

SydneyStrataReport

property strata inspections

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STRATA REPORT

Client	Oxford Agency
Address of property	Unit 9/132-134 Allison Road, Randwick, NSW.
Lot	9
Strata Plan	SP 90847
Name of Strata Management Co.	First Strata
Telephone Number of Strata Agent	1300 301 175
Report Date	9 August 2023

General Information

Owner's Name	Marcus Patrick Mahoney
Unit Entitlement.	48
Total Unit Entitlement.	1,000

Levy Contributions

Administration Fund contribution.	\$480.00
Capital Works Fund contribution.	\$386.88
Are There any Special Levies?	No on records presented.
Admin. Fund Balance Approx.	\$43,155.03
Capital Works Fund Balance.	\$81,347.06

Insurances

Building Insurance	Yes
Sum Insured	\$6,322,600.00
Insurance Company	Axis Insurance
Due Date	5 December 2023
Fire Safety Report ?	N/A
Certificate Date.	N/A
Pet Friendly?	Owners corporation permission needed.

Meetings

Annual General Meeting 30 December 2020	Administration Fund set at \$32,000.00 p.a. Capital Works Fund set at \$32,120.00 p.a.
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	<p>Building insurance continued, All other matters were renovation approvals, meeting formalities and general maintenance as per the scan below, no major works tabled. Meeting closed.</p>
<p>Annual General Meeting 23 March 2021</p> <p>Extraordinary General Meeting 21 November 2021</p>	<p>Administration Fund set at \$40,000.00 p.a. Capital Works Fund set at \$32,201.76 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>Resolved to terminate Strata Choice and appoint First Strata in their place.</p>
<p>Annual General Meeting 23 May 2022</p> <p>Strata Committee Meeting 6 December 2022</p>	<p>Administration Fund set at \$40,000.00 p.a. Capital Works Fund set at \$32,240.00 p.a. Building insurance continued, Roof leaks above Unit 15 and plumbing leaks in Unit 7 bathroom vanity to be attended to by contractors and a minor water leak in Unit 13 sun room also to be attended to by contractors. All other matters were meeting formalities and general maintenance as per the scan below, no major works tabled. Meeting closed.</p> <p>Patch repairs to the roof to be undertaken at a cost of \$7,500.00 plus GST. Other general matters are as per the attachment below. Please note the notice of this meeting records roof replacement recommended at a cost of \$229,130.00 Motion 5: A bylaw is to be drafted to allow sub-floor ventilation fans to be installed in lots 1, 2, 3, 4 and 5.</p>
<p>Annual General Meeting 30 January 2023</p>	<p>Administration Fund set at \$40,000.00 p.a. Capital Works Fund set at \$32,240.00 p.a. Building insurance continued, Roof works were looked at again and the \$7,500.00 repair to go ahead plus \$800.00 in other patch repairs, Motion 16: Sub-floor ventilation to be permitted in a bylaws passed at this meeting, All other matters were meeting formalities and general maintenance as per the scan below, no major works</p>

	tabled. Meeting closed.
Other comments.	This report is to be taken in context and in conjunction with the scans below.

Owners Corporation for Plan No. 90847

132 Alison Road Randwick New South Wales 2031
ABN/ACN 37244742409

LEVY STATEMENT - 9

OWNER: Marcus Patrick Mahony

For the period 1 Nov 2021 to 31 Oct 2023 - sorted by Due Date

Due Date	Issue Date	Grace Days	Payment Date	Payment Method	Description	Period (if applicable)	Admin Fund	Admin Penalty	Capital Fund	Capital Penalty	LEVY BALANCE	PENALTY BALANCE
					brought forward		-669.52	-13.39	-386.45	-7.73	-1,055.97	-21.12
			31-12-21		Journal - Opening Balance - Debt Recovery Fees		-69.51				-1,125.48	-21.12
			03-02-22	TRANSFER	Payment 2013.48		1,219.03	13.39	773.33	7.73	866.88	0.00
04-02-22	20-01-22				Other Levy Quarterly Strata Levy Admin Fund - 1 December 2021 to 28 February 2022		-480.00				386.88	0.00
04-02-22	20-01-22				Other Levy Quarterly Strata Levy Capital Works Fund - 1 December 2021 to 28 February 2022				-386.88		0.00	0.00
05-03-22	18-02-22				Levies - normal	01-03-22 to 31-05-22	-480.00				-480.00	0.00
05-03-22	18-02-22				Levies - normal	01-03-22 to 31-05-22			-386.88		-866.88	0.00
04-04-22	09-05-22	34			Penalty			-3.95			-866.88	-3.95
04-04-22	09-05-22	34			Penalty					-3.18	-866.88	-7.13
04-05-22	08-06-22	34			Penalty					-3.18	-866.88	-10.31
04-05-22	08-06-22	34			Penalty			-3.95			-866.88	-14.26
01-06-22	28-04-22				Levies - normal	01-06-22 to 31-08-22	-480.00				-1,346.88	-14.26
01-06-22	28-04-22				Levies - normal	01-06-22 to 31-08-22			-386.88		-1,733.76	-14.26
03-06-22	08-07-22	34			Penalty			-3.95			-1,733.76	-18.21
03-06-22	08-07-22	34			Penalty					-3.18	-1,733.76	-21.39
01-07-22	05-08-22	34			Penalty			-3.95			-1,733.76	-25.34
01-07-22	05-08-22	34			Penalty					-3.18	-1,733.76	-28.52
03-07-22	07-08-22	34			Penalty					-3.18	-1,733.76	-31.70
03-07-22	07-08-22	34			Penalty			-3.95			-1,733.76	-35.65
31-07-22	04-09-22	34			Penalty					-3.18	-1,733.76	-38.83
31-07-22	04-09-22	34			Penalty			-3.14			-1,733.76	-41.97
			24-08-22	TRANSFER	Payment 1000.00		577.47	19.75	386.88	15.90	-769.41	-6.32
31-08-22	05-10-22	34			Penalty			-3.14			-769.41	-9.46
31-08-22	05-10-22	34			Penalty					-3.18	-769.41	-12.64
01-09-22	30-07-22				Levies - normal	01-09-22 to 30-11-22	-480.00				-1,249.41	-12.64
01-09-22	30-07-22				Levies - normal	01-09-22 to 30-11-22			-386.88		-1,636.29	-12.64
29-09-22	03-11-22	34			Penalty					-3.18	-1,636.29	-15.82

Owners Corporation for Plan No. 90847

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LEVY STATEMENT - 9

OWNER: Marcus Patrick Mahony

For the period 1 Nov 2021 to 31 Oct 2023 - sorted by Due Date

Due Date	Issue Date	Grace Days	Payment Date	Payment Method	Description	Period (if applicable)	Admin Fund	Admin Penalty	Capital Fund	Capital Penalty	LEVY BALANCE	PENALTY BALANCE
29-09-22	03-11-22	34			Penalty			-3.14			-1,636.29	-18.96
01-10-22	05-11-22	34			Penalty			-3.95			-1,636.29	-22.91
01-10-22	05-11-22	34			Penalty					-3.18	-1,636.29	-26.09
29-10-22	03-12-22	34			Penalty			-3.14			-1,636.29	-29.23
29-10-22	03-12-22	34			Penalty					-3.18	-1,636.29	-32.41
31-10-22	05-12-22	34			Penalty					-3.18	-1,636.29	-35.59
31-10-22	05-12-22	34			Penalty			-3.95			-1,636.29	-39.54
					-- START OF LEVY YEAR 2022						-1,636.29	-39.54
					--							
28-11-22	02-01-23	34			Penalty					-3.18	-1,636.29	-42.72
28-11-22	02-01-23	34			Penalty			-3.14			-1,636.29	-45.86
30-11-22	04-01-23	34			Penalty			-3.95			-1,636.29	-49.81
30-11-22	04-01-23	34			Penalty					-3.18	-1,636.29	-52.99
01-12-22	28-10-22				Levies - normal	01-12-22 to 28-02-23	-480.00				-2,116.29	-52.99
01-12-22	28-10-22				Levies - normal	01-12-22 to 28-02-23			-386.88		-2,503.17	-52.99
28-12-22	01-02-23	34			Penalty			-3.14			-2,503.17	-56.13
28-12-22	01-02-23	34			Penalty					-3.18	-2,503.17	-59.31
30-12-22	03-02-23	34			Penalty					-2.97	-2,503.17	-62.28
30-12-22	03-02-23	34			Penalty			-3.68			-2,503.17	-65.96
31-12-22	04-02-23	34			Penalty			-3.68			-2,503.17	-69.64
31-12-22	04-02-23	34			Penalty					-2.97	-2,503.17	-72.61
12-01-23	12-01-23				Other Debt recovery costs Lot 9 Level 1		-11.00				-2,514.17	-72.61
27-01-23	03-03-23	34			Penalty			-2.93			-2,514.17	-75.54
27-01-23	03-03-23	34			Penalty					-2.97	-2,514.17	-78.51
27-01-23	03-03-23	34			Penalty			-3.68			-2,514.17	-82.19
27-01-23	03-03-23	34			Penalty					-2.97	-2,514.17	-85.16
28-01-23	04-03-23	34			Penalty			-3.68			-2,514.17	-88.84
28-01-23	04-03-23	34			Penalty					-2.97	-2,514.17	-91.81
24-02-23	31-03-23	34			Penalty					-2.97	-2,514.17	-94.78
24-02-23	31-03-23	34			Penalty			-3.68			-2,514.17	-98.46

Owners Corporation for Plan No. 90847

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For the period 1 Nov 2021 to 31 Oct 2023 - sorted by Due Date

Due Date	Issue Date	Grace Days	Payment Date	Payment Method	Description	Period (if applicable)	Admin Fund	Admin Penalty	Capital Fund	Capital Penalty	LEVY BALANCE	PENALTY BALANCE
24-02-23	31-03-23	34			Penalty					-2.97	-2,514.17	-101.43
24-02-23	31-03-23	34			Penalty			-2.93			-2,514.17	-104.36
25-02-23	01-04-23	34			Penalty					-2.97	-2,514.17	-107.33
25-02-23	01-04-23	34			Penalty			-3.68			-2,514.17	-111.01
01-03-23	26-01-23				Levies - normal (interim)	01-03-23 to 31-05-23	-480.00				-2,994.17	-111.01
01-03-23	26-01-23				Levies - normal (interim)	01-03-23 to 31-05-23			-386.88		-3,381.05	-111.01
24-03-23	28-04-23	34			Penalty			-2.93			-3,381.05	-113.94
24-03-23	28-04-23	34			Penalty					-2.97	-3,381.05	-116.91
24-03-23	28-04-23	34			Penalty			-3.68			-3,381.05	-120.59
24-03-23	28-04-23	34			Penalty					-2.97	-3,381.05	-123.56
25-03-23	29-04-23	34			Penalty			-3.68			-3,381.05	-127.24
25-03-23	29-04-23	34			Penalty					-2.97	-3,381.05	-130.21
29-03-23	03-05-23	34			Penalty			-3.68			-3,381.05	-133.89
29-03-23	03-05-23	34			Penalty					-2.97	-3,381.05	-136.86
21-04-23	26-05-23	34			Penalty					-2.97	-3,381.05	-139.83
21-04-23	26-05-23	34			Penalty			-3.68			-3,381.05	-143.51
21-04-23	26-05-23	34			Penalty					-2.97	-3,381.05	-146.48
21-04-23	26-05-23	34			Penalty			-2.93			-3,381.05	-149.41
22-04-23	27-05-23	34			Penalty					-2.97	-3,381.05	-152.38
22-04-23	27-05-23	34			Penalty			-3.68			-3,381.05	-156.06
26-04-23	31-05-23	34			Penalty					-2.97	-3,381.05	-159.03
26-04-23	31-05-23	34			Penalty			-3.68			-3,381.05	-162.71
19-05-23	23-06-23	34			Penalty			-3.14			-3,381.05	-165.85
19-05-23	23-06-23	34			Penalty					-3.18	-3,381.05	-169.03
19-05-23	23-06-23	34			Penalty			-3.95			-3,381.05	-172.98
19-05-23	23-06-23	34			Penalty					-3.18	-3,381.05	-176.16
20-05-23	24-06-23	34			Penalty			-3.95			-3,381.05	-180.11
20-05-23	24-06-23	34			Penalty					-3.18	-3,381.05	-183.29
24-05-23	28-06-23	34			Penalty			-3.95			-3,381.05	-187.24
24-05-23	28-06-23	34			Penalty					-3.18	-3,381.05	-190.42
01-06-23	28-04-23				Levies - normal	01-06-23 to 31-08-23	-480.00				-3,861.05	-190.42

Owners Corporation for Plan No. 90847

132 Alison Road Randwick New South Wales 2031
ABN/ACN 37244742409

LEVY STATEMENT - 9

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For the period 1 Nov 2021 to 31 Oct 2023 - sorted by Due Date

Due Date	Issue Date	Grace Days	Payment Date	Payment Method	Description	Period (if applicable)	Admin Fund	Admin Penalty	Capital Fund	Capital Penalty	LEVY BALANCE	PENALTY BALANCE
01-06-23	28-04-23				Levies - normal	01-06-23 to 31-08-23			-386.88		-4,247.93	-190.42
18-06-23	23-07-23	34			Penalty					-3.18	-4,247.93	-193.60
18-06-23	23-07-23	34			Penalty			-3.95			-4,247.93	-197.55
18-06-23	23-07-23	34			Penalty					-3.18	-4,247.93	-200.73
18-06-23	23-07-23	34			Penalty			-3.14			-4,247.93	-203.87
19-06-23	24-07-23	34			Penalty					-3.18	-4,247.93	-207.05
19-06-23	24-07-23	34			Penalty			-3.95			-4,247.93	-211.00
23-06-23	28-07-23	34			Penalty					-3.18	-4,247.93	-214.18
23-06-23	28-07-23	34			Penalty			-3.95			-4,247.93	-218.13
01-07-23	05-08-23	34			Penalty			-3.95			-4,247.93	-222.08
01-07-23	05-08-23	34			Penalty					-3.18	-4,247.93	-225.26
01-09-23	29-07-23				Levies - normal	01-09-23 to 30-11-23	-480.00				-4,727.93	-225.26
01-09-23	29-07-23				Levies - normal	01-09-23 to 30-11-23			-386.88		-5,114.81	-225.26
Balance of account as at 31 Oct 2023 \$							-2,793.53	-120.50	-2,321.28	-104.76	-5,114.81	-225.26
Total Balance \$											-5,340.07	

Important Note: The date range shown on the top of this report represents the period over which the report is showing transactions. This is NOT a reflection of your "paid to" date.

ANNUAL FINANCIAL STATEMENTS

For the period 1 November 2022 to 31 October 2023

Prepared For

Rothesay

Strata Plan 90847

132 Alison Road
Randwick
New South Wales 2031

Manager

Scott Martel
First Strata Pty Ltd Office Acc

Printed

8 August 2023

Balance Sheet

Administrative & Capital Works Fund

Owners Corporation for Plan No. 90847

As at 31st October 2023

132 Alison Road Randwick New South Wales 2031

ABN/ACN 37244742409

Assets

2023

Cash		103,229.33
Levies in Arrears	Note 7	24,957.00
Total Assets		\$ 128,186.33

Liabilities

Unallocated Monies Received	Note 8	3,684.24
Total Liabilities		\$ 3,684.24

Net Assets **\$ 124,502.09**

Equity

Administrative Fund	43,155.03
Capital Works Fund	81,347.06
Total Equity	\$ 124,502.09

Income and Expenditure Statement

Administrative Fund

Owners Corporation for Plan No. 90847

1 November 2022 to 31 October 2023

132 Alison Road Randwick New South Wales 2031

ABN/ACN 37244742409

Income

Levy Fees - normal	40,000.00
Levy Fees - other	33.00
Mutual Revenue - penalty interest	307.94
Total Administrative Fund Income	40,340.94

Expenditure

Accountant - audit fees	44.00
Accountant - company tax returns	198.00
Auditor	527.63
Bank Fees & Charges - DEFT fees	38.50
Bank Fees & Charges - account keeping fees	12.00
Cleaning Service	5,930.23
Committee Expenses - subscriptions	263.86
Common Property - General Repairs & Maintenance	165.00
Debt Collection Service	33.00
Door & Window Maintenance	673.00
Electrical Repairs	913.00
Fire Protection Services	3,653.39
Fire Protection Services - annual audit fees	97.50
Fire Protection Services - compliance certification	220.00
Garden/Lawn Maintenance	264.00
Insurance Premiums	7,955.89
Legal Services - by-law drafting	550.00
Owners Corporation Manager - disbursements	433.16
Owners Corporation Manager - management fees	3,459.39
Owners Corporation Manager - other	44.00
Owners Corporation Manager - schedule B fees	825.00
Pest Control Services	583.00
Taxes, Fees & Charges - lodgement fees	45.00
Water - charges	3,112.50
Total Administrative Fund Expenditure	30,041.05

Surplus / Deficit for period	10,299.89
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Income and Expenditure Statement (continued)**Administrative Fund****Owners Corporation for Plan No. 90847****1 November 2022 to 31 October 2023**

132 Alison Road Randwick New South Wales 2031

ABN/ACN 37244742409

Summary

Opening Balance as at 1 November 2022	32,855.14
Total Revenue during period	40,340.94
Total Expenditure during period	(30,041.05)
Administrative Fund balance as at 31 October 2023	\$ 43,155.03

Income and Expenditure Statement

Capital Works Fund

Owners Corporation for Plan No. 90847

1 November 2022 to 31 October 2023

132 Alison Road Randwick New South Wales 2031

ABN/ACN 37244742409

Income

Levy Fees - normal	32,240.00
Mutual Revenue - penalty interest	276.38
Total Capital Works Fund Income	32,516.38

Expenditure

Cleaning Service	653.11
Door & Window Maintenance	511.50
Fire Protection Services	3,283.50
General Repairs	690.00
Roof	9,130.00
Total Capital Works Fund Expenditure	14,268.11

Surplus / Deficit for period **18,248.27**

Summary

Opening Balance as at 1 November 2022	63,098.79
Total Revenue during period	32,516.38
Total Expenditure during period	(14,268.11)
Capital Works Fund balance as at 31 October 2023	\$ 81,347.06

Notes To Financial Statements

Owners Corporation for Plan No. 90847

132 Alison Road Randwick New South Wales 2031

ABN/ACN 37244742409

Note 1 Summary of Accounting Policies

This special purpose financial report has been prepared for distribution to owners to fulfill the owners corporation's financial reporting requirements. The accounting policies used in the preparation of this report, as described below, are in the opinion of the owners corporation manager appropriate to meet the needs of owners. (a) The financial report has been prepared on the Accrual basis of accounting including the historical cost convention and the going concern assumption. (b) The requirements of Accounting Standards and other professional reporting requirements in Australia do not have mandatory applicability to the body corporate because it is not a "reporting entity" as defined in those Standards.

Note 2 Levies in Arrears, in Advance, not Due and payments unidentified

Any items shown as "Levies in Arrears" and "Levies in Advance" in the Balance Sheet represent the position of all levies in arrears or advance, as the case may be, as at the balance date. Any items shown as "Levies not Due" in the Balance Sheet represent levies which have a due date after the balance date. Any items shown as "Levy payments unidentified" in the Balance Sheet represent levy payments that have been received, however could not be identified and therefore allocated to a unit correctly, these funds are held as a liability until they can be correctly allocated. Any other charges against unit owners in arrears or payments in advance appear as liabilities and assets, as the case may be, elsewhere in the Balance Sheet.

Note 3 Unallocated Monies Received

Any items shown as "Unallocated Monies Received" in the Balance Sheet represents amounts received for levies and/or items not yet billed and are recognised as revenue on the day the levy and/or invoice is billed.

Note 4 Income Tax

Assessable income such as interest, dividends and other investment income derived by the Owners Corporation, is taxable at the current company tax rate of 30%. Assessable income received by the Owners Corporation in respect of common property, other than as stated above, is taxable in the hands of individual owners as determined by Tax Ruling 2015/3.

Note 5 Depreciation

Common property, including assets fixed to it, is not beneficially owned by the owners corporation and is therefore not depreciable. Non-fixed assets that are purchased by the owners corporation are beneficially owned by it, but the purchase cost is expensed upon acquisition and not depreciated.

Note 6 Unearned Revenue

Any items shown as "Unearned Revenue" in the Balance Sheet represents money received for a service or product that has yet to be fulfilled. For example, pre-payment on a lease agreement. The revenue is a liability until it has been 'earned' by the owners corporation.

Note 7 Levies in Arrears - also see note 2

Detail	Amount
Lot: 1 Unit: 1	1408.68
Lot: 2 Unit: 2	866.88
Lot: 4 Unit: 4	1264.20
Lot: 5 Unit: 5	1860.18
Lot: 7 Unit: 7	1740.89
Lot: 9 Unit: 9	5340.07
Lot: 10 Unit: 10	8250.06
Lot: 11 Unit: 11	1264.20
Lot: 12 Unit: 12	866.88
Lot: 13 Unit: 13	1228.08
Lot: 14 Unit: 14	866.88
	\$ 24,957.00

Note 8 Unallocated Monies Received - also see note 3

Detail	Amount
Lot: 8 Unit: 8	3684.24
	\$ 3,684.24

These notes (other than notes added by the owners corporation manager) are the subject of copyright and are generated by the software program "Strataware", developed by Mystrata Pty Ltd (www.mystrata.com). These notes explain how the accounts were prepared, what specific policies/rulings apply and further clarify the figures in the financial statement. The form of accounts produced by Strataware has been settled by a prominent national firm of Chartered Accountants. The accuracy of data used to generate the accounts is the responsibility of the software user.

CERTIFICATE OF CURRENCY

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

Policy Number: P-018317

Policy Class: Axis Residential Strata Insurance Policy

Insured: SP 90847

Interested Party:

Interest Insured:

Location: 132 Alison Road

RANDWICK

State: NSW

Postcode: 2031

Inception Date: 4:00pm on 5th December 2022

Expiry Date: 4:00pm on 5th December 2023

Sums Insured:	1. Buildings	\$	6,322,600
	Common Contents	\$	63,226
	Loss of Rent	\$	948,390
	Option Cover: Floating Floors		Insured
	Option Cover: Loss of Lot/Unit Market Value		Not Insured
	Option Cover: Catastrophe Cover	15%	Insured
	2. Public or Legal Liability	\$	20,000,000
	3. Personal Accident	\$	200,000/2000
	4. Fidelity Guarantee	\$	100,000
	5. Machinery Breakdown	\$	
6. Office Bearers Legal Liability	\$	5,000,000	
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: 23 December 2022



Axis Underwriting Services Pty Ltd
as Agents of the Insurers

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

132 ALISON ROAD RANDWICK

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

- SP90847 -

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

RESIDENTIAL UNITS

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

Name

SP90847 C/- STRATA CHOICE

Address

LOCKED BAG 1919, ST LEONARDS 1590

Section 4: Fire safety measures

Fire safety measure	Minimum standard of performance	Date(s) assessed	APFS *
AUTOMATIC FIRE DETECTION SYSTEM <ul style="list-style-type: none">- WITHIN COMMON AREAS (SMOKE)- ROOFSPACE (THERMAL)- TOP FLOOR UNITS (THERMAL)- ALL UNITS (SMOKE DETECTOR WITH ALARM ACKNOWLEDGEMENT FACILITY)	Common Area - BCA Spec E2.2a Clause 4 & AS 1670.1 – 1995 <ul style="list-style-type: none">- Roof space thermal – AS1670.1 – 1995 / AS1670.7 – 1991 clause 4.5.3- Top floor thermals – AS1670.1 – 1995 / AS1670.2 – 1997 clause 4.5.3- All units – Spec E2.2a clause 2(a).i. b Building Occupant Warning System – BCA Spec E2.2a Clause 6	26/11/2021 14/02/2022	F029402A
EMERGENCY LIGHTS	BCA E4.2, E4.4 & AS 2293.1 – 1995	26/11/2021 14/02/2022	F029402A
FIRE DOORS	BCA C3.8 and Spec C3.4 & AS 1905.1 – 1990	26/11/2021 14/02/2022	F029402A
HOSE REEL SYSTEM	BCA E1.4 & AS2441 - 2005	26/11/2021	F029402A
PORTABLE FIRE EXTINGUISHERS	BCA E1.6 & AS2444 - 2001	26/11/2021	F029402A

Fire Safety Statement

Part 9 of the Environmental Planning and Assessment Regulation 2000



Fire safety measure	Minimum standard of performance	Date(s) assessed	APFS *
SOLID CORE DOORS	BCA Clause C3.11	26/11/2021 14/02/2022	F029402A
PATHS OF TRAVEL	EP&A Reg 2000 Part 9, Div 7 clause 186	26/11/2021	F029402A
LIGHTWEIGHT CONSTRUCTION (UNITS 1, 3 AND 5)	BCA C1.8 & BCA Spec C1.1	26/11/2021	F029402A

* 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 *
WHOLE	26/11/2021	F029402A

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

Section 6: Name and contact details of accredited practitioners (fire safety) (APFSs)

Full name	Phone	Email	Accreditation No.*	Signature
DREW IVISON	0299061626	DREW.IVISON@CIVILFIRE.COM.AU	F029402A	

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

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

Full name	
Scott Martel	
Organisation (if applicable)	Title/Position (if applicable)
First Strata Pty Ltd	Strata Manager
Phone	Email
1300301175	info@firststrata.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, **Scott Martel as Strata Managing Agent** (insert full name) being the: owner owner's agent declare that:

- each essential fire safety measure specified in this statement has been assessed by an accredited practitioner (fire safety) and was found, when it was assessed, to be capable of performing:
 - in the case of an essential fire safety measure applicable by virtue of a fire safety schedule, to a standard no less than that specified in the schedule, or
 - in the case of an essential fire safety measure applicable otherwise than by virtue of a fire safety schedule, to a standard no less than that to which the measure was originally designed and implemented, and
- the building has been inspected by 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
	14 February 2022

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

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

Fire Safety Statement

Information to help building owners complete the Fire Safety Statement form



FIRE SAFETY SCHEDULE

The essential fire safety measures to be included in the fire safety statement (as a minimum) are detailed below:

The following fire safety measures exist in the building.

FIRE SAFETY MEASURE	BUILDING CODE OF AUSTRALIA REFERENCE	MINIMUM STANDARD OF PERFORMANCE <small>(To be specified in the Fire Safety Statement)</small>
Automatic smoke/fire detection and alarm systems (within common areas (smoke), roof space (thermal), top floor units (thermal), smoke detectors spaced to smoke alarm requirements within each unit and alarm acknowledgement facility within each unit).	Clause E2.2a, Clause 2(a) (i) (B), Clause 4, Clause 6.	AS 1670.2 (1997), AS 1670.1 (1995)
Emergency lighting	Clauses E4.2 & E4.4	AS 2293.1 (1995)
Fire doors (self-closing or automatic closing)	Clauses C3.8, D1.8	AS 1905.1 (1990) (fire doors),
Hose reel systems	Clause E1.4	AS 2441 (2005)
Portable fire extinguishers	Clause E1.6	AS 2444 (2001)
Solid core doors (self-closing)	Clause C3.11	BCA Clause C3.11
Paths of travel, exits and fire safety notices	Environmental Planning and Assessment Regulation 2000 Part 9 Division 7, Clause 186	Environmental Planning and Assessment Regulation 2000 Part 9 Division 7, Clause 186
Lightweight construction inc: units 1, 3, 5	Clause C1.8 & Spec. C1.1	BCA Specifications C1.1 & C1.8

Fire Safety Statement

Information to help building owners complete the Fire Safety Statement form

Please note:

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

General

- Please print in CAPITAL LETTERS and complete all relevant sections in full.
- A reference to 'the Regulation' is a reference to the *Environmental Planning and Assessment Regulation 2000*.
- An 'APFS' is an accredited practitioner (fire safety) as defined in clause 3 of the Regulation.
- The completed fire safety statement form must be submitted to both the local council and Fire and Rescue NSW.
- Please contact your local council for further information about how to submit the completed statement.
- Completed statements can be emailed to Fire and Rescue NSW at afss@fire.nsw.gov.au. Alternately, statements can be posted to Fire and Rescue NSW, Locked Bag 12, Greenacre NSW 2190. For further information about this process, please visit the 'Lodge a fire safety statement' page at www.fire.nsw.gov.au.
- As soon as practicable after issuing the fire safety statement, the building owner must display a copy (together with a copy of the current fire safety schedule) in a prominent location within the building.
- Further information about building fire safety is available on the 'Fire safety' page of the Department's website at www.planning.nsw.gov.au.

Section 1: Type of statement

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

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

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

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

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

Section 4: Fire safety measures

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

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

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

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

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

- An APFS is a person engaged by the building owner(s) to undertake the assessment of fire safety measures in section 4 and the inspection of the buildings exit systems in section 5 (for an annual fire safety statement).
- The purpose of this section is to record the name and contact details of each APFS who assessed a fire safety measure listed in section 4 or inspected the building or part of the building as specified in section 5.
- Each APFS listed in the table must also sign the fire safety statement. Alternatively, an APFS could provide the building owner or agent with a separate signed document to endorse the relevant part of the fire safety statement.
- The first industry accreditation scheme for APFS has been approved by the NSW Government.
- From July 1 2020, a building owner must select an APFS from a register of accredited practitioners. The accreditation number of each relevant CFSP must be listed on the form.
- If the building owner has determined the competence of the APFS because the Commissioner for Fair Trading is satisfied there are no practitioners accredited under an industry approved accreditation scheme to assess a specific fire safety measure and has authorised the owner to do so, there is no requirement to include an accreditation number on the form.
- Further information about the approved industry accreditation schemes can be found on the 'Fire safety practitioners' page of the NSW Fair Trading website at www.fairtrading.nsw.gov.au.

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

- The purpose of this section of the form is to detail the name and contact details of the person who is issuing the statement i.e. the person who completes and signs section 8 or section 9 of the form. This could be the owner(s) of the building or a nominated agent of the owner(s).
- Where a person issues the statement on behalf of an organisation (as the owner of the building), the name of the organisation and the title/position of the person must be provided. The person issuing the statement as a representative of the organisation must have the appropriate authority to do so.
- Where a person issues the statement on behalf of the owner(s) (as the owner's agent), this person must have the appropriate authority from the building owner(s) to undertake this function.
- In the case of a building with multiple owners, one owner may issue the statement, however each of the other owners must authorise the owner who issues the statement to act as their agent.
- The person issuing the statement must not be an APFS who is listed in section 6 or their employer/employee or direct associate. This recognises the different roles and responsibilities for building owner(s) and the APFS in the fire safety statement process. This is important because the Regulation makes building owners responsible for declaring that fire safety measures have been assessed and the building inspected (for the purposes of section 5) by an APFS. This ensures that building owners, who are ultimately responsible, remain engaged in the fire safety statement process.

- In addition, only the building owner(s) can determine that a person is competent to perform the fire safety assessment functions where there is no person who holds accreditation. The building owner(s) are also responsible for ensuring that essential fire safety measures are maintained in accordance with clause 182 of the Regulation. An agent cannot be made responsible for these requirements.

Section 8: Annual fire safety statement declaration

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

Section 9: Supplementary fire safety declaration

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

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Minutes of Annual General Meeting

- PRESENT PERSONALLY:** A. Cvetko (Lot 15) G. Cornish (Lot 13) G. Lombardo (Lot 3)
J. Purchas (Lot 14) Siyi Wang (Lot 7) Ternic Pty Ltd (Lot 1, 2 & 5)
A. Tian
- PRESENT BY PROXY:** M. Mahony Held by J. Mahony
- IN ATTENDANCE:** Melanie Nunes (Strata Choice)
- CHAIRPERSON:** Melanie Nunes chaired the meeting
- 1. MINUTES:** **RESOLVED** that the Minutes of the last General Meeting be confirmed as a true and accurate record of the proceedings of that meeting.
- 2. ACCOUNTS:** **RESOLVED** that the Financial Statements as supplied be accepted.
- 3. AUDITOR:** **MOTION LOST** that the Owners Corporation appoint an auditor.
- 4. INSURANCES:** **RESOLVED** that the Owners Corporation insurances as listed be confirmed.
- 5. CAPITAL WORKS FUND PLAN:** **RESOLVED** that the Owners Corporation considered the Capital Works Fund Plan from Solutions IE dated 9th March 2017 and determined to implement the plan in relation to the setting of the Capital Works Fund budget.
- 6. ESTIMATES FOR ADMINISTRATIVE & CAPITAL WORKS FUNDS:** **RESOLVED** that the following consideration of the statement of existing financial situation and of estimated receipts and payments presented at the meeting that:
(a) Contributions to the administrative fund are estimated and determined at \$32,000.00 no GST
(b) Contributions to the capital works fund are estimated and determined at \$32,170.52 no GST
(c) The proportion of said contributions payable by the owners of each lot shall be in accordance with the proposed levy schedule approved at the meeting;
(d) The contributions of each owner to be payable by equal quarterly instalments in advance, the first such instalment to be due on **1st December 2019 (payable by 3rd April 2020)**; and
(e) These minutes shall serve as a notice to each lot owner of the amount and due date of each instalment of such contributions.
- 7. THE STRATA COMMITTEE:** **RESOLVED** the number of nominations equalled the number of persons to be elected, that number being 5 and the following were duly elected:
A. Cvetko (Lot 15) G. Cornish (Lot 13) G. Lombardo (Lot 3)
J. Purchas (Lot 14) M. Mahony (Lot 9)
- 8. RESTRICTIONS ON STRATA COMMITTEE:** **RESOLVED** that no restrictions be placed on the Strata Committee.
- 9. REPORT ON COMMISSIONS:** **RESOLVED** that the Strata Managing Agent reported on the commissions and training services received in the past 12 months and an estimate of commissions and training services to be received in the next 12 months.

- 10. ANNUAL FIRE SAFETY STATEMENT:** **RESOLVED** that the Owners Corporation resolves that whilst the Managing Agent is appointed to the scheme and when an Annual Fire Safety Statement is required in accordance with Part 9, Division 5 of the NSW Environmental Planning and Assessment Regulations 2000:
- (a) It is required on an annual basis to engage a competent person to provide an annual fire safety statement; and
 - (b) Subject to receipt of the statement from the competent person, it is instructed to forward to the Strata Committee the Annual Fire Safety Statement and supporting documentation for instruction by the Strata Committee. In the event that the Managing Agent receives no response from the Strata Committee, the Managing Agent is instructed to sign on behalf of the scheme and lodge the statement with local Council and cause a copy of the statement to be given to the Fire Commissioner.
 - (c) Subject to receipt of the statement, is authorised to affix the common seal to the statement on behalf of the Owners Corporation.

Note: Request new Fire Contractor quotations for AFSS.

- 11. DEBT COLLECTION:** **RESOLVED** that The Owners – Strata Plan No 90847, pursuant to the Strata Schemes Management Act 2015 (including section 103) for the purpose of collecting levy contributions to authorise the Strata Managing Agent and/or the Strata Committee to do any one or more of the following:
- (a) To issue arrears notices, reminder notices and/or letters to seek recovery of levy contributions and the recovery of other debts, including penalties, interest, legal and other costs/expenses;
 - (b) To engage or appoint the services of a debt collection agency, obtain legal advice and/or retain legal representation and/or experts on behalf of The Owners- Strata Plan No 90847;
 - (c) To issue demands, commence, pursue, continue or defend any court, tribunal or any other proceedings against any lot owner, mortgagee in possession and/or former lot owner in relation to all matters arising out of the recovery of levy contributions and the recovery of other debts, including penalties, interest, legal and other costs;
 - (d) Enter and enforce any judgment obtained in the collection of levy contributions including issuing writ for levy of property (personal and real property), garnishee orders, examination notices/orders/hearings, bankruptcy notices, statutory demands and commencing and maintaining bankruptcy proceedings or winding up proceedings;
 - (e) Filing an appeal or defending an appeal against any judgment concerning the collection of levy contributions; and
 - (f) Liaise, instruct and prepare all matters with the Owners Corporation's debt collection agents, lawyers and experts in relation to any levy recovery proceedings.

- 12. PAYMENT PLAN:** **RESOLVED** that The Owners – Strata Plan 90847 agree to enter into payment plans generally for matters involving arrears of unpaid contributions/levies or other amounts including interest, legal and other costs/expenses thereon and to delegate to the strata manager and/or the Strata Committee the ability to enter into, arrange and monitor each such payment plan limited to a period of 12 months per payment plan with any further or subsequent payment plan to be entered into as agreed by the Strata Committee or Owners Corporation by resolution.

- 13. CHILD WINDOW SAFETY DEVICES RECERTIFICATION:**
1. **RESOLVED** that all lot owners and occupiers are hereby alerted as to the following:
 - The statutory requirements mandated by section 118 of the Strata Schemes Management Act 2015 (NSW); and
 - Importance to have compliant window safety devices for all applicable windows; and
 - There is an absence of any written complaint or concern (being current) from any lot owner and/or occupier in the matters.

2. **RESOLVED** that the owners corporation determined the following:

OPTION 1 – SELF CHECK BY OWNERS / RESIDENTS:

That:

- In order to enable the owners corporation to ensure that there are complying window safety devices for all windows within or adjoins all lots as required by law, the strata manager is instructed to carry out the following:
 - (a) That a fact sheet relating to complying window safety devices shall be circulated to all owners;
 - (b) That a request is made to each owner and/or resident to inspect and complete an online survey to note any device which is not functioning or missing
- The strata manager forwards the survey results to the strata committee for direction in reference to any owners and/or residents that have not responded and report any devices which are not functioning or missing.
- Unless and until the owners corporation receives the completed survey questions from a lot owner indicating there is a problem or issue relating to the window safety devices within or adjoin its lot, the owners corporation deems that there are complying window safety devices for all windows applicable to the lot.
- The strata managing agent is instructed to repeat the above process annually.

**14. LOT 7 AMENDED
INTERNAL
RENOVATIONS:**

RESOLVED that the Owners Corporation of Strata Plan 90847 SPECIALLY RESOLVE pursuant to;

The Owners – Strata Plan No. 90847 SPECIALLY RESOLVES pursuant to sections 108 and 143 of the Strata Schemes Management Act 2015 (“Act”) to:

1. Authorise the Owners of Lot 7 to add to, alter and erect new structures on the common property by carrying out of 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 Owners of Lot 7 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: SIYI WANG and ZEWEN CHEN, the Owners of Lot 7.

Explanatory note: The Owners propose the following by-law for the works undertaken by the owner of Lot 7. The Owner of Lot 7 acknowledges their obligations under the existing registered by-laws, including By-law 14 – Floor coverings.

**15. LOT 7 – RENOVATION
SPECIAL BY-LAW:**

RESOLVED that the Owners-Strata Plan No. 90847 SPECIALLY RESOLVE pursuant to;

(b) Section 108 and Section 143 of the Strata Schemes Management Act 2015, makes a common property rights by-law for the benefit of the Owner from time to time of Lot 7 as set out in the Annexure to Change of by-law appended to the agenda of the general meeting passing this by-law and RESOLVE that the Managing Agent be authorised to affix the common seal of the Owners Corporation in accordance with section 273 of the Strata Schemes Management Act 2015 on the notification to

change to the by-laws and organise lodgement in accordance with section 141 (2) of the Strata Schemes Management Act 2015 at the Registrar-General's Office.

(f) Works means all building works and all related services supplied to effect the installation of the works as set out in the scope of works, quote dated 18 November 2019 and plans prepared by Tin Ma Building Solution Pty Ltd, attached to this by-law and marked Annexure "A".

Meeting closed at: 6.50pm

Minutes of Strata Committee Meeting

MOTIONS

- PRESENT PERSONALLY:** A. Cvetko (Lot 15) G. Cornish (Lot 13) G. Lombardo (Lot 3)
J. Purchas (Lot 14)
- PRESENT BY PROXY:** M. Mahony (Lot 9) Held by J. Mahony
- IN ATTENDANCE:** Melanie Nunes (Strata Choice)
- CHAIRPERSON:** Melanie Nunes chaired the meeting
- 1. OFFICE BEARERS:** J. Mahony nominated and accepted as Chairperson
G. Cornish nominated and accepted as Secretary
G. Lombardo nominated and accepted as Treasurer
- 2. POINT OF CONTACT:** Strata Committee Point of Contact for Strata Choice
- That J. Mahony of the Strata Committee be nominated to liaise with Strata Choice and be the scheme's contact point
 - That G. Cornish of the Strata Committee be nominated to liaise with Strata Choice and be the scheme's substitute contact point
- 3. TENANT REPRESENTATIVE** No nominations were received for a tenant representative for the Strata Committee.
- 4. INSURANCE VALUATION:** **MOTION LOST** that the Strata Committee obtain a valuation for insurance purposes in accordance with Section 160 & 161 of the Strata Schemes Management Act 2015 and Section 39 of the Strata Schemes Management Regulation 2016.
- 5. REPAIRS & MAINTENANCE:**
- Fire panel repairs (fault caused due to Lot 7 renovations) repair to be charged to Lot 7.
 - Send portal details to the Strata Committee.
 - Down pipes to be painted (Strata Committee to discuss and advise).
 - Roof (no action at present).
 - Follow up Bannermans in relation to the Proposed Balcony Works and Subdivision to get resolved as soon as possible.
- 6. STRATA COMMITTEE MEETING:** The next Strata Committee Member has not been scheduled.

Meeting closed at 7:25pm

Minutes of the Annual General Meeting

Owners Corporation for Rothesay Plan No 90847
132 Alison Road, Randwick, NSW, 2031

Meeting Date	23 Mar 2021		
Meeting Location	Suite 2.02, 126 Church Street, Parramatta, NSW, 2150		
Time	06:00 PM	Opened: 06:01 PM	Closed: 6:58 PM
Attendees in person	Lot 1	Anya Aleksandra Anackov	Owner present
	Lot 3	Chairperson	Proxy present
	Lot 8	Julia Purchas	Proxy present
	Lot 9	Andrew Cvetko	Proxy present
	Lot 12	Kenneth John Sorrenson	Owner present
	Lot 13	Alexander Berkovich	Owner present
	Lot 14	Julia Elizabeth Purchas	Owner present
	Lot 15	Andrew Stephan Cvetko	Owner present
Attendees by proxy	Lot 3	Giuseppe Lombardo - Held by: Chairperson	
	Lot 8	Joel Gregory Mahony - Held by: Julia Purchas	
	Lot 9	Marcus Patrick Mahony - Held by: Andrew Cvetko	
Chairperson	Melanie Nunes		
Additional Attendees			
Apologies			

Motion CARRIED.

Motion 1 Confirmation of previous minutes

To RESOLVE by ordinary resolution that the Owners Corporation confirm the minutes as a true and accurate record of the proceedings of the previous general meeting held on 30th of January 2020.

VOTES	Yes:8	No:0	Abs: 0	Inv: 0
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Motion CARRIED.

Motion 2 Insurances

To RESOLVE by ordinary resolution that the insurances effected on behalf of the Owners Corporation be confirmed, varied or extended.

VOTES	Yes:8	No:0	Abs: 0	Inv: 0
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Motion CARRIED.

Motion 3 Insurance valuation

To RESOLVE by ordinary resolution that upon next renewal of the insurance policy that a valuer be engaged to value the building damage insurance amount for replacement and reinstatement as required under section 161 of the Strata Schemes Management Act 2015.

VOTES	Yes:8	No:0	Abs: 0	Inv: 0
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Motion CARRIED.

Motion 4 Accounting records and financial statements

To RESOLVE by ordinary resolution to accept the accounting records and last financial statements prepared and to adopt the financial statements.

VOTES	Yes:8	No:0	Abs: 0	Inv: 0
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Motion CARRIED.

Motion 5 Audit

To RESOLVE by ordinary resolution to appoint an auditor to audit the accounts and financial statements of the owners corporation for 31st of October 2021.

VOTES	Yes:8	No:0	Abs: 0	Inv: 0
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Motion CARRIED.

Motion 6 Special levy - Fire safety defects

To RESOLVE by ordinary resolution pursuant to s 81(4) of the *Strata Schemes Management Act 2015*, it be determined that:

- a. A contribution in the amount of \$33,000.00 be raised as an additional levy to meet the expense(s) of fire safety compliance works

- b. The proportion of the said contribution payable by the owners of each lot shall be in accordance with the unit entitlement of each lot;
- c. The contribution in respect of each lot is payable by the instalment(s) being due and payable in as per the table below.

Instalment Due Date	Fund	Amount
1 June 2021	ADMINISTRATIVE	\$33,000.00
TOTAL		\$33,000.00

VOTES **Yes:521** **No:0** **Abs: 0** **Inv: 0**

Motion CARRIED.

Motion 7 Special levy - Admin Fund deficit

To RESOLVE by ordinary resolution pursuant to s 81(4) of the *Strata Schemes Management Act 2015*, it be determined that:

- a. A contribution in the amount of \$15,670.88 be raised as an additional levy to meet the expense(s) of the Administrative fund deficit.
- b. The proportion of the said contribution payable by the owners of each lot shall be in accordance with the unit entitlement of each lot;
- c. The contribution in respect of each lot is payable by the instalment(s) being due and payable in as per the table below.

Instalment Due Date	Fund	Amount
15 May 2021	ADMINISTRATIVE	\$3,917.72
01 June 2021	ADMINISTRATIVE	\$3,917.72
01 Aug 2021	ADMINISTRATIVE	\$3,917.72
01 Oct 2021	ADMINISTRATIVE	\$3,917.72
TOTAL		\$15,670.88

VOTES **Yes:8** **No:0** **Abs: 0** **Inv: 0**

Notes: Instalment date to be changed from 15 May 2021 to be in line with the quarterly strata levy due dates.

Motion CARRIED.

Motion 8 Contributions to the administrative and capital works fund

To RESOLVE by ordinary resolution:

- That the amount of money the owners corporation will need to credit to its administrative fund for actual and expected expenditure are estimated in accordance with section 79(1) of the Strata Schemes Management Act 2015 and contributions to the administrative fund determined in accordance with section 81(1) of the Strata Schemes Management Act 2015. Refer to levy table below. All amounts are inclusive of GST.
- That the amount of money the owners corporation will need to credit to its capital works fund for actual and expected expenditure are estimated in accordance with section 79(2) of the Strata Schemes Management Act 2015 and contributions to the capital works fund determined in accordance with section 81(1) of the Strata Schemes Management Act 2015. Refer to levy table below. All amounts are inclusive of GST.
- That the contributions to the administrative & capital works fund be paid in 4 instalments. Refer to levy table below. All amounts are inclusive of GST.

Levy Status	Financial Period	Period From	Period To	Due	Admin Fund	Capital Works Fund
To be Issued	Current	01 Dec 2020	28 Feb 2021	15 May 2021	\$10,000.00	\$8,050.44
To be Issued	Current	01 Mar 2021	31 May 2021	01 Jun 2021	\$10,000.00	\$8,050.44
To be Issued	Current	01 Jun 2021	31 Aug 2021	01 Aug 2021	\$10,000.00	\$8,050.44
To be Issued	Current	01 Sep 2021	30 Nov 2021	01 Oct 2022	\$10,000.00	\$8,050.44
Total		01 Dec 2020	30 Nov 2021		\$40,000.00	\$32,201.76

VOTES **Yes:8** **No:0** **Abs: 0** **Inv: 0**

Motion CARRIED.

Motion 9 Election of strata committee

RESOLVED the number of nominations equalled the number of persons to be elected, that being seven (7) and the following were duly elected:

- | | | |
|---------------------|-----------------------|-----------------------|
| G. Lombrdo (Lot 3) | A. Anackov (Lot 1) | A. Berkovich (Lot 13) |
| A. Cvetko (Lot 15) | J. Mahony (Lot 8) | |
| J. Purchas (Lot 14) | K. Sorrenson (Lot 12) | |

VOTES **Yes:8** **No:0** **Abs: 0** **Inv: 0**

Motion DEFEATED.

Motion 10 General meeting matters

To RESOLVE by ordinary resolution in accordance with clause 6(a) and 9(i) of Schedule 1 of the Strata Schemes Management Act 2015 to decide if any matter or type of matter is to be determined by the owners corporation in general meeting.

VOTES	Yes:0	No:8	Abs: 0	Inv: 0
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Motion CARRIED.

Motion 11 Overdue levy contributions

To RESOLVE by ordinary resolution that the owners corporation agrees pursuant to the Strata Schemes Management Act 2015 (including section 103) for the purpose of collecting levy contributions to authorise the Strata Managing Agent and/or the Strata Committee to do any one or more of the following:

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

VOTES	Yes:8	No:0	Abs: 0	Inv: 0
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Motion CARRIED.

Motion 12 Payment plans for overdue levy contributions

To RESOLVE by ordinary resolution that the owners corporation agrees to enter into payment plans generally for matters involving arrears of unpaid contributions/levies or other amounts including interest, legal and other costs/expenses thereon and to delegate to the strata managing agent and/or the Strata Committee the ability to enter into, arrange and monitor each such payment plan limited to a period of 12 months per payment plan with any further or subsequent payment plan to be entered into as agreed by the Strata Committee or owners corporation by resolution.

VOTES	Yes:8	No:0	Abs: 0	Inv: 0
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Motion CARRIED.

Motion 13 Report on commissions

To RESOLVE by ordinary resolution to confirm that the following commissions and/or training services were provided to, or paid to the strata managing agent during the preceding 12 months and particulars of any such commission or training services and estimates of any such commissions or training services that the agent believes are likely to be provided to or paid for the agent in the following 12 months:

- \$1,233.82 in commissions in the past 12 months, and an amount of \$1,295.51 in commissions is expected to be received in the next 12 month
- The equivalent of \$0 in training services specific to the Strata Scheme in the past 12 months, and an amount of \$0 in training is expected to be received in the next 12 months.

VOTES	Yes:8	No:0	Abs: 0	Inv: 0
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Motion DEFEATED.

Motion 14 10-year capital works fund plan

To RESOLVE by ordinary resolution to review and adopt the capital works fund plan by Solutions IE dated 7th of March 2017 and the Strata Committee to advise on any action to be taken to revise the plan.

VOTES	Yes:0	No:8	Abs: 0	Inv: 0
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Motion DEFEATED.

Motion 15 Risk and hazard assessment report

To RESOLVE by ordinary resolution that whilst the Strata Managing Agent is appointed to the scheme:

- It is requested on an annual basis to engage a suitably qualified consultant to carry out an annual Safety Report in compliance with the owners corporation's obligations under the Work Health and Safety Act 2011; and
- To submit that report annually to the Strata Committee to determine what action or steps it wishes to undertake, if any; and
- To charge for providing this service as set out within the agency agreement between the Strata Managing Agent and the owners corporation.

VOTES	Yes:0	No:8	Abs: 0	Inv: 0
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Motion CARRIED.

Motion 16 Annual fire safety statement

To RESOLVE by ordinary resolution that the owners corporation, instruct the strata managing agent to undertake the following when an Annual Fire Safety Statement is required in accordance with Part 9, Division 5 of the NSW Environmental Planning and Assessment Regulation 2000:

- It is required on an annual basis to engage an accredited practitioner to provide an annual fire safety statement;
 - The Strata Managing Agent is instructed to sign on behalf of the scheme and lodge the statement with local Council and cause a copy of the statement to be given to the Fire Commissioner;
 - Subject to receipt of the statement, is authorised to affix the common seal to the statement on behalf of the owners corporation;
 - To charge for providing this service as set out within the agency agreement between the Strata Managing Agent and the owners corporation.
-

VOTES	Yes:8	No:0	Abs: 0	Inv: 0
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Motion DEFEATED.

Motion 17 Asbestos inspection

To RESOLVE by ordinary resolution that whilst the Strata Managing Agent is appointed to the scheme:

- It is requested that an initial report and every 5 years, the owners corporation engages a suitably qualified consultant to carry out an asbestos inspection in accordance with the Work Health and Safety Act 2011; and
- To submit that report to the Strata Committee to determine what action or steps it wishes to undertake, if any; and
- To charge for providing this service as set out within the agency agreement between the Strata Managing Agent and the owners corporation.

VOTES	Yes:0	No:8	Abs: 0	Inv: 0
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Notes: Last Asbestos inspection 17th January 2017. Report to be sent onto the Strata Committee for their records.

Motion CARRIED.

Motion 18 Child window safety devices recertification

- d. To RESOLVE by ordinary resolution that all lot owners and occupiers are hereby alerted as to the following:
 - a. The statutory requirements mandated by section 118 of the Strata Schemes Management Act 2015 (NSW); and
 - b. Importance to have compliant window safety devices for all applicable windows; and
 - c. There is an absence of any written complaint or concern (being current) from any lot owner and/or occupier in the matters.
- e. To RESOLVE by ordinary resolution that the owners corporation determine one of the following options:

VOTES	Yes:8	No:0	Abs: 0	Inv: 0
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'Option A' has been selected with the highest votes.

Alternatives for Motion 18

(Option A)

SELF CHECK BY OWNERS / RESIDENTS:

That:

- In order to enable the owners corporation to ensure that there are complying window safety devices for all windows within or adjoins all lots as required by law, the strata manager is instructed to carry out the following:
 1. That a fact sheet relating to complying window safety devices shall be circulated to all owners;
 2. That a request is made to each owner and/or resident to inspect and complete an online survey to note any device which is not functioning or missing;
- The strata manger forwards the survey results to the strata committee for direction in reference to any owners and/or residents that have not responded and report any devices which are not functioning or missing.

- Unless and until the owners corporation receives the completed survey questions from a lot owner indicating there is a problem or issue relating to the window safety devices within or adjoin its lot, the owners corporation deems that there are complying window safety devices for all windows applicable to the lot.
- The strata managing agent is instructed to repeat the above process annually.

(Option B)

RE-CERTIFICATION BY SUITABLY QUALIFIED PERSON:

That the strata managing agent is to engage a suitably qualified and competent person to undergo a physical inspection and certification of all windows within the strata scheme inclusive of all windows within, adjoin or otherwise services all and any lot to ensure that they are compliant as required by law.

(Option C)

NO ACTION TO BE TAKEN IN REGARD TO ENSURING COMPLIANCE:

That the compliance aspects of the window safety devices are to be deferred and reviewed in the next annual general meeting.

VOTES for Alternatives	A: 8	B: 0	C: 0	Inv: 0
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Motion DEFEATED.

Motion 19 Plant registration

To RESOLVE by ordinary resolution that whilst the Strata Managing Agent is appointed to the scheme:

- It is required on an annual basis to engage a competent person to provide a statement as to whether the lift equipment is safe to operate; and
- Subject to receipt of the statement from the competent person that the equipment is safe to operate, it is instructed to sign on behalf of the scheme and lodge with SafeWork NSW any item registration renewal or application form; and
- To charge for providing this service as set out within the agency agreement between the Strata Managing Agent and the owners corporation.

VOTES	Yes:0	No:8	Abs: 0	Inv: 0
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Motion CARRIED.

Motion 20 Utility agreements

To RESOLVE by ordinary resolution that whilst the Managing Agent is appointed to the scheme:

- Authorise and delegate its Strata Committee to review and consider any agreements in place for the supply of the utilities to the scheme and if appropriate determine and or ratify any changes at the next General Meeting;
- Authorise and delegate to the Managing Agent authority to enter into utility agreements and sign on behalf of the owners corporation.

VOTES	Yes:8	No:0	Abs: 0	Inv: 0
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MINUTES OF AN EXTRAORDINARY GENERAL MEETING OF THE OWNERS, STRATA PLAN NO 90847 – 132 ALISON ROAD, RANDWICK NSW 2031, HELD IN THE OFFICE OF FIRST STRATA PTY LTD, 488 ANZAC PARADE, KINGSFORD ON WEDNESDAY 17 NOVEMBER 2021 OPENED AT 11.00 A.M.

MEETING VOTING FORMS: D McGurty & A Aleksandra (Lot 1), G Lombardo (Lot 3), J Mahony (Lot 8), K & J Sorrenson (Lot 12), J Purchas (lot 14) & A Cvetko (Lot 15).

CHAIRPERSON: S Martel was requested to Chair the meeting.

IN ATTENDANCE: S Martel of First Strata Pty Ltd.

CONFIRMATION OF MINUTES: **RESOLVED** that the Minutes of the previous General Meeting be adopted as a true and accurate record of the proceedings at that Meeting.

TERMINATE CURRENT

MANAGING AGENT: **The Owners – Strata Plan No.90847 RESOLVED** by ordinary resolution that, the Owners Corporation having an existing strata management agency agreement with **Strata Choice Pty Ltd** (Former Agent):

- (a) the Owners Corporation terminate the appointment of the Former Agent as strata managing agent of the Owners Corporation effective 30 November 2021;
- (b) the Owners Corporation revoke the delegation of functions of the Owners Corporation, its Strata committee, chairperson, secretary and treasurer to the Former Agent effective 30 November 2021;
- (c) the Former Agent make available all property (including records) of the Owners Corporation in the possession or control of the Former Agent to a new Managing Agent as appointed in Motion 3 below on the 30 November 2021.

This motion was passed by unanimous voting.

MANAGEMENT AGREEMENT:

The Owners – Strata Plan No. 90847 RESOLVED by ordinary resolution to appoint **First Strata Pty Ltd (Agent)** as strata managing agent on the terms and conditions set out in the proposed strata management agency agreement (Agreement), a copy attached to the notice for this meeting and that the following be delegated to the Agent:

- (a) All of the functions of the Owners Corporation (other than its power to make a delegation, to make a decision on a matter that is required to be decided by the Owners Corporation or to make a determination relating to the levying or payment of contributions); and
- (b) The functions of chairperson, secretary and treasurer necessary to enable the Agent to carry out the 'Primary Services/Agreed Services' and the 'Further Services/Additional Services' as defined in the Agreement; with effect from the date determined for that purpose by the Strata Committee, provided that:
- (c) the delegation to the Agent is subject to the conditions and limitations listed in the Agreement;
- (d) the Owners Corporation is to execute the Agreement to give effect to this appointment and delegation; and
- (e) authority is given to two members of the Strata Committee to affix the common seal of the Owners Corporation to the Agreement.

This motion was passed by unanimous voting.

MEETING CLOSED:

There being no further business the meeting closed at 11.30 a.m.

VOTING PAPER

OWNERS, MORTGAGEES, COVENANT CHARGEES, PROXY HOLDERS, COMPANY NOMINEES please record your vote on the following slip by placing a tick in the box to indicate whether you approve or disapprove each of the motions.

Once completed, you must return a scanned copy of this voting paper to the following email address:

info@firststrata.com.au

or
First Strata Pty Ltd
PO Box 373, RANDWICK NSW 2031

STRATA PLAN NO. 90847
ADDRESS: 132 ALISON ROAD, RANDWICK NSW 2031

I/We Anya Anackov & Daniel McGurty

Appoint: The Meeting Chairperson
Of: First Strata Pty Ltd

As my/our proxy/voter for the purposes of a meeting of the Owners Corporation
**PLEASE RECORD MY VOTE FOR THE EXTRAORDINARY GENERAL MEETING ON
WEDNESDAY 17 NOVEMBER 2021 AS FOLLOWS**

Motion 1	-	Minutes	<input checked="" type="checkbox"/> Approve	<input type="checkbox"/> Disapprove
Motion 2	-	Terminate Strata Choice	<input checked="" type="checkbox"/> Approve	<input type="checkbox"/> Disapprove
Motion 3	-	Appoint First Strata	<input checked="" type="checkbox"/> Approve	<input type="checkbox"/> Disapprove

DATED 14 / 11 / 2021

Signature:



Capacity: Owner / ~~Mortgagee~~ / ~~Covenant Chargee~~ / ~~Proxy~~ / ~~Company Nominee~~ (*select one)

Name: Anya Anackov

Name of Owner (if different than above):

Lot/Unit Number: 1

VOTING PAPER

OWNERS, MORTGAGEES, COVENANT CHARGEES, PROXY HOLDERS, COMPANY NOMINEES please record your vote on the following slip by placing a tick in the box to indicate whether you approve or disapprove each of the motions.

Once completed, you must return a scanned copy of this voting paper to the following email address:

info@firststrata.com.au

or
First Strata Pty Ltd
PO Box 373, RANDWICK NSW 2031

STRATA PLAN NO. 90847
ADDRESS: 132 ALISON ROAD, RANDWICK NSW 2031

I/We Giuseppe Lombardo

Appoint: The Meeting Chairperson
Of: First Strata Pty Ltd

As my/our proxy/voter for the purposes of a meeting of the Owners Corporation
**PLEASE RECORD MY VOTE FOR THE EXTRAORDINARY GENERAL MEETING ON
WEDNESDAY 17 NOVEMBER 2021 AS FOLLOWS**

Motion 1	-	Minutes	<input checked="" type="checkbox"/> Approve	<input type="checkbox"/> Disapprove
Motion 2	-	Terminate Strata Choice	<input checked="" type="checkbox"/> Approve	<input type="checkbox"/> Disapprove
Motion 3	-	Appoint First Strata	<input checked="" type="checkbox"/> Approve	<input type="checkbox"/> Disapprove

DATED 12 / 11 / 2021

Signature:

Giuseppe Lombardo

Capacity: ~~Owner~~ / ~~Mortgagee~~ / ~~Covenant Chargee~~ / ~~Proxy~~ / ~~Company Nominee~~ (*select one)

Name:

Giuseppe Lombardo

Name of Owner (if different than above):

.....

Lot/Unit Number:

3

VOTING PAPER

OWNERS, MORTGAGEES, COVENANT CHARGEES, PROXY HOLDERS, COMPANY NOMINEES please record your vote on the following slip by placing a tick in the box to indicate whether you approve or disapprove each of the motions.

Once completed, you must return a scanned copy of this voting paper to the following email address:

info@firststrata.com.au

or

First Strata Pty Ltd
PO Box 373, RANDWICK NSW 2031

STRATA PLAN NO. 90847
ADDRESS: 132 ALISON ROAD, RANDWICK NSW 2031

I/We _____

Appoint: The Meeting Chairperson
Of: First Strata Pty Ltd

As my/our proxy/voter for the purposes of a meeting of the Owners Corporation
**PLEASE RECORD MY VOTE FOR THE EXTRAORDINARY GENERAL MEETING ON
WEDNESDAY 17 NOVEMBER 2021 AS FOLLOWS**

Motion 1	-	Minutes	<input type="checkbox"/>	Approve	<input type="checkbox"/>	Disapprove
Motion 2	-	Terminate Strata Choice	<input checked="" type="checkbox"/>	Approve	<input type="checkbox"/>	Disapprove
Motion 3	-	Appoint First Strata	<input checked="" type="checkbox"/>	Approve	<input type="checkbox"/>	Disapprove

DATED 8/11/21

Signature: _____

Capacity: Owner / Mortgagee / Covenant Chargee / Proxy / Company Nominee (*select one)

Name: _____

Name of Owner (if different than above): _____

Lot/Unit Number: _____

8

VOTING PAPER

OWNERS, MORTGAGEES, COVENANT CHARGEES, PROXY HOLDERS, COMPANY NOMINEES please record your vote on the following slip by placing a tick in the box to indicate whether you approve or disapprove each of the motions.

Once completed, you must return a scanned copy of this voting paper to the following email address:

info@firststrata.com.au

or
First Strata Pty Ltd
PO Box 373, RANDWICK NSW 2031

STRATA PLAN NO. 90847
ADDRESS: 132 ALISON ROAD, RANDWICK NSW 2031

I/We Kenneth John Sorrenson and Jean Beryl Sorrenson

Appoint: The Meeting Chairperson
Of: First Strata Pty Ltd

As my/our proxy/voter for the purposes of a meeting of the Owners Corporation
PLEASE RECORD MY VOTE FOR THE EXTRAORDINARY GENERAL MEETING ON WEDNESDAY 17 NOVEMBER 2021 AS FOLLOWS

- | | | | | |
|----------|---|--------------------------------|--|-------------------------------------|
| Motion 1 | - | Minutes | <input checked="" type="checkbox"/> ^{yes} Approve | <input type="checkbox"/> Disapprove |
| Motion 2 | - | Terminate Strata Choice | <input checked="" type="checkbox"/> ^{yes} Approve | <input type="checkbox"/> Disapprove |
| Motion 3 | - | Appoint First Strata | <input checked="" type="checkbox"/> ^{yes} Approve | <input type="checkbox"/> Disapprove |

DATED 12 / 11 / 2021

Signature: Ken Sorrenson

Capacity: Owner

Name: Kenneth John Sorrenson and Jean Beryl Sorrenson

Name of Owner (if different than above):

Lot/Unit Number: 12

VOTING PAPER

OWNERS, MORTGAGEES, COVENANT CHARGEES, PROXY HOLDERS, COMPANY NOMINEES please record your vote on the following slip by placing a tick in the box to indicate whether you approve or disapprove each of the motions.

Once completed, you must return a scanned copy of this voting paper to the following email address:

info@firststrata.com.au

or
First Strata Pty Ltd
PO Box 373, RANDWICK NSW 2031

STRATA PLAN NO. 90847
ADDRESS: 132 ALISON ROAD, RANDWICK NSW 2031

I/We _____

Appoint: The Meeting Chairperson
Of: First Strata Pty Ltd

As my/our proxy/voter for the purposes of a meeting of the Owners Corporation
PLEASE RECORD MY VOTE FOR THE EXTRAORDINARY GENERAL MEETING ON WEDNESDAY 17 NOVEMBER 2021 AS FOLLOWS

Motion 1	-	Minutes	<input checked="" type="checkbox"/> Approve	<input type="checkbox"/> Disapprove
Motion 2	-	Terminate Strata Choice	<input checked="" type="checkbox"/> Approve	<input type="checkbox"/> Disapprove
Motion 3	-	Appoint First Strata	<input checked="" type="checkbox"/> Approve	<input type="checkbox"/> Disapprove

DATED 10 / 11 / 2021

Signature:

Julia Purchas

Capacity: Owner / Mortgagee / Covenant Chargee / Proxy / Company Nominee (*select one)

Name: Julia Purchas

Name of Owner (if different than above):

Lot/Unit Number: 14

VOTING PAPER

OWNERS, MORTGAGEES, COVENANT CHARGEES, PROXY HOLDERS, COMPANY NOMINEES please record your vote on the following slip by placing a tick in the box to indicate whether you approve or disapprove each of the motions.

Once completed, you must return a scanned copy of this voting paper to the following email address:

info@firststrata.com.au

or

First Strata Pty Ltd
PO Box 373, RANDWICK NSW 2031

STRATA PLAN NO. 90847
ADDRESS: 132 ALISON ROAD, RANDWICK NSW 2031

I/We Andrew Cvetko

Appoint: The Meeting Chairperson
Of: First Strata Pty Ltd

As my/our proxy/voter for the purposes of a meeting of the Owners Corporation
**PLEASE RECORD MY VOTE FOR THE EXTRAORDINARY GENERAL MEETING ON
WEDNESDAY 17 NOVEMBER 2021 AS FOLLOWS**

Motion 1	-	Minutes	<input checked="" type="checkbox"/> Approve	<input type="checkbox"/> Disapprove
Motion 2	-	Terminate Strata Choice	<input checked="" type="checkbox"/> Approve	<input type="checkbox"/> Disapprove
Motion 3	-	Appoint First Strata	<input checked="" type="checkbox"/> Approve	<input type="checkbox"/> Disapprove

DATED 10/11/2021/

Signature:

Andrew Cvetko

Capacity: Owner / Mortgagee / Covenant Chargee / Proxy / Company Nominee (*select one)

Name:

Andrew Cvetko

Name of Owner (if different than above):

Lot/Unit Number:

15

MINUTES OF THE ANNUAL GENERAL MEETING OF THE OWNERS - STRATA PLAN NO. 90847 (132 ALISON ROAD, RANDWICK), HELD ONLINE VIA ZOOM MEETING ID 88548602723 ON MONDAY 23 MAY 2022 OPENED AT 7:30 PM.

PRESENT: A Aleksandra (Lot 1), Y Nehme (Lot 2), G Lombardo (Lot 3), R Lemon & S Ruz (Lot 5), ABerkovich (Lot 13), J Purchase (Lot 14) & A Cvetko (lot 15).

IN ATTENDANCE: S Martel from First Strata Pty Ltd.

CHAIRPERSON: S Martel from First Strata Pty Ltd chaired the Meeting.

1 MINUTES

Resolved that the minutes of the last general meeting be adopted as a true and accurate account of the proceedings of that meeting.

2 KEY FINANCIAL INFORMATION (2020-2021)

Resolved that the attached statements of key financial information for the Administrative Fund, the Capital Works Fund and any other fund prepared by the Owners Corporation together with the relevant auditor's report, if required, be adopted.

3 AUDITOR

Resolved that an auditor be appointed.

4 LEVY CONTRIBUTIONS

Resolved that

a) in accordance with Section 79(2) and 81 of the *Strata Schemes Management Act 2015*, the Owners Corporation estimates that in respect of the period from 1 November 2021 to 31 October 2022 it will need to credit to its Administrative and Capital Works Funds for actual and expected expenditure referred to in those subsections the amounts set out in the budget that was attached to the notice of the meeting at which this resolution was passed; and

b) in accordance with Section 81 of the Act, the Owners Corporation determines that the following amounts are to be levied to raise the estimated contributions:

Administrative Fund, the sum of \$40,000.00

Capital Works Fund, the sum of \$32,240.00

c) those amounts are to be paid by regular equal periodic instalments on the first days of 1 March (already invoiced), 1 June (already invoiced), 1 September, 1 December 2022.

d) the Treasurer is authorised to levy those contributions by written notice on each person liable to pay them.

1.3.22 - Administrative Fund \$10,000.00 Capital Works Fund \$8,060.00 (already invoiced)
1.6.22 - Administrative Fund \$10,000.00 Capital Works Fund \$8,060.00 (already invoiced)
1.11.22 - Administrative Fund \$10,000.00 Capital Works Fund \$8,060.00
1.2.23 - Administrative Fund \$10,000.00 Capital Works Fund \$8,060.00

5 CAPITAL WORKS FUND

That the Owners Corporation do the following:

a) Review the current Capital Works Fund Analysis report; and

b) Engage a suitably qualified consultant to review, carry out and/or assess the capital upgrade and maintenance requirements of the building for the next ten (10) years or an updated report each five (5) years, and provide the Capital Works Fund Analysis report; and

c) To submit that report to the Strata Committee to determine what action is required, if any; and

d) To delegate to the Strata Manager, the function pursuant to the Agency Agreement, additional duties schedule to undertake the seeking of quotations and engaging the contractor to prepare the report and any ancillary work approved by the Strata Committee.

THIS MOTION WAS DEFEATED

6 LEVY COLLECTION

Resolved that the Owners Corporation resolve for the purpose of collecting Levy Contributions to authorise the Strata Managing Agent and/or the Strata Committee to do all things necessary to commence and maintain debt recovery proceedings for collecting outstanding Levy Contributions.

7 STRATA COMMITTEE

Resolved that nominations be received for the election of the Strata Committee members and the Owners Corporation determine the number of persons to be elected to the Strata Committee at seven (7) as follows:

A Anackov	Lot 1	Member	Self-nominated
Y Nehme	Lot 2	Member	Self-nominated
G Lombrdo	Lot 3	Member	Self-nominated
S Ruz	Lot 5	Member	Self-nominated
A Berkovich	Lot 13	Member	Self-nominated
J Purchas	Lot 14	Member	Self-nominated
A Cvetko	Lot 15	Member	Self-nominated

8 RESTRICTED MATTERS

Resolved that there be no limitations placed on the decision-making powers of the Strata Committee for the coming year.

9 ANNUAL FIRE SAFETY STATEMENT

Resolved that the Owners Corporation has appointed Civil Fire Design to carry out the Annual Fire Safety Statement and that First Strata Pty Ltd be authorised to sign and execute the Annual Fire Safety Statement on behalf of the Owners Corporation.

10 INSURANCE

Resolved that the Owners Corporation insurances as listed in the Annexures to the Agenda of the meeting be confirmed.

11 ADDITIONAL INSURANCE

Resolved that no additional insurances are required.

12 INSURANCE VALUATION

That the Owners Corporation by ordinary resolution to value the building's damage insurance amount for replacement and reinstatement as now required under Section 161 of the Strata Schemes Management Act 2015.

THIS MOTION WAS DEFEATED

13 COMMISSIONS

Resolved that the report submitted by the Strata Managing Agent on commissions received in the past 12 months and estimate of commissions and training services to be received in the next 12 months be approved and accepted.

14 ROOF

The Owners Corporation discussed the report from APT Roofing in relation to the common property roof and leaks above unit 15. **Resolved that** the Managing Agent to arrange for the roof above unit 15 to be patch repaired. **Further Resolved that** further quotations be obtained for full replacement of the roof to be considered and budgeted for in the future with the Managing Agent to obtain one further quotation and unit 5 provided an undertaking to obtain 2 additional quotations.

15 LOT 7 PLUMBING REPAIRS

The Owners Corporation discussed the report from quotations and costings received from Jett Spec Plumbing. Given that unit 7 currently has loss of their plumbing drainage from their bathroom vanity, it was **Resolved that** the Owners Corporation approve the quotation from Flush-it Plumbing to renew the section of line for unit 2 and unit 7. **Further Resolved that** quotations be sort for a holistic approach to complete the renewal of all the remaining cast-iron plumbing on the external of the building.

16 BUILDING REPAIRS

The Owners Corporation discussed s required building repairs generally, including the following submitted by Lot 13: *water leak in our sunny room below the window, where mould started to grow, and water leaks in our garage.* Further, Lot 4 advised of leaking windows. It was **Resolved that:**

- 1) The Managing Agent to arrange for an inspection and quotation for unit 13 leaking sun room below the window (Remedial Builder).
- 2) The Managing Agent to arrange for an inspection and quotation for installing a membrane to the rear garage roof, internal spalling repairs and any membrane system that can be installed to the outer wall adjoining 130 Alison Road.
- 3) The Managing Agent to arrange for a carpenter to inspect unit 2 leaking windows.
- 4) The Managing Agent to arrange for the roofing contractor who is completing the patch repairs to the roof above unit 15 to repair the leaking gutter joint outside unit 15.

Matters Arising:

- 1) The Owner of Lot 4 addressed the meeting in relation to their proposal to install sub-floor ventilation in the common property void below their unit. It was agreed that a fee proposal be obtained for drafting a By-Law for the entire building and submitted to the Strata Committee for their review and consideration.

MEETING CLOSE: There being no further business, the Chairperson declared the meeting closed at 8.50 pm



.....
CHAIRPERSON

**STRATA PLAN 90847
132 ALISON ROAD, RANDWICK**

**MINUTES OF INFORMAL STRATA COMMITTEE MEETING OF THE OWNERS, STRATA PLAN NO.
90847, HELD ONLINE VIA ZOOM MEETING ID 84333799646 TUESDAY 6 DECEMBER 2022 OPENED
AT 6.35 PM**

- PRESENT:** A Aleksandra (Lot 1), Y Nehme (Lot 2), G Lombardo (Lot 3), S Ruz (Lot 5),
A Berkovich (Lot 13), J Purchase (Lot 14) & A Cvetko (lot 15).
- IN ATTENDANCE:** S Martel of First Strata Pty Ltd.
- CHAIRPERSON:** S Martel of First Strata Pty Ltd was elected to Chair the meeting.
- MOTION 1
MINUTES** **RESOLVED THAT** the minutes of the last Strata Committee Meeting held be confirmed as a true and accurate record.
- MOTION 2
DISCLOSURE** **RESOLVED THAT** the no member of the Strata Committee had any relationships that may be considered a conflict of interest to be disclosed.
- MOTION 3
INSURANCE** **RESOLVED THAT** the Strata Committee confirmed the 2022-2023 Insurance Renewal has been renewed with AXIS Insurance as recommended by Honan Insurance Brokers.
- MOTION 4
FIRE SAFETY** **RESOLVED THAT** the Compulsory Defect Repairs from the 2022 Annual Fire Safety Inspection as itemized in the 2022 Annual Fire Safety Inspection Defect Report from Civil Fire be approved. Further **RESOLVED** to proceed with the replacement (subject to a second quotation) the rear door to the bin area with a new key installed (keyed alike to the front entry door) and a magnetic door closer. **RESOLVED THAT** the Strata Committee take no further action on the other "Recommendations" in the 2022 Annual Fire Safety Inspection Defect Report from Civil Fire at this time.
- MOTION 5
ROOF** The meeting discuss the roof in detail and the history with respects to the hassles with obtaining quotations for any patch repairs. After much discussion in relation to the patch repair vs full roof replacement, it was **RESOLVED THAT** the Strata Committee approve the quotation from: ii Painting & Building - \$ \$7,500 + GST plus an estimate allowance of \$800 + GST for materials for patch repairs. It was noted that this approach is on an All Care no Responsibility basis due to the current condition of the roof. Access: proper harness and lanyard systems will be required. Access onto the rooftop can be gained from the manhole located in the fire staircase.
- MOTION 6
BY-LAW 30** The meeting discussed draft By-Law 30 which provides consent to Lot 1, 2, 3, 4 & 5 for the installation of ventilation fans to the common property subfloor of their lots. It was **RESOLVED THAT** the By-Law be added to the agenda for the forthcoming Annual General Meeting for approval by the Owners Corporation via Special Resolution under Section 141 of the Strata Schemes Management Act 2015.
- MOTION 7
VENTILATION FAN** **RESOLVED THAT** Lot 1 be authorised and approved, at their cost, to install sub-floor ventilation fans to the common property subfloor of Lot 1 subject to the terms of Proposed By-Law 30 and their submission approved by this meeting.
- MOTION 9
EXTERNAL WASTE
STACKS** The meeting discussed the quotation from McElroy Plumbing to renewal all the remaining existing waste stacks. Including scaffolding access, total cost - \$38,380. Inc GST. It was **RESOLVED THAT** the costing be noted and no further action be taken at this time.

**STRATA PLAN 90847
132 ALISON ROAD, RANDWICK**

**MINUTES OF INFORMAL STRATA COMMITTEE MEETING OF THE OWNERS, STRATA PLAN NO.
90847, HELD ONLINE VIA ZOOM MEETING ID 84333799646 TUESDAY 6 DECEMBER 2022 OPENED
AT 6.35 PM**

**MOTION 10
GENERAL BUSINESS**

Managing Agent to arrange:

- 1) Sensor Light at the front entry to have an external (in addition to the current internal) sensor installed.
- 2) Arrange a handyman to fix the courtyard gate and lock to Lot 5 and the door seal to Lot 1.
- 3) Arrange the cleaning contractor to undertake a clean up of the leaf matter at the front of the property under the hedger which has a foul smell emitting from it.

**MEETING
CLOSED:**

There being no further business the meeting closed at 7.45 PM.

**NOTICE OF STRATA COMMITTEE MEETING
STRATA SCHEMES MANAGEMENT ACT 2015**

To: Members of the Strata Committee
The Owners – Strata Plan No. **90847**

Notice of business to be dealt with at the Strata Committee Meeting of The Owners – Strata Plan No. **90847**, to be held:

At: Online Via Zoom Meeting ID: 843 3379 9646 | Passcode: 90847
<https://us02web.zoom.us/j/84333799646?pwd=MTINa0l4VmUrcWZvZFpBcGdTYk5lUT09>

On the: TUESDAY 6 DECEMBER 2022

At: 6.30 PM AEDT

AGENDA

MOTION 1 – Confirmation of previous minutes

THAT the strata committee **RESOLVES** to confirm the minutes of the last meeting of the strata committee.

MOTION 2 – Committee Disclosure

THAT members of the strata committee declare any personal or business relationships that may be considered a conflict of interest in respect of the Owners Corporation.

MOTION 3 – Insurance Renewal

THAT the strata committee confirm that the insurance renewal for the 2022-2023 Insurance has been completed.

MOTION 4 – Annual Fire Safety Defects

THAT the strata committee resolved to approve the annual fire safety defect and consider the annual fire safety recommendations.

MOTION 5 – Roof Repair/Replacement

THAT the strata committee review the quotations/reports received for the roof repair/replacement:

- Replacement: APT Roofing (unable to quote for repair due to the state of the roof) - **\$ 134,250.00 Inc GST**
- Replacement: li Painting & Building - **\$229,130 Inc GST**
- Repair: ii Painting & Building - \$ \$7,500 + GST plus an estimate allowance of \$800 + GST for materials. Access: proper harness and lanyard systems will be required. Access onto the rooftop can be gained from the manhole located in the fire staircase.

Contractors comments: The condition of it as it currently stands in very average. The underside of the roof has no sarking. It is evident that some of the pointing is absent. Not all of the roof gullies were observed. The roof has a decent pitch to it. It could be plausible perform remedial repairs on the roof over 2 or 3 days however there is no guarantee on repairs.

MOTION 5 – Sub-Floor Ventilation By-Law

THAT the **RESOLVES** to review the draft By-Law (Proposed By-Law 30) for providing consent to Lot 1, 2, 3, 4 & 5 for the installation of ventilation fans to the common property subfloor of their lots.

MOTION 7 – Lot 1 – Approval Sub Floor Ventilation Fans

THAT the strata committee **RESOLVES** to approve the installation of sub-floor ventilation fans to the common property subfloor of Lot 1 further to their attached submission under the terms of Proposed By-Law #30 (Per motion 5).

MOTION 8 – External Waste Stacks

THAT the strata committee **RESOLVES** to discuss the quotation received for the replacement of original steel waste stacks for bathrooms and kitchen and resolve as appropriate.

MOTION 9 – General Business

THAT the strata committee discuss any general business.

Delegated Secretary of the Strata Committee
The Owners – Strata Plan No. 90847



Honan.

Honan.

Insurance. Advice. Support.

Insurance Proposal

Prepared By: Nicole Fairlamb

Renewal Date: 05-Dec-2022

SS90847

132 Alison Road

RANDWICK NSW 2031



Level 6, 1 Margaret Street
Sydney NSW 2000

t - +61 2 9299 0767
e - info@honan.com.au

honan.com.au

ABN: 67 005 372 396
AFSL: 246749

Insurance Renewal Submission 2022 - SS90847

Renewal Date: 05-Dec-2022

To the Strata Committee

The insurance for your strata plan falls due for renewal on the above date. This proposal summarises the quotes and recommended terms which Honan Insurance Group has negotiated on your behalf for the new period.

Insurance Market Update

Strata insurance premiums have continued to rise over the last 3 years. We are in the middle of a “hard market” in the Insurance premium cycle after being in a market where premiums were reducing for a number of years.

A number of factors have driven these increases; Substantially lower premiums collected in the recent “soft market” meant that Strata Insurers have suffered underwriting losses where claims paid is very close to total premium collected. Environmental impacts on property losses have continued to grow as evidenced by recent flood, bushfire and cyclone losses. There are now fewer specialty Strata Insurers in the market and for most of those that have remained they have narrower risk appetites. All of these factors combined have pushed premiums up.

It is common for us to see premium increases of 10% for claims free risks on renewal, if a Body Corporate has a challenging claims history these premium increases can be as much as 20%.

Marketing Summary & Insurance Renewal Recommendation

This year we are pleased to be able to offer 3 quotes from CHU, AXIS & the incumbent insurer SUU.

For the upcoming period we have seen an increase in premiums offered, this is due to the current “hard market”, where insurers are no longer able to apply the same discounts and reductions as done previously, and the increasing cost associated with claims.

Honan did take this opportunity to reapproach SUU for a reduction in premium and were successful in obtaining a slight reduction, however SUU were unable to beat AXIS' premium.

Wherever reasonable, Honan will support the continuity of coverage with an expiring carrier. AXIS on this occasion have offered the most competitive premium with all expiring benefits making their quote the most favourable.

Following our comprehensive market review, based on overall premium Honan recommends insurance placement with AXIS for the upcoming renewal period.

Should you have any questions on the content of this proposal, please raise them with your strata manager and we will provide advice as required. We are confident in the terms recommended, and look forward to your instructions for renewal.

Kind Regards,

Honan Insurance Group

Insurance Quotation Summary - SS90847

Policy Period: 05-Dec-2022 - 05-Dec-2023

TYPE OF COVER		SUMS INSURED & LIMITS		
		CURRENT SUU	AXISr	CHU
Property	Buildings as Defined	\$6,385,826	\$6,322,600	\$6,322,600
	Common Contents	Included	\$63,226	\$63,226
	Loss of Rent/Temp Accom	\$957,874	\$948,390	\$948,390
Public Liability	Limit of Liability	\$20,000,000	\$20,000,000	\$30,000,000
Fidelity Guarantee		\$100,000	\$100,000	\$250,000
Voluntary Workers		\$200,000	\$200,000	\$200,000
	Weekly Payments	\$2,000	\$2,000	\$2,000
Office Bearers	Limit of Liability	\$5,000,000	\$5,000,000	\$5,000,000
Machinery Breakdown		\$0	\$0	\$0
Catastrophe		\$948,390	\$948,390	\$948,390
Audit Costs		\$25,000	\$25,000	\$25,000
Legal Expenses		\$50,000	\$50,000	\$50,000
Work Health & Safety Breaches		\$100,000	\$100,000	\$100,000
Lot Owners' Fixtures & Improvements		\$250,000	\$300,000	\$250,000
Flood		Not Insured	Not Insured	Insured
Floating Floors		Insured	Insured	Insured
Paint		Insured	Insured	Insured
TOTAL PAYABLE		\$12,216.32	\$7,955.89	\$18,004.25
Total GST		\$1,023.62	\$668.09	\$1,505.36
EXCESS	Earthquake	\$1,250	\$1,250	\$500
	All Other Excess	\$1,000	\$1,000	\$1,000
	Legal Defence Expenses	\$0	\$1,000	\$1,000

* Please note that Honan is now able to offer CHU's platinum benefits. OC can choose to place cover on these sum insured with CHU with no additional cost.

IMPORTANT: Take note of any differences in coverage, limits and excesses (including any additional imposed excesses, below) when comparing policies. In providing the information and quotes in this submission we have not taken into account your, or any lot owner's, personal objectives, financial situation or needs. Please consider each Product Disclosure Statement to decide which policy is right for you before making any decision to purchase.

Additional Imposed Excesses:

Risk Information - SS90847

NAME OF INSURED SS90847
Location 132 Alison Road, RANDWICK NSW 2031

Your strata insurance quotes have been negotiated based on the risk details contained in this document. Please review and ensure they are correct. If any changes are required, please advise your strata manager at your strata management firm immediately.

Construction Details

Walls	Brick
Floors	Concrete, Timber
Roof	Tiles
Aluminium Composite Cladding	No
<i>Percentage</i>	0
<i>Brand</i>	0
EPS insulation (e.g. walls or cool rooms)	No
Asbestos	No

Building and Risk Information

Year Built	2015
Rewired	No
Replumbed	No
Heritage Listed	No
Defects	No
Number of Lots	15
Number of Levels	4
Number of Lifts	0
Number of Pools/Spas	0
Number of Gymnasiums	0
Commercial Activity	No
Occupied	Yes
Car Stackers	No
<i>Make</i>	0
<i>Model</i>	0
<i>Number of Cars</i>	0
Holiday Letting - no of lots	0

Claims History - SS90847

Date of Loss	Description	Paid Amount	Date of Loss	Description	Paid Amount
--------------	-------------	-------------	--------------	-------------	-------------

Important & Additional Information - SS90847

Quotation Summary

Honan strongly recommends that the Body Corporate take note of any differences in coverage, limits and excesses, when comparing insurers' quotes. Pricing is often a reflection of coverage. Any uninsured risks should also be reviewed. Please advise your strata manager if you require quotes or advice on any uninsured sections.

A copy of the Product Disclosure Statement and policy wording for each policy presented is provided along with this submission. Please read these documents carefully as they contain the full terms and conditions of cover, including limits of cover and exclusions.

Other Important Information

To ensure that your insurance policy will respond when a claim occurs, you must meet your obligations - as legislated in the Insurance Contracts Act 1984 - before you enter into a contract of insurance, at renewal or when circumstances change. The Act requires insurance companies to provide certain information to parties insured with them and to explain the effect of various conditions in insurance contracts. Where an insurance broker is engaged to place the insurance, the broker is required to ensure the insured receives relevant information. Brokers are obliged to inform their clients about other matters, where they are applicable to the insurance arranged.

In general terms, the information insurers and brokers are required to provide is as follows:

Duty Not to Make a Misrepresentation

Under the *Insurance Contract Act 1984 (Cth)* (Act), if you are applying for or renewing a contract of insurance which is obtained wholly or predominantly for personal, domestic or household purposes ("Consumer Insurance Contract"), you have a duty to take reasonable care not to make a misrepresentation to the insurer before the relevant contract of insurance is entered into.

You and other insured person(s) must answer the insurer's questions with relevant and complete information, and you must not misrepresent any information that you give to us. You have the same duty in relation to anyone else whom you want to be covered by the policy.

If you fail to comply with your duty, and the insurer would not have issued the same contract for the same premium and on the same terms and conditions, the insurer may cancel your contract or be entitled to reduce the amount they will pay you if you make a claim, or both.

If your failure to comply with your duty is fraudulent, the insurer may refuse to pay your claim and treat the contract as if it never existed.

Disclaimer

You acknowledge and agree that you have made all necessary inquiries into the accuracy of the information and representations given in this proposal and that they are true and correct. Please note that the information and representations given are material to the insurer's decision to underwrite and offer insurance terms. Please ensure that you review all information and representations in this proposal and advise Honan immediately if any changes need to be made. Honan is not responsible for any loss and/or damage whatsoever as a result.

LIGO

One of the options we may have presented to you is the LIGO residential strata insurance policy. This policy is underwritten by the Australian branch of Allied World Assurance Company Ltd and Berkshire Hathaway Specialty Insurance Ltd. We act under binder arrangements with each of these insurers to issue and administer this policy. This means that in providing these services and in all aspects of arranging this policy, Honan acts as agent for each of the insurers and not for you or any lot owner.



Civil Fire Design Pty Ltd t/a **Civil Fire**
ABN 25 099 419 753 License 135986C
PO Box 46, St Leonards NSW 2065
32 Punch St, Artarmon NSW 2064
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service@civildfire.com.au
www.civildfire.com.au

SP90847
C/- First Strata Pty Ltd
PO Box 373
Randwick NSW 2031

Date: 29 November 2022
Report Number: QD-222079

Civil Fire conducted the annual performance inspection of the Fire Safety Measures at **Alison Rd 132 Randwick SP90847** as per the service agreement. We have assessed whether these measures will continue to *perform* as originally approved & installed. Please notify us if there has been any changes in the occupancy, environment or building in the last 12 months.

Please note: At the annual inspection completed on 29 November 2022 access was not gained to Unit 12 & Unit 10. A reinspection can be conducted upon request for \$270.00 + GST.

The table below summarises the value of repair work for performance defects that are currently outstanding at the property. All performance defects need to be rectified before Civil Fire can issue Annual Fire Safety Statement (AFSS).

Quote ID	Repairs Summary	Amount
168955	Doorsets	\$585.00
172634	Extinguishers, Hose Reels & Blankets	\$235.00
172635	Fire Detection Systems	\$320.00
172636	Fire Detection Systems (SOU – Alarms)	Do & Charge
Sub Total		\$1,140.00
GST		\$114.00
Total		\$1,254.00

This report also contains *recommendations* (not summarised in above table). Recommendations may include compliance issues, minor defects that do not critically effect performance & suggestions for upgrade. These are based on best practises and are brought to your attention so consideration can be given when funding opportunities exist. Outstanding recommendations will *not* prevent the AFSS from being issued.

✓ Civil Fire employs Accredited Practitioners (Fire Safety) for all work we have quoted to complete.





DEFECT QUOTES

The defects in the below tables need to be rectified before the AFSS is issued.

If you wish to engage an alternate contractor to carry out these repairs, please ensure they are appropriately accredited and competent to do so. If they are not accredited, a reinspection by Civil Fire may be required before we can endorse the measure on the AFSS.

If the work is minor in nature it can be done by the resident, building manager etc. We will accept evidence in the form of an email, photos, written statement etc.

DOORSETS - QUOTE 168955				
DefectID	Equipment	Defect	Location	Amount
333825	3 1hr FD Single	3: Binding heavily on frame bottom latching side preventing closure/latching - requires trimming	Front Stairs Ground	\$195.00
333827	5 1hr FD Single	5: Binding on frame lower latching side preventing closure/latching - requires trimming	MSR (Accessed via Unit 5 backyard) Ground	\$195.00
341796	Unit 7 1hr FD Single	Unit 7: Binding on frame not latching trim or hinge adjustment	Unit 7 Level 1	\$195.00
Total (ex-GST)				\$585.00

EXTINGUISHERS, HOSE REELS & BLANKETS - QUOTE 172634				
DefectID	Equipment	Defect	Location	Amount
341797	6 4.5KG AB(E) DCP	5 Yearly pressure test is now due. Pressure testing and recharge required.	Lobby Ground	\$235.00
Total (ex-GST)				\$235.00

FIRE DETECTION SYSTEMS - QUOTE 172635				
DefectID	Equipment	Defect	Location	Amount
341798	Ampac FireFinder	The Fire Panel's standby batteries are past their calculated life require replacement (2 x 12v 12Ah)	Adj Entry Ground	\$320.00
Total (ex-GST)				\$320.00

FIRE DETECTION SYSTEMS (SOU ALARMS) - QUOTE 172636				
DefectID	Equipment	Defect	Location	Amount
341799	Unit 4 AS1670.1 Smoke Detector	Unit 4: Alarm acknowledgement facility did not respond. This will require further investigation by Civil Fire. Please note this work will be carried out on a do and charge basis with a minimum cost of \$220 + GST and will be capped at \$650 + GST. All attempts will be made to rectify this defect whilst on site however if extensive parts or labour is required to a value of more than \$650 + GST a further quote / report will be forwarded.		Do & Charge



RECOMMENDATION ITEMS

Recommendations are based on best industry practises and are brought to your attention so consideration can be given when funding opportunities exist. Outstanding recommendations will not prevent the AFSS from being issued.

Prices below exclude GST.

DefectID	Equipment	Recommendation	Amount
314538	Doorsets 1hr FD Single	Unit 6: Frame tag. Recommend paint is scrapped back to confirm compliance.	\$150.00
314550	Doorsets	The two final exit doors are in a poor state of repair. While they are not fire doors, Civil Fire would recommend they are replaced to ensure both security and safe egress from the stairs.	\$1,980.00
333826	Doorsets Final Exit Door Solid	Final Exit Door Solid (Front Stairs, Ground): Door is badly damaged at base of door (large chunk missing). This is not a fire defect, but recommend the door is replaced. Civil Fire can complete this if requested. Painting and any decorative mouldings are NOT included in this price.	\$1,090.00
341937	Doorsets 1hr FD Single	Unit 11: Fire Door not tagged, this price is to investigate the door core and if Civil Fire are confident that this is a fire door with a minimum performance level of 1hr will re-tag with a -/60/30 performance tag if applicable. If the door is found not to be a fire rated door a further quote for its replacement will be provided.	\$220.00
314556	Exit & Emergency Lighting	During the testing of the exit and emergency lighting it was noted that the buildings normal lighting and exit and emergency lighting are on the same circuits. AS2293.1 Clause 4.3 states that provision should be made so that the exit and emergency lighting can be tested without necessitating disconnection of supply to the normal lighting. Civil Fire acknowledge this is extremely hard to retrospectively achieve in an existing building, so we are happy to overlook this issue but the building needs to be aware that normal lighting will be affected when the exit and emergency light testing is undertaken.	Do & Charge
314557	Exit & Emergency Lighting	There is no discharge test facility (test switch) installed. This price is for an emergency/exit light test switch as required by AS2293.1-2005 sect 4.3.1. This is also a WHS issue. Please note: This price does not include separating emergency from non-emergency lighting circuits if provision is not already made.	\$750.00
314569	Extinguishers, Hose Reels & Blankets	It is noted that the location signs are installed below the 2m minimum height dictated by AS2444 - 2001 for the fire extinguishers. Civil Fire would recommend the signs are relocated and instruction disks provided to all extinguishers. Excludes patching and painting	\$350.00
314547	Fire Detection Systems Ampac FireFinder	The building occupant warning system achieves a sound output of 89dba to 91dba utilising the existing sounder system. This is within testing tolerances however is below the 100dba requirement dictated by BCA Spec E2.2a. Owners may wish to consider budgeting to achieve the required sound output.	Do & Charge
314542	Passive Fire & Smoke Containment	Passive First has confirmed that there is no lightweight construction visible in these units without undertaking destructive and intrusive processes. This would align with my findings from the annual inspection last year. As lightweight constructions is on the schedule for this units it must be assumed that there is a structural beam or inaccessible shaft that was protected at the time of construction or during an upgrade that was protected in accordance with Clause C1.8. As the annual certification does not require destructive process undertaken to confirm compliance of items AND there is no visual signs present that the installed system has been tampered with, it is my view that I am in a position to sign off on this measure for annual certification purposes with no further action required. I will be recommending that base build documents are sourced that would confirm the location of the lightweight construction system and determine that it was originally installed and certified by a appropriately qualified person. All the above information will remain as a recommendation on all our future reports and we will continue to assess these units annual to ensure that no changes are made that may impact the compliance of this fire safety measure.	Do & Charge

CIVIL FIRE QUOTE TERMS, CONDITIONS & EXCLUSIONS

Civil Fire is licensed to carry out all electrical, water plumbing, carpentry and fire door work.
Civil Fire has current \$20 million dollars public liability insurance as well as current workers compensation insurance.
Civil Fire has WHS policies for its employees and is JAS ANZ AS4801 and Trades Monitor accredited.

PRICING

- This quote is valid for thirty (30) days from date of quote.
- Civil Fire has thirty (30) day payment terms (unless otherwise stated)
- All prices exclude GST (unless stated).
- Prices are based on the acceptance of this quote in its entirety, and on the basis of all work being carried out in one period unless otherwise agreed upon by Civil Fire. Additional costs will apply to partially accepted quotes, or to individual work orders which are not for the approval of the entire quote.
- Prices provided on the assumption that all work is completed during business hours (700am – 330pm Monday – Friday) unless otherwise stated.
- All invoices will be issued C/- Building or Strata Management for all servicing, repair & installation works. Civil Fire will not invoice residents or owners directly.
- Invoices for repairs will be issued upon completion of repairs.
- Invoices for servicing will be raised in advance.
- For large projects, or where work is completed outside of an existing contract, payment may be required before commencing work.
- Civil Fire does not allow retentions to be held.
- Quote for servicing do not include parts used during servicing, or repairs completed at time of inspection. These will be invoiced separately.
- By accepting Civil Fire's service quote, you are authorising Civil Fire to carry out required essential repairs to a maximum value of \$750 + GST at the time of the inspection.
- The annual service fee is subject to an annual increase of either 3.5% or CPI (all groups) whichever is greater.
- Certification can be provided on request at completion of works and after payment is received in full.
- Quoted pricing for all servicing and repair works are based on on-site parking being provided for all staff. Additional fees will apply if on-site parking is not provided

SCHEDULE OF RATES

Civil Fire reserves the right to review and change these rates from time to time.

Civil Fire charges time for travel in accordance with the schedule of rates listed below:

Business Hours (BH) (Mon-Fri 700am-330pm)	\$105/hr (min. 2 hrs)
BH Specialist Technician (FIP Techs etc)	\$120/hr (min. 4 hrs)
Interface testing with other trades (business hours)	\$130/hr (min. 2 hrs)
After hours & public holiday	\$130/hr (min. 4 hrs)
Meeting & consultancy fees	\$150/hr

ACCESS ARRANGEMENTS

- Access to building and to individual units is to be arranged by the building, or the Strata Management.
 - Minimum 48hrs notice (if building is < 70 units), or 3 weeks notice (> 71 units) required to reschedule inspections or repairs.
 - Access will be required to all areas required at time of work or additional charges may apply.
- ### Inspections
- Civil Fire provides a minimum of 2 weeks' notice for annual inspections to strata/building management.
 - Civil Fire does not provide prior notice for six-monthly inspections unless specific alternative arrangements are in place.
 - Civil Fire cannot provide prior notice for monthly inspections for the price of this agreement. Should specific arrangements be required for monthly testing, please advise Civil Fire prior to signing.
 - A reinspection will be required if access to all areas cannot be gained, or if certification for repairs by others cannot be provided.
 - A minimum reinspection fee of \$250 + GST will apply where access is not available.

Repairs

- Access will be required to all areas required at time of work or additional charges may apply.
- If access is not achieved on the day of a scheduled repair, the repair will be quoted and a no access fee of \$100 + GST will be charged for each unit in line with our quote conditions.

INSPECTIONS

- All buildings are inspected in accordance with our Service Agreement for that building.
- Inspections by Civil Fire & subsequent report do not constitute a BCA performance audit.
- The purpose of the inspections to ensure the fire safety measures are capable of performing to the standard to which they were installed and the standard to that was accepted by the PCA

AFTER HOURS CALL OUTS

Civil Fire provides an emergency after hour service 24 hours a day, 365 days a year. This service is reserved for emergencies only, and should not be used for flat batteries in smoke alarms, and appointment requests. Civil Fire may be requested by the Fire & Rescue NSW to attend your premises after hours.

To allow for after-hours access, please either;

- Provide a 24-hour access key/code/swipe/fob to Civil Fire.
- Issue Civil Fire with a list of authorised contacts which to call to enable supervised after hour's access (the contact person must be able to attend within one hour).
- Issue Civil Fire with your Security Company's details (Security Company must be able to attend within one hour).

Alternatively, you may advise us in writing not to attend after hours/weekend calls as requested by the NSW Fire Brigade until the next morning of normal business hours. For option is not recommended or endorsed by Civil Fire.

If you do not advise us in writing of the option selected, we will action all requests to attend site after hours and our charges will apply.

After hours call outs are charged in accordance with the schedule of rates listed above.

CONTRACT ROLLOVER

- If notice of termination is not given in accordance with the conditions below, Civil Fire is authorised to perform another twelve (12) months service.

TERMINATION OF SERVICES

- Minimum thirty (30) days' notice must be given prior to termination.
- Termination can occur at the end date of the contract (see rollover clause above).
- A final invoice may be issued where Civil Fire has rendered services they have not been remunerated for (for example, if an annual inspection is carried out prior to termination).

FIRE SAFETY STATEMENTS

- Civil Fire takes no responsibility for fines resulting from late submission of the AFSS or FFSC, unless there is gross negligence on Civil Fire's part.
- Once an AFSS is issued, any revisions and/or changes requested by the building/owner/user will incur additional charges.
- Civil Fire does not submit the AFSS to council & FRNSW.
- Civil Fire is not responsible for any lodgement fee.

WARRANTY

- Civil Fire provides a full 12 month warranty on all new equipment (except batteries) supplied and installed by Civil Fire.
- Warranty for new doors installed by Civil Fire is void if the doors are not painted within 30 days of installation.

REPAIRS/SERVICING BY OTHERS

- If other trades or services undertake servicing or repairs, it will be the buildings responsibility to ensure that those persons are accredited.
- Civil Fire will provide a quote to reinspect where repairs have been carried out by persons who are not accredited.
- This quote does not include project management of other trades or services required to provide statements.

FIRE DOOR REPAIRS/INSTALLATIONS

- Any new keys to be supplied for unit doors will be given to the tenants on installation. A maximum of 2 keys supplied per lockset unless otherwise agreed by Civil Fire.
- Unless otherwise stated, painting of new fire doors & frames is *not included* in Civil Fire's quote.
- Unless otherwise stated, this quote excludes fitting of mouldings decorative elements to new fire doors.
- Threshold – if the floor is not level, we may be unable to achieve a 10mm bottom gap.
- If new doors or frames are being installed no responsibility will be taken for damage to floor coverings around door & frame area. New frames may be a different size and shape to the existing frames and exposed, uncovered patches may be left on the walls and floor.
- This quote excludes fire resistance levels (FRLs) of walls, transom and thresholds when replacing doors and frames.
- Some superficial damage (chipping, marking, and scratching) may occur during door repairs & replacements.

ELECTRICAL REPAIRS/INSTALLATIONS

- This quote excludes connection to, or work on cotton, un-earthed or other unsafe cabling. Works may not be able to proceed if the existing cabling is found to be unsafe.
- Civil Fire excludes chasing cables. Surface mounted conduit will be used to run cables. If chasing is required, Civil Fire can provide a revised quote.
- Motion/movement sensors on lights are not included unless specifically quoted.

SMOKE ALARM INSTALLATIONS

- Price is based on the provision of a non-switched active at the nearest light fitting. The location of the nearest non switched active can only be confirmed by the licenced electrician at the time of repair.
 - If there is no non-switched active at the nearest light fitting, an extensive conduit run may be required (e.g., power may need to be sourced from an adjacent room).
 - An additional fee of \$200 + GST per smoke alarm will be applicable in these cases.
 - Extended conduit runs can be visually intrusive and undesirable. Owner's wishing to explore other options (such as chasing) can discuss these with the electrician whilst they are on site for the installation. Civil Fire will charge a \$75 + GST fee to account for our time onsite, and will issue a revised quote.

BASELINE DATA

Under the requirements of AS1851 – 2012 all Baseline Data for the buildings essential fire safety measures is to be provided. However, unless we require specific information for the provision of our services then the absence of baseline data is not a building defect and therefore will not prevent the AFSS being issued. For more information on Baseline Data see AS1851 – 2012 clause 1.8 and Appendix C.

ONUS TO NOTIFY

The building must notify Civil Fire if any of the following occur:

- DA/CC or CDC is issued on the building or part of building.
- Extensions or internal alterations that result in changes to internal walls, doors and ceilings.
- Installation or Modification of any fire safety measures including Service installation penetrations through existing walls and ceilings.
- Change of use of a premises or individual lots from and to residential / offices / shops.
- Fire Safety Order is issued on the building.
- BCA Compliance Report, Fire Safety Upgrade Report or Similar is provided for the building.

Failure to notify Civil Fire of one of these conditions prior to the inspections may result in additional inspections being required at additional cost.

WORK HEALTH & SAFETY

- Civil Fire employees are required to wear work boots. Drop sheets cannot be used in all circumstances. This quote does not include carpet cleaning.
- Civil Fire will stop work if concerns about asbestos are raised when undertaking repairs. A sample will be taken for NATA laboratory testing - if the results come back positive for asbestos, the repair will be quoted. Please provide asbestos registers for buildings when they are available.
- Civil Fire has height access equipment capable of reaching 14ft (4.2m) on a flat site. If specialist lifting equipment is required, Civil Fire reserve the right to include price of hire in repair in addition to quote.
- All site-specific inductions will be billed to the customer in accordance with the schedule of fees above.

GENERAL CONDITIONS

- Equipment to be replaced or installed will be chosen by Civil Fire. New equipment may not match existing. Should you require a specific colour, style, type or brand of item this is to be specified and a new quote will be provided.
- Any items that are removed during repair (such as light fittings, door knockers, locks, etc) will be disposed of, unless arrangements have been made.
- Civil Fire takes no responsibility for security of areas while works are being carried out.
- If Home Warranty Insurance is required a separate quote will be supplied, upon acceptance of the works.
- Certification can be provided on request at completion of all works and receipt of payment in full.
- Asset lists are indicative only and may not be absolutely accurate. We endeavour to update assets lists to reflect changes in the building as they occur, however this is not always possible – the asset list should be used as a guide only.

EXCLUSIONS

Civil Fire's quotes exclude:

- All patching & painting.
- Repair of superficial damage. Some marking, chipping and/or scratching may occur to surrounds. Particularly with electrical installation & repairs to, and installation of fire doors, where damage is often unavoidable.
- Damage to, and warranty of concealed services such as plumbing, data or electrical wiring.
- Regulatory Authority approvals (if required).
- Plans & drawings that may be required under EP&A Regulation.
- Testing & reporting on underground valves & pipework or back-flow prevention devices.
- Automatic Fire Alarm Monitoring costs - including any false alarm charges.
- Provision of log books, summary records etc.
- Servicing or internal inspection of tanks.
- Servicing of any equipment in a confined space, roof spaces or any other hazardous area.
- Service regimes greater than annual servicing (i.e 5, 10, 12 & 24 yearly) inspections. These service intervals will be quotes separately when requested.



ACCEPTANCE INSTRUCTIONS

By providing approval for any of the items listed in this report, you acknowledge that you have read understood Civil Fire's terms, conditions and exclusions, on behalf of **Alison Rd 132 Randwick SP90847**.

Please mark on the below table or clearly state on your work order which quotes you wish to accept. You may use your own work order form if you prefer.

Quote ID	Repairs Summary	Amount	Approve (✓)
168955	Doorsets	\$585.00	
172634	Extinguishers, Hose Reels & Blankets	\$235.00	
172635	Fire Detection Systems	\$320.00	
172636	Fire Detection Systems (SOU – Alarms)	Do & Charge	

If you wish to approve any of the above listed recommendations for approval, please quote the unique **DefectID** listed in the first column of the table.

Additional Instructions/Recommendations to Approve:

Date: _____

Work Order Number: _____

Customer Name: _____

Customer Signature: _____

This page can be faxed or emailed to Civil Fire using the contact details in the header.

First Strata

From: Andrew Cvetko <acvetko@hotmail.com>
Sent: Sunday, 27 November 2022 6:48 PM
To: First Strata
Subject: Re: Job assigned JOB-00001007

Hi Scott,

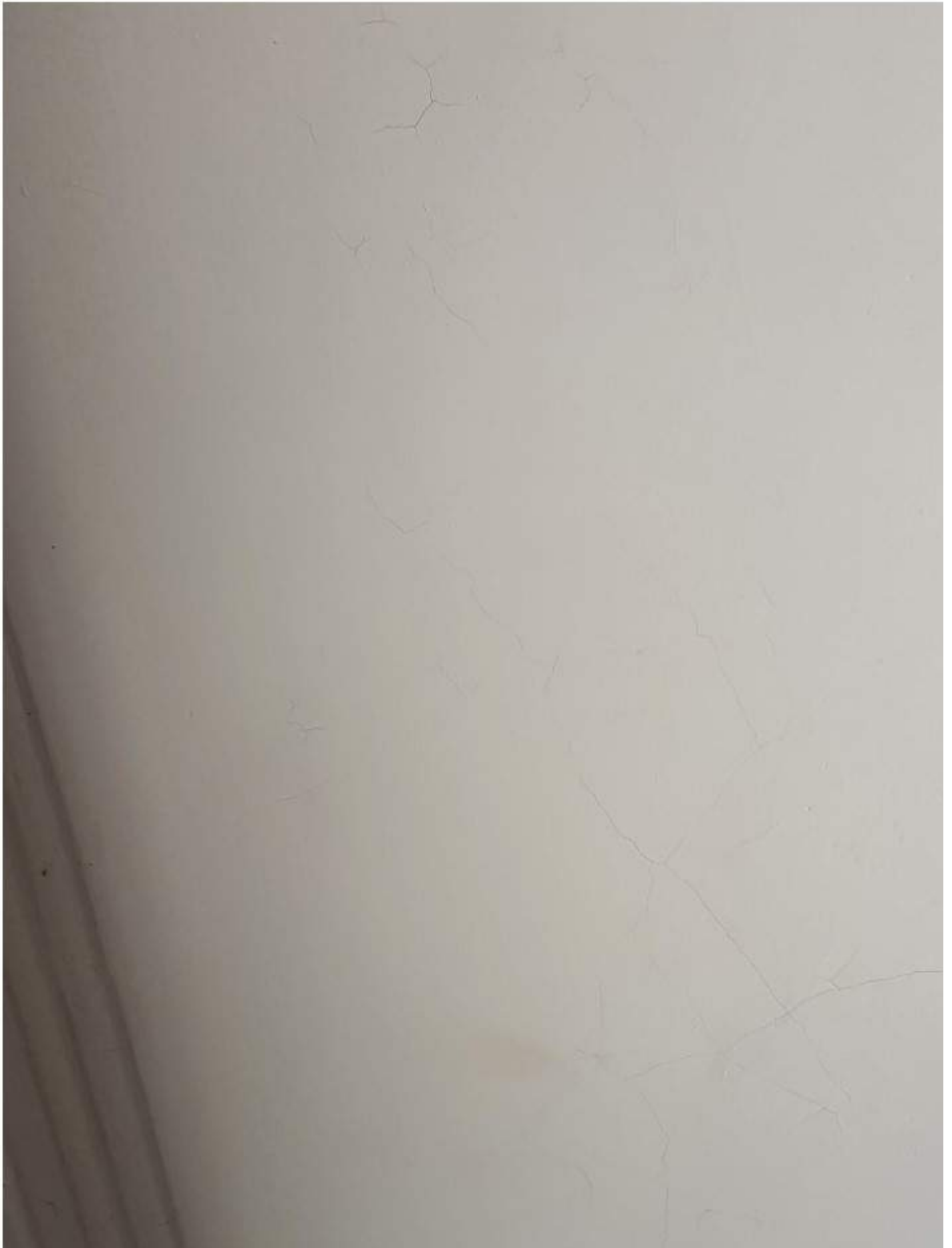
Please see attached images of damage to the ceiling.

Thanks,
Andrew

Bedroom 1



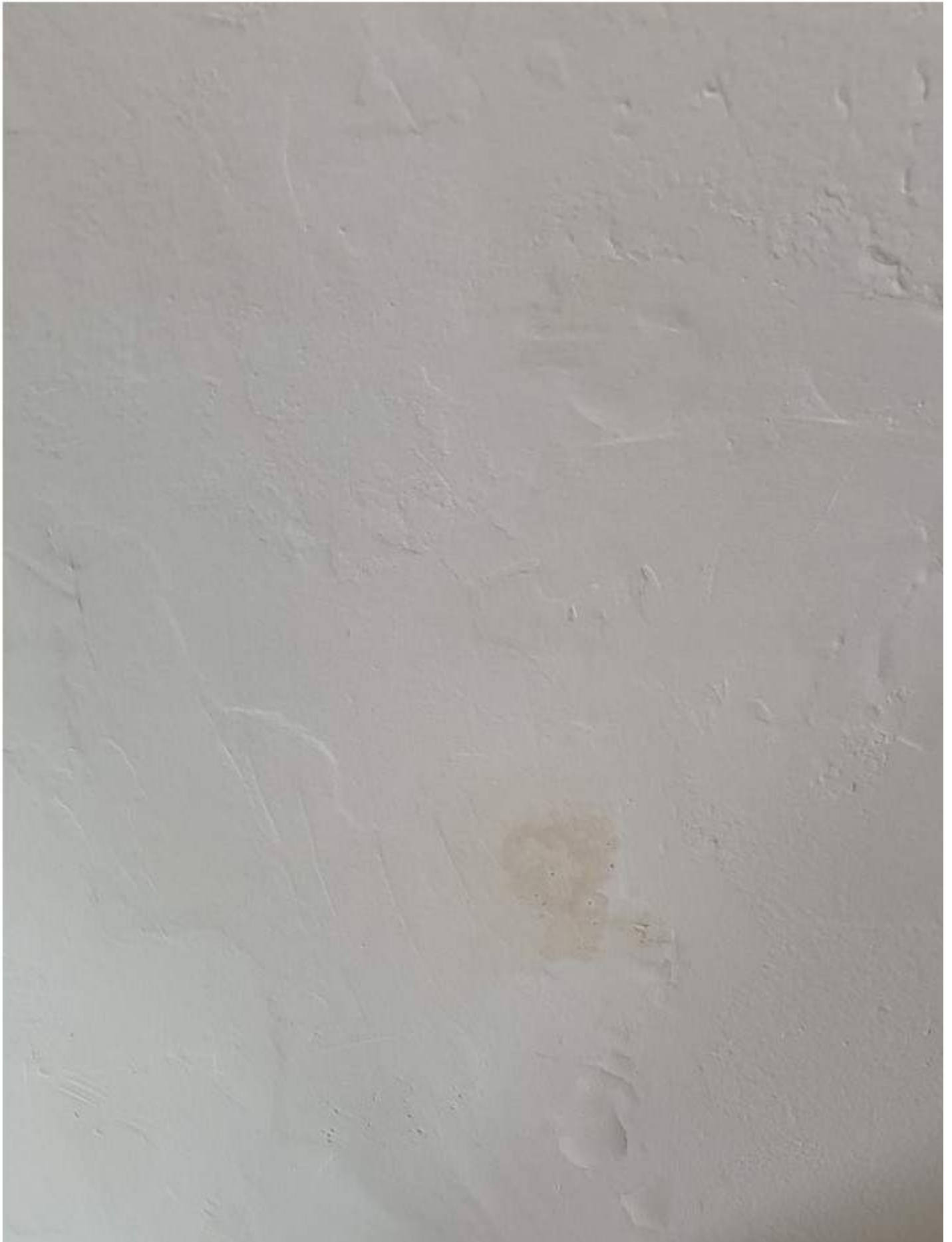




Bedroom 2



Living Room



Draft Motion

That the Owners Corporation Strata Plan 90847 SPECIALLY RESOLVES pursuant to section 108 of the Strata Schemes Management Act 2015 that the owners of Lot 1, 2, 3, 4 & 5 be authorised to add to and alter the common property by carrying out the works described under Works in By-Law 30, the terms and condition of which are set out in Annexure A attached.

That the Owners Corporation Strata Plan 90847 SPECIALLY RESOLVES pursuant to section 141 of the Strata Schemes Management Act 2015 to change the by-laws of the strata scheme by making a common property rights by-law in the terms and conditions of which are set out in By-Law 30 Annexure A, having received the consent in writing of the owner of Lot 1, 2, 3, 4 & 5 under section 143 of the Act.

Further to the Special Resolution of the above motion, that the Owners Corporation Strata Plan 90847 RESOLVES that the common seal of the Owners Corporation be affixed to the notification of the by-law by First Strata Pty Ltd in accordance with Section 273 of the Strata Schemes Management Act 2015 and the notification of the By-Law be lodged for registration at the Registrar-General's Office.

Explanatory note: This motion authorises the owners of Lot 1, 2, 3, 4 & 5 undertake alterations to the common property and associated works as described in By-Law 30 (Annexure A) and that the Owners Corporation consent to the making of the additional By-Law as set out in Annexure A and that the By-Law be registered against the Owners Corporation's Certificate of Title at the Registrar-General's Office.

Annexure 'A'

By-Law 30

Strata Plan 90847

Cover Page

To be replaced with Change of By-Laws form 15CB when By-Law is lodged for registration

By-Law 30:

By-law to authorise the owners of Lot 1, 2, 3, 4 & 5 to add to, alter and erect new structures on the common property and exclusive use:

PART 1

DEFINITIONS & INTERPRETATION

1.1 In this by-law:

- (a) **Authority** means any relevant government, semi government, statutory, public or other authority having any jurisdiction over the Lot.
- (b) **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*, which if permissible by the insurer must note the Owners Corporation as an interested party; and
 - (iii) workers compensation insurance as required by law.
- (c) **Lot** means lot 1, 2, 3, 4 & 5 in strata scheme 90847.
- (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. 90847.
- (f) **Works** means the following:
 - (i) supply and install subfloor ventilation fan to common property subfloor airspace directly underneath the lot;
 - (ii) installation of air vent to the external perimeter of the common property subfloor
 - (iii) all associated wiring and connections required for the installation of the works.
- (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:

- (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 is authorised to add to, alter and erect new structures on the common property to carry out the Works.
- 2.2 The Owner has the exclusive use and special privilege of the Exclusive Use Area.

PART 3

CONDITIONS

PART 3.1

Before commencement

- 3.1 Before commencement of the Works the Owner must:
- (a) obtain all necessary approvals from any Authorities and provide a copy to the Owners Corporation;
 - (b) effect and maintain Insurance for the duration of the Works being carried out, and provide a copy to the Owners Corporation;
 - (c) ensure that this by-law is registered in accordance with section 141 of the *Strata Schemes Management Act 2015* at the Registrar-General's Office; and

PART 3.2

During construction

- 3.2 Whilst the Works are in progress the Owner 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 Building Code of Australia and the Australian Standards and the law;
 - (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 2 weeks 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) 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;
 - (h) keep all affected areas of the common property outside the Lot clean and tidy, and removing all debris;
 - (i) ensure all electrical connections associated with the Works are connect to the Lot power circuit and not the house power circuit;

- (j) ensure all Works are in keeping with the existing appearance of the building and common property;
- (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 must rectify that interference or damage within a reasonable period of time; and
- (l) not vary the Works without first obtaining the consent in writing from the Owners Corporation.

PART 3.3

After construction

- 3.3 After the Works have been completed the Owner 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 have been rectified;
 - (c) provide the Owners Corporation with a copy of any certificate or certification required by an Authority to certify the Works;

PART 3.4

Enduring rights and obligations

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

PART 3.5

- 3.5 Registration of By-Law:
- (a) the Owners Corporation will be responsible for all reasonable costs associated with registration of this by-law.

END.



QUOTE

Anya Anackov
1/132 Alison Road
Randwick
New South Wales 2031
Australia

Job No
JB02517
Job Address
1/132 Alison Road,
Randwick, New South
Wales, 2031, Australia

Date
16 May 2022
Expiry Date
04 November
2022
Quote Number
QT02443
ABN
63 111 662 134

Pine Group PTY LTD
Trading as
Zenith Ventilation
1/55 Leland Street
Penrith NSW
2750
1300 314 113
info@zenithventilation.com.au
www.zenithventilation.com.au

Description	Quantity	Unit Price	Amount
Subfloor Ventilation: S&P TD800/200SIL 200mm silent series fan, Made in Spain	1	2,272.73	2,272.73
Supply and install 1 x "Zenith 200" Subfloor Ventilation system Comprising of 1 x S&P TD800/200SIL 200mm silent series fan Moves up to 950m3/hour each fan Up to 4 suction outlets each fan Insulated 200mm ducting High quality 150mm aluminium ducting Moulded PVC Y Junctions Moulded PVC Double Branch Take Off (BTO) Duct Tape and Blue hanging strap Balancing and installation by specialist installers Clipsal hard wired timer with manual override switch Electrical connection by licensed electrician 5 year warranty on the S&P Fans 2 year warranty on materials & Workmanship 1 year warranty on the timer			
Please note: This is a ventilation systems, it is not a dehumidifier. A ventilation system will only help to dry when the external conditions are drier than the internal conditions. When external conditions are is more humid than inside, a dehumidifier may be required.			

Subtotal	2,272.73
Total GST	227.27

Total AUD	2,500.00
------------------	-----------------

Supply and installation of Zenith 200 Silent series subfloor ventilation system

Comprising 1 x S&P TD800/200 200mm inline silent series fans

Note :When purchasing a ventilation system

A ventilation systems is not a dehumidifier. A ventilation system will only help to dry the environment when the external conditions are drier than the internal conditions. When external conditions are more humid than inside, a dehumidifier may be required.

Terms and Conditions:

By accepting this quote you will be agreeing to the following payment terms

Initial payment: 30% of total contract price, Due prior to work commencement, This is a Non refundable payment to cover administration and planning costs.

Progress payment: 50% of total contract price, Due when the project is more than half completed

Final payment: Due on completion, to be paid on the day of completion once invoice has been sent

Invoice(s) will be issued under the Building and Construction Industry Security of Payments Act 1999 NSW. Zenith Remedial cannot be held responsible for delays due to inclement weather. All works will be performed to relevant codes and standards and/or manufacturer specifications. All quotes exclusive of GST unless otherwise stated. Any variations by the other parties will be charged. All invoices to be paid by the stated due date.

Warranty Conditions: Subfloor Ventilation (2 years on labour and workmanship. Warranty of the Fan, timer and duct as per respective manufacturer)

Warranty on Fans, Ventilation systems, and electronic components are as per manufacturers warranty and separate from this warranty.

1.1 Subject to the conditions of warranty set out in Clause

1.2 the Seller warrants that if any defect in any workmanship manufactured by the Seller becomes apparent and is reported to the Seller

(a) Within six years of the date of delivery (time being of the essence) then the Seller will either (at the Seller's sole discretion) repair the defect or replace the workmanship.

1.2 The conditions applicable to the warranty given by Clause 1.1 are:

(a) The warranty shall not cover any defect or damage which may be caused or partly caused by or arise through:

i) Failure on the part of the Buyer to properly maintain any Goods; or

ii) Failure on the part of the Buyer to follow any instructions or guidelines provided by the Seller; or

iii) Any use of any Goods otherwise than for any application specified on a quote or order form; or

iv) The continued use of any Goods after any defect becomes apparent or would have become apparent to a reasonably prudent operator or user; or

v) Fair wear and tear, any accident or act of God.

(b) The warranty shall cease and the Seller shall thereafter in no circumstances be liable under the terms of the warranty if the workmanship is repaired, altered or overhauled without the Seller's consent.

(c) In respect of all claims the Seller shall not be liable to compensate the Buyer for any delay in either replacing or repairing the workmanship/Goods or in properly assessing the Buyer's claim. Nor will the seller be liable for any consequential damage such as items that were not supplied by the seller

1.3 The warranty does not apply if

(a) The Subfloor ventilation is affected by any structural movement however caused; (b) Any damage is caused to the area treated by neglectful, intentional or accidental acts; (c) The Subfloor ventilation has been used for other activities contrary to its designed purpose intentional or otherwise

Warranty Conditions: Energy Recovery Ventilation Systems, Heat Recovery Ventilation Systems, Air Handling Units, Dehumidification Systems, Heat Pumps, Geo Thermal Pumps (2 year)

Warranty on Fans, Ventilation systems, and electronic components are as per manufacturers warranty and separate from this warranty.

1.1 Subject to the conditions of warranty set out in Clause 1.2 the Seller warrants that if any defect in any workmanship manufactured or materials other than the items mentioned above that will be covered by manufacturers warranty, sold by the Seller becomes apparent and is reported to the Seller

(a) Within 2 years of the date of delivery (time being of the essence) then the Seller will either (at the Seller's sole discretion) repair the defect or replace the workmanship.

1.2 The conditions applicable to the warranty given by Clause 1.1 are: (a) The warranty shall not cover any defect or damage which may be caused or partly caused by or arise through: i) Failure on the part of the Buyer to properly maintain any Goods; or ii) Failure on the part of the Buyer to follow any instructions or guidelines provided by the Seller; or iii) Any use of any Goods otherwise than for any application specified on a quote or order form; or iv) The continued use of any Goods after any defect becomes apparent or would have become apparent to a reasonably prudent operator or user; or v) Fair wear and tear, any accident or act of God.

(b) The warranty shall cease and the Seller shall thereafter in no circumstances be liable under the terms of the warranty if the workmanship is repaired, altered or overhauled without the Seller's consent. (c) In respect of all claims the Seller shall not be liable to compensate the Buyer for any delay in either replacing or repairing the workmanship/Goods or in properly assessing the Buyer's claim. Nor will the seller be liable for any consequential damage such as items that were not supplied by the seller

1.3 The warranty does not apply if

(a) The ventilation is affected by any structural movement however caused;

(b) Any damage is caused to the area treated by neglectful, intentional or accidental acts;

(c) The ventilation system has been used for other activities contrary to its designed purpose intentional or

otherwise

Business Pack Insurance Certificate of Currency

QBE Insurance (Australia) Ltd
Head Office
Level 18, 388 George Street
Sydney NSW 2000
ABN: 78 003 191 035
AFS Licence No: 239545



Policy Number 18A949013BPK

Issued By
QBE Insurance (Australia) Ltd

Period of Insurance
From 30/06/2022
To 30/06/2023 at 4pm

This certificate confirms this policy is in force for the period 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/Product Disclosure Statement and schedule). It does not alter, amend or extend the policy. The information is current only at the date of printing.

The Insured

PINE GROUP PTY LTD
ABN Number 63 111 662 134

Cover Details

Location Unit 1/55 Leland Street, PENRITH NSW 2750 **Risk Number** 3
Business VENTILATION EQUIPMENT INSTALLA
Interested Party None Noted

Property Section

Particulars	Total Sum Insured	Excess
Buildings	Not Insured	
Contents	\$120,000	\$500

Reinstatement / extra cost conditions apply
Earthquake excess as per the policy wording

Business Pack Insurance Certificate of Currency

QBE Insurance (Australia) Ltd
Head Office
Level 18, 388 George Street
Sydney NSW 2000
ABN: 78 003 191 035
AFS Licence No: 239545



Policy Number 18A949013BPK

Cover Details *continued*

Location Unit 1/55 Leland Street, PENRITH NSW 2750

Risk Number 3

Business VENTILATION EQUIPMENT INSTALLA

Clauses

- **GOL**

APPLICABLE POLICY WORDING

When BUSINESS PACK INSURANCE is shown on the Policy Schedule Austbrokers Commercial/Retail/Industrial Policy wording QM511-0622 applies.

When TRADES PACK INSURANCE is shown on the Policy Schedule QBE Trade Policy QM207-0421 applies.

When OFFICE PACK INSURANCE is shown on the Policy Schedule QBE Office Policy QM208-1221 applies.

- **CSC**

CONTENTS INCLUDES STOCK

The sum insured against contents in the Policy Schedule includes stock as defined in the Policy wording.

- **IPS**

NOTING INTERESTED PARTY FOR SPECIFIED ITEM

It is noted that:

DEHUM Pty Ltd

is declared as an interested party in respect of a financial interest in the following item(s):

Item:

Contents and Stock at the premises.

Business Pack Insurance Certificate of Currency

QBE Insurance (Australia) Ltd
Head Office
Level 18, 388 George Street
Sydney NSW 2000
ABN: 78 003 191 035
AFS Licence No: 239545



Policy Number 18A949013BPK

Cover Details

Location Unit 1/55 Leland Street, PENRITH NSW 2750 **Risk Number** 4
Business VENTILATION EQUIPMENT INSTALLA
Interested Party DEHUM PTY LTD
CONTENTS AND STOCK AT

Theft Section

Particulars	Total Sum Insured
Contents	\$10,000
Stock	\$50,000
Theft without forcible entry	As per the policy wording
Tobacco, cigarettes, cigars	Not Insured
Liquor	Not Insured
Excess	\$250

Clauses

• CIP

APPLICABLE POLICY WORDING

When BUSINESS PACK INSURANCE is shown on the Policy Schedule
Austbrokers Commercial/Retail/Industrial Policy wording QM511-0622
applies.

When TRADES PACK INSURANCE is shown on the Policy Schedule QBE Trade
Policy QM207-0421 applies.

When OFFICE PACK INSURANCE is shown on the Policy Schedule QBE Office
Policy QM208-1221 applies.

Business Pack Insurance Certificate of Currency

QBE Insurance (Australia) Ltd
Head Office
Level 18, 388 George Street
Sydney NSW 2000
ABN: 78 003 191 035
AFS Licence No: 239545



Policy Number 18A949013BPK

Cover Details

Location Unit 1/55 Leland Street, PENRITH NSW 2750

Risk Number 5

Business VENTILATION EQUIPMENT INSTALLA

Interested Party None Noted

Broadform Liability Section

Particulars	Total Sum Insured	Limit
Limit of liability, any one occurrence		\$10,000,000
Property in Your physical and legal control	\$250,000	

Excess \$1,000 for property damage claims only
\$0 for personal injury claims

Business Pack Insurance Certificate of Currency

QBE Insurance (Australia) Ltd
Head Office
Level 18, 388 George Street
Sydney NSW 2000
ABN: 78 003 191 035
AFS Licence No: 239545



Policy Number 18A949013BPK

Cover Details

Location Unit 1/55 Leland Street, PENRITH NSW 2750

Risk Number 2

Business VENTILATION EQUIPMENT INSTALLA

Interested Party None Noted

General Property Section

Particulars	Total Sum Insured	Sum Insured	Excess
Insured property	\$4,500	\$4,500	\$250
UNSPECIFIED TOOLS OF TRADE Serial Number: -		\$4,500	

Clauses

- CIP**

APPLICABLE POLICY WORDING

When BUSINESS PACK INSURANCE is shown on the Policy Schedule
Austbrokers Commercial/Retail/Industrial Policy wording QM511-0622
applies.

When TRADES PACK INSURANCE is shown on the Policy Schedule QBE Trade
Policy QM207-0421 applies.

When OFFICE PACK INSURANCE is shown on the Policy Schedule QBE Office
Policy QM208-1221 applies.

End of Certificate

Business Pack Insurance Certificate of Currency

QBE Insurance (Australia) Ltd
Head Office
Level 18, 388 George Street
Sydney NSW 2000
ABN: 78 003 191 035
AFS Licence No: 239545



Policy Number 18A949013BPK

Issued By
QBE Insurance (Australia) Ltd

Period of Insurance
From 30/06/2022
To 30/06/2023 at 4pm

This certificate confirms this policy is in force for the period 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/Product Disclosure Statement and schedule). It does not alter, amend or extend the policy. The information is current only at the date of printing.

The Insured

PINE GROUP PTY LTD
ABN Number 63 111 662 134

Cover Details

Location Unit 1/55 Leland Street, PENRITH NSW 2750 **Risk Number** 5
Business VENTILATION EQUIPMENT INSTALLA
Interested Party None Noted

Broadform Liability Section

Particulars	Total Sum Insured	Limit
Limit of liability, any one occurrence		\$10,000,000
Property in Your physical and legal control	\$250,000	

Excess \$1,000 for property damage claims only
\$0 for personal injury claims

Clauses

- CIP**
APPLICABLE POLICY WORDING
When BUSINESS PACK INSURANCE is shown on the Policy Schedule Austbrokers Commercial/Retail/Industrial Policy wording QM511-0622 applies.
When TRADES PACK INSURANCE is shown on the Policy Schedule QBE Trade Policy QM207-0421 applies.
When OFFICE PACK INSURANCE is shown on the Policy Schedule QBE Office Policy QM208-1221 applies.



Policy Number 18A949013BPK

Cover Details *continued*

Location Unit 1/55 Leland Street, PENRITH NSW 2750
Business VENTILATION EQUIPMENT INSTALLA

Risk Number 5

Clauses *continued*

• **B64**

Your Business

Your Business specified in the Schedule is more fully described as:

Home ventilation including subfloor ventilation,
damp proofing activities and ventilation systems
for indoor swimming pools.

• **BI1**

INJURY TO CONTRACTOR OR LABOUR HIRE EMPLOYEE EXCESS

In respect to any personal injury occurring to any worker (as defined)
for which you are covered under the Liability section of this policy,
the following excess will apply.

You shall bear the first \$5,000 for any one occurrence (inclusive
of Defence Costs and other costs and expenses) in respect of
liability arising out of Personal Injury to Workers while such Workers
are acting in such capacity.

For the purpose of this provision the term 'workers' shall mean:

- (a) any person provided to you on a temporary or permanent basis under
a specific contract with a provider of Contract Labour Hire
Personnel and such person remains an employee of that provider;
- (b) any person (including a person who may be an employee of a
contractor), contracted to perform work for the Insured under the
direct supervision or control of the Insured in the performance of
such work but does not include any person where the nature
the contracted work is the trade or service of such contractor
and not that of the Business of the Insured;
- (c) any person (including a person who may be an employee of a
subcontractor), subcontracted to perform work on behalf of the
Insured and is under the direct supervision or control of the
Insured in the performance of such work.

• **P87**

PROPERTY DAMAGE EXCESS

Claims in relation to Property Damage are subject to an excess of:

- (a) \$500, or
- (b) the excess shown on the Policy Schedule
whichever is the greater.

Business Pack Insurance Certificate of Currency

QBE Insurance (Australia) Ltd
Head Office
Level 18, 388 George Street
Sydney NSW 2000
ABN: 78 003 191 035
AFS Licence No: 239545



Policy Number 18A949013BPK

Cover Details *continued*

Location Unit 1/55 Leland Street, PENRITH NSW 2750
Business VENTILATION EQUIPMENT INSTALLA

Risk Number 5

Clauses *continued*

- **B67**

INSULATION INSTALLATIONS

The Broadform Liability Section of this Policy does not cover liability in respect of Personal Injury or Property Damage caused by or arising out of:

- (a) importation by You of insulation material
- (b) insulation installation by You or on Your behalf unless such activity is conducted in strict compliance with Australian Standard AS3999-1992 "Thermal Insulation of Dwellings - Bulk Insulation Installation Requirements".

- **A67**

INSULATION INSTALLATIONS

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- (a) importation by You of insulation material
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- **SBE**

We have been advised a NSW Small Business Stamp Duty declaration has been completed. The Small Business premium is exempt from NSW Stamp Duty charges.

End of Certificate

MINUTES OF THE ANNUAL GENERAL MEETING OF THE OWNERS - STRATA PLAN NO. 90847 (132 ALISON ROAD, RANDWICK), HELD ONLINE VIA ZOOM MEETING ID 81733959715 ON MONDAY 30 JANUARY 2023 OPENED AT 7:00 PM.

PRESENT: A Aleksandra (Lot 1), Y Nehme (Lot 2), G Lombardo (Lot 3), R Lemon & S Ruz (Lot 5), K Sorrenson (Lot 12), ABerkovich (Lot 13), J Purchase (Lot 14) & A Cvetko (lot 15).

IN ATTENDANCE: S Martel from First Strata Pty Ltd & K Sorrenson (Lot 12).

CHAIRPERSON: S Martel from First Strata Pty Ltd chaired the Meeting.

1 MINUTES

Resolved that the minutes of the last general meeting be adopted as a true and accurate account of the proceedings of that meeting.

2 KEY FINANCIAL INFORMATION (2021-2022)

Resolved that the attached statements of key financial information for the Administrative Fund, the Capital Works Fund and any other fund prepared by the Owners Corporation together with the relevant auditor's report, if required, be adopted.

3 AUDITOR

Resolved that Targett Wellman be re-appointed as auditors.

4 LEVY CONTRIBUTIONS

Resolved that

a) in accordance with Section 79(2) and 81 of the *Strata Schemes Management Act 2015*, the Owners Corporation estimates that in respect of the period from 1 November 2022 to 31 October 2023 it will need to credit to its Administrative and Capital Works Funds for actual and expected expenditure referred to in those subsections the amounts set out in the budget that was attached to the notice of the meeting at which this resolution was passed; and

b) in accordance with Section 81 of the Act, the Owners Corporation determines that the following amounts are to be levied to raise the estimated contributions:

Administrative Fund, the sum of \$40,000.00

Capital Works Fund, the sum of \$32,240.00

c) those amounts are to be paid by regular equal periodic instalments on the first days of 1 March, 1 June, 1 September, 1 December 2022.

d) the Treasurer is authorised to levy those contributions by written notice on each person liable to pay them.

1.3.22 - Administrative Fund \$10,000.00 Capital Works Fund \$8,060.00
1.6.22 - Administrative Fund \$10,000.00 Capital Works Fund \$8,060.00
1.11.22 - Administrative Fund \$10,000.00 Capital Works Fund \$8,060.00
1.2.23 - Administrative Fund \$10,000.00 Capital Works Fund \$8,060.00

5 CAPITAL WORKS FUND

That the Owners Corporation do the following:

a) Review the current Capital Works Fund Analysis report; and

b) Engage a suitably qualified consultant to review, carry out and/or assess the capital upgrade and maintenance requirements of the building for the next ten (10) years or an updated report each five (5) years, and provide the Capital Works Fund Analysis report; and

c) To submit that report to the Strata Committee to determine what action is required, if any; and

d) To delegate to the Strata Manager, the function pursuant to the Agency Agreement, additional duties schedule to undertake the seeking of quotations and engaging the contractor to prepare the report and any ancillary work approved by the Strata Committee.

6 LEVY COLLECTION

Resolved that the Owners Corporation resolve for the purpose of collecting Levy Contributions to authorise the Strata Managing Agent and/or the Strata Committee to do all things necessary to commence and maintain debt recovery proceedings for collecting outstanding Levy Contributions.

7 STRATA COMMITTEE

Resolved that nominations be received for the election of the Strata Committee members and the Owners Corporation determine the number of persons to be elected to the Strata Committee at seven (7) as follows:

A Anackov	Lot 1	Member	Self-nominated
Y Nehme	Lot 2	Member	Self-nominated
S Ruz	Lot 5	Member	Self-nominated
K Sorrenson	Lot 12	Member	Nominated by J & K Sorrenson (Lot 12).
A Berkovich	Lot 13	Member	Self-nominated
J Purchas	Lot 14	Member	Self-nominated
A Cvetko	Lot 15	Member	Self-nominated

8 RESTRICTED MATTERS

Resolved that there be no limitations placed on the decision-making powers of the Strata Committee for the coming year.

9 ANNUAL FIRE SAFETY STATEMENT

Resolved that the Owners Corporation has appointed Civil Fire Design to carry out the Annual Fire Safety Statement and that First Strata Pty Ltd be authorised to sign and execute the Annual Fire Safety Statement on behalf of the Owners Corporation.

10 INSURANCE

Resolved that the Owners Corporation insurances as listed in the Annexures to the Agenda of the meeting be confirmed.

11 ADDITIONAL INSURANCE

Resolved that no additional insurances are required.

12 INSURANCE VALUATION

Resolved that the Owners Corporation value the building's damage insurance amount for replacement and reinstatement as now required under Section 161 of the Strata Schemes Management Act 2015.

13 COMMISSIONS

Resolved that the report submitted by the Strata Managing Agent on commissions received in the past 12 months and estimate of commissions and training services to be received in the next 12 months be approved and accepted.

14 STRATA MANAGEMENT AGREEMENT

The Owners – Strata Plan No. 90847 RESOLVED by ordinary resolution to re-appoint **First Strata Pty Ltd (Agent)** as strata managing agent on the terms and conditions set out in the proposed strata management agency agreement (Agreement), a copy attached to the notice for this meeting and that the following be delegated to the Agent:

- (a) All of the functions of the Owners Corporation (other than its power to make a make a delegation, to make a decision on a matter that is required to be decided by the Owners Corporation or to make a determination relating to the levying or payment of contributions); and
- (b) The functions of chairperson, secretary and treasurer necessary to enable the Agent to carry out the 'Primary Services/Agreed Services' and the 'Further Services/Additional Services' as defined in the Agreement; with effect from the date determined for that purpose by the Strata Committee, provided that:
- (c) the delegation to the Agent is subject to the conditions and limitations listed in the Agreement;
- (d) the Owners Corporation is to execute the Agreement to give effect to this appointment and delegation; and

(e) authority is given to two members of the Strata Committee to affix the commonseal of the Owners Corporation to the Agreement.

15 ROOF

The Managing Agent address the meeting to confirm that the Strata Committee had approved the appointment of ii Painting & Building accepting their quotation - \$ \$7,500 + GST plus an estimate allowance of \$800 + GST for materials for patch repairs. It was noted that this approach is on an All Care no Responsibility basis due to the current condition of the roof. Access: proper harness and lanyard systems will be required. Access onto the rooftop can be gained from the manhole located in the fire staircase. Works are due to commence subject to contractors availability.

16 SPECIAL BY-LAW – SUBFLOOR VENTILATION

SPECIALLY RESOLVED pursuant to section 108 of the Strata Schemes Management Act 2015 that the owners of Lot 1, 2, 3, 4 & 5 be authorised to add to and alter the common property by carrying out the works described under Works in By-Law 30, the terms and condition of which are set out in Annexure A attached.

SPECIALLY RESOLVED pursuant to section 141 of the Strata Schemes Management Act 2015 to change the by-laws of the strata scheme by making a common property rights by-law in the terms and conditions of which are set out in By-Law 30 Annexure A, having received the consent in writing of the owner of Lot 1, 2, 3, 4 & 5 under section 143 of the Act.

RESOLVED that the common seal of the Owners Corporation be affixed to the notification of the by-law by First Strata Pty Ltd in accordance with Section 273 of the Strata Schemes Management Act 2015 and the notification of the By-Law be lodged for registration at the Registrar-General's Office.

17 BUILDING REPAIRS

The Owners Corporation discussed s required building repairs generally, including the following submitted by Lot 13: *water leak in our sunny room below the window, where mould started to grow, and water leaks in our garage further to the first draft quotation received back by National Building Maintenance.* It was **RESOLVED**:

- 1) No further immediate action for unit 13 leaking sunroom window at this time.
- 2) The Managing Agent to arrange further quotations for installing a membrane to the rear garage roof, internal spalling repairs and any membrane system that can be installed to the outer wall adjoining 130 Alison Road.
- 3) The Managing Agent to arrange for the roofing contractor who is completing the patch repairs to the roof above unit 15 to repair the leaking gutter joint outside unit 15 (via ladder or access system).
- 4) The Managing Agent to follow up Civil Fire the status of the common door repairs pursuant to Defect ID 3338268.

MEETING CLOSE: There being no further business, the Chairperson declared the meeting closed at 7.55 pm



.....
CHAIRPERSON



First Strata

The Owners – Strata Plan 90847

Notice of Annual General Meeting

132 Alison Road, Randwick NSW 2031

P: 1300 301 175

First Strata Pty Ltd
PO Box 373 Randwick NSW 2031

E: info@firststrata.com.au

**STRATA SCHEMES MANAGEMENT ACT 2015
NOTICE OF AN ANNUAL GENERAL MEETING**

ADDRESSED TO:

The Owner(s)/Mortgagees

**STRATA PLAN 90847
132 ALISON ROAD, RANDWICK**

The Owners - Strata Plan No. 90847 GIVES YOU NOTICE that its Annual General Meeting will be held **ONLINE VIA ZOOM MEETING ID 81733959715** on **MONDAY 30 JANUARY 2023** at **7.00 PM**.

DATED: 19 January 2023

PER: S Martel – First Strata Pty Ltd

This meeting is being held via ZOOM.

Owners have the following options for participating and voting in the 2023 Annual General Meeting:

1) Participate via ZOOM video meeting by using the following details to be added to the meeting:

Join Zoom Meeting by clicking on this link:

<https://us02web.zoom.us/j/81733959715?pwd=ekQ4dVlJOXFONnZBT3lwckZoUHFQdz09>

Meeting ID: 817 3395 9715

Passcode: 90847

2) Participate via ZOOM voice meeting by using the following details to phone into the meeting:

Call: +61 2 8015 6011

Meeting ID: 817 3395 9715

Passcode: 90847

You will then be joined to the meeting.

Motions:

1 MINUTES

THAT the minutes of the last general meeting be adopted as a true and accurate account of the proceedings of that meeting.

Explanation: The minutes of the last general meeting, either an extraordinary or general meeting have been distributed to all owners or attached to the notice of this meeting. This motion confirms the accuracy of the minutes and in the event that the minutes are in error, owners can move the minutes be amended.

2 KEY FINANCIAL INFORMATION

THAT the attached statements of key financial information for the Administrative Fund, the Capital Works Fund and any other fund prepared by the Owners Corporation together with the relevant auditor's report, if required, be adopted.

Explanation: The Financial Statements are a formal record of the financial activities and position of the Strata Scheme. A copy of the key financial information of the Owners Corporation is attached. The accounting records of the Owners Corporation are kept by the Strata Managing Agent. Please direct any inquiries regarding the accounts to the Strata Managing Agent at least 48 hours prior to the meeting.

3 AUDITOR
THAT an auditor be appointed.

Explanation: The Owners Corporation must decide whether to appoint an auditor. It should be noted that it is compulsory to appoint an auditor for large schemes (schemes of more than 100 lots excluding utility lots) or schemes for which the annual budget exceeds \$250,000.00.

4 LEVY CONTRIBUTIONS
THAT

a) in accordance with Section 79(2) and 81 of the *Strata Schemes Management Act 2015*, the Owners Corporation estimates that in respect of the period from 1 November 2022 to 31 October 2023 it will need to credit to its Administrative and Capital Works Funds for actual and expected expenditure referred to in those subsections the amounts set out in the budget that was attached to the notice of the meeting at which this resolution was passed; and

b) in accordance with Section 81 of the Act, the Owners Corporation determines that the following amounts are to be levied to raise the estimated contributions:

Administrative Fund, the sum of \$42,000.00

Capital Works Fund, the sum of \$32,240.00

c) those amounts are to be paid by regular equal periodic instalments on the first days of 1 March (already invoiced), 1 June (already invoiced), 1 September, 1 December 2022.

1.3.23 - Administrative Fund \$10,500.00 Capital Works Fund \$8,060.00
1.6.23 - Administrative Fund \$10,500.00 Capital Works Fund \$8,060.00
1.11.23 - Administrative Fund \$10,500.00 Capital Works Fund \$8,060.00
1.2.24 - Administrative Fund \$10,500.00 Capital Works Fund \$8,060.00

Explanation: Levy contributions provide funds to operate your scheme. All contributions must be calculated in proportion to the Unit Entitlements. The funds raised towards the Administrative Fund are to pay for the annual day to day recurrent expenses. The funds raised in the Capital Works Fund are to pay for future capital expenditure. The Owners Corporation may also have a special fund for specific purposes.

5 CAPITAL WORKS FUND

THAT the Owners Corporation resolve to do obtain an updated Capital Works Fund Analysis report.

Explanation: The Owners Corporation must prepare a plan of anticipated major expenditure to be met from the Capital Works Fund over the 10 year period commencing on the date of the First Annual General Meeting. The Capital Works Fund Plan must be reviewed at least once every five (5) years. The preparation of this plan is a significant exercise and the legislation allows the Owners Corporation to engage expert assistance in its preparation. The meeting must discuss the preparation or review of this Plan. A copy of the current Plan is available from the Strata Manager and a copy will be available at the meeting.

6 LEVY COLLECTION

THAT the Owners Corporation resolve for the purpose of collecting Levy Contributions to authorise the Strata Managing Agent and/or the Strata Committee to do all things necessary to commence and maintain debt recovery proceedings for collecting outstanding Levy Contributions.

Explanation: The Owners Corporation must determine how they wish to deal with the recovery of outstanding Levy arrears. Interest is not chargeable on outstanding levies until after one (1) month from the due date and legal action cannot be taken unless 21 days written notice is given of such action in accordance with Section 86 of the Strata Schemes Management Act 2015.

7 STRATA COMMITTEE

THAT nominations be received for the election of the Strata Committee members and the Owners Corporation determine the number of persons to be elected to the Strata Committee and elect same.

Explanation: The meeting must determine the number of members to be elected to the Strata Committee. The maximum number of Strata Committee members permitted by the Strata Schemes Management Act 2015 is nine (9) or in a two lot scheme the number to be elected is two (2).

When the number has been determined, if the number of candidates exceed that number, there will be a Strata Committee ballot to fill the positions. The procedure for election of the Strata Committee is prescribed in Part 2 of the Strata Schemes Management Regulation 2016.

A person who is prepared to be nominated as a candidate for election to the Strata Committee must be financial and personally consent to the nomination. This can be done verbally at the meeting or in writing.

8 RESTRICTED MATTERS

THAT the Owners Corporation determine what matters shall be a restricted matter that can only be decided at a general meeting.

Explanation: An Owners Corporation may decide in a general meeting that a particular matter or type of matter can only be decided by the Owners Corporation in a general meeting. Such a decision effectively removes that matter or class of matters from the decision making powers of the Strata Committee.

9 ANNUAL FIRE SAFETY STATEMENT

THAT the Owners Corporation resolves by Ordinary Resolution to consider the Annual Fire Safety Statement and to make arrangements for obtaining the next Annual Fire Statement.

Explanation: If an Annual Fire Safety Statement is required for the building under the Environmental Planning and Assessment Act 1979, the Owners Corporation is required to consider it at each Annual General Meeting and to make arrangements for obtaining the next Annual Fire Safety Statement in accordance with Clause 6(c) of Schedule 1 of the Strata Schemes Management Act 2015. It is recommended to use an independent certifier.

10 INSURANCE

THAT the Owners Corporation insurances as listed in the Annexures to the Agenda of the meeting be confirmed and **THAT** the Strata Committee be delegated the function of increasing, altering or adding insurances should it be resolved to include further insurances.

Explanation: The Owners Corporation is required to consider its insurances from time to time and where current insurances are in place, the Owners Corporation may review those insurances.

11 ADDITIONAL INSURANCE

THAT the Owners Corporation decide whether additional insurances should be taken out.

Explanation: Section 165(2) of the Act allows the Owners Corporation to take out additional insurances such as cover against liability for property, death or bodily injury to a voluntary worker, an error or omission by an office bearer or member of the Strata Committee of the Owners Corporation; and misappropriation of money or other property of the Owners Corporation.

12 INSURANCE VALUATION

THAT the Owners Corporation by ordinary resolution to value the building's damage insurance amount for replacement and reinstatement as now required under Section 161 of the Strata Schemes Management Act 2015. (Last Valuation: 15/10/2021 - \$6,260,000.00).

Explanation: The former legislation only required consideration of the replacement value. However, reinstatement is also required in some circumstances this amount could exceed the replacement value, leaving the scheme underinsured. It is expected that the valuer's fee to value reinstatement costs will be higher than just for replacement costs. The legislation does not require an Owners Corporation to obtain a valuation, however this is highly recommended and any former valuation obtained before 30 November 2016 probably only allowed for replacement costs and not reinstatement costs.

13 COMMISSIONS

THAT a report be received from the Strata Managing Agent on commissions received in the past 12 months and estimate of commissions and training services to be received in the next 12 months.

Explanation: The Strata Managing Agent under Section 60 of the Strata Schemes Management Act 2015 is required to disclose all commissions or training services provided to the Strata Managing Agent for the Strata Scheme. As at the date of the notice of this meeting, the Strata Manager has received the following:

Commissions:

\$1,100.00 in commissions in the past 12 months, and an amount of \$1,300.00 commissions is expected to be received in the next 12 months. No other commissions or fees for training services were received.

14 STRATA MANAGEMENT AGREEMENT:

The Owners – Strata Plan No. 90847 RESOLVE by ordinary resolution to re-appoint First Strata Pty Ltd (Agent) as strata managing agent on the terms and conditions set out in the proposed strata management agency agreement (Agreement), on the same terms as the current agreement (and that the following be delegated to the Agent:

- (a) All of the functions of the Owners Corporation (other than its power to make a make a delegation, to make a decision on a matter that is required to be decided by the Owners Corporation or to make a determination relating to the levying or payment of contributions); and
- (b) The functions of chairperson, secretary and treasurer necessary to enable the Agent to carry out the 'Primary Services/Agreed Services' and the 'Further Services/Additional Services' as defined in the Agreement; with effect from the date determined for that purpose by the Strata Committee, provided that:
 - (c) the delegation to the Agent is subject to the conditions and limitations listed in the Agreement;
 - (d) the Owners Corporation is to execute the Agreement to give effect to this appointment and delegation; and
 - (e) authority is given to two members of the Strata Committee to affix the common seal of the Owners Corporation to the Agreement.

15 ROOF

THAT the Owners Corporation discuss the attached the status of the roof repairs as approved by the Strata Committee resolve as appropriate.

Explanation: The motion relates to the Owners Corporation discussing the status of the roof repairs project.

16 SPECIAL BY-LAW – SUBFLOOR VENTILATION

That the Owners Corporation Strata Plan 90847 SPECIALLY RESOLVES pursuant to section 108 of the Strata Schemes Management Act 2015 that the owners of Lot 1, 2, 3, 4 & 5 be authorised to add to and alter the common property by carrying out the works described under Works in By-Law 30, the terms and condition of which are set out in Annexure A attached.

That the Owners Corporation Strata Plan 90847 SPECIALLY RESOLVES pursuant to section 141 of the Strata Schemes Management Act 2015 to change the by-laws of the strata scheme by making a common property rights by-law in the terms and conditions of which are set out in By-Law 30 Annexure A, having received the consent in writing of the owner of Lot 1, 2, 3, 4 & 5 under section 143 of the Act.

Further to the Special Resolution of the above motion, that the Owners Corporation Strata Plan 90847 RESOLVES that the common seal of the Owners Corporation be affixed to the notification of the by-law by First Strata Pty Ltd in accordance with Section 273 of the Strata Schemes Management Act 2015 and the notification of the By-Law be lodged for registration at the Registrar-General's Office.

Explanatory note: This motion authorises the owners of Lot 1, 2, 3, 4 & 5 undertake alterations to the common property and associated works as described in By-Law 30 (Annexure A) and that the Owners Corporation consent to the making of the additional By-Law as set out in Annexure A and that the By-Law be registered against the Owners Corporation's Certificate of Title at the Registrar-General's Office.

17 BUILDING REPAIRS

THAT the Owners Corporation discuss required building repairs generally, including the following submitted by Lot 13: *water leak in our sunny room below the window, where mould started to grow, and water leaks in our garage. There is also a leak from a gutter joint above our kitchen window* and resolve as appropriate.

Explanation : The motion relates to the Owners Corporation discussing the quotations and costing received for this project and looking to determine the best course of action to progress dialog with the adjoining owners for when the time comes that remediation will be required.

End.

NOMINATION OF CANDIDATE FOR ELECTION AS A MEMBER OF THE STRATA COMMITTEE

Clause 5 of Schedule 1 of the *Strata Schemes Management Act 2015*

To : The Owners - Strata Plan

Address

As Owner of Lot in Strata Scheme I/We nominate the below name person as a candidate for election as a member of the Strata Committee at the General Meeting of The Owners - Strata Plan No.

Nominee:

Nominee's Consent: I, the abovenamed nominee, confirm that I consent to being nominated as a candidate for election as a member of the Strata Committee as set out in this notice.

.....
Nominee's Signature

Date of this Notice:

Individual Lot Owner:
Signature

.....

Owner

Company Lot Owner

Executed for and on behalf of the Owner named above pursuant to Section 127 of the Corporations Act 2001 by the persons named below:

.....
Signature of Director/Secretary

.....
Signature of Director

.....
Name of Director/Secretary

.....
Name of Director

Notes:

1. Call for Nominations for Members of the Strata Committee

The Owners Corporation calls for nominations for members of the Strata Committee in accordance with the requirements of the Strata Schemes Management Act 2015.

Relevant provisions of the Strata Schemes Management Act 2015 and Strata Schemes Management Regulation 2016 include as follows:

Clause 5 of Schedule 1 of the Strata Schemes Management Act 2015

5 Nomination of Candidates for Election Prior to Meeting

- (1) The written notice of an Annual General Meeting is to include a call for nominations for members of the Strata Committee at least seven (7) days before the Annual General Meeting of an Owners Corporation.
- (2) Any Owner, or person entitled to vote at a general meeting of an Owners Corporation, may nominate a person for election as a member of the Strata Committee.
- (3) The nomination is to be made by written notice given to the Secretary of the Owners Corporation or, in the case of the First Annual General Meeting, to the convenor of the meeting, that states the name of:
 - (a) the person nominated; and
 - (b) the person making the nomination and that the person nominated consents to the nomination.
- (4) The Secretary must include the nomination in the notice of the meeting at which the election is to take place. Notice of any subsequent nomination is to be given by the Secretary at the meeting.
- (5) A nomination may be made at any time before the election is held and may be made at the meeting.
- (6) An Owner or person may make a nomination even if the Owner or person cannot vote because the Owner is an unfinancial Owner.

Section 30 of the Strata Schemes Management Act 2015

30 Members of the Strata Committee

- (1) The Strata Committee of an Owners Committee is to consist of the number of persons determined by the Owners Corporation (not being more than nine (9)).
- (2) The Strata Committee of a large Strata Scheme must consist of at least three (3) members.
- (3) A Strata Committee for the Strata Scheme comprising of two (2) Lots is to consist of the following persons:
 - a) the owner of each lot who is a sole owner or the company nominee of a lot if the sole owner is a corporation;
 - b) for each lot that is owned by co-owners, the co-owner nominated by the other co-owners or (if the co-owner nominated is a corporation) the company nominee of that co-owner, or if there is no such nomination, the co-owner first named on the Strata Roll.
- (4) The elected members of a Strata Committee must be elected at each Annual General Meeting of the Owners Corporation.
- (5) Nomination for election as a member of a Strata Committee (other than a tenant representative) may be made before or at the meeting at which the election is held.
- (6) The regulations may provide for the procedures for nomination of members of the Strata Committee.

Section 31 of the Strata Schemes Management Act 2015:

31 Persons Who are Eligible to be Appointed or Elected to a Strata Committee

- (1) The following persons are eligible for appointment or election to the Strata Committee of an Owners Corporation:
 - (a) an individual who is a sole Owner of a Lot in the Strata Scheme;
 - (b) a company nominee of a corporation that has a sole Owner of a Lot in the Strata Scheme;
 - (c) an individual who is a co-owner of the Lot or a company nominee of a corporation that is a co-owner of a Lot in the Strata Scheme, if the person 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.

- (d) an individual who is not an Owner of a Lot in the Strata Scheme, if the person is nominated for election by and Owner of a Lot who is not a member, or is not seeking election as a member, of the Strata Committee.
- (2) 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.
- (3) A 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).
- (4) 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).
- (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.

Section 32 of the Strata Schemes Management Act 2015:

32 Persons Who are Not Eligible to be Appointed or Elected to a Strata Committee

- (1) The following persons are not eligible for appointment or election to a Strata Committee or to act as members of a Strata Committee unless they are also the Owners of Lots in the Strata Scheme:
 - a) the building manager for the Strata Plan;
 - b) a person who acts as an agent for the leasing of a lot or lots in the Strata Scheme to tenants;
 - c) 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;
 - d) any other person prescribed by the regulations for the purposes of this section.
- (2) An Owner of a Lot in a Strata Scheme who was an unfinancial Owner at the date notice was given of the meeting at which the election of the Strata Committee is to be held and who did not pay the amounts owing by the Owner before the meeting is not eligible for appointment or election to the Strata Committee.
- (3) A person who becomes ineligible for appointment or election to a Strata Committee after being appointed or elected to the Strata Committee must disclose that fact to the Secretary or Chairperson of the Owners Corporation as soon as possible after becoming aware of that fact.
- (4) A disclosure by a person under this Section, that than a disclosure that is made at a meeting of an Owners Corporation or Strata Committee, is to be made by written notice given to the Secretary or Chairperson.

Strata Schemes Management Regulation 2016

9 Election of Strata Committee

- (1) At a meeting of an Owners Corporation at which the Strata Committee is to be elected, the Chairperson must:
 - (a) announce the names of the candidates already nominated in writing for election to the Strata Committee; and
 - (b) call for any oral nominations of candidates eligible for election to the Strata Committee.
- (2) A written or oral nomination made for the purposes of the election is ineffective if it is made by a person other than the nominee unless it is supported by the consent of the nominee given:
 - (a) in writing, if the nominee is not present at the meeting; or
 - (b) orally, if the nominee is present at the meeting.
- (3) After the Chairperson declares that nominations have closed, the Owners Corporation is to decide, in accordance with the Act, the number of members of the Strata Committee.
- (4) If the number of candidates:
 - (a) is the same as, or fewer than, the number of members of the Strata Committee decided on - those candidates are to be declared by the Chairperson to be, and are taken to have been, elected as the Strata Committee; or
 - (b) is greater than the number so decided on - a ballot is to be held.

2. Priority Votes (Required by Clause 8(1)(e) of Schedule 1 of the Strata Schemes Management Act 2015)

Priority Votes - A vote by an Owner does not count if a priority vote is cast for the Lot in relation to the same matter. A "priority vote" is defined in Clause 24 of Schedule 1 of the Strata Schemes Management Act 2015. It essentially means an Owner's vote does not count if a vote is cast on the same motion by:

- The mortgagee shown on the Strata Roll for the Lot;
- The covenant charge shown on the Strata Roll for the Lot; or
- In the case of multiple mortgagees or covenant charges, the priority mortgage or charge on the Strata Roll for the Lot, but only applies to limited classes of motions, and only if prescribed conditions are met.

3. Voting by Unfinancial Owners, Mortgagees or Covenant Chargees (Required by Clause 8(1)(f) of Schedule 2 of the Strata Schemes Management Act 2015)

An unfinancial Owner, Mortgagee or Covenant Chargee cannot vote at a meeting on a motion (other than a motion requiring a unanimous resolution) unless payment has been made before the meeting of all contributions levied on the Owner, and any other amounts recoverable from the Owner in relation to the Lot.

Clause 23(8) of Schedule 1 of the Strata Schemes Management Act 2015 provides:

23(8) Voting Rights Cannot Be Exercised if Contributions Not Paid

A vote at a general meeting (other than a vote on a motion requiring a unanimous resolution) by an owner of a lot or a person

with a priority vote in respect of the lot does not count if the owner of the lot was an unfinancial owner at the date notice of

meeting was given and did not pay the amounts owing before the meeting.

Please Note:

- (1) Cheques will be accepted on the basis that they are subject to clearance and on the basis that payment will not be considered made until the cheque clears.
- (2) Votes will not be counted, where there is an arrears if the relevant Owner has provided a cheque for the arrears and the cheque has not cleared prior to the commencement of the meeting.

4. Voting - (Required by Clause 8(1)(g) of the Strata Schemes Management Act 2015)

Voting or other rights may be exercised in person (if the addressee is an individual) or by a company nominee (if the addressee is a corporation), or by a proxy appointed by the addressee.

Proxy Delivery: The instrument is ineffective unless it contains the date on which it was made and is given to the Secretary of the

Owners Corporation:

- (a) at least 24 hours before the first meeting in relation to which the instrument is to operate (in the case of a large corporation); or
- (b) at or before the first meeting in relation to which the instrument is to operate (in any other case).

5. Quorum - Clause 17, Schedule 1 - (Required by Clause 8(1)(h) of Schedule 1 of the Strata Schemes Management Act 2015)

17 Quorum

- (1) Quorum Required for Motion or Election - A motion submitted at a meeting must be considered, and an election must not be held at a meeting, unless there is a quorum present to consider and vote on the motion or on the election.
- (2) When Quorum Exists - A quorum is present at a meeting only in the following circumstances:
 - (a) if not less than one quarter of the persons entitled to vote on the motion or election are present either personally or by duly appointed proxy;
 - (b) 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 election;
 - (c) if there are two (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 two (2) persons.
- (3) 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 for the purposes of determining whether there is a quorum.

- (4) 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 must:
 - (a) adjourn the meeting for at least seven (7) days; or
 - (b) 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.
- (5) Quorum for Adjourned Meeting - If a quorum is not present within the next half hour after the time fixed for the adjourned meeting, the person 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.

Form 1 - Proxy Appointment
Strata Schemes Management Act 2015

Date

I/We the owners of lot in Strata Plan No.
appoint of as my/our proxy for the
purposes of meetings of the Owners Corporation (including adjournments of meetings).

I/We appoint of as my/our proxy for
the purposes of meetings of the Owners Corporation (including adjournments of meetings) if the appointed
proxy already holds the maximum number of proxies that may be accepted.

Period or number of meetings for which appointment of proxy has effect for *1 meeting/*..... meetings/*1
month/..... months/*12 months or 2 consecutive Annual General Meetings. [*Tick or tick and complete
whichever applies].

**Note :The appointment cannot have effect for more than 12 months or 2 consecutive Annual General
Meetings, whichever is the greater.**

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.]

.....
.....

Delete paragraph 1 or 2, whichever does not apply.

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:

.....
.....

Delete paragraph 3 if proxy is not authorised to vote on this matter. For example, read note 1 below.

4. 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

.....

Notes on Appointment of Proxies:

1. This form is ineffective unless it contains the date on which 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 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 form is current from the day on which it is signed until the end of the period (if any) specified on the form or the first anniversary of that day or at the end of the second Annual General Meeting held after that day (whichever occurs first).
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 a 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.

PLEASE NOTE:

- A vote by an owner does not count if a priority vote is cast for the lot in relation to the same matter.
- An unfinancial owner, mortgagee or covenant chargee cannot vote at a meeting on a motion (other than a motion requiring a unanimous resolution) unless payment has been made before the meeting of all contributions levied on the owner, and any other amounts recoverable from the owner, in relation to the lot.
- Voting or other rights may be exercised in person (if the addressee is an individual) or by a company nominee (if the addressee is a corporation), or by a proxy appointed by the addressee.

Quorum

1. Quorum required for motion or election - A motion submitted at a meeting must not be considered, and an election must not be held at a meeting, unless there is a quorum present to consider and vote on the motion or on the election.
2. When quorum exists - A quorum is present at a meeting only in the following circumstance:
 - a) if not less than one-quarter of the persons entitled to vote on the motion or election are present either personally or by duly appointed proxy.,
 - b) 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 election.
 - c) 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 sub clause would be less than 2 persons.
3. 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.
4. 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 must:
 - a) adjourn the meeting for at least seven (7) days, or
 - b) 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.
5. 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.

MINUTES OF THE ANNUAL GENERAL MEETING OF THE OWNERS - STRATA PLAN NO. 90847 (132 ALISON ROAD, RANDWICK), HELD ONLINE VIA ZOOM MEETING ID 88548602723 ON MONDAY 23 MAY 2022 OPENED AT 7:30 PM.

PRESENT: A Aleksandra (Lot 1), Y Nehme (Lot 2), G Lombardo (Lot 3), R Lemon & S Ruz (Lot 5), ABerkovich (Lot 13), J Purchase (Lot 14) & A Cvetko (lot 15).

IN ATTENDANCE: S Martel from First Strata Pty Ltd.

CHAIRPERSON: S Martel from First Strata Pty Ltd chaired the Meeting.

1 MINUTES

Resolved that the minutes of the last general meeting be adopted as a true and accurate account of the proceedings of that meeting.

2 KEY FINANCIAL INFORMATION (2020-2021)

Resolved that the attached statements of key financial information for the Administrative Fund, the Capital Works Fund and any other fund prepared by the Owners Corporation together with the relevant auditor's report, if required, be adopted.

3 AUDITOR

Resolved that an auditor be appointed.

4 LEVY CONTRIBUTIONS

Resolved that

a) in accordance with Section 79(2) and 81 of the *Strata Schemes Management Act 2015*, the Owners Corporation estimates that in respect of the period from 1 November 2021 to 31 October 2022 it will need to credit to its Administrative and Capital Works Funds for actual and expected expenditure referred to in those subsections the amounts set out in the budget that was attached to the notice of the meeting at which this resolution was passed; and

b) in accordance with Section 81 of the Act, the Owners Corporation determines that the following amounts are to be levied to raise the estimated contributions:

Administrative Fund, the sum of \$40,000.00

Capital Works Fund, the sum of \$32,240.00

c) those amounts are to be paid by regular equal periodic instalments on the first days of 1 March (already invoiced), 1 June (already invoiced), 1 September, 1 December 2022.

d) the Treasurer is authorised to levy those contributions by written notice on each person liable to pay them.

1.3.22 - Administrative Fund \$10,000.00 Capital Works Fund \$8,060.00 (already invoiced)
1.6.22 - Administrative Fund \$10,000.00 Capital Works Fund \$8,060.00 (already invoiced)
1.11.22 - Administrative Fund \$10,000.00 Capital Works Fund \$8,060.00
1.2.23 - Administrative Fund \$10,000.00 Capital Works Fund \$8,060.00

5 CAPITAL WORKS FUND

That the Owners Corporation do the following:

a) Review the current Capital Works Fund Analysis report; and

b) Engage a suitably qualified consultant to review, carry out and/or assess the capital upgrade and maintenance requirements of the building for the next ten (10) years or an updated report each five (5) years, and provide the Capital Works Fund Analysis report; and

c) To submit that report to the Strata Committee to determine what action is required, if any; and

d) To delegate to the Strata Manager, the function pursuant to the Agency Agreement, additional duties schedule to undertake the seeking of quotations and engaging the contractor to prepare the report and any ancillary work approved by the Strata Committee.

THIS MOTION WAS DEFEATED

6 LEVY COLLECTION

Resolved that the Owners Corporation resolve for the purpose of collecting Levy Contributions to authorise the Strata Managing Agent and/or the Strata Committee to do all things necessary to commence and maintain debt recovery proceedings for collecting outstanding Levy Contributions.

7 STRATA COMMITTEE

Resolved that nominations be received for the election of the Strata Committee members and the Owners Corporation determine the number of persons to be elected to the Strata Committee at seven (7) as follows:

A Anackov	Lot 1	Member	Self-nominated
Y Nehme	Lot 2	Member	Self-nominated
G Lombrdo	Lot 3	Member	Self-nominated
S Ruz	Lot 5	Member	Self-nominated
A Berkovich	Lot 13	Member	Self-nominated
J Purchas	Lot 14	Member	Self-nominated
A Cvetko	Lot 15	Member	Self-nominated

8 RESTRICTED MATTERS

Resolved that there be no limitations placed on the decision-making powers of the Strata Committee for the coming year.

9 ANNUAL FIRE SAFETY STATEMENT

Resolved that the Owners Corporation has appointed Civil Fire Design to carry out the Annual Fire Safety Statement and that First Strata Pty Ltd be authorised to sign and execute the Annual Fire Safety Statement on behalf of the Owners Corporation.

10 INSURANCE

Resolved that the Owners Corporation insurances as listed in the Annexures to the Agenda of the meeting be confirmed.

11 ADDITIONAL INSURANCE

Resolved that no additional insurances are required.

12 INSURANCE VALUATION

That the Owners Corporation by ordinary resolution to value the building's damage insurance amount for replacement and reinstatement as now required under Section 161 of the Strata Schemes Management Act 2015.

THIS MOTION WAS DEFEATED

13 COMMISSIONS

Resolved that the report submitted by the Strata Managing Agent on commissions received in the past 12 months and estimate of commissions and training services to be received in the next 12 months be approved and accepted.

14 ROOF

The Owners Corporation discussed the report from APT Roofing in relation to the common property roof and leaks above unit 15. **Resolved that** the Managing Agent to arrange for the roof above unit 15 to be patch repaired. **Further Resolved that** further quotations be obtained for full replacement of the roof to be considered and budgeted for in the future with the Managing Agent to obtain one further quotation and unit 5 provided an undertaking to obtain 2 additional quotations.

15 LOT 7 PLUMBING REPAIRS

The Owners Corporation discussed the report from quotations and costings received from Jett Spec Plumbing. Given that unit 7 currently has loss of their plumbing drainage from their bathroom vanity, it was **Resolved that** the Owners Corporation approve the quotation from Flush-it Plumbing to renew the section of line for unit 2 and unit 7. **Further Resolved that** quotations be sort for a holistic approach to complete the renewal of all the remaining cast-iron plumbing on the external of the building.

16 BUILDING REPAIRS

The Owners Corporation discussed s required building repairs generally, including the following submitted by Lot 13: *water leak in our sunny room below the window, where mould started to grow, and water leaks in our garage.* Further, Lot 4 advised of leaking windows. It was **Resolved that:**

- 1) The Managing Agent to arrange for an inspection and quotation for unit 13 leaking sun room below the window (Remedial Builder).
- 2) The Managing Agent to arrange for an inspection and quotation for installing a membrane to the rear garage roof, internal spalling repairs and any membrane system that can be installed to the outer wall adjoining 130 Alison Road.
- 3) The Managing Agent to arrange for a carpenter to inspect unit 2 leaking windows.
- 4) The Managing Agent to arrange for the roofing contractor who is completing the patch repairs to the roof above unit 15 to repair the leaking gutter joint outside unit 15.

Matters Arising:

- 1) The Owner of Lot 4 addressed the meeting in relation to their proposal to install sub-floor ventilation in the common property void below their unit. It was agreed that a fee proposal be obtained for drafting a By-Law for the entire building and submitted to the Strata Committee for their review and consideration.

MEETING CLOSE: There being no further business, the Chairperson declared the meeting closed at 8.50 pm



.....
CHAIRPERSON

ANNUAL FINANCIAL STATEMENTS

For the period 1 November 2021 to 31 October 2022

Prepared For

Rothesay

Strata Plan 90847

132 Alison Road
Randwick
New South Wales 2031

Manager

Scott Martel
First Strata Pty Ltd Office Acc

Printed

24 January 2023

Balance Sheet

Administrative & Capital Works Fund

Owners Corporation for Plan No. 90847

As at 31st October 2022

132 Alison Road Randwick New South Wales 2031

ABN/ACN 37244742409

Assets

2022

Cash		93,672.79
Levies in Arrears	Note 7	5,377.36
Total Assets		\$ 99,050.15

Liabilities

Levies in Advance	Note 8	2,999.96
Accounts Payable Liability	Note 9	96.26
Total Liabilities		\$ 3,096.22

Net Assets **\$ 95,953.93**

Equity

Administrative Fund	32,855.14
Capital Works Fund	63,098.79
Total Equity	\$ 95,953.93

Income and Expenditure Statement

Administrative Fund

Owners Corporation for Plan No. 90847

1 November 2021 to 31 October 2022

132 Alison Road Randwick New South Wales 2031

ABN/ACN 37244742409

Income

Bank Fees & Charges - DEFT fees	6.10
Levy Fees - normal	30,064.01
Levy Fees - other	10,275.00
Mutual Revenue - penalty interest	55.13

Total Administrative Fund Income	40,400.24
---	------------------

Expenditure

Administrative Fees & Charges - document fees	572.00
Bank Fees & Charges - DEFT fees	51.70
Bank Fees & Charges - account keeping fees	12.40
Cleaning Service	7,113.35
Committee Expenses - subscriptions	251.30
Door & Window Maintenance	264.00
Doors and Windows	313.50
Electrical Repairs	530.75
Fire Protection Services	1,855.04
Fire Protection Services - annual audit fees	95.00
Fire Protection Services - compliance certification	220.00
Garden/Lawn Maintenance	71.50
Insurance Premiums	10,646.55
Legal Services	373.97
Lighting	113.04
Owners Corporation Manager - disbursements	577.56
Owners Corporation Manager - management fees	3,630.00
Owners Corporation Manager - schedule B fees	770.00
Pest Control Services	803.00
Plumbing	4,994.00
Water - charges	4,271.06

Total Administrative Fund Expenditure	37,529.72
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Surplus / Deficit for period	2,870.52
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Income and Expenditure Statement (continued)**Administrative Fund****Owners Corporation for Plan No. 90847****1 November 2021 to 31 October 2022**

132 Alison Road Randwick New South Wales 2031

ABN/ACN 37244742409

Summary

Opening Balance as at 1 November 2021	29,984.62
Total Revenue during period	40,400.24
Total Expenditure during period	(37,529.72)
Administrative Fund balance as at 31 October 2022	\$ 32,855.14

Income and Expenditure Statement

Capital Works Fund

Owners Corporation for Plan No. 90847

1 November 2021 to 31 October 2022

132 Alison Road Randwick New South Wales 2031

ABN/ACN 37244742409

Income

Levy Fees - normal	24,180.00
Levy Fees - other	8,060.00
Mutual Revenue - penalty interest	59.42
Total Capital Works Fund Income	32,299.42

Expenditure

Doors and Windows	892.10
Electrical Repairs	1,163.25
Fire Protection Services	1,078.00
Plumbing Maintenance	6,985.00
Total Capital Works Fund Expenditure	10,118.35

Surplus / Deficit for period **22,181.07**

Summary

Opening Balance as at 1 November 2021	40,917.72
Total Revenue during period	32,299.42
Total Expenditure during period	(10,118.35)
Capital Works Fund balance as at 31 October 2022	\$ 63,098.79

Notes To Financial Statements

Owners Corporation for Plan No. 90847

132 Alison Road Randwick New South Wales 2031

ABN/ACN 37244742409

Note 1 Summary of Accounting Policies

This special purpose financial report has been prepared for distribution to owners to fulfill the owners corporation's financial reporting requirements. The accounting policies used in the preparation of this report, as described below, are in the opinion of the owners corporation manager appropriate to meet the needs of owners. (a) The financial report has been prepared on the Accrual basis of accounting including the historical cost convention and the going concern assumption. (b) The requirements of Accounting Standards and other professional reporting requirements in Australia do not have mandatory applicability to the body corporate because it is not a "reporting entity" as defined in those Standards.

Note 2 Levies in Arrears, in Advance, not Due and payments unidentified

Any items shown as "Levies in Arrears" and "Levies in Advance" in the Balance Sheet represent the position of all levies in arrears or advance, as the case may be, as at the balance date. Any items shown as "Levies not Due" in the Balance Sheet represent levies which have a due date after the balance date. Any items shown as "Levy payments unidentified" in the Balance Sheet represent levy payments that have been received, however could not be identified and therefore allocated to a unit correctly, these funds are held as a liability until they can be correctly allocated. Any other charges against unit owners in arrears or payments in advance appear as liabilities and assets, as the case may be, elsewhere in the Balance Sheet.

Note 3 Unallocated Monies Received

Any items shown as "Unallocated Monies Received" in the Balance Sheet represents amounts received for levies and/or items not yet billed and are recognised as revenue on the day the levy and/or invoice is billed.

Note 4 Income Tax

Assessable income such as interest, dividends and other investment income derived by the Owners Corporation, is taxable at the current company tax rate of 30%. Assessable income received by the Owners Corporation in respect of common property, other than as stated above, is taxable in the hands of individual owners as determined by Tax Ruling 2015/3.

Note 5 Depreciation

Common property, including assets fixed to it, is not beneficially owned by the owners corporation and is therefore not depreciable. Non-fixed assets that are purchased by the owners corporation are beneficially owned by it, but the purchase cost is expensed upon acquisition and not depreciated.

Note 6 Unearned Revenue

Any items shown as "Unearned Revenue" in the Balance Sheet represents money received for a service or product that has yet to be fulfilled. For example, pre-payment on a lease agreement. The revenue is a liability until it has been 'earned' by the owners corporation.

Note 7 Levies in Arrears - also see note 2

Detail	Amount
Lot: 7 Unit: 7	888.81
Lot: 9 Unit: 9	1648.93
Lot: 10 Unit: 10	2839.62
	\$ 5,377.36

Note 8 Levies in Advance - also see note 2

Detail	Amount
Lot: 2 Unit: 2	866.88
Lot: 6 Unit: 6	1264.20
Lot: 12 Unit: 12	866.88
Lot: 14 Unit: 14	2.00
	\$ 2,999.96

Note 9 Accounts Payable Liability

Detail	Amount
First Strata Pty Ltd Office Acc Fixed Disbursements	48.13
First Strata Pty Ltd Office Acc Fixed Disbursements	48.13
	\$ 96.26

These notes (other than notes added by the owners corporation manager) are the subject of copyright and are generated by the software program "Strataware", developed by Mystrata Pty Ltd (www.mystrata.com). These notes explain how the accounts were prepared, what specific policies/rulings apply and further clarify the figures in the financial statement. The form of accounts produced by Strataware has been settled by a prominent national firm of Chartered Accountants. The accuracy of data used to generate the accounts is the responsibility of the software user.

Insurance Report

Owners Corporation for Plan No. 90847

Policy number : tba

132 Alison Road Randwick New South Wales 2031

Insurance Policy Details

Policy Number: tba
Period of Insurance: 5 December 2022 to 5 December 2023
Insurance Company: Axis Underwriting
Broker (if any): Honan Insurance group
Amount of Premium: \$ 7,955.89
Paid Date: 7 December 2022

Policy Type	Amount of cover	Excess
Property, Death and Injury (Public Liability)	20,000,000.00	1,000.00
Floating Floors	inc	1,000.00
Paint	inc	1,000.00
Workplace Health & Safety - Breaches	100,000.00	1,000.00
Government Audit Costs	25,000.00	1,000.00
Legal Defense Expenses	50,000.00	1,000.00
Voluntary Workers Insurance	200,000.00	1,000.00
Fidelity Guarantee Insurance	100,000.00	1,000.00
Office Bearers Liability Insurance	5,000,000.00	1,000.00
Building Catastrophe	15%	1,000.00
Lot Owner's Fixtures and Improvements	300,000.00	1,000.00
Building Catastrophe - Loss of Rent/Temp Accom	948,390.00	1,000.00
Common Area Contents	63,226.00	1,000.00
Damage (i.e. Building) Policy	6,322,600.00	1,000.00

Note

earthquake excess \$1250

Draft Motion

That the Owners Corporation Strata Plan 90847 SPECIALLY RESOLVES pursuant to section 108 of the Strata Schemes Management Act 2015 that the owners of Lot 1, 2, 3, 4 & 5 be authorised to add to and alter the common property by carrying out the works described under Works in By-Law 30, the terms and condition of which are set out in Annexure A attached.

That the Owners Corporation Strata Plan 90847 SPECIALLY RESOLVES pursuant to section 141 of the Strata Schemes Management Act 2015 to change the by-laws of the strata scheme by making a common property rights by-law in the terms and conditions of which are set out in By-Law 30 Annexure A, having received the consent in writing of the owner of Lot 1, 2, 3, 4 & 5 under section 143 of the Act.

Further to the Special Resolution of the above motion, that the Owners Corporation Strata Plan 90847 RESOLVES that the common seal of the Owners Corporation be affixed to the notification of the by-law by First Strata Pty Ltd in accordance with Section 273 of the Strata Schemes Management Act 2015 and the notification of the By-Law be lodged for registration at the Registrar-General's Office.

Explanatory note: This motion authorises the owners of Lot 1, 2, 3, 4 & 5 undertake alterations to the common property and associated works as described in By-Law 30 (Annexure A) and that the Owners Corporation consent to the making of the additional By-Law as set out in Annexure A and that the By-Law be registered against the Owners Corporation's Certificate of Title at the Registrar-General's Office.

Annexure 'A'

By-Law 30

Strata Plan 90847

Cover Page

To be replaced with Change of By-Laws form 15CB when By-Law is lodged for registration

By-Law 30:

By-law to authorise the owners of Lot 1, 2, 3, 4 & 5 to add to, alter and erect new structures on the common property and exclusive use:

PART 1

DEFINITIONS & INTERPRETATION

1.1 In this by-law:

- (a) **Authority** means any relevant government, semi government, statutory, public or other authority having any jurisdiction over the Lot.
- (b) **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*, which if permissible by the insurer must note the Owners Corporation as an interested party; and
 - (iii) workers compensation insurance as required by law.
- (c) **Lot** means lot 1, 2, 3, 4 & 5 in strata scheme 90847.
- (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. 90847.
- (f) **Works** means the following:
 - (i) supply and install subfloor ventilation fan to common property subfloor airspace directly underneath the lot;
 - (ii) installation of air vent to the external perimeter of the common property subfloor;
 - (iii) all associated wiring and connections required for the installation of the works.
- (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:

- (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 is authorised to add to, alter and erect new structures on the common property to carry out the Works.
- 2.2 The Owner has the exclusive use and special privilege of the Exclusive Use Area.

PART 3

CONDITIONS

PART 3.1

Before commencement

- 3.1 Before commencement of the Works the Owner must:
- (a) obtain all necessary approvals from any Authorities and provide a copy to the Owners Corporation;
 - (b) effect and maintain Insurance for the duration of the Works being carried out, and provide a copy to the Owners Corporation;
 - (c) ensure that this by-law is registered in accordance with section 141 of the *Strata Schemes Management Act 2015* at the Registrar-General's Office; and

PART 3.2

During construction

- 3.2 Whilst the Works are in progress the Owner 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 Building Code of Australia and the Australian Standards and the law;
 - (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 2 weeks 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) 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;
 - (h) keep all affected areas of the common property outside the Lot clean and tidy, and removing all debris;
 - (i) ensure all electrical connections associated with the Works are connect to the Lot power circuit and not the house power circuit;

- (j) ensure all Works are in keeping with the existing appearance of the building and common property;
- (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 must rectify that interference or damage within a reasonable period of time; and
- (l) not vary the Works without first obtaining the consent in writing from the Owners Corporation.

PART 3.3

After construction

- 3.3 After the Works have been completed the Owner 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 have been rectified;
 - (c) provide the Owners Corporation with a copy of any certificate or certification required by an Authority to certify the Works;

PART 3.4

Enduring rights and obligations

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

PART 3.5

- 3.5 Registration of By-Law:
- (a) the Owners Corporation will be responsible for all reasonable costs associated with registration of this by-law.

END.



NATIONAL BUILDING MAINTENANCE REMEDIAL BUILDERS

Specialising in Design and Construct for Façade Restorations, Concrete Repair,
Waterproofing, inclusive of all Building
Maintenance

Builders Lic. No. 114581C

16th January 2023

QUOTATION NO: 31483-R1

First Strata Pty Ltd
PO Box 373
RANDWICK NSW 2031

ATTENTION: Scott Martel

QUOTE REQUEST: JOB-00001005

RE: Strata Plan 90847 - Rothesay
132 Alison Road RANDWICK NSW 2031

SUBJECT: 1) GARAGE WATER LEAKAGE & SPALLED/DEFECTIVE CONCRETE
2) UNIT 13 WATER LEAKAGE

INSPECTION: 7th December 2022 in attendance with Alexander Berkovich unit 13

A. OBSERVATIONS

GARAGE

Due to age the concrete is now very permeable however there is no visible evidence of spalled/defective concrete and the roof slab and requires minor repair.

Internally the soffit has spalled in various locations.

Alexander advised the western wall (right hand side from front) leaks during heavy rain.

NBM have been asked to provide a quotation to carry out remedial works to rectify the Defect only.

B. NBM RECOMMENDED SCOPE OF WORKS AND METHOD STATEMENT

- Pressure water clean roof, bands, accessible walls and garage lintel
- Hammer tap test roof and bands to identify hollow sounding / drummy concrete
- DITTO to roof soffit
- Repair spalled/defective concrete **as per the attached specification**
- Install high strength mortar coving on the garage floor to western wall junction
- Install drainage outlets at laneway end of the western wall
- Pressure water clean wall and coat with 2 applications of CR258 negative waterproofing system
- Prime roof with D41 bitumen primer
- Supply a first layer of WPM150 torch on membrane fully bonded to the substrate with 100mm overlaps
- Supply a second layer of WPM185 mineral finish torch on membrane fully bonded to the first layer with 100mm overlaps – **Refer attached photo showing membrane finish**
- Prime and coat roof band with 2 applications of PU65 polyurethane membrane
- Supply and install Colorbond barge flashing
- Repair garage lintel and replace rotted door frame
- Prepare and paint entire door frame

National Building Maintenance (Remedial Builders) A.B.N 62 088 605 145

Member of the Gempave Group

NSW Licence No. 114581C MBA NSW Member No. 1854640

Unit 8/15 Meadow Way Banksmeadow NSW 2019

Tel: 02 9666 7914

Fax: 02 9316 8518

Email: reception@nbmsolutions.com.au



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UNIT 13

2 Windows leaking due to their dilapidated condition.

NBM RECOMMEND SCOPE OF WORKS AND METHOD STATEMENT

- Supply and erect scaffold in compliance with WH&S

1. LOUVRE WINDOW

- Repairs by owner technician via ladder access

2. DOUBLE HUNG WINDOW

Alexander advised there is water leakage from the adjacent vent pipe.

- Repairs by owner's technician via ladder access

NBM advises that the Recommended Scope of Work and Method Statement set out in Section B above ought to be carried out in order to properly remediate the Defect in accordance with the relevant Australian Standards, Building Codes of Australia and having regard to s 18B of the *Home Building Act 1989* (NSW) (**Act**) (collectively, "**the Standards**").

COSTING – SECTION B

NBM Remedial will carry out all works as specified for **\$37,100.00 + GST**

Cost includes an allowance of 70 litres for spalling repairs, any additional repairs if required will be charged at \$97.20 + GST per litre.

C. PAYMENT TERMS

35% on ordering of windows and commencement on site

Balance on completion

D. SITE REQUIREMENTS

Owners to supply standard 240-volt power, toilet facilities, security access, and water.

E. INSURANCES

Public Liability Policy No.

13OU476468BPK

Workers Compensation Policy No.

123914101

Contractors All Risk Policy No.

CWAP001139

Membership Master Builders Association of NSW

Membership No.1854640

Trades Monitor Assessment & Compliance

Certificate No. 3710

NOTE: Compulsory Home Building Compensation Fund Insurance is required for all works in excess of \$20,000.00



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F. WARRANTY

National Building Maintenance warrants the work undertaken but excludes warranty on latent defects or pre-existing conditions that may exist. NBM has not been instructed to inspect or opine upon any other area of the building other than the Inspected Area.

We await your instruction.

Roy Wensemius
General Manager

Peter Kuzmiuk B.E (Civil)
Managing Director

Please note; no allowance for;

1. HBCF Insurance if applicable
2. Council, External Engineers, Authority fees and/or requirements if applicable
3. Items not listed

Client Acknowledgement

In accepting the terms of this Quotation, the client expressly acknowledges that:

1. NBM has recommended, prior to any works being undertaken, that the works in Section B be undertaken to rectify the Defect in accordance with the Standards;
2. Mr Peter Kuzmiuk in his capacity as a qualified structural engineer has not been engaged by the client as "relevant professional" for the purposes of s18F(1)(b) of the Act;



CAPITAL WORKS FUND PLAN

ROTHESAY

132 Alison Road

Randwick NSW 2031

Strata Plan 90847



Report details

Inspection date:	7/03/2017
Inspector:	Steven Carter

NEW SOUTH WALES

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

QUEENSLAND

18 Park Rd Milton 4064
PO Box 1584 Milton 4064

VICTORIA

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



09 March 2017

The Executive Committee
Strata Plan 90847
132 Alison Road
Randwick NSW 2031

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 only to allow contributions to increase with inflation in order to cover its forecasted capital works fund expenses. We strongly recommend that the levies be set at the level recommended in this report.

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

Key Report Data Levies Summary – First Financial Year

Levy Per Unit Entitlement (Total capital works fund levy divided by unit entitlements)	\$28.50
Total Unit Entitlements	1000
Total Capital Works Fund Levy	\$28,500.00

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

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

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

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

Yours sincerely,



The Team at Solutions in Engineering

Building Details & Report Inputs

Supplied information

Building Name	Rothesay
Building Address	132 Alison Road Randwick NSW 2031
Strata Plan (SP) No	90847
Plan Type	Strata Plan
Registered Plan Date/Year of Construction	2015
Number of Unit Entitlements	1000
Number of Units	15
Estimated Starting Capital Works Fund Balance	\$3,000
Starting date of Financial Year for Report	1/11/2016
GST Status	Not Registered for GST
Current Capital Works Fund Levy per Lot Entitlement	\$28.50

Report assumptions & information

Assumed Interest Rate on invested funds (For funds over \$10,000)	2.20%
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.	1.54%
Contingency Allowance - For minor and/or unforeseen expenses	12%
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
1	31/10/2017	28,500.00	28.50	7.13
2	31/10/2018	29,383.50	29.38	7.35
3	31/10/2019	30,294.39	30.29	7.57
4	31/10/2020	31,233.52	31.23	7.81
5	31/10/2021	32,201.76	32.20	8.05
6	31/10/2022	33,200.01	33.20	8.30
7	31/10/2023	34,229.21	34.23	8.56
8	31/10/2024	35,290.32	35.29	8.82
9	31/10/2025	36,384.32	36.38	9.10
10	31/10/2026	37,512.23	37.51	9.38
11	31/10/2027	38,675.11	38.68	9.67
12	31/10/2028	39,874.04	39.87	9.97
13	31/10/2029	41,110.14	41.11	10.28
14	31/10/2030	42,384.55	42.38	10.60
15	31/10/2031	43,698.47	43.70	10.93

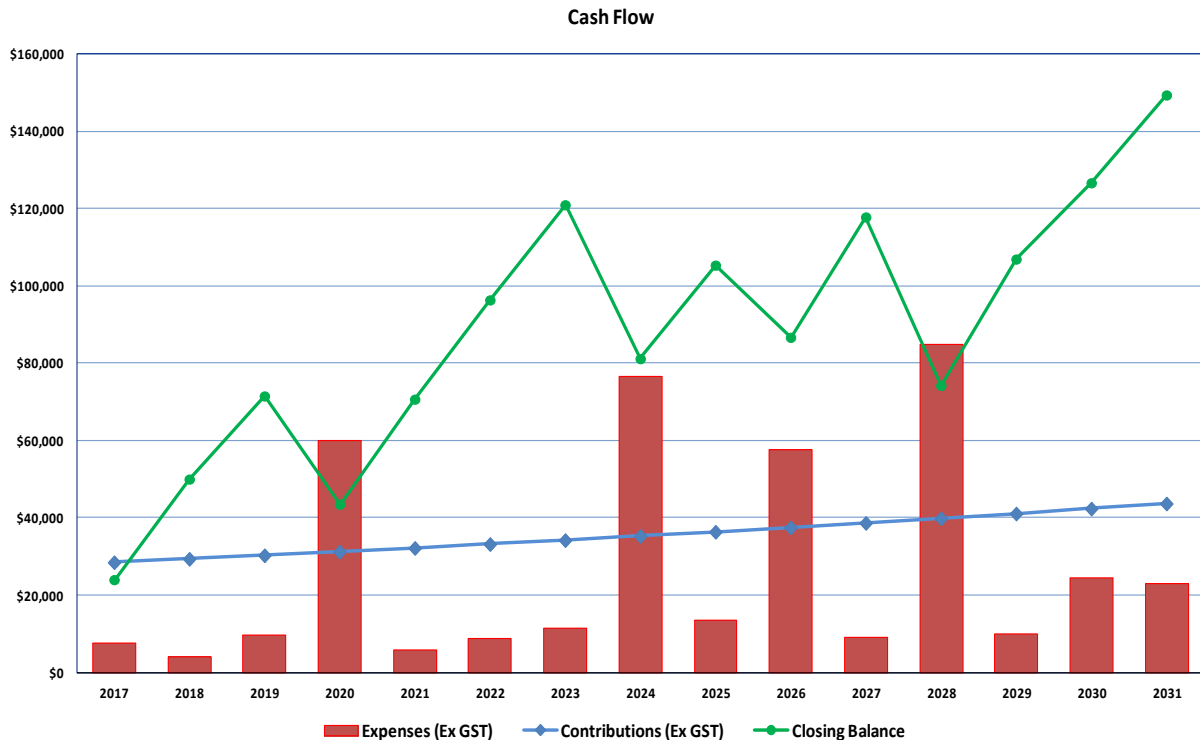
15 Year Cash Flow Tracking Sheet

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	31/10/2017	3,000.00	28,500.00	206.28	7,711.00	23,995.28
2	31/10/2018	23,995.28	29,383.50	565.54	3,927.00	50,017.32
3	31/10/2019	50,017.32	30,294.39	928.73	9,715.00	71,525.44
4	31/10/2020	71,525.44	31,233.52	879.09	60,117.00	43,521.05
5	31/10/2021	43,521.05	32,201.76	872.81	5,892.00	70,703.62
6	31/10/2022	70,703.62	33,200.01	1,276.75	8,795.00	96,385.38
7	31/10/2023	96,385.38	34,229.21	1,661.07	11,276.00	120,999.66
8	31/10/2024	120,999.66	35,290.32	1,544.98	76,643.00	81,191.96
9	31/10/2025	81,191.96	36,384.32	1,425.68	13,615.00	105,386.96
10	31/10/2026	105,386.96	37,512.23	1,467.84	57,658.00	86,709.03
11	31/10/2027	86,709.03	38,675.11	1,563.08	9,096.00	117,851.22
12	31/10/2028	117,851.22	39,874.04	1,467.96	84,932.00	74,261.22
13	31/10/2029	74,261.22	41,110.14	1,384.79	9,790.00	106,966.15
14	31/10/2030	106,966.15	42,384.55	1,785.44	24,442.00	126,694.14
15	31/10/2031	126,694.14	43,698.47	2,109.84	23,081.00	149,421.45

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 (2017)	Year 2 (2018)	Year 3 (2019)	Year 4 (2020)	Year 5 (2021)	Year 6 (2022)	Year 7 (2023)	Year 8 (2024)	Year 9 (2025)	Year 10 (2026)	Year 11 (2027)	Year 12 (2028)	Year 13 (2029)	Year 14 (2030)	Year 15 (2031)
1. Building exterior																
Repaint building exterior plumbing pipework and fixtures	2,772	-	-	-	3,038	-	-	-	-	-	-	-	3,878	-	-	-
Repaint timber fascia and guttering	2,040	-	-	-	2,236	-	-	-	-	-	-	-	2,854	-	-	-
Repaint downpipes	1,008	-	-	-	1,105	-	-	-	-	-	-	-	1,410	-	-	-
Repaint garage door frame	176	176	-	-	-	-	-	-	-	225	-	-	-	-	-	-
Repaint garage doors - double	265	-	-	-	290	-	-	-	-	-	-	-	371	-	-	-
Repaint / re-stain door face – one side including architraves	540	-	-	-	592	-	-	-	-	-	-	-	756	-	-	-
Repaint timber / aluminium windows	6,000	-	-	-	6,575	-	-	-	-	-	-	-	8,395	-	-	-
Maintain windows, doors and hardware	600	-	-	638	-	-	699	-	-	766	-	-	839	-	-	920
Replace aluminium windows and doors	55,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Repaint arch bars	1,120	-	-	-	1,227	-	-	-	-	-	-	-	1,567	-	-	-
Repaint balcony ceilings	1,512	-	-	-	1,657	-	-	-	-	-	-	-	2,115	-	-	-
Repaint balcony doors – one side including architraves	607	-	-	-	665	-	-	-	-	-	-	-	849	-	-	-
Maintain balcony floor tiles	477	-	-	507	-	-	-	-	591	-	-	-	-	688	-	-
Maintain or replace guttering (total: 102 Lm) – 10%	861	-	-	-	-	-	-	-	1,066	-	-	-	-	-	-	-
Maintain or replace downpipes (total: 56 Lm) – 10%	233	-	-	-	-	-	-	-	289	-	-	-	-	-	-	-
Waterproof balcony / terrace floors (total: 54 m2) - 20%	7,656	-	-	-	-	-	-	-	-	-	-	-	-	-	11,386	-
Plumbing and drainage maintenance	3,583	-	-	3,809	-	-	4,174	-	-	4,574	-	-	5,013	-	-	5,494
General building maintenance	3,000	-	-	3,189	-	-	-	-	3,715	-	-	-	4,327	-	-	-
Sub Total (Incl. GST)		176	0	8,143	17,385	0	4,873	0	5,661	5,565	0	0	28,047	5,015	11,386	6,414

Expenditure Item	Current Cost	Year 1 (2017)	Year 2 (2018)	Year 3 (2019)	Year 4 (2020)	Year 5 (2021)	Year 6 (2022)	Year 7 (2023)	Year 8 (2024)	Year 9 (2025)	Year 10 (2026)	Year 11 (2027)	Year 12 (2028)	Year 13 (2029)	Year 14 (2030)	Year 15 (2031)
2. Roof																
Maintain roof tiles (total: 512 m2) - 15%	14,477	-	-	-	-	-	-	-	17,926	-	-	-	-	-	-	-
Re-bed and re-point ridge caps (total: 102 Lm) - 30%	3,160	-	-	-	-	-	-	-	3,913	-	-	-	-	-	-	-
Maintain metal roof (total: 38 m2) - 20%	4,560	-	-	-	-	-	-	-	5,646	-	-	-	-	-	-	-
Maintain garage concrete roof (total: 28 m2) - 20%	910	-	938	-	-	-	-	-	-	-	-	-	-	-	-	-
Replace metal roof	4,383	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Maintain box gutters (total: 12.5 Lm) - 20%	216	-	-	-	-	-	-	-	267	-	-	-	-	-	-	-
Replace tiled roof	132,454	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Sub Total (Incl. GST)		0	938	0	0	0	0	0	27,752	0	0	0	0	0	0	0
3. Access for work at heights																
Height allowance for painting works	3,278	-	-	-	3,592	-	-	-	-	-	-	-	4,586	-	-	-
Sub Total (Incl. GST)		0	0	0	3,592	0	0	0	0	0	0	0	4,586	0	0	0
4. Main foyer																
Repaint ceilings	2,714	-	-	-	2,974	-	-	-	-	-	-	-	3,797	-	-	-
Repaint walls	5,600	-	-	-	6,137	-	-	-	-	-	-	-	7,835	-	-	-
Repaint / re-stain door face – one side including architraves	1,379	-	-	-	1,511	-	-	-	-	-	-	-	1,929	-	-	-
Maintain front entry door	274	-	282	-	-	310	-	-	339	-	-	372	-	-	407	-
Maintain timber floors (total: 59 m2) – 10%	1,074	-	-	-	-	1,213	-	-	-	-	1,414	-	-	-	-	1,647
Replace carpet	10,980	-	-	-	-	-	-	-	-	-	14,452	-	-	-	-	-
Sub Total (Incl. GST)		0	282	0	10,622	1,523	0	0	339	0	15,866	372	13,561	0	407	1,647
5. Lobbies and hallways																
Repaint ceilings	2,304	-	-	-	2,525	-	-	-	-	-	-	-	3,224	-	-	-
Repaint walls	3,328	-	-	-	3,647	-	-	-	-	-	-	-	4,656	-	-	-
Repaint / re-stain door face – one side including architraves	1,947	-	-	-	2,134	-	-	-	-	-	-	-	2,724	-	-	-
Maintain glass and doors	500	-	-	531	-	-	582	-	-	638	-	-	700	-	-	767
Replace carpet	12,960	-	-	-	-	-	-	-	16,048	-	-	-	-	-	-	-
Sub Total (Incl. GST)		0	0	531	8,306	0	582	0	16,048	638	0	0	11,304	0	0	767
6. Stairwells																
Repaint ceilings	308	-	-	-	338	-	-	-	-	-	-	-	431	-	-	-
Repaint walls	1,536	-	-	-	1,683	-	-	-	-	-	-	-	2,149	-	-	-
Replace carpet	5,580	-	-	-	-	-	-	-	6,909	-	-	-	-	-	-	-
Repaint balustrades	1,243	-	-	-	1,362	-	-	-	-	-	-	-	1,739	-	-	-
Maintain balustrades	279	-	-	-	306	-	-	-	-	356	-	-	-	-	415	-
Sub Total (Incl. GST)		0	0	0	3,689	0	0	0	6,909	356	0	0	4,319	0	415	0

Expenditure Item	Current Cost	Year 1 (2017)	Year 2 (2018)	Year 3 (2019)	Year 4 (2020)	Year 5 (2021)	Year 6 (2022)	Year 7 (2023)	Year 8 (2024)	Year 9 (2025)	Year 10 (2026)	Year 11 (2027)	Year 12 (2028)	Year 13 (2029)	Year 14 (2030)	Year 15 (2031)
7. Driveway / Car park																
Repaint line marking	200	-	-	-	219	-	-	-	-	-	-	-	280	-	-	-
Install handrail and improve stairs to car park	2,424	2,424	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Maintain concrete surfaces - allowance	5,800	-	-	-	-	-	-	6,966	-	-	-	-	-	-	-	8,893
Sub Total (Incl. GST)		2,424	0	0	219	0	0	6,966	0	0	0	0	280	0	0	8,893
8. Fire stairs / walkways																
Repaint floors and stairs - non-slip (fire stair)	920	-	-	-	1,008	-	-	-	-	-	-	-	1,287	-	-	-
Repaint balustrades	1,373	-	-	-	1,505	-	-	-	-	-	-	-	1,921	-	-	-
Maintain balustrades (total: 28 Lm) – 10%	1,956	-	-	-	2,144	-	-	-	-	2,497	-	-	-	-	2,909	-
Sub Total (Incl. GST)		0	0	0	4,657	0	0	0	0	2,497	0	0	3,208	0	2,909	0
9. Fixtures and fittings																
Replace letterboxes	1,942	-	-	-	-	-	-	-	-	-	-	-	-	-	2,888	-
Maintain common lighting	1,425	-	1,469	-	-	1,610	-	-	1,765	-	-	1,934	-	-	2,119	-
Upgrade security system	2,428	-	-	-	-	-	-	-	-	3,100	-	-	-	-	-	-
Sub Total (Incl. GST)		0	1,469	0	0	1,610	0	0	1,765	3,100	0	1,934	0	0	5,007	0
10. Building signage																
Replace community signage including building name	800	-	-	-	-	-	-	-	-	-	1,053	-	-	-	-	-
Replace street number signage	53	-	-	-	-	-	-	-	-	-	70	-	-	-	-	-
Sub Total (Incl. GST)		0	0	0	0	0	0	0	0	0	1,123	0	0	0	0	0
11. Fence maintenance																
Maintain boundary powder coat fence (total: 55 Lm – rate 50%) - 10%	412	-	-	-	-	-	-	-	510	-	-	-	-	-	-	-
Maintain timber fence (total: 47 Lm – rate 100%) - 10%	558	-	-	-	612	-	-	-	-	-	734	-	-	-	-	-
Repair / replace front gate	350	-	-	-	-	-	408	-	-	-	-	-	-	-	521	-
Repaint metal fencing	5,915	-	-	-	-	-	-	-	-	-	-	-	8,276	-	-	-
Sub Total (Incl. GST)		0	0	0	612	0	408	0	510	0	734	0	8,276	0	521	0
12. Walls																
Maintain front brick walls	817	-	-	-	895	-	-	-	-	-	-	-	1,143	-	-	-
Sub Total (Incl. GST)		0	0	0	895	0	0	0	0	0	0	0	1,143	0	0	0

Expenditure Item	Current Cost	Year 1 (2017)	Year 2 (2018)	Year 3 (2019)	Year 4 (2020)	Year 5 (2021)	Year 6 (2022)	Year 7 (2023)	Year 8 (2024)	Year 9 (2025)	Year 10 (2026)	Year 11 (2027)	Year 12 (2028)	Year 13 (2029)	Year 14 (2030)	Year 15 (2031)
13. Landscaping																
Prune or remove trees and vegetation	2,583	-	-	-	2,831	-	-	3,102	-	-	3,400	-	-	3,726	-	-
Maintain paving (total: 48 m2) – 20%	916	916	-	-	-	-	1,067	-	-	-	-	1,243	-	-	-	-
Upgrade gardens	3,369	3,369	-	-	-	-	-	-	-	-	-	4,572	-	-	-	-
Sub Total (Incl. GST)		4,285	0	0	2,831	0	1,067	3,102	0	0	3,400	5,815	0	3,726	0	0
14. Fire equipment																
Maintain fire equipment	1,883	-	-	-	-	2,128	-	-	-	-	2,478	-	-	-	-	2,887
Replace or upgrade fire control panel	9,106	-	-	-	-	-	-	-	-	-	11,985	-	-	-	-	-
Replace fire hose reels	2,204	-	-	-	-	-	-	-	-	-	2,901	-	-	-	-	-
Replace fire extinguishers	546	-	-	-	-	-	-	-	-	-	719	-	-	-	-	-
Replace hard wired smoke detectors	2,847	-	-	-	-	-	-	-	3,525	-	-	-	-	-	-	-
Replace emergency lighting	3,990	-	-	-	-	-	-	-	4,941	-	-	-	-	-	-	-
Sub Total (Incl. GST)		0	0	0	0	2,128	0	0	8,466	0	18,083	0	0	0	0	2,887
15. Plant - electrical																
Maintain common property electrical systems / wiring	8,000	-	-	-	-	-	-	-	-	-	10,530	-	-	-	-	-
Sub Total (Incl. GST)		0	0	0	0	0	0	0	0	0	10,530	0	0	0	0	0
16. Intercom and Security Systems																
Maintain security access intercom	792	-	817	-	868	-	923	-	981	-	1,042	-	1,108	-	1,178	-
Replace front door audio speaker	132	-	-	-	-	-	-	-	-	-	174	-	-	-	-	-
Replace front door unit button pad	401	-	-	-	-	-	-	-	-	-	528	-	-	-	-	-
Sub Total (Incl. GST)		0	817	0	868	0	923	0	981	0	1,744	0	1,108	0	1,178	0
Grand Total (Incl. GST)		6,885	3,506	8,674	53,676	5,261	7,853	10,068	68,431	12,156	51,480	8,121	75,832	8,741	21,823	20,608
Contingency Allowance (Incl. GST)		826	421	1,041	6,441	631	942	1,208	8,212	1,459	6,178	975	9,100	1,049	2,619	2,473
Grand Total Expenses (Incl. Contingency Allowance and GST)		7,711	3,927	9,715	60,117	5,892	8,795	11,276	76,643	13,615	57,658	9,096	84,932	9,790	24,442	23,081

Building Data List from the Property Inspection for Rothesay

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

'Items' – identifies and describes the maintenance item

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

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

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

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

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

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

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

Items	Qty	Unit	Rate (\$)	Value (\$)	Next Due	Total Life	Comments
1. Building exterior							
Repaint building exterior plumbing pipework and fixtures	154.0	Lm	18.00	2,772.00	4	8	Ongoing painting program
Repaint timber fascia and guttering	102.0	Lm	20.00	2,040.00	4	8	Ongoing painting program
Repaint downpipes	56.0	Lm	18.00	1,008.00	4	8	Ongoing painting program
Repaint garage door frame	1.0	Ea	176.00	176.00	1	8	Ongoing painting program
Repaint garage doors - double	1.0	Ea	265.00	265.00	4	8	Ongoing painting program
Repaint / re-stain door face – one side including architraves	9.0	Lm	60.00	540.00	4	8	Ongoing painting program
Repaint timber / aluminium windows	1.0	Item	6,000.00	6,000.00	4	8	Ongoing painting program
Maintain windows, doors and hardware	1.0	Item	600.00	600.00	3	3	Replace seals, mechanism repairs
Replace aluminium windows and doors	1.0	Item	55,000.00	55,000.00	20	40	Replace as required
Repaint arch bars	70.0	Lm	16.00	1,120.00	4	8	Ongoing painting program
Repaint balcony ceilings	54.0	m2	28.00	1,512.00	4	8	Ongoing painting program
Repaint balcony doors – one side including architraves	6.0	Ea	101.11	607.00	4	8	Ongoing painting program
Maintain balcony floor tiles	3.0	m2	159.04	477.00	3	5	Replace as required
Maintain or replace guttering (total: 102 Lm) – 10%	10.0	Lm	86.14	861.00	8	8	Inspect and repair as required
Maintain or replace downpipes (total: 56 Lm) – 10%	6.0	Lm	38.85	233.00	8	8	Inspect and repair as required
Waterproof balcony / terrace floors (total: 54 m2) - 20%	11.0	m2	696.00	7,656.00	14	15	Waterproof as required
Plumbing and drainage maintenance	1.0	Item	3,583.25	3,583.00	3	3	For water, sewer and stormwater repairs and maintenance
General building maintenance	1.0	Item	3,000.00	3,000.00	3	5	Building maintenance works - wall and concrete repairs, waterproofing and future upgrades
2. Roof							
Maintain roof tiles (total: 512 m2) - 15%	76.8	m2	188.50	14,477.00	8	10	Repair as required
Re-bed and re-point ridge caps (total: 102 Lm) - 30%	31.0	Lm	101.92	3,160.00	8	10	Repair as required
Maintain metal roof (total: 38 m2) - 20%	7.6	m2	600.00	4,560.00	8	10	Repair as required
Maintain garage concrete roof (total: 28 m2) - 20%	5.6	m2	162.56	910.00	2	20	Repair as required
Replace metal roof	38.0	m2	115.33	4,383.00	30	40	Replace as required
Maintain box gutters (total: 12.5 Lm) - 20%	2.5	Lm	86.20	216.00	8	10	Repair as required
Replace tiled roof	512.0	m2	258.70	132,454.00	25	48	Replace as required

Items	Qty	Unit	Rate (\$)	Value (\$)	Next Due	Total Life	Comments
3. Access for work at heights							
Height allowance for painting works	1.0	Item	3,277.50	3,278.00	4	8	Rope access, swinging stage, cherry picker or scaffold
4. Main foyer							
Repaint ceilings	59.0	m2	46.00	2,714.00	4	8	Ongoing painting program
Repaint walls	175.0	m2	32.00	5,600.00	4	8	Ongoing painting program
Repaint / re-stain door face – one side including architraves	17.0	m2	81.11	1,379.00	4	8	Ongoing painting program
Maintain front entry door	1.0	Item	274.16	274.00	2	3	Repair as required
Maintain timber floors (total: 59 m2) – 10%	6.0	m2	179.04	1,074.00	5	5	Replace as required
Replace carpet	61.0	m2	180.00	10,980.00	10	12	Replace as required
5. Lobbies and hallways							
Repaint ceilings	72.0	m2	32.00	2,304.00	4	8	Ongoing painting program
Repaint walls	104.0	m2	32.00	3,328.00	4	8	Ongoing painting program
Repaint / re-stain door face – one side including architraves	24.0	m2	81.11	1,947.00	4	8	Ongoing painting program
Maintain glass and doors	1.0	Item	500.00	500.00	3	3	Repair as required
Replace carpet	72.0	m2	180.00	12,960.00	8	12	Replace as required
6. Stairwells							
Repaint ceilings	14.0	m2	22.00	308.00	4	8	Ongoing painting program
Repaint walls	64.0	m2	24.00	1,536.00	4	8	Ongoing painting program
Replace carpet	31.0	m2	180.00	5,580.00	8	12	Replace as required
Repaint balustrades	18.0	Lm	69.03	1,243.00	4	8	Ongoing painting program
Maintain balustrades	1.0	Item	279.24	279.00	4	5	Repair as required
7. Driveway / Car park							
Repaint line marking	29.0	Lm	6.90	200.00	4	8	Repaint as required
Install handrail and improve stairs to car park	1.0	Item	2,423.99	2,424.00	1	0	Quotation required
Maintain concrete surfaces - allowance	1.0	Item	5,800.00	5,800.00	7	8	Ongoing maintenance allowance
8. Fire stairs / walkways							
Repaint floors and stairs - non-slip (fire stair)	46.0	m2	20.00	920.00	4	8	Ongoing painting program
Repaint balustrades	28.0	Lm	49.03	1,373.00	4	8	Ongoing painting program
Maintain balustrades (total: 28 Lm) – 10%	4.0	Lm	489.00	1,956.00	4	5	Repair as required
9. Fixtures and fittings							
Replace letterboxes	16.0	Ea	121.38	1,942.00	14	30	Replace as required
Maintain common lighting	1.0	Item	1,425.00	1,425.00	2	3	Ongoing maintenance allowance
Upgrade security system	1.0	Item	2,428.18	2,428.00	9	10	Upgrade as required
10. Building signage							
Replace community signage including building name	1.0	Item	800.00	800.00	10	10	Quotation required
Replace street number signage	1.0	Item	52.77	53.00	10	10	Quotation required

Items	Qty	Unit	Rate (\$)	Value (\$)	Next Due	Total Life	Comments
11. Fence maintenance							
Maintain boundary powder coat fence (total: 55 Lm – rate 50%) - 10%	5.0	Lm	82.49	412.00	8	10	Repair or replace as required
Maintain timber fence (total: 47 Lm – rate 100%) - 10%	5.0	Lm	111.69	558.00	4	6	Repair or replace as required
Repair / replace front gate	1.0	Ea	349.67	350.00	6	8	Ongoing painting program
Repaint metal fencing	55.0	Lm	107.54	5,915.00	12	8	Ongoing painting program
12. Walls							
Maintain front brick walls	1.0	Item	816.65	817.00	4	8	Repair or replace as required
13. Landscaping							
Prune or remove trees and vegetation	1.0	Item	2,583.25	2,583.00	4	3	Quotation required by garden contractor
Maintain paving (total: 48 m2) – 20%	10.0	m2	91.60	916.00	1	5	Repair as required
Upgrade gardens	1.0	Item	3,369.43	3,369.00	1	10	Upgrade as required
14. Fire equipment							
Maintain fire equipment	1.0	Item	1,883.25	1,883.00	5	5	Repair as required
Replace or upgrade fire control panel	1.0	Item	9,105.67	9,106.00	10	15	Replace as required
Replace fire hose reels	3.0	Item	734.52	2,204.00	10	15	Replace only if existing cannot be repaired
Replace fire extinguishers	3.0	Item	182.12	546.00	10	15	Replace as required
Replace hard wired smoke detectors	1.0	Item	2,847.04	2,847.00	8	10	Includes panel update
Replace emergency lighting	1.0	Item	3,990.00	3,990.00	8	10	Replace as required
15. Plant - electrical							
Maintain common property electrical systems / wiring	1.0	Item	8,000.00	8,000.00	10	10	Ongoing maintenance program
16. Intercom and Security Systems							
Maintain security access intercom	15.0	Per unit	52.77	792.00	2	2	Ongoing maintenance program
Replace front door audio speaker	1.0	Ea	131.94	132.00	10	15	10 year replacement for salt water environments
Replace front door unit button pad	1.0	Ea	401.08	401.00	10	15	10 year replacement for salt water environments

Inspector's Report for Rothesay

1. We have recommended that the balance of the Capital Works be allowed to increase over the length of this report, leading to a significant balance in the later years. It is necessary to allow a larger balance over time to offset the effects of inflation on building material and labour costs and to ensure that adequate funds are available to provide for major works, which frequently become necessary as the building ages but which cannot be reliably forecast this far in advance. Based on historical data and current trends, we anticipate that building construction and maintenance costs will increase by fifty percent every fifteen years. This recommendation will be reviewed each time this report is updated, in light of price levels and the state of the building at the time of each update.
2. **IMPORTANT NOTES ABOUT PAINTING:** Painting a building serves two main purposes: improving the appearance of the building; and protecting the painted surface. From a maintenance point of view, this second purpose is more important. By sealing the surface, paint protects the building from damage caused by water, salt or air pollutants. Although most paints will hold their appearance for at least ten years, before cracking or peeling occurs, they become porous and lose their protective abilities well before this point. As such, we recommend that surfaces are repainted more frequently.

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

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

3. The painting cost estimates are as accurate as possible. However, due to privacy considerations, access restrictions to some areas and the varied nature of the property, it is recommended that the Owners Corporation obtain quotes for painting work well in advance of when the work is to be carried out to allow for any shortfall or excess in funds.
4. The maintenance of fences between properties is regulated under the Dividing Fences Act 1991, which states that neighbours have equal responsibility for dividing fences. As such, we have applied a fifty percent rate to all maintenance work on these fences in this report.
5. For aesthetic and practical reasons, the entire maintenance costs for fences dividing the common property from individual lots have been attributed to the Owners Corporation.
6. An allowance has been made for the cleaning and maintenance of the driveway. Cleaning may be carried out using high pressure water or a chemical wash; however the Owners Corporation should take care to abide by water-use restrictions when doing so.
7. The powder coated metalwork throughout the property may be subject to a manufacturer's warranty and, as such, the manufacturer's cleaning and maintenance recommendations should be followed to maximise the lifespan of the product.

8. Trees should be lopped to below the fascia and gutter height and be kept clear of the building to prevent premature corrosion of the roof flashings, gutters and downpipes. Root systems should also be kept away from the building to prevent structural damage to the footings using root barriers of. If these measures cannot prevent damage to the building or property, the Owners Corporation may wish to consider removing problem trees.
9. The National Broadband Network Company (NBN Co) has indicated that it will install access points (network termination units) in all units in multi-dwelling units at no charge. As such, no costs associated with the roll-out of the NBN have been included in this report.
10. An allowance for general building maintenance and repairs was added for future works.
11. Monies were budgeted for the maintenance and replacement of window parts on the complex.
12. Money allocated for scaffold can be used for other access equipment eg. boomlift, cherrypicker.
13. The tiled roof needs regular maintenance and the ridge caps need re-pointing.
14. The metal roof and flashings needs regular maintenance.
15. An allowance for plumbing and drainage maintenance was included for the complex.
16. Monies were budgeted for the maintenance of the common area gardens, landscaping and tree pruning.
17. Maintenance of fire equipment was included in this report for smoke detectors, fire reels, extinguishers and the fire control panel.

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 Executive 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 Executive 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 Executive 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 Executive Committee); for example: sanitary fittings and lift carriage interiors. This forecast deals only with estimating the timing of physical obsolescence.

Improvements - The Executive 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 Executive 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 Executive 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 Executive 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.