be conducted in progressive staging of works to achieve resolving the waterproofing issue in the most cost-effective way:

The remedial works could be briefly summarised as follows:

4.1 Interim temporary solution to reduce water penetration to home units*

- 1) Carry out spray testing of facade elements to verify area of ingress.
- 2) Seal all gaps, cracks, and voids, around window frames and façade as per MJ Engineering recommended methodologies and materials as illustrated within the technical specification to prevent further water penetration inside the wall cavity.

*Please note that the above solution will not eliminate water ingress concerns, rather lessen the current effects. Furthermore, it is unlikely for a contractor to provide a full warranty for all future water penetration into unit two for conducting localised repairs.

4.2 Permeant solution of rectifying all deficiencies related to water ingress.

- 1) Removal of necessary brick course (3 courses typically) and temporary propping of brick wall above to allow for the rectification of areas currently depicting low weepholes.
- 2) Reinstate weep holes at a minimum height of 100mm above the natural ground level and installation of lead flashing in compliance with AS3700:2018.
- 3) The application of silicone-based sealant around all window frames, penetrations and other gaps that may allow water ingress to wall cavity.
- 4) Carry out spray testing to validate that the façade elements are now watertight.



Please note that this is only an inspection report mainly carried out to record our visual observations as requested by the strata manager of the above building.

This report should be followed up with a detailed technical specification outlining the full scope of the remedial works and the method to be implemented to rectify all defects.

We trust that this information is of assistance. However, please do not hesitate to contact the writer should you require anything further.

Yours Faithfully,

A handwritten signature in black ink, appearing to read 'DJ' with a stylized flourish.

Danny Joseph
Remedial Engineer



5. Photos Appendix



Photos 1 and 2 Represents: Indication of Excessive Moisture Within Unit 2





Photos 3 and 4 Represents: Deterioration of Timber Windows Within Unit 2





Photos 5 and 6 Represents: Inadequacy of Façade Elements Surrounding Unit 2

