

# SydneyStrataReport

property strata inspections

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## STRATA REPORT

Client	Oxford Agency
Address of property	Unit 8/28 Macdonald Street, Lakemba, NSW.
Lot	8
Strata Plan	SP 8687
Name of Strata Management Co.	Neighbourly Strata
Telephone Number of Strata Agent	8880 1040
Report Date	8 November 2023

## General Information

Owner's Name	Kristopher James Dawson
Unit Entitlement.	124
Total Entitlement.	1,000

## Levy Contributions

Administration Fund contribution.	\$553.75
Capital Works Fund contribution.	\$62.70
Are There any Special Levies?	No on records presented.
Admin. Fund Balance Approx.	\$9,799.05
Capital Works Fund Balance.	\$5,347.60

## Insurances

Building Insurance	Yes
Sum Insured	\$2,545,000,00
Insurance Company	CHU
Due Date	31 January 2024
Fire Safety Report ?	N/A
Certificate Date.	N/A
Pet Friendly?	Owners corporation permission needed.

## Meetings

Annual General Meeting 8 November 2019	Administration Fund set at \$15,063.00 p.a. Capital Works Fund set at \$4,821.00 p.a.
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	<p>Building insurance continued, All other matters were defeated motions, meeting formalities and general maintenance as per the scan below, no major works tabled. Meeting closed.</p>
<p>Annual General Meeting 9 November 2020</p>	<p>Administration Fund set at \$17,963.00 p.a. Capital Works Fund set at \$2,022.00 p.a. Building insurance continued, All other matters were meeting formalities and general maintenance as per the scan below, no major works tabled. Meeting closed.</p>
<p>Annual General Meeting 8 November 2021</p>	<p>Administration Fund set at \$17,863.00 p.a. Capital Works Fund set at \$2,022.00 p.a. Building insurance continued, All other matters were defeated motions, meeting formalities and general maintenance as per the scan below, no major works tabled. Meeting closed.</p>
<p>Annual General Meeting 7 November 2022</p>	<p>Administration Fund set at \$17,863.00 p.a. Capital Works Fund set at \$2,022.00 p.a. Building insurance continued, EV charges to be installed in the building subject to conditions as below. Owners must maintain the charging units. All other matters were bylaws passed (the latest set of bylaws are in the Contract of Sale), meeting formalities and general maintenance as per the scan below, no major works tabled. Meeting closed.</p>
<p>Annual General Meeting 2023</p>	<p>Not held yet, no agenda on records presented.</p>
<p>Other comments.</p>	<p>This report is to be taken in context and in conjunction with the scans below.</p>





# Owner Ledger

Start Date: 01/11/2021  
End Date: 30/11/2025  
Owners: One only

V.J. Ray Pty Ltd  
trading as Neighbourly Strata  
ABN 16 000 397 973  
  
Level 4, Flinders Centre  
25 Rastwell Street,  
Bankstown NSW 2200  
  
PO Box 301,  
Bankstown NSW 1885  
  
www.neighbourly.co  
02 8880 1040

The Owners--Strata Plan 8687

28 Macdonald Street, LAKEMBA NSW 2195

Lot 8 Unit 8 Kristopher James Dawson

UE / AE: 124.00 / 1,000.00

## Levies

Levy no.	Due date	Frequency	Details	Admin Fund		Capital Works Fund		Interest paid	Discount	Levy type	Status	Group
				Due	Paid	Due	Paid					
			<b>Balance brought forward</b>	<b>0.00</b>		<b>0.00</b>						
1	10/12/2021	Once-off	Lot 8: Debt recovery Stage 1	5.00	5.00	0.00	0.00	0.00		Owner Invoice	Normal	None
2	01/01/2022	Quarterly	Quarterly Admin/Capital Works Levy	553.75	553.75	62.70	62.70	22.12	0.00%	Standard	Normal	None
3	12/01/2022	Once-off	Lot 8: Debt recovery Stage 2	15.00	15.00	0.00	0.00	0.00		Owner Invoice	Normal	None
4	01/04/2022	Quarterly	Quarterly Admin/Capital Works Levy	553.75	553.75	62.70	62.70	6.92	0.00%	Standard	Normal	None
5	10/05/2022	Once-off	Lot 8: Debt recovery Stage 3	20.00	20.00	0.00	0.00	0.00		Owner Invoice	Normal	None
6	01/07/2022	Quarterly	Quarterly Admin/Capital Works Levy	553.75	553.75	62.70	62.70	17.68	0.00%	Standard	Normal	None
7	12/09/2022	Once-off	Lot 8: Debt recovery Stage 1	5.00	5.00	0.00	0.00	0.00		Owner Invoice	Normal	None
8	01/10/2022	Quarterly	Quarterly Admin/Capital Works Levy	553.75	553.75	62.70	62.70	0.00	0.00%	Standard	Normal	None
9	14/10/2022	Once-off	Lot 8: Debt recovery Stage 2	15.00	15.00	0.00	0.00	0.00		Owner Invoice	Normal	None

Current position: Unallocated prepayments \$1.86

Levy arrears & owner invoices due \$0.00

Interest on levy arrears \$0.00

## Receipts

Date	Receipt no.	Subtype	Status	Source	Admin Fund		Capital Works Fund		Unallocated		Cheque no.	Levy no.
					Paid	Interest	Paid	Interest	Paid	Total amount		
14/01/2022	270	Receipt	Banked		558.11	16.06	60.92	1.82	0.00	636.91		1, 3
12/05/2022	277	Receipt	Banked		1,147.74	26.69	127.70	3.02	0.00	1,305.15		2, 4, 6, 5
14/10/2022	293	Receipt	Banked		1,125.94	15.88	125.22	1.80	1.86	1,270.70		6, 8, 7, 9

## Detailed Balance Sheet

### As at 30/11/2022

The Owners--Strata Plan 8687

28 Macdonald Street, LAKEMBA NSW 2195

	Current period
<b>Owners' funds</b>	
<b>Administrative Fund</b>	
Owners Equity Admin	6,178.19
Surplus/Deficit--Admin--Current	3,620.86
	9,799.05
<b>Capital Works Fund</b>	
Owners Equity Capital Works	4,838.68
Surplus/Deficit--Capital--Current	508.92
	5,347.60
<b>Net owners' funds</b>	<b>\$15,146.65</b>
<b>Represented by:</b>	
<b>Assets</b>	
<b>Administrative Fund</b>	
Cash at Bank--Admin	9,794.15
Levies in Arrears--Admin	4.90
	9,799.05
<b>Capital Works Fund</b>	
Cash at Bank--Capital Works	5,347.05
Levies in Arrears--Capital Works	0.55
	5,347.60
<b>Unallocated Money</b>	
Cash at Bank--Unallocated	1.86
	1.86
<i>Total assets</i>	15,148.51
<b>Less liabilities</b>	
<b>Administrative Fund</b>	
	0.00
<b>Capital Works Fund</b>	
	0.00
<b>Unallocated Money</b>	
Prepaid Levies--Unallocated	1.86
	1.86
<i>Total liabilities</i>	1.86
<b>Net assets</b>	<b>\$15,146.65</b>



Level 33, 101 Miller Street  
North Sydney NSW 2060

PO BOX 500, North Sydney NSW 2059

## Certificate of Currency

### CHU Residential Strata Insurance Plan

<b>Policy No</b>	900082
<b>Policy Wording</b>	CHU RESIDENTIAL STRATA INSURANCE PLAN
<b>Period of Insurance</b>	31/01/2023 to 31/01/2024 at 4:00pm
<b>The Insured</b>	THE OWNERS - STRATA PLAN 8687
<b>Situation</b>	28 MACDONALD STREET LAKEMBA NSW 2195

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### Policies Selected

#### Policy 1 – Insured Property

Building: \$2,545,000  
Common Area Contents: \$25,450  
Loss of Rent & Temporary Accommodation (total payable): \$381,750

#### Policy 2 – Liability to Others

Sum Insured: \$30,000,000

#### Policy 3 – Voluntary Workers

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

#### Policy 4 – Workers Compensation

Not Available

#### Policy 5 – Fidelity Guarantee

Sum Insured: \$250,000

#### Policy 6 – Office Bearers' Legal Liability

Sum Insured: \$5,000,000

#### Policy 7 – Machinery Breakdown

Not Selected

#### Policy 8 – Catastrophe Insurance

Sum Insured: \$763,500  
Extended Cover - Loss of Rent & Temporary Accommodation: \$114,525  
Escalation in Cost of Temporary Accommodation: \$38,175  
Cost of Removal, Storage and Evacuation: \$38,175



**Policy 9 – Government Audit Costs and Legal Expenses**

Government Audit Costs: \$25,000

Appeal expenses – common property health & safety breaches: \$100,000

Legal Defence Expenses: \$50,000

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

Sum Insured: \$250,000

**Flood Cover is included.**

Date Printed

13/01/2023

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

## MINUTES OF AN ANNUAL GENERAL MEETING THE OWNERS - STRATA PLAN 8687

**28 Macdonald Street, LAKEMBA NSW 2195**

**DATE & TIME OF MEETING:** An Annual General Meeting of The Owners - Strata Plan 8687 was held on 13/11/2019 commenced at 05:00 PM.

**VENUE:** V.J. Ray 8 Anglo Rd (Anzac Square) Campsie

### PRESENT:

Lot #	Unit #	Attendance	Owner Name Representative
1	1	Yes	Stephen Lawson
4	4	Yes	Ani Ani

**CHAIRPERSON:** Jackie Li

Minutes of the meeting:

### 1 MINUTES

**RESOLVED** that the minutes of the last general meeting of the owners corporation be confirmed as a true record of the proceedings of that meeting.

### 2 STRATA COMMITTEE

#### RESOLVED

- (a) That the nominations for the strata committee be accepted.
- (b) That the number of members of the strata committee be determined at two members.
- (c) That the names of the strata committee members be recorded as follows

Lot	Name
(1)	stephen Lawson
(4)	Ani Ani

### 3 RESTRICTED MATTERS

**RESOLVED** that, apart from those matters stated in the legislation, no other matter or class of matter should be determined by the resolution of the Owners Corporation at a general meeting.

### 4 INSURANCES

- (a) **RESOLVED** that the insurances in the attached schedule be confirmed and that the building be valued as at the renewal date of the policy in order to satisfy the Owners Corporation obligations under regulation 39.
- (b) **RESOLVED** that the strata manager obtain 3 quotations for the amount in that valuation according to the provisions of section 166 of the Act and those quotations be submitted to the Strata Committee for approval. If insufficient responses are received prior to the renewal date, the Strata Manager is instructed to renew with the current insurer.

### 5 KEY FINANCIAL INFORMATION STATEMENT

**RESOLVED** that the attached Key Financial Information Statement be adopted and that no additional auditing be undertaken.

### 6 CAPITAL WORKS FUND PLAN

- (a) **RESOLVED** that the Owners Corporation approves the 10-year capital works fund plan (as attached to the meeting notice) and according to the provisions of section 80 (4) (c) the source of funding for the proposed work in the plan shall be by way of the capital works fund levy decided in the Budget & Levies motion below, with any shortfall to be met by way of special levies to be raised as required.

It was also resolved that no update of the existing plan is required this year.



**7 ANNUAL FIRE SAFETY STATEMENT**

**RESOLVED** that no Annual Fire Safety Statement be completed for the strata scheme.

**8 CHILD WINDOW SAFETY LOCKS**

**RESOLVED** that no inspection of the required window safety devices be carried out this year. (note that this decision was contrary to the advice of the Strata Manager)

**9 WORK HEALTH SAFETY REPORT**

**RESOLVED** that no Work Health & Safety report be carried out for the strata scheme. (note that this decision was contrary to the advice of the Strata Manager)

**10 ASBESTOS REGISTER UPDATE**

**RESOLVED** that no Asbestos Register Update be completed for the strata scheme (note that this decision was contrary to the advice of the Strata Manager). In accordance with the WHS Act 2011 Part 8 a suitably qualified consultant is to be engaged to label Asbestos Containing Material and install a lockable wall mounted cabinet for the keeping of the onsite records, in the event these items are not already present.

**11 STRATA MANAGERS REPORT**

**RESOLVED** that the report from the Strata Manager on training services and commission be received.

**12 REIMBURSEMENT OF COSTS BY-LAW**

**MOTION DEFEATED**

That a By-law be created stating the following  
**REIMBURSEMENT OF COST BY-LAWS**

That the Owners Corporation specially resolves pursuant to section 141 of the Strata Schemes Management Act 2015 to create an additional By-Law with the following terms:

A. In the event that an owner or occupier of a lot breaches a registered by-law in the strata plan, the Owners Corporation may: to the extent permitted by law, recover from the owner or occupier as a debt:

(a). The expenses incurred by the Owners Corporation arising out of or caused by a breach of by-laws, including expenses incurred rectifying, preventing, or attempting to rectify, restrain or prevent a breach, such as strata managing agent's and legal or administrative costs to:

- (1) issue a notice to comply with a by-law,
- (2) prepare an application for and attend mediation,
- (3) prepare an application for an order by a tribunal,
- (4) prepare an application for a penalty to be imposed,
- (5) Appear at the tribunal on behalf of the Owners Corporation.
- (6) Any costs incurred relating to action taken to remedy a breach of by-law.

(b). the expenses incurred by the Owners Corporation recovering any or all of the expenses and the costs of and related to the breach of by-laws, including legal costs and disbursements on an indemnity basis.

B. Nothing in this clause limits the rights of or the remedies available to the Owners Corporation on a breach of any by-law.

C. In addition to any other rights of the Owners Corporation under this by-law, the owners corporation may charge interest (in accordance with section 85 of the Strata Schemes Management Act 2015) on any amounts if not paid at the end of one month after they become due and payable by the owner under this by-law.

U.E. Votes Cast	244
U.E. For Motion	0
U.E. Against Motion	244

**13 SPECIAL BY-LAW RENOVATIONS**

**MOTION DEFEATED**

The Owners Corporation **SPECIALLY RESOLVES** pursuant to section 141 of the Strata Schemes Management Act 2015 THAT an additional by-law be made, Special By-law - Renovations - on the terms set out below or which are attached to the notice of this meeting, and that notification of the by-law be lodged for registration at the Registrar - General's Office.

**SPECIAL RESOLUTION REQUIRED:**

***SPECIAL BY-LAW FOR RENOVATIONS***

**1. Introduction**

1.1 This by-law sets out the rules you must follow if you intend to carry out renovations to a common area in the building in connection with your apartment, or to your apartment, including minor renovations and major renovations.

1.2 This by-law also sets out rules you must follow in connection with renovations already done to a common area in the building in connection with your apartment before this by-law including minor renovations and major renovations which have already been completed.

**2. Definitions & Interpretation**

2.1 In this by-law, unless the context or subject matter otherwise indicates or requires:

- (a) "Act" means the Strata Schemes Management Act 2015,
- (b) "apartment" means a lot in the strata scheme,
- (c) "annexure" means the annexure to this by-law,
- (d) "building" means the building in the strata scheme in which your apartment is located,
- (e) "common area" means the common property in the strata scheme,
- (f) "cosmetic work" means cosmetic work for the purposes of section 109 of the Act and any by-law that specifies additional work that is to be cosmetic work for the purposes of section 109 of the Act,
- (g) "existing renovations" means the renovations undertaken by previous or current owners to common areas in the building in connection with apartments before this by-law without the consent of the owners corporation,
- (h) "major renovations" means any work to an apartment or a common area in the building in connection with your apartment for the following purposes:
  - (i) work involving structural changes such as the removal of the whole or part of a load bearing wall,
  - (ii) work that changes the external appearance of your apartment, including the installation of an external access ramp, awning, pergola or vergola or installation of a new window in a boundary wall of your apartment,
  - (iii) work involving waterproofing such as a bathroom renovation involving the laying of a new waterproof membrane,
  - (iv) work for which consent or another approval is required under any other Act such as development consent of the local council under the Environmental Planning and Assessment Act 1979, but cannot include cosmetic work or minor renovations,
- (i) "minor renovations" means any work to a common area in the building in connection with your apartment for the following purposes:
  - (i) renovating a kitchen,
  - (ii) renovating a bathroom in a manner that does not involve waterproofing,
  - (iii) renovating any other room in your apartment in a manner that does not involve waterproofing or structural changes,
  - (iv) changing recessed light fittings,
  - (v) removing carpet or other soft floor coverings to expose underlying wooden or other hard floors,
  - (vi) installing or replacing wood or other hard floors,
  - (vii) installing or replacing wiring or cabling or power or access points,
  - (viii) installing or replacing pipes and ducts,
  - (ix) work involving reconfiguring walls in a manner that does not involve structural changes,
  - (x) installing a rainwater tank,
  - (xi) installing a clothesline,
  - (xii) installing a reverse cycle split system air conditioner or a ducted air conditioning system,
  - (xiii) installing double or triple glazed windows,
  - (xiv) installing a heat pump or hot water service or a gas or oil heater,
  - (xv) installing ceiling insulation,
  - (xvi) installing an aerial or antenna,
  - (xvii) installing a satellite dish with a diameter no greater than 1.5 metres,
  - (xviii) installing a skylight, whirlybird, ventilation or exhaust fan or solar panels in or on a roof directly above your apartment, but cannot include cosmetic work or major renovations or work that is authorised by a by-law made under section 108 of the Act or a common property rights by-law,
- (i) "renovations" means minor renovations or major renovations,
- (j) "strata scheme" means the strata scheme to which this by-law applies,
- (k) "you" means an owner of an apartment and includes your successors in title.

2.2 In this by-law, unless the context or subject matter otherwise indicates or requires:

- (a) headings have been inserted for guidance only and do not affect the interpretation of this by-law,
- (b) references to any legislation include any legislation amending, consolidating or replacing the same, and all by-laws, ordinances, proclamations, regulations, rules and other authorities made under them,
- (c) words importing the singular number include the plural and vice versa,
- (d) where any word or phrase is given a definite meaning any part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning,
- (e) if any provision of this by-law is invalid or void, that provision will be read down, ignored or severed so far as is possible in order to uphold the validity and enforceability of the remaining provisions of this by-law,
- (f) any expression used in this by-law and which is defined in the Act will have the same meaning as that expression has in that Act unless a contrary intention is expressed in this by-law, and
- (g) if there is any inconsistency between this by-law and any other by-law applicable to the strata scheme, then the provisions of this by-law will prevail to the extent of that inconsistency.

### **3. Renovations Approval Process**

#### **3.1 Renovations Require Approval**

You must not carry out, or permit anyone else to carry out, renovations without the prior written approval of the owners corporation.

#### **3.2 The Approval Process**

3.2.1 If you wish to carry out renovations you must make an application to the owners corporation in order to seek its approval of the renovations.

3.2.2 The application must be in writing and sent to the strata managing agent of the owners corporation or, if there is no strata managing agent, to the secretary of the owners corporation.

3.2.3 Your application must contain:

(a) your name, address and telephone number,

(b) your apartment and lot number,

(c) details of the renovations,

(d) drawings, plans and specifications for the renovations,

(e) an estimate of the duration and times of the renovations,

(f) details of the persons carrying out the renovations including the name, licence number, qualifications and telephone number of those persons,

(g) details of arrangements to manage any resulting rubbish or debris arising from the renovations.

3.2.4 Your application must also contain a motion and by-law generally in the form set out in the annexure (with the blanks appropriately completed) and your written consent to that by-law if the renovations are major renovations and will involve alterations or additions to a common area.

3.2.5 The owners corporation may request further information to supplement the information contained in your application but it must not act unreasonably when doing so.

3.2.6 The owners corporation may engage a consultant to assist it review your application.

3.2.7 The owners corporation may:

(a) approve your application either with or without conditions, or

(b) withhold approval of your application (but it must not act unreasonably when doing so).

3.2.8 If your major renovations will involve alterations or additions to a common area, and the owners corporation approves your application, the owners corporation must do so by passing a special resolution at a general meeting to approve the motion and by-law submitted with your application (or a substantially similar motion and by-law).

3.2.9 You must comply with any conditions which the owners corporation issues as part of its approval and the conditions contained in this by-law.

#### **4. Conditions for Renovations**

##### **4.1 Before the Renovations**

4.1.1 Before commencing the renovations, you must:

(a) Prior Notice

give the owners corporation at least 14 days' written notice. Your written notice must include the estimated start date of the renovations and the estimated end date of the renovations,

(b) Local Council Approval

(in the case of major renovations) if required by law, obtain a complying development certificate for or development consent of the local council to the major renovations and a construction certificate for the major renovations, and give copies of them to the owners corporation,

(c) Contractor's Licence and Insurance Details

give the owners corporation a copy of a certificate or other document demonstrating that the contractor who will carry out the renovations holds a current:

(i) licence,

(ii) all risk insurance policy which must include public liability cover in the sum of \$10,000,000.00,

(iii) workers compensation insurance policy, and

(iv) home building compensation fund insurance policy under the Home Building Act 1989 for the renovations (if required by law),

(d) Engineer's Report

if requested to by the owners corporation, give the owners corporation a report from a structural engineer addressed to the owners corporation certifying that the renovations will not have a detrimental affect on the structural integrity of the building or any part of it,

(e) Acoustic Consultant's Report

if the renovations will involve changes to the floor coverings in your apartment (apart from floor coverings in a laundry, lavatory or bathroom) by, for example, installing or replacing wood or other hard floors, if requested to by the owners corporation, give the owners corporation a report from an acoustic consultant certifying the acoustic properties of the new floor coverings,

(f) Dilapidation Report

if requested to by the owners corporation, give the owners corporation a dilapidation report (which must include photographs) concerning the areas of the building the owners corporation requires to be included in that report,

(g) Bond

if requested to by the owners corporation, pay a bond to the owners corporation in the sum of \$10,000 or such other amount determined from time to time by the owners corporation,

(h) Costs

pay the reasonable costs of the owners corporation incurred in connection with considering or approving your application for renovations including any consultant's costs.

4.1.2 If you have not complied with any of the conditions set out in clause 4.1.1 you must not begin the

renovations and if you have already begun the renovations you must immediately stop them.

#### 4.2 During the Renovations

During the renovations you must:

(a) Standard of Workmanship

ensure the renovations are carried out in a competent and proper manner by appropriately qualified and licensed contractors utilising only first quality materials which are good and suitable for the purpose for which they are used,

(b) Quality of Renovations

make certain the renovations are completed in accordance with any specifications for them and comply with the Building Code of Australia and any applicable Australian Standard (in the event of a conflict, the Building Code of Australia shall prevail),

(c) Time for Completion of Renovations

make sure the renovations are carried out with due diligence and are completed as soon as practicable from the date of commencement,

(d) Times for Renovations

ensure that the renovations are only carried out between the hours of 8.00am - 5.00pm on Monday - Friday and 9.00am - 3.00pm on Saturdays (not including public holidays) and are not carried out any other times,

(e) Times for Operation of Noisy Equipment

make sure that percussion tools and noisy equipment such as jack hammers and tile cutters are only used between 10.00am - 3.00pm and that at least 72 hours notice is given to the occupiers of the other apartments in the building by a sign prominently displayed on the noticeboard before the use of any such tools and equipment,

(f) Appearance of Renovations

ensure the renovations are carried out and completed in a manner which is in keeping with the rest of the building,

(g) Supervision of Renovations

ensure that the renovations are adequately supervised and that the common areas are inspected by the supervisor on a daily basis to ensure that the conditions of this by-law are complied with,

(h) Noise During Renovations

ensure the renovations and your contractors do not create any excessive noise in your apartment or in a common area that is likely to interfere with the peaceful enjoyment of the occupier of another apartment or of any person lawfully using a common area,

(i) Transportation of Construction Equipment

ensure that all construction materials and equipment are transported in accordance with any manner reasonably directed by the owners corporation and in a manner that does not cause damage to the building,

(j) Debris

ensure that any debris and rubbish associated with or generated by the renovations is removed from the building strictly in accordance with the reasonable directions of the owners corporation.

(k) Storage of Building Materials on Common Areas

make sure that no building materials are stored in a common area,

(l) Protection of Building

protect all areas of the building outside your apartment which are affected by the renovations from damage, the entry of water or rain and from dirt, dust and debris relating to the major renovations and ensure that all common areas, especially the walls, floors and lift leading to your apartment, are protected by covers and mats when transporting furniture, construction materials, equipment and debris through the building,

(m) Building Integrity

keep all areas of the building affected by the renovations structurally sound during the renovations and make sure that any holes or penetrations made during the renovations are adequately sealed and waterproofed and, if necessary, fireproofed,

(n) Daily Cleaning

clean any part of the common areas affected by the renovations on a daily basis and keep all of those common areas clean, neat and tidy during the renovations,

(o) Interruption to Services

minimise any disruption to services in the building and give the occupiers of the other apartments in the building at least 72 hours prior notice of any planned interruption to the services in the building such as water, electricity and television by a sign prominently displayed on the noticeboard before any such disruption,

(p) Access

give the owners corporation's nominee (which may be its consultant) access to your apartment to inspect (and, if applicable, supervise) the renovations on reasonable notice,

(q) Vehicles

ensure that no contractor's vehicles obstruct the common areas including any driveway areas and passing bay other than on a temporary and non-recurring basis when delivering or removing materials or equipment and then only for such time as is reasonably necessary,

(r) Security

ensure that the security of the building is not compromised and that no external doors of the building are left

open and unattended or left open for longer than is reasonably necessary during the renovations,

(s) Variation to renovations

not vary the renovations without obtaining the prior written approval of the owners corporation,

(t) Costs of renovations

pay all costs associated with the renovations including any costs incurred by the owners corporation engaging a consultant to inspect or supervise the renovations.

#### 4.3 After the Renovations

After the renovations have been completed, you must:

(a) Notify the Owners Corporation

promptly notify the owners corporation that the renovations have been completed,

(b) Access

give the owners corporation's nominee (which may be its consultant) access to your apartment to inspect the renovations on reasonable notice,

(c) Obtain Planning Certificates

if required by law, obtain all requisite certificates issued under Part 4A of the Environmental Planning and Assessment Act 1979 approving the renovations and the occupation of your apartment (such as a compliance certificate and an occupation certificate) and give copies of them

to the owners corporation,

(d) Restore the Common Areas

restore all common areas damaged by the major renovations as nearly as possible to the state which they were in immediately prior to commencement of the renovations,

(e) Engineer's Report

if required by the owners corporation, give the owners corporation a report from a duly qualified structural engineer addressed to the owners corporation certifying that the renovations have been completed in a manner that will not detrimentally affect the structural integrity of the

building or any part of it,

(f) Expert's Report

if required by the owners corporation, give the owners corporation a report from a duly qualified building consultant or expert addressed to the owners corporation certifying that the renovations have been completed in a manner that complies with the Building Code of Australia and any

applicable Australian Standards,

(g) Acoustic Consultant's Report

if the renovations involved changes to the floor coverings of your apartment (apart from floor coverings in a laundry, lavatory or bathroom), if required by the owners corporation, give the owners corporation a report from an acoustic consultant certifying the acoustic properties of any new floor coverings.

#### 4.4 Enduring Obligations

You must:

(a) Maintenance of Apartment Renovations

properly maintain the renovations to your apartment and keep them in a state of good and serviceable repair and, where necessary, renew or replace any part of those renovations,

(b) Maintenance of Minor Renovations

properly maintain the minor renovations and keep them in a reasonable state of good and serviceable repair and, where necessary, renew or replace any part of those minor renovations,

(c) Repair Damage

repair any damage caused to another apartment or the common areas by the carrying out of the renovations in a competent and proper manner,

(d) Prevent Excessive Noise

ensure that any equipment forming part of the renovations does not create or generate any heat, noise or vibrations that are likely to interfere with the peaceful enjoyment of the occupier of another apartment or of any person lawfully using a common area,

(e) Flooring

if the renovations involved changes to the floor coverings of your apartment, ensure that the new floor coverings are covered or otherwise treated to an extent sufficient to prevent the transmission from the floor coverings of noise likely to disturb the peaceful enjoyment of the owner or occupier of another apartment (apart from floor coverings in a laundry, lavatory or bathroom),

(f) Indemnity

indemnify and keep indemnified the owners corporation against all actions, proceedings, claims, demands, costs, damages and expenses which may be incurred by or brought or made against the owners corporation arising out of the renovations or the altered state or use of any of the common areas arising from the renovations or your breach of this by-law,

(g) Insurance

if required by the owners corporation, make, or permit the owners corporation to make on your behalf, any insurance claim concerning or arising from the renovations, and use the proceeds of any insurance payment made as a result of an insurance claim to complete the renovations or repair any damage to the building caused

by the renovations,

(h) Comply with the Law

comply with all statutes, by-laws, regulations, rules and other laws for the time being in force and which are applicable to the renovations and the requirements of the local council concerning the renovations (for example, the conditions of the local council's approval of the major renovations, a notice or order issued by the local council or fire safety laws).

#### **5. Bond**

The owners corporation shall be entitled to apply the bond paid by you under the conditions of this bylaw, or any part of it, towards the costs of the owners corporation incurred:

(a) repairing any damage caused to a common area or any other apartment during or as a result of the renovations, or

(b) cleaning any part of the common area as a result of the renovations,

and the owners corporation must refund the bond, or the remaining balance of it, when you notify the owners corporation that the renovations have been completed and the owners corporation is reasonably satisfied that you have complied with the conditions of this by-law.

#### **6. Breach of this By-Law**

6.1 If you breach any condition of this by-law and fail to rectify that breach within 14 days of service of a written notice from the owners corporation requiring rectification of that breach (or such other period as is specified in the notice), then the owners corporation may:

(a) rectify the breach,

(b) enter on any part of the building including your apartment, by its agents, employees or contractors, in accordance with the Act for the purpose of rectifying the breach, and

(c) recover as a debt due from you the costs of the rectification and the expenses of the owners corporation incurred in recovering those costs including legal costs on an indemnity basis.

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

#### **7. Common Property Rights By-Law**

7.1 Nothing in this by-law detracts from or alters any obligation that arises under sections 108 or 143 of the Act for or in relation to your major renovations.

7.2 Nothing in this by-law prevents the owners corporation from requiring, as a condition of approval for your major renovations or otherwise, a separate by-law to be made under section 108 or 143 of the Act for your major renovations in accordance with clause 3.2.8.

#### **8. Strata Committee Approvals**

The strata committee may approve minor renovations under this by-law. To avoid doubt, the owners corporation delegates its functions under section 110 of the Act to the strata committee.

#### **9. Specification of Additional Minor Renovations**

To avoid doubt, this by-law specifies additional work that is to be a minor renovation for the purposes of section 110 of the Act.

#### **10. Existing Renovations**

10.1 The owners corporation grants you the special privilege to retain the existing renovations undertaken to a common area in connection with your apartment.

10.2 You must comply with the conditions set out in clause 4.4 of this by-law in relation to any existing renovations undertaken to a common area in connection with your apartment.

10.3 To avoid doubt, you must properly maintain and keep in a state of good and serviceable repair any existing renovations undertaken to a common area in connection with your apartment and, where necessary, renew or replace the whole or any part of those existing renovations.

U.E. Votes Cast                    244

U.E. For Motion                    0

U.E. Against Motion                244

## **14 RENOVATIONS MOTION DEFEATED**

The Owners Corporation SPECIALLY RESOLVES pursuant to Section 106 (3) of the Strata Schemes Management Act 2015 THAT:

(a) it is inappropriate for the owners corporation to maintain, renew, replace or repair any renovations carried out in accordance with or referred to in Special By-Law - Renovations; and

(b) in the light of the obligations imposed on owners in that by-law to maintain, renew, replace or repair any such renovations done by them, its decision will not affect the safety of any building, structure or common area in the strata scheme or detract from the appearance of any property in the strata scheme.

SPECIAL RESOLUTION REQUIRED.

U.E. Votes Cast                    244

U.E. For Motion                    0

U.E. Against Motion                244

**15 REPEAL BY-LAW MINOR RENOVATIONS  
MOTION DEFEATED**

That the Owners Corporation SPECIALLY RESOLVES, pursuant to Section 141 of the Strata Schemes Management Act, 2015, to repeal the special by-law for Minor Renovations (Section 110).

U.E. Votes Cast	244
U.E. For Motion	0
U.E. Against Motion	244

**16 BUDGET & LEVIES**

**RESOLVED** that the Owners Corporation

(a) Adopt the budget (including any amendments) as per the copy attached to the minutes, and its 10-year Capital Works Fund Plan and,

(b) In accordance with Section 81 of the Act, the Owners Corporation determines that the following amounts be levied in order to collect the amounts estimated in the budget and Capital Works Fund Plan:

Administrative Fund	\$15,063.00
Capital Works Fund	\$4,821.00

The levies are to be due in 4 equal instalments with the first instalment due on 01/01/2020 and subsequent levy instalments due on 01/04/2020, 01/07/2020, 01/10/2020

**17 DEBT COLLECTION**

**RESOLVED** that the Owners Corporation

(a) Authorises the strata managing agent and/or the strata committee to give instructions for whatever action is considered necessary to collect unpaid contributions, interest and expenses of the Owners Corporation pursuant to Strata Schemes Management Act 2015.

(b) Any action can be taken at any time without reference to any other action, and without having to follow any particular order.

(c) Any action considered necessary to collect unpaid contributions, interest and expenses may include, but is not limited to, the following;

- i) Various reminder notices or any statutory Notice of Recovery Action issued by the Strata Manager, Mercantile Agent or Solicitor.
- ii). Retaining any Mercantile Agent, Solicitor, Barrister or other expert as appropriate, to take action to facilitate the collection of the debt.
- iii) Commencing appropriate proceedings in the Tribunal or any court of competent jurisdiction.
- iv) Issuing a Statutory Notice of Recovery Action, Statement of Claim, Judgment, Writ of Execution, Garnishee, Examination Notice, Examination Order, Bankruptcy Notice, Creditors Petition, Statutory Demand, Winding up Application, Notice of Discontinuance, Consent to Set Aside Judgment and any other available action.
- v) Making all necessary enquiries to locate owners and ascertain how to best recover unpaid levies, interest and expenses.
- vi). Appearing in any Tribunal or court proceedings including but not limited to Instalment Orders, Applications to Set Aside Judgment, Pre-trial Reviews, Defences, Cross Claims, Appeals and any other actions.
- vii) Liaising, instructing and preparing documentation whenever necessary.

**18 PAYMENT PLANS**

**Resolved** that the Owners Corporation

(a) Authorises the strata managing agent and/or the strata committee to give instructions for whatever action is considered necessary to collect unpaid contributions, interest and expenses of the Owners Corporation pursuant to Strata Schemes Management Act 2015.

(b) Any action can be taken at any time without reference to any other action, and without having to follow any particular order.

(c) Any action considered necessary to collect unpaid contributions, interest and expenses may include, but is not limited to, the following;

- i) Various reminder notices or any statutory Notice of Recovery Action issued by the Strata Manager, Mercantile Agent or Solicitor.
- ii). Retaining any Mercantile Agent, Solicitor, Barrister or other expert as appropriate, to take action to facilitate the collection of the debt.
- iii) Commencing appropriate proceedings in the Tribunal or any court of competent jurisdiction.
- iv) Issuing a Statutory Notice of Recovery Action, Statement of Claim, Judgment, Writ of Execution, Garnishee, Examination Notice, Examination Order, Bankruptcy Notice, Creditors Petition, Statutory Demand, Winding up Application, Notice of Discontinuance, Consent to Set Aside Judgment and any other available action.
- v) Making all necessary enquiries to locate owners and ascertain how to best recover unpaid levies, interest and expenses.
- vi). Appearing in any Tribunal or court proceedings including but not limited to Instalment Orders, Applications to Set Aside Judgment, Pre-trial Reviews, Defences, Cross Claims, Appeals and any other actions.
- vii) Liaising, instructing and preparing documentation whenever necessary.

**19 BUILDING DEFECTS**

**RESOLVED** that there are no building defects that require attention at this stage. (other than any work that may be currently being dealt with by the Owners Corporation)

**20 AGENCY AGREEMENT**

**RESOLVED** that the Owners Corporation reappoint VJ Ray Pty Ltd (Agent) as strata managing agent on the terms and conditions set out in the proposed strata management agency agreement (Agreement) tabled at the 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 services as defined in the Agreement;

with effect from the date shown in the Agreement and for the term shown in the Agreement, 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.

**CLOSURE:** There being no further business, the chairperson declared the meeting closed at 06:00 PM.





Strata Managers, Valuers, Real Estate Agents  
8 Anglo Road Campsie  
18 President Avenue Caringbah

V J Ray Pty Ltd ABN 16 000 397 973



Phone: 1300 073 405  
Fax: 9787 2952  
email: vjray@vjray.com.au  
PO Box 369 Campsie NSW 2194

## Approved Budget to apply from 01/10/2019

The Owners--Strata Plan 8687

28 Macdonald Street, LAKEMBA NSW 2195

### Administrative Fund

#### Approved budget

#### Revenue

Levies Due--Admin	15,063.00
<i>Total revenue</i>	15,063.00

#### Less expenses

Admin--Agent Disbursements	970.00
Admin--Management Fees--Standard	2,856.00
Admin--Occupational Health & Safety	87.00
Admin--Tax Return Fee	130.00
Cleaning & Lawns	1,700.00
Electrical Repairs	200.00
Electricity	600.00
General Repairs	1,000.00
Glass	500.00
Insurance--Premiums	3,000.00
Insurance--Valuation	220.00
Plumbing	1,000.00
Water Consumption	2,800.00
<i>Total expenses</i>	15,063.00

#### Surplus/Deficit

	0.00
Opening balance	5,334.28

#### Closing balance

\$5,334.28

Total units of entitlement	1000
Levy contribution per unit entitlement	\$15.06

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

Levies Due--Capital Works	4,821.00
<i>Total revenue</i>	<u>4,821.00</u>

**Surplus/Deficit**

Opening balance	8,147.76
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**Closing balance**\$12,968.76

Total units of entitlement 1000

Levy contribution per unit entitlement \$4.82



## MINUTES OF AN ANNUAL GENERAL MEETING THE OWNERS - STRATA PLAN 8687

28 Macdonald Street, LAKEMBA NSW 2195

**DATE & TIME OF MEETING:** An Annual General Meeting of The Owners - Strata Plan 8687 was held on 09/11/2020 commenced at 05:00 PM.

**VENUE:** By Teleconference: Dial 1300 254 410

**PRESENT:**

Lot #	Unit #	Attendance	Owner Name Representative
4	4	Yes	Ani Ani Via Proxy to V J Ray

**CHAIRPERSON:** Jackie Li, Strata Manager, V J Ray Pty Ltd

Minutes of the meeting:

**1 MINUTES**

**RESOLVED** that the minutes of the last general meeting of the owners corporation be confirmed as a true record of the proceedings of that meeting.

**2 STRATA COMMITTEE**

**RESOLVED**

- (a) That the nominations for the strata committee be accepted.
- (b) That the number of members of the strata committee be determined at two (2) members.
- (c) That the names of the strata committee members be recorded as follows:

Lot	Name
(1)	Stephen Lawson
(4)	Ani Ani

**3 RESTRICTED MATTERS**

**RESOLVED** that, apart from those matters stated in the legislation, no other matter or class of matter should be determined by the resolution of the Owners Corporation at a general meeting.

**4 INSURANCES**

- (a) **RESOLVED** that the insurances in the attached schedule be confirmed and that the building be valued as at the renewal date of the policy in order to satisfy the Owners Corporation obligations under regulation 39.
- (b) **RESOLVED** that the strata manager obtain 3 quotations for the amount in that valuation according to the provisions of section 166 of the Act and those quotations be submitted to the Strata Committee for approval. If insufficient responses are received prior to the renewal date, the Strata Manager is instructed to renew with the current insurer.

**5 KEY FINANCIAL INFORMATION STATEMENT**

**RESOLVED** that the attached Key Financial Information Statement be adopted and that no additional auditing be undertaken.

**6 CAPITAL WORKS FUND PLAN**

- (a) **RESOLVED** that the Owners Corporation approves the 10-year capital works fund plan (as attached to the meeting notice) and according to the provisions of section 80 (4) (c) the source of funding for the proposed work in the plan shall be by way of the capital works fund levy decided in the Budget & Levies motion below, with any shortfall to be met by way of special levies to be raised as required.

It was also resolved that no update of the existing plan is required this year.

**7 ANNUAL FIRE SAFETY STATEMENT**

**RESOLVED** that no Annual Fire Safety Statement be completed for the strata scheme.

**8 CHILD WINDOW SAFETY LOCKS**

**RESOLVED** that no inspection of the required window safety devices be carried out this year. (note that this decision was contrary to the advice of the Strata Manager)

**9 WORK HEALTH SAFETY REPORT**

**RESOLVED** that no Work Health & Safety report be carried out for the strata scheme. (note that this decision was contrary to the advice of the Strata Manager)

**10 ASBESTOS REGISTER UPDATE**

**RESOLVED** that no Asbestos Register Update be completed for the strata scheme (note that this decision was contrary to the advice of the Strata Manager). In accordance with the WHS Act 2011 Part 8 a suitably qualified consultant is to be engaged to label Asbestos Containing Material and install a lockable wall mounted cabinet for the keeping of the onsite records, in the event these items are not already present.

**11 STRATA MANAGERS REPORT**

**RESOLVED** that the report from the Strata Manager on training services and commission be received.

**12 REIMBURSEMENT OF COSTS BY-LAW  
MOTION DEFEATED**

That a By-law be created stating the following  
REIMBURSEMENT OF COST BY-LAWS

That the Owners Corporation specially resolves pursuant to section 141 of the Strata Schemes Management Act 2015 to create an additional By-Law with the following terms:

A. In the event that an owner or occupier of a lot breaches a registered by-law in the strata plan, the Owners Corporation may: to the extent permitted by law, recover from the owner or occupier as a debt:

(a). The expenses incurred by the Owners Corporation arising out of or caused by a breach of by-laws, including expenses incurred rectifying, preventing, or attempting to rectify, restrain or prevent a breach, such as strata managing agent's and legal or administrative costs to:

- (1) issue a notice to comply with a by-law,
- (2) prepare an application for and attend mediation,
- (3) prepare an application for an order by a tribunal,
- (4) prepare an application for a penalty to be imposed,
- (5) Appear at the tribunal on behalf of the Owners Corporation.
- (6) Any costs incurred relating to action taken to remedy a breach of by-law.

(b). the expenses incurred by the Owners Corporation recovering any or all of the expenses and the costs of and related to the breach of by-laws, including legal costs and disbursements on an indemnity basis.

B. Nothing in this clause limits the rights of or the remedies available to the Owners Corporation on a breach of any by-law.

C. In addition to any other rights of the Owners Corporation under this by-law, the owners corporation may charge interest (in accordance with section 85 of the Strata Schemes Management Act 2015) on any amounts if not paid at the end of one month after they become due and payable by the owner under this by-law.

U.E. Votes Cast	0
U.E. For Motion	0
U.E. Against Motion	0

**13 FIRE SAFETY BY-LAW**

**RESOLVED by Special Resolution** that a by-law be created stating the following:

***Special By-Law - Preservation of Fire Safety***

**1. Introduction**

---

This by-law set outs fire safety rules you must follow and gives us the right to recover expenses, interest and recovery costs from you if you breach the by-law.

**2. Definitions**

---

In this by-law, unless the context or subject matter otherwise indicates or requires:

- 2.1 "by-laws" means any by-laws in force in respect of the strata scheme;
- 2.2 "demand" means a written demand from us to you;
- 2.3 "denial of access" means the failure or refusal by you to give us or a contractor engaged by us access to your lot when requested to by us to permit us to exercise any of our functions under the Strata Act or to undertake a fire

safety inspection or inspect, clean, maintain, repair or replace any fire safety device in your lot or on the common property in connection with your lot;

- 2.4 "**denial of access costs**" means any cost or expense incurred by us arising out of or as a result of a denial of access in breach of this by-law including additional call out fees charges by a contractor engaged by us;
- 2.5 "**expenses**" means any cost or expense incurred by us arising out of or as a result of your breach of this by-law including denial of access costs, false activation expenses, remedy expenses and repair costs;
- 2.6 "**false activation**" means the activation of a fire safety device in circumstances where there is no fire or other type of emergency which is likely to cause a risk, hazard or danger to the building or any person in the building by virtue of the incidence of smoke, heat or fire in the building;
- 2.7 "**false activation expenses**" means any cost or expense incurred by us arising out of or as a result of a false alarm caused by your breach of this by-law including charges imposed on us by Fire & Rescue NSW (such as charges for attending the building in response to a false alarm);
- 2.8 "**fire safety device**" means any device or item that enhances or promotes or is designed to enhance or promote fire safety and includes the items listed in the schedule to this by-law;
- 2.9 "**invitee**" includes a guest or contractor;
- 2.10 "**lot**" means a lot in the strata scheme;
- 2.11 "**occupier**" means a person in occupation of a lot and includes a tenant;
- 2.12 "**owner**" means an owner of a lot;
- 2.13 "**recovery costs**" means any cost or expense incurred by us in recovering from you any expenses or interest including strata managing agent's costs and legal costs on an indemnity basis;
- 2.14 "**remedy expenses**" means any cost or expense incurred by us remedying or attempting to remedy your breach of this by-law including consultant's costs and contractor's costs;
- 2.15 "**repair costs**" means any cost or expense we incur repairing damage to common property or replacing any item of common property including a fire safety device arising out of or as a result of your breach of this by-law;
- 2.16 "**Strata Act**" means the *Strata Schemes Management Act 2015*;
- 2.17 "**strata scheme**" means the strata scheme to which this by-law applies;
- 2.18 "**us**" or "**we**" means the owners corporation; and
- 2.19 "**you**" means an owner or occupier.

### **3. Preservation of Fire Safety**

---

- 3.1 You must not do anything on a lot or common property that is likely to affect the operation of a fire safety device in the building or to reduce the level of fire safety in the lots or common property.
- 3.2 If you are an owner, you must take all reasonable steps to ensure that the occupiers of your lot do not do anything on a lot or common property that is likely to affect the operation of a fire safety device in the building or to reduce the level of fire safety in the lots or common property.
- 3.3 You must take all reasonable steps to ensure that any of your invitees do not do anything on a lot or common property that is likely to affect the operation of a fire safety device in the building or to reduce the level of fire safety in the lots or common property.

### **4. Preservation of Fire Safety Devices**

---

- 4.1 You must not damage, tamper with or remove any fire safety device in a lot or on the common property.
- 4.2 If you are an owner, you must take all reasonable steps to ensure that the occupiers of your lot do not damage, tamper with or remove any fire safety device in a lot or on the common property.
- 4.3 You must take all reasonable steps to ensure that your invitees do not damage, tamper with or remove any fire safety device in a lot or on the common property.

### **5. Examples of Things Which Reduce Fire Safety**

---

For the purposes of this by-law, the things that are taken to affect the operation of a fire safety device in the building or to reduce the level of fire safety in the lots or common property include, but are not limited to:

- (i) removing or disconnecting lot entry door or fire door closers,
- (ii) painting over identification tags on any lot entry or fire doors and fire door frames,
- (iii) replacing the existing compliant door locks or installing other door locks on lot entry doors or fire doors,
- (iv) installing any item on or through any lot entry doors or fire doors that may compromise the fire safety compliance of the door,
- (v) installing peep-holes through any lot entry door or fire door unless approval has been granted by the owners corporation after submission by an owner or occupier of a lot of certification of tested fire compliance,
- (vi) installation of lockable security screens to fire doors,
- (vii) removing, disconnecting or otherwise interfering with the operation of any fire safety device,
- (viii) causing an obstruction of any fire egress path.

---

**6. Notice of Defects Which Reduce Fire Safety**

---

You must promptly notify the owners corporation of anything that is likely to affect the operation of a fire safety device in the building or to reduce the level of fire safety in the lots or common property including, but not limited to, damage to, a defect in, or the failure or malfunction of, any fire safety device.

---

**7. False Activation of Fire Safety Devices**

---

- 7.1 You must not do anything on a lot or common property that is likely to cause a false activation.
- 7.2 If you are an owner, you must take all reasonable steps to ensure that the occupiers of your lot do not do anything on a lot or common property that is likely to cause a false activation.
- 7.3 You must take all reasonable steps to ensure that your invitees do not do anything on a lot or common property that is likely to cause a false activation.

---

**8. Denial of Access for Fire Safety Inspections**

---

- 8.1 You must not cause a denial of access.
- 8.2 If you are an owner, you must take all reasonable steps to ensure that the occupiers of your lot do not cause a denial of access.

---

**9. Payment of Expenses**

---

If you breach this by-law, you are liable to pay or reimburse us for any expenses on demand.

---

**10. Interest on Expenses**

---

If any expenses are not paid by you at the end of one month after they become due and payable, the expenses bear until paid simple interest at the same annual rate as applies to interest on overdue contributions levied by us (currently an annual rate of 10 per cent).

---

**11. Payment of Recovery Costs**

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You are liable to pay or reimburse us for any recovery costs on demand.

---

**12. Recovery of Expenses, Interest, Etc**

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We may recover from you as a debt any:

- (a) expenses;
- (b) interest; and
- (c) recovery costs;

for which you are liable.

---

**13. Mode of Recovery of Expenses, Interest, Etc**

---

If you are an owner, we may include reference to any expenses, interest or recovery costs for which you are liable on:

- (a) your account with us;
- (b) levy notices served on you; and
- (c) certificates issued under section 184 of the Strata Act in respect of your lot;

for the purpose of recovering from you as a debt any of those amounts.

#### **14. Appropriation of Payments**

---

We may appropriate any payments you make to us towards expenses, interest and recovery costs in any manner we deem fit.

#### **15. Sale of Lot**

---

If a person becomes an owner of a lot at a time when, under this by-law, a former owner is liable to pay any expenses, interest or recovery costs to us, the person who becomes owner is jointly and severally liable with the former owner to pay those amounts to us.

#### **Schedule - Fire Safety Devices**

For the purposes of this by-law, a fire safety device includes, but is not limited to:

Access panels, doors and hoppers to fire-resisting shafts  
Automatic fail-safe devices  
Automatic fire detection and alarm systems  
Automatic fire suppression systems  
Emergency lifts  
Emergency lighting  
Emergency warning and intercommunication systems  
Exit signs  
Fire control centres and rooms  
Fire dampers  
Fire doors  
Fire hydrant systems  
Fire seals protecting openings in fire-resisting components of the building  
Fire shutters  
Fire windows  
Hose reel systems  
Mechanical air handling systems  
Perimeter vehicle access for emergency vehicles  
Portable fire extinguishers  
Safety curtains  
Smoke alarms and heat alarms  
Smoke and heat vents  
Smoke dampers  
Smoke detectors and heat detectors  
Smoke doors  
Solid core doors  
Standby power systems  
Wall or floor wetting sprinkler and drencher systems  
Warning and operational signs

U.E. Votes Cast	0
U.E. For Motion	0
U.E. Against Motion	0

#### **14 RESPONSIBILITY FOR TENANTS & INVITEES BY-LAW MOTION DEFEATED**

That a by-law be created stating the following:

#### ***Special By-Law - Responsibility of Tenants & Invitees***

##### **1. Introduction**

---

This by-law imposes on the owner of a lot a duty to take all reasonable steps to ensure that the occupiers and lessees of the lot and the invitees of the owner comply with the by-laws. This by-law also imposes on the occupier and lessee of a lot a duty to take all reasonable steps to ensure that the invitees of the occupier and lessee comply with the by-laws.

##### **2. Definitions**

---



In this by-law:

"**by-laws**" means the by-laws applicable to the strata scheme from time to time;

"**invitee**" includes a guest, visitor or contractor of an owner or occupier;

"**lessee**" includes a tenant of a lot;

"**lot**" means any lot in the strata scheme;

"**occupier**" means any person in occupation of a lot;

"**owner**" means an owner of a lot;

"**strata scheme**" means the strata scheme to which this by-law applies.

### **3. Owners Responsible for Tenants**

---

- (1) An owner of a lot must take all reasonable steps to ensure that any occupier or lessee of the lot complies with the by-laws.
- (2) An owner of a lot must also take all reasonable steps available to the owner against any occupier or lessee of the lot including action under any lease, residential tenancy agreement or licence agreement in respect of the lot to ensure that the occupier or lessee of the lot complies with the by-laws.

### **4. Owners Responsible for Invitees**

---

- (1) An owner of a lot must take all reasonable steps to ensure that any invitee of the owner complies with the by-laws when on a lot or the common property.
- (2) An owner of a lot must take all reasonable steps to ensure that any invitee of the owner who does not comply with any of the by-laws when on a lot or the common property leaves the strata scheme as soon as possible.

### **5. Occupiers Responsible for Invitees**

---

- (1) An occupier or lessee of a lot must take all reasonable steps to ensure that any invitee of the occupier or lessee complies with the by-laws when on a lot or the common property.
- (2) An occupier or lessee of a lot must take all reasonable steps to ensure that any invitee of the occupier or lessee who does not comply with any of the by-laws when on a lot or the common property leaves the strata scheme as soon as possible.

U.E. Votes Cast	0
U.E. For Motion	0
U.E. Against Motion	0

## **15 SPECIAL BY-LAW RENOVATIONS MOTION DEFEATED**

The Owners Corporation SPECIALLY RESOLVES pursuant to section 141 of the Strata Schemes Management Act 2015 THAT an additional by-law be made, Special By-law - Renovations - on the terms set out below or which are attached to the notice of this meeting, and that notification of the by-law be lodged for registration at the Registrar - General's Office.  
SPECIAL RESOLUTION REQUIRED:

### **SPECIAL BY-LAW FOR RENOVATIONS**

#### **1. Introduction**

1.1 This by-law sets out the rules you must follow if you intend to carry out renovations to a common area in the building in connection with your apartment, or to your apartment, including minor renovations and major renovations.

1.2 This by-law also sets out rules you must follow in connection with renovations already done to a common area in the building in connection with your apartment before this by-law including minor renovations and major renovations which have already been completed.

#### **2. Definitions & Interpretation**

2.1 In this by-law, unless the context or subject matter otherwise indicates or requires:

- (a) "Act" means the Strata Schemes Management Act 2015,
- (b) "apartment" means a lot in the strata scheme,
- (c) "annexure" means the annexure to this by-law,
- (d) "building" means the building in the strata scheme in which your apartment is located,
- (e) "common area" means the common property in the strata scheme,
- (f) "cosmetic work" means cosmetic work for the purposes of section 109 of the Act and any by-law that specifies additional work that is to be cosmetic work for the purposes of section 109 of the Act,
- (g) "existing renovations" means the renovations undertaken by previous or current owners to common areas in the building

in connection with apartments before this bylaw without the consent of the owners corporation,  
(h) "major renovations" means any work to an apartment or a common area in the building in connection with your apartment for the following purposes:

(i) work involving structural changes such as the removal of the whole or part of a load bearing wall,  
(ii) work that changes the external appearance of your apartment, including the installation of an external access ramp, awning, pergola or vergola or installation of a new window in a boundary wall of your apartment,  
(iii) work involving waterproofing such as a bathroom renovation involving the laying of a new waterproof membrane,  
(iv) work for which consent or another approval is required under any other Act such as development consent of the local council under the Environmental Planning and Assessment Act 1979, but cannot include cosmetic work or minor renovations,  
(i) "minor renovations" means any work to a common area in the building in connection with your apartment for the following purposes:

(i) renovating a kitchen,  
(ii) renovating a bathroom in a manner that does not involve waterproofing,  
(iii) renovating any other room in your apartment in a manner that does not involve waterproofing or structural changes,  
(iv) changing recessed light fittings,  
(v) removing carpet or other soft floor coverings to expose underlying wooden or other hard floors,  
(vi) installing or replacing wood or other hard floors,  
(vii) installing or replacing wiring or cabling or power or access points,  
(viii) installing or replacing pipes and ducts,  
(ix) work involving reconfiguring walls in a manner that does not involve structural changes,  
(x) installing a rainwater tank,  
(xi) installing a clothesline,  
(xii) installing a reverse cycle split system air conditioner or a ducted air conditioning system,  
(xiii) installing double or triple glazed windows,  
(xiv) installing a heat pump or hot water service or a gas or oil heater,  
(xv) installing ceiling insulation,  
(xvi) installing an aerial or antenna,  
(xvii) installing a satellite dish with a diameter no greater than 1.5 metres,  
(xviii) installing a skylight, whirlybird, ventilation or exhaust fan or solar panels in or on a roof directly above your apartment, but cannot include cosmetic work or major renovations or work that is authorised by a by-law made under section 108 of the Act or a common property rights by-law,

(i) "renovations" means minor renovations or major renovations,  
(j) "strata scheme" means the strata scheme to which this by-law applies,  
(k) "you" means an owner of an apartment and includes your successors in title.

2.2 In this by-law, unless the context or subject matter otherwise indicates or requires:

(a) headings have been inserted for guidance only and do not affect the interpretation of this by-law,  
(b) references to any legislation include any legislation amending, consolidating or replacing the same, and all by-laws, ordinances, proclamations, regulations, rules and other authorities made under them,  
(c) words importing the singular number include the plural and vice versa,  
(d) where any word or phrase is given a definite meaning any part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning,  
(e) if any provision of this by-law is invalid or void, that provision will be read down, ignored or severed so far as is possible in order to uphold the validity and enforceability of the remaining provisions of this by-law,  
(f) any expression used in this by-law and which is defined in the Act will have the same meaning as that expression has in that Act unless a contrary intention is expressed in this by-law, and  
(g) if there is any inconsistency between this by-law and any other by-law applicable to the strata scheme, then the provisions of this by-law will prevail to the extent of that inconsistency.

### **3. Renovations Approval Process**

#### **3.1 Renovations Require Approval**

You must not carry out, or permit anyone else to carry out, renovations without the prior written approval of the owners corporation.

#### **3.2 The Approval Process**

3.2.1 If you wish to carry out renovations you must make an application to the owners corporation in order to seek its approval of the renovations.

3.2.2 The application must be in writing and sent to the strata managing agent of the owners corporation or, if there is no strata managing agent, to the secretary of the owners corporation.

3.2.3 Your application must contain:

(a) your name, address and telephone number,  
(b) your apartment and lot number,  
(c) details of the renovations,  
(d) drawings, plans and specifications for the renovations,  
(e) an estimate of the duration and times of the renovations,  
(f) details of the persons carrying out the renovations including the name, licence number, qualifications and telephone number of those persons,  
(g) details of arrangements to manage any resulting rubbish or debris arising from the renovations.

3.2.4 Your application must also contain a motion and by-law generally in the form set out in the annexure (with the blanks appropriately completed) and your written consent to that by-law if the renovations are major renovations and will involve alterations or additions to a common area.

3.2.5 The owners corporation may request further information to supplement the information contained in your application but it must not act unreasonably when doing so.

3.2.6 The owners corporation may engage a consultant to assist it review your application.

3.2.7 The owners corporation may:

(a) approve your application either with or without conditions, or

(b) withhold approval of your application (but it must not act unreasonably when doing so).

3.2.8 If your major renovations will involve alterations or additions to a common area, and the owners corporation approves your application, the owners corporation must do so by passing a special resolution at a general meeting to approve the motion and by-law submitted with

your application (or a substantially similar motion and by-law).

3.2.9 You must comply with any conditions which the owners corporation issues as part of its approval and the conditions contained in this by-law.

#### **4. Conditions for Renovations**

##### **4.1 Before the Renovations**

4.1.1 Before commencing the renovations, you must:

(a) Prior Notice

give the owners corporation at least 14 days' written notice. Your written notice must include the estimated start date of the renovations and the estimated end date of the renovations,

(b) Local Council Approval

(in the case of major renovations) if required by law, obtain a complying development certificate for or development consent of the local council to the major renovations and a construction certificate for the major renovations, and give copies of them to the owners corporation,

(c) Contractor's Licence and Insurance Details

give the owners corporation a copy of a certificate or other document demonstrating that the contractor who will carry out the renovations holds a current:

(i) licence,

(ii) all risk insurance policy which must include public liability cover in the sum of \$10,000,000.00,

(iii) workers compensation insurance policy, and

(iv) home building compensation fund insurance policy under the Home Building Act 1989 for the renovations (if required by law),

(d) Engineer's Report

if requested to by the owners corporation, give the owners corporation a report from a structural engineer addressed to the owners corporation certifying that the renovations will not have a detrimental affect on the structural integrity of the building or any part of it,

(e) Acoustic Consultant's Report

if the renovations will involve changes to the floor coverings in your apartment (apart from floor coverings in a laundry, lavatory or bathroom) by, for example, installing or replacing wood or other hard floors, if requested to by the owners corporation, give the owners corporation a report from an acoustic consultant certifying the acoustic properties of the new floor coverings,

(f) Dilapidation Report

if requested to by the owners corporation, give the owners corporation a dilapidation report (which must include photographs) concerning the areas of the building the owners corporation requires to be included in that report,

(g) Bond

if requested to by the owners corporation, pay a bond to the owners corporation in the sum of \$10,000 or such other amount determined from time to time by the owners corporation,

(h) Costs

pay the reasonable costs of the owners corporation incurred in connection with considering or approving your application for renovations including any consultant's costs.

4.1.2 If you have not complied with any of the conditions set out in clause 4.1.1 you must not begin the renovations and if you have already begun the renovations you must immediately stop them.

##### **4.2 During the Renovations**

During the renovations you must:

(a) Standard of Workmanship

ensure the renovations are carried out in a competent and proper manner by appropriately qualified and licensed contractors utilising only first quality materials which are good and suitable for the purpose for which they are used,

(b) Quality of Renovations

make certain the renovations are completed in accordance with any specifications for them and comply with the Building Code of Australia and any applicable Australian Standard (in the event of a conflict, the Building Code of Australia shall prevail),

(c) Time for Completion of Renovations

make sure the renovations are carried out with due diligence and are completed as soon as practicable from the date of commencement,

(d) Times for Renovations

ensure that the renovations are only carried out between the hours of 8.00am - 5.00pm on Monday - Friday and 9.00am - 3.00pm on Saturdays (not including public holidays) and are not carried out any other times,

(e) Times for Operation of Noisy Equipment

make sure that percussion tools and noisy equipment such as jack hammers and tile cutters are only used between 10.00am - 3.00pm and that at least 72 hours notice is given to the occupiers of the other apartments in the building by a sign prominently displayed on the

noticeboard before the use of any such tools and equipment,

(f) Appearance of Renovations

ensure the renovations are carried out and completed in a manner which is in keeping with the rest of the building,

(g) Supervision of Renovations

ensure that the renovations are adequately supervised and that the common areas are inspected by the supervisor on a daily basis to ensure that the conditions of this by-law are complied with,

(h) Noise During Renovations

ensure the renovations and your contractors do not create any excessive noise in your apartment or in a common area that is likely to interfere with the peaceful enjoyment of the occupier of another apartment or of any person lawfully using a common area,

(i) Transportation of Construction Equipment

ensure that all construction materials and equipment are transported in accordance with any manner reasonably directed by the owners corporation and in a manner that does not cause damage to the building,

(j) Debris

ensure that any debris and rubbish associated with or generated by the renovations is removed from the building strictly in accordance with the reasonable directions of the owners corporation.

(k) Storage of Building Materials on Common Areas

make sure that no building materials are stored in a common area,

(l) Protection of Building

protect all areas of the building outside your apartment which are affected by the renovations from damage, the entry of water or rain and from dirt, dust and debris relating to the major renovations and ensure that all common areas, especially the walls, floors and lift leading to

your apartment, are protected by covers and mats when transporting furniture, construction materials, equipment and debris through the building,

(m) Building Integrity

keep all areas of the building affected by the renovations structurally sound during the renovations and make sure that any holes or penetrations made during the renovations are adequately sealed and waterproofed and, if necessary, fireproofed,

(n) Daily Cleaning

clean any part of the common areas affected by the renovations on a daily basis and keep all of those common areas clean, neat and tidy during the renovations,

(o) Interruption to Services

minimise any disruption to services in the building and give the occupiers of the other apartments in the building at least 72 hours prior notice of any planned interruption to the services in the building such as water, electricity and television by a sign prominently displayed on the noticeboard before any such disruption,

(p) Access

give the owners corporation's nominee (which may be its consultant) access to your apartment to inspect (and, if applicable, supervise) the renovations on reasonable notice,

(q) Vehicles

ensure that no contractor's vehicles obstruct the common areas including any driveway areas and passing bay other than on a temporary and non-recurring basis when delivering or removing materials or equipment and then only for such time as is reasonably necessary,

(r) Security

ensure that the security of the building is not compromised and that no external doors of the building are left open and unattended or left open for longer than is reasonably necessary during the renovations,

(s) Variation to renovations

not vary the renovations without obtaining the prior written approval of the owners corporation,

(t) Costs of renovations

pay all costs associated with the renovations including any costs incurred by the owners corporation engaging a consultant to inspect or supervise the renovations.

#### 4.3 After the Renovations

After the renovations have been completed, you must:

(a) Notify the Owners Corporation

promptly notify the owners corporation that the renovations have been completed,

(b) Access

give the owners corporation's nominee (which may be its consultant) access to your apartment to inspect the renovations on reasonable notice,

(c) Obtain Planning Certificates

if required by law, obtain all requisite certificates issued under Part 4A of the Environmental Planning and Assessment Act 1979 approving the renovations and the occupation of your apartment (such as a compliance certificate and an occupation certificate) and give copies of them

to the owners corporation,

(d) Restore the Common Areas

restore all common areas damaged by the major renovations as nearly as possible to the state which they were in immediately prior to commencement of the renovations,

(e) Engineer's Report

if required by the owners corporation, give the owners corporation a report from a duly qualified structural engineer addressed to the owners corporation certifying that the renovations have been completed in a manner that will not detrimentally affect the structural integrity of the building or any part of it,

(f) Expert's Report

if required by the owners corporation, give the owners corporation a report from a duly qualified building consultant or expert addressed to the owners corporation certifying that the renovations have been completed in a manner that complies with the Building Code of Australia and any applicable Australian Standards,

(g) Acoustic Consultant's Report

if the renovations involved changes to the floor coverings of your apartment (apart from floor coverings in a laundry, lavatory or bathroom), if required by the owners corporation, give the owners corporation a report from an acoustic consultant

certifying the acoustic properties of any new floor coverings.

#### 4.4 Enduring Obligations

You must:

(a) Maintenance of Apartment Renovations

properly maintain the renovations to your apartment and keep them in a state of good and serviceable repair and, where necessary, renew or replace any part of those renovations,

(b) Maintenance of Minor Renovations

properly maintain the minor renovations and keep them in a reasonable state of good and serviceable repair and, where necessary, renew or replace any part of those minor renovations,

(c) Repair Damage

repair any damage caused to another apartment or the common areas by the carrying out of the renovations in a competent and proper manner,

(d) Prevent Excessive Noise

ensure that any equipment forming part of the renovations does not create or generate any heat, noise or vibrations that are likely to interfere with the peaceful enjoyment of the occupier of another apartment or of any person lawfully using a common area,

(e) Flooring

if the renovations involved changes to the floor coverings of your apartment, ensure that the new floor coverings are covered or otherwise treated to an extent sufficient to prevent the transmission from the floor coverings of noise likely to disturb the peaceful enjoyment of the owner or occupier of another apartment (apart from floor coverings in a laundry, lavatory or bathroom),

(f) Indemnity

indemnify and keep indemnified the owners corporation against all actions, proceedings, claims, demands, costs, damages and expenses which may be incurred by or brought or made against the owners corporation arising out of the renovations or the altered state or use of any of the common areas arising from the renovations or your breach of this by-law,

(g) Insurance

if required by the owners corporation, make, or permit the owners corporation to make on your behalf, any insurance claim concerning or arising from the renovations, and use the proceeds of any insurance payment made as a result of an insurance claim to complete the renovations or repair any damage to the building caused by the renovations,

(h) Comply with the Law

comply with all statutes, by-laws, regulations, rules and other laws for the time being in force and which are applicable to the renovations and the requirements of the local council concerning the renovations (for example, the conditions of the local council's approval of the major renovations, a notice or order issued by the local council or fire safety laws).

#### 5. Bond

The owners corporation shall be entitled to apply the bond paid by you under the conditions of this bylaw, or any part of it, towards the costs of the owners corporation incurred:

(a) repairing any damage caused to a common area or any other apartment during or as a result of the renovations, or

(b) cleaning any part of the common area as a result of the renovations,

and the owners corporation must refund the bond, or the remaining balance of it, when you notify the owners corporation that the renovations have been completed and the owners corporation is reasonably satisfied that you have complied with the conditions of this by-law.

#### 6. Breach of this By-Law

6.1 If you breach any condition of this by-law and fail to rectify that breach within 14 days of service of a written notice from the owners corporation requiring rectification of that breach (or such other period as is specified in the notice), then the owners corporation may:

(a) rectify the breach,

(b) enter on any part of the building including your apartment, by its agents, employees or contractors, in accordance with the Act for the purpose of rectifying the breach, and

(c) recover as a debt due from you the costs of the rectification and the expenses of the owners corporation incurred in recovering those costs including legal costs on an indemnity basis.

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

#### 7. Common Property Rights By-Law

7.1 Nothing in this by-law detracts from or alters any obligation that arises under sections 108 or 143 of the Act for or in relation to your major renovations.

7.2 Nothing in this by-law prevents the owners corporation from requiring, as a condition of approval for your major renovations or otherwise, a separate by-law to be made under section 108 or 143 of the Act for your major renovations in accordance with clause 3.2.8.

#### 8. Strata Committee Approvals

The strata committee may approve minor renovations under this by-law. To avoid doubt, the owners corporation delegates its functions under section 110 of the Act to the strata committee.

#### 9. Specification of Additional Minor Renovations

To avoid doubt, this by-law specifies additional work that is to be a minor renovation for the purposes of section 110 of the Act.

#### 10. Existing Renovations

10.1 The owners corporation grants you the special privilege to retain the existing renovations undertaken to a common area in connection with your apartment.

10.2 You must comply with the conditions set out in clause 4.4 of this by-law in relation to any existing renovations undertaken to a common area in connection with your apartment.

10.3 To avoid doubt, you must properly maintain and keep in a state of good and serviceable repair any existing renovations undertaken to a common area in connection with your apartment and, where necessary, renew or replace the whole or any part of those existing renovations.

**ANNEXURE**

**MOTION AND BY-LAW FOR MAJOR RENOVATIONS**

That the owners corporation specially resolves pursuant to sections 108 and 143 of the Strata Schemes Management Act 2015 to authorise the owner of the lot specified in the special by-law set out below to carry out the alterations and additions to that lot and the common property described in that special by-law on the conditions of that special by-law (including the condition that the owner is responsible for the maintenance, upkeep and repair of those alterations and additions and the common property occupied by them) and to add to the by-laws applicable to the strata scheme by making that special by-law:

**Special By-Law No. - Major Renovations and Building Works (Lot .)**

1. Introduction

This by-law gives the Owner the right to carry out the Major Renovations on the conditions of the Major Renovations By-Law and this by-law.

2. Definitions

In this by-law:

"Lot" means Lot ..... in the Strata Scheme;

"Owner" means the owner for the time being of the Lot (being the current owner and all successors);

"Plans" means the plans/drawings prepared by ..... and dated ..... attached to this by-law;

"Major Renovations" means the alterations and additions to the Lot and common property described and shown in the Plans being .....

"Renovations By-Law" means Special By-Law No. 1 - Renovations as amended from time to time;

"Strata Scheme" means the strata scheme to which this by-law applies.

3. Authorisation for Major Renovations

The Owners Corporation grants the Owner:

- (a) the authority to carry out the Major Renovations strictly in accordance with the Plan
- (b) the special privilege to, at the Owner's cost, carry out the Major Renovations to the common property strictly in accordance with the Plans; and
- (c) the exclusive use and enjoyment of the common property to be occupied by the Major Renovations; on the conditions of this by-law.

4. Conditions

- 4.1 The Renovations By-Law will apply to the Major Renovations.
- 4.2 The Owner must, at the Owner's cost, comply with the conditions specified in the Renovations By-Law with respect to the Major Renovations.
- 4.3 The Owner must also, at the Owner's cost, properly maintain and keep in a state of good and serviceable repair the Major Renovations and the common property occupied by the Major Renovations and, where necessary, renew or replace any fixtures of fittings comprised in those Major Renovations and that common property.
- 4.4 The Owners Corporation may exercise any of the functions conferred on it under the Renovations By-Law with respect to the Major Renovations.
- 4.5 The Owner must pay the reasonable costs of the owners corporation incurred in connection with approving and registering this by-law.
- 4.6. For the avoidance of doubt, this by-law operates as the approval of the owners corporation of the Major Renovations for the purposes of the Renovations By-law.

U.E. Votes Cast	0
U.E. For Motion	0
U.E. Against Motion	0

**16 RENOVATIONS  
MOTION DEFEATED**

The Owners Corporation SPECIALLY RESOLVES pursuant to Section 106 (3) of the Strata Schemes Management Act 2015 THAT:

(a) it is inappropriate for the owners corporation to maintain, renew, replace or repair any renovations carried out in accordance with or referred to in Special By-Law - Renovations; and

(b) in the light of the obligations imposed on owners in that by-law to maintain, renew, replace or repair any such renovations done by them, its decision will not affect the safety of any building, structure or common area in the strata scheme or detract from the appearance of any property in the strata scheme.

**SPECIAL RESOLUTION REQUIRED.**

U.E. Votes Cast	0
U.E. For Motion	0
U.E. Against Motion	0

## **17 REPEAL BY-LAW MINOR RENOVATIONS**

### **MOTION DEFEATED**

That the Owners Corporation **SPECIALLY RESOLVES**, pursuant to Section 141 of the Strata Schemes Management Act, 2015, to repeal the special by-law for Minor Renovations (Section 110).

U.E. Votes Cast	0
U.E. For Motion	0
U.E. Against Motion	0

## **18 BUDGET & LEVIES**

**RESOLVED** that the Owners Corporation

(a) Adopt the budget (including any amendments) as per the copy attached to the minutes, and its 10-year Capital Works Fund Plan and,

(b) In accordance with Section 81 of the Act, the Owners Corporation determines that the following amounts be levied in order to collect the amounts estimated in the budget and Capital Works Fund Plan:

Administrative Fund	\$17,863.00
Capital Works Fund	\$2,022.00

The levies are to be due in 4 equal instalments with the first instalment due on 01/01/2021 and subsequent levy instalments due on 01/04/2021, 01/07/2021, 01/10/2021

## **19 SPECIAL LEVY - INSURANCE**

**RESOLVED** that no special levy to fund the insurance premium be struck at this stage.

## **20 DEBT COLLECTION**

**RESOLVED** that the Owners Corporation

(a) Authorises the strata managing agent and/or the strata committee to give instructions for whatever action is considered necessary to collect unpaid contributions, interest and expenses of the Owners Corporation pursuant to Strata Schemes Management Act 2015.

(b) Any action can be taken at any time without reference to any other action, and without having to follow any particular order.

(c) Any action considered necessary to collect unpaid contributions, interest and expenses may include, but is not limited to, the following;

i) Various reminder notices or any statutory Notice of Recovery Action issued by the Strata Manager, Mercantile Agent or Solicitor.

ii) Retaining any Mercantile Agent, Solicitor, Barrister or other expert as appropriate, to take action to facilitate the collection of the debt.

iii) Commencing appropriate proceedings in the Tribunal or any court of competent jurisdiction.

iv) Issuing a Statutory Notice of Recovery Action, Statement of Claim, Judgment, Writ of Execution, Garnishee, Examination Notice, Examination Order, Bankruptcy Notice, Creditors Petition, Statutory Demand, Winding up Application, Notice of Discontinuance, Consent to Set Aside Judgment and any other available action.

v) Making all necessary enquiries to locate owners and ascertain how to best recover unpaid levies, interest and expenses.

vi) Appearing in any Tribunal or court proceedings including but not limited to Instalment Orders, Applications to Set Aside Judgment, Pre-trial Reviews, Defences, Cross Claims, Appeals and any other actions.

vii) Liaising, instructing and preparing documentation whenever necessary.

## **21 PAYMENT PLANS**

**RESOLVED** that the Owners Corporation not automatically enter into any formal payment plan under Section 85 (5) without a general meeting being held to formally approve such plan on an individual basis.

## **22 BUILDING DEFECTS**

**RESOLVED** that there are no building defects that require attention at this stage. (other than any work that may be currently being dealt with by the Owners Corporation)

## **23 AGENCY AGREEMENT**

**RESOLVED** that the Owners Corporation reappoint VJ Ray Pty Ltd (Agent) as strata managing agent on the terms and conditions set out in the proposed strata management agency agreement (Agreement) tabled at the 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 services as defined in the Agreement;

with effect from the date shown in the Agreement and for the term shown in the Agreement, 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 the following owners to execute the agreement on behalf of the Owners Corporation electronically via DocuSign

1. Unit 4 Ani Ani

CLOSURE: There being no further business, the chairperson declared the meeting closed at 05:30 PM.



## Approved Budget to apply from 01/10/2020

The Owners--Strata Plan 8687

28 Macdonald Street, LAKEMBA NSW 2195

### Administrative Fund

**Approved  
budget**

**Revenue**

Levies Due--Admin	17,863.00
<i>Total revenue</i>	17,863.00

**Less expenses**

Admin--Agent Disbursements	970.00
Admin--Management Fees--Standard	3,048.00
Admin--Occupational Health & Safety	90.00
Admin--Tax Return Fee	130.00
Cleaning & Lawns	1,800.00
Electrical Repairs	500.00
Electricity	600.00
General Repairs	500.00
Glass	300.00
Insurance--Premiums	4,200.00
Insurance--Valuation	220.00
Pest Control	300.00
Plumbing	500.00
Water Consumption	2,705.00
<i>Total expenses</i>	15,863.00

**Surplus/Deficit**

Opening balance	(77.96)
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**Closing balance**

\$1,922.04

Total units of entitlement	1000
Levy contribution per unit entitlement	\$17.86

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

Levies Due--Capital Works 2,022.00

*Total revenue* 2,022.00**Surplus/Deficit**

2,022.00

Opening balance 37,526.83

**Closing balance**

\$39,548.83

Total units of entitlement 1000

Levy contribution per unit entitlement \$2.02



Strata Managers, Valuers, Real Estate Agents  
8 Anglo Road Camperie  
18 President Avenue Carrngbah

V J Ray Pty Ltd ABN 16 000 397 973



Phone: 1300 073 405  
Fax: 9767 2952  
email: vjray@vjray.com.au  
PO Box 369 Camperie NSW 2194

## Approved Levy Posting for The Owners--Strata Plan 8687 ABN 88845918510

**First instalment due date:** 01/01/2021

**Discount:** Nil

**Instalment frequency:** Quarterly

**Group:** General

**Number of instalments:** 4

**Entitlement set:** Levy

**Description:** Quarterly Admin/Capital  
Works Levy

**Levy determination date:** 09/11/2020

Lot No.	Unit No.	Unit Entitlement	Administrative Fund	Capital Works Fund	Total
1	1	120.00	2,143.60	242.80	2,386.40
2	2	137.00	2,447.40	277.00	2,724.40
3	3	124.00	2,215.00	250.80	2,465.80
4	4	124.00	2,215.00	250.80	2,465.80
5	5	112.00	2,000.80	226.60	2,227.40
6	6	125.00	2,233.00	252.80	2,485.80
7	7	134.00	2,393.80	271.00	2,664.80
8	8	124.00	2,215.00	250.80	2,465.80
<b>Totals</b>		1,000.00	\$17,863.60	\$2,022.60	\$19,886.20
<b>GST included in amounts to be raised</b>			\$0.00	\$0.00	\$0.00
<b>Amount to be raised per unit of entitlement</b>			\$17.86	\$2.02	\$19.89

## MINUTES OF AN ANNUAL GENERAL MEETING THE OWNERS - STRATA PLAN 8687

28 Macdonald Street, LAKEMBA NSW 2195

**DATE & TIME OF MEETING:** An Annual General Meeting of The Owners - Strata Plan 8687 was held on 08/11/2021 commenced at 05:00 PM.

**VENUE:** By Teleconference: Dial 1300 254 410

### PRESENT:

Lot #	Unit #	Attendance	Owner Name Representative
1	1	Yes	Stephen John Lawson

**CHAIRPERSON:** Jackie Li, Strata Manager, V J Ray Pty Ltd

Minutes of the meeting:

### 1 MINUTES

**RESOLVED** that the minutes of the last general meeting of the owners corporation be confirmed as a true record of the proceedings of that meeting.

### 2 STRATA COMMITTEE

#### RESOLVED

- (a) That the nominations for the strata committee be accepted
  - (b) That the number of members of the strata committee be determined at 1
  - (c) That the names of the strata committee members be recorded as follows
- | Lot | Name           |
|-----|----------------|
| (1) | Stephen Lawson |

### 3 RESTRICTED MATTERS

**RESOLVED** that, apart from those matters stated in the legislation, no other matter or class of matter should be determined by the resolution of the Owners Corporation at a general meeting.

### 4 INSURANCES

- (a) **RESOLVED** that the insurances in the attached schedule be confirmed and that the building be valued as at the renewal date of the policy in order to satisfy the Owners Corporation obligations under regulation 39.
- (b) **RESOLVED** that the strata manager obtain 3 quotations for the amount in that valuation according to the provisions of section 166 of the Act and those quotations be submitted to the Strata Committee for approval. If insufficient responses are received prior to the renewal date, the Strata Manager is instructed to renew with the current insurer.

### 5 KEY FINANCIAL INFORMATION STATEMENT

**RESOLVED** that the attached Key Financial Information Statement be adopted and that no additional auditing be undertaken.

### 6 CAPITAL WORKS FUND PLAN

- (a) **RESOLVED** that the Owners Corporation approves the 10-year capital works fund plan (as attached to the meeting notice) and according to the provisions of section 80 (4) (c) the source of funding for the proposed work in the plan shall be by way of the capital works fund levy decided in the Budget & Levies motion below, with any shortfall to be met by way of special levies to be raised as required.

It was also resolved that no update of the existing plan is required this year.

### 7 CHILD WINDOW SAFETY LOCKS

- RESOLVED** that, as window safety devices have already been fitted, the Owners Corporation
- (c) Engage a suitably qualified consultant to inspect all required window safety devices and provide a report, including any required corrective actions, with the report to be submitted to the Strata Committee to determine what action, if any, is required.
- (d) Delegate the Strata Manager to carry out the above pursuant to the Agency Agreement additional duties schedule.

Note: To be completed in 2022

## 8 WORK HEALTH SAFETY REPORT

**RESOLVED** that no Work Health & Safety report be carried out for the strata scheme. (note that this decision was contrary to the advice of the Strata Manager)

## 9 ASBESTOS REGISTER UPDATE

**RESOLVED** that no Asbestos Register Update be completed for the strata scheme (note that this decision was contrary to the advice of the Strata Manager). In accordance with the WHS Act 2011 Part 8 a suitably qualified consultant is to be engaged to label Asbestos Containing Material and install a lockable wall mounted cabinet for the keeping of the onsite records, in the event these items are not already present.

## 10 STRATA MANAGERS REPORT

**RESOLVED** that the report from the Strata Manager on training services and commission be received.

## 11 KEEPING OF ANIMALS BY-LAW MOTION DEFEATED

That the owners corporation pursuant to section 141 of the Strata Schemes Management Act 2015 to repeal the existing by-laws for the keeping of animals and to adopt a new by-law for the keeping of animals, By-Law - Keeping of Animals, in the terms set out below and to lodge notification of the changes to the by-law and a consolidated set of all existing by-laws for registration at NSW Land Registry Services.

### Special By-Law - Keeping of Animals

#### 1. Introduction

This by-law sets out rules concerning the keeping of animals in the building. You must comply with this by-law.

#### 2. Definitions

2.1 In this by-law, unless the context or subject matter otherwise indicates or requires:

- (a) "**Act**" means the *Strata Schemes Management Act 2015*;
- (b) "**aquarium**" means an aquarium not exceeding 200 litres capacity;
- (c) "**building**" means the building in the strata scheme;
- (d) "**common property**" means the common property in the strata scheme including the common property inside and outside the building;
- (e) "**dangerous dog**" means a dog that is dangerous or menacing within the meaning of the *Companion Animals Act 1998* and any regulations made under that Act;
- (f) "**lot**" means a lot in the strata scheme;
- (g) "**occupier**" means an occupier of a lot;
- (h) "**owner**" means an owner of a lot;
- (i) "**owners corporation**" means the owners corporation of the strata scheme;
- (j) "**strata committee**" means the strata committee of the owners corporation;
- (k) "**strata scheme**" means the strata scheme to which this by-law applies; and
- (l) "**you**" means an owner or occupier.

2.2 In this by-law, unless the context or subject matter otherwise indicates or requires:

- (a) headings have been inserted for guidance only and do not affect the interpretation of this by-law;
- (b) references to any legislation include any legislation amending, consolidating or replacing the same, and all by-laws, ordinances, proclamations, regulations, rules and other authorities made under them;
- (c) words importing the singular number include the plural and vice versa;
- (d) where any word or phrase is given a definite meaning any part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning;
- (e) any expression used in this by-law and which is defined in the Act will have the same meaning as that expression has in that Act unless a contrary intention is expressed in this by-law;
- (f) if any provision of this by-law is invalid or void, that provision will be read down, ignored or severed so far as is possible in order to uphold the validity and enforceability of the remaining provisions of this by-law; and
- (g) if there is any inconsistency between this by-law and any other by-law applicable to the strata scheme, then the provisions of this by-law will prevail to the extent of that inconsistency.

#### 3. Animals Require Approval

Subject to section 139(5) of the Act, you must not, without the prior written approval of the owners corporation, keep any animal (except a small caged bird or fish kept in a secure aquarium on a lot) on a lot or the common property.

#### 4. Applying for Approval to Keep Animals

- 4.1 If you want to keep an animal (except a small caged bird or fish kept in a secure aquarium on a lot) on a lot or the common property, you must make an application in writing to the owners corporation for approval to keep the animal on the lot or the common property.
- 4.2 Your application must be made on any pet application form that has been approved by the owners corporation and sent to the strata managing agent of the owners corporation or, if there is none, to the secretary of the owners corporation.
- 4.3 Your application must contain:

- (a) your name, lot number, address and telephone number;
  - (b) a description of the animal you wish to keep on the lot or common property including:
    - i. the type and breed of the animal;
    - ii. the size of the animal including its weight and height;
    - iii. the age of the animal;
    - iv. details of the temperament of the animal;
    - v. (in the case of a cat or dog) details of the registration of the animal with the local council and of any microchipping of the animal;
    - vi. (in the case of a cat or dog) details of all immunisations of the animal;
    - vii. a photograph of the animal;
  - (c) (in the case of a cat or dog) at least two references concerning the character and temperament of the animal provided by another person such as the animal's veterinarian;
  - (d) (in the case of an application by an occupier who is not an owner) the written consent of the owner of the lot to the application.
- 4.4 The owners corporation may request that you provide additional information to supplement the information included in your application.

## **5. Deciding an Application for Approval to Keep Animals**

5.1 The owners corporation may:

- (a) approve your application for approval to keep an animal on the lot or the common property (with or without conditions); or
  - (b) withhold its approval of the keeping of the animal on the lot or the common property;
- but it must not act unreasonably when doing so.

5.2 Without limiting clause 5.1, it will be reasonable for the owners corporation to withhold its approval of the keeping of animal on the lot or the common property if:

- (a) you are already keeping more than one animal that is a dog or a cat on the lot;
- (b) your application is to keep more than one animal on the lot which is a dog or cat or if approved would result in you doing so;
- (c) your application is to keep a dangerous or menacing dog; or
- (d) your application is to keep a dog or cat that has not been registered with the local council or microchipped or immunised.

5.3 The owners corporation may revoke any approval to keep an animal on the lot or the common property it issues under this by-law in the event that you breach this by-law but it must act reasonably when doing so.

5.4 Any approval issued by the owners corporation under this by-law relates to the animal(s) that is the subject of your application for approval and does not relate to, benefit or bind any other animal or any other owner or occupier including your successors.

5.5 Any approval issued by the owners corporation under this by-law will expire on the death of the animal to which the approval relates.

## **6. Rules for Keeping Animals**

If you keep or obtain the prior written approval of the owners corporation to keep an animal on a lot, then you must:

- (a) **(notification)** notify the owners corporation that the animal is being kept on the lot;
- (b) **(location of animal)** keep the animal within your lot and ensure that the animal is not kept in and does not remain on the common property other than for the purposes of entering or exiting your lot via that common property;
- (c) **(animal on common property)** carry the animal or ensure that the animal is adequately tethered to a leash when it is on the common property;
- (d) **(prohibition on tethering)** not chain or tether the animal to the common property at any time;
- (e) **(prohibition on nuisance)** ensure that the animal does not cause a hazard or nuisance to or disturb or interfere with the peaceful enjoyment of the owner or occupier of another lot or any person on the common property;
- (f) **(registration of animal)** (in the case of a cat or dog) ensure the animal remains at all times registered with the local council and microchipped and that its immunisations are kept current;
- (g) **(care of animal)** ensure the animal is properly cared for and (in the case of a cat or dog) regularly groomed and treated for fleas, worms and other parasites;
- (h) **(cleaning)** take such action as may be necessary to immediately clean all areas of the lot or common property that are soiled by the animal and place any faeces of the animal in a bag that is securely wrapped and placed in a garbage bin;
- (i) **(maintenance of animal enclosures)** properly maintain and keep in a state of good and serviceable repair and, where necessary, renew or replace any enclosure or structure (such as an aquarium or cage) in which you keep the animal;
- (j) **(preventing spills)** not spill water or allow water to leak from any aquarium in which any fish are kept by you;
- (k) **(indemnity)** indemnify the owners corporation against any loss or damage (including costs and expenses) it incurs or suffers or any claims that are made against it arising out of or as a result of any breach of this by-law by you or anything done by the animal including any injury or damage caused by the animal and any costs the owners corporation incurs cleaning any area of common property that is soiled or made dirty by the animal and repairing any damage to the common property caused by the animal;
- (l) **(payment)** pay to the owners corporation any reasonable amount that is due and payable under the indemnity provided by you under the previous sub-clause of this by-law when requested to by the owners corporation;
- (m) **(compliance with approval conditions)** comply with any conditions of approval issued by the owners corporation.

## **7. Assistance Animals**

If you keep an assistance animal on a lot you must, if required to do so by the owners corporation, provide evidence to the owners corporation demonstrating that the animal is an assistance animal as referred to in section 9 of the *Disability Discrimination Act 1992* of the Commonwealth.

## **8. Role of Strata Committee**

The strata committee may make any decision for and on behalf of the owners corporation under this by-law.

**Pet Application Form**

1	Your name(s):	
2	Lot number:	
3	Full address and telephone number:	
4	Description of the animal you wish to keep: (a) type/breed of animal; (b) size of animal including weight and height; (c) age of animal; (d) details of temperament of the animal; (e) details of registration with local council and micro chipping details; (f) details of immunisations of the animal; (g) attach a photograph of the animal.	
5	Attach two references conferencing the character and temperament of the animal (for example by the animal's vet).	
6	(If you are a tenant) attach written consent of owner of the lot	
7	Any further details concerning the animal	

**Dated**.....

**Signature(s)**.....

U.E. Votes Cast            120  
 U.E. For Motion            0  
 U.E. Against Motion       120

**12 RESTRICT ILLEGAL USES AND SHORT-TERM RENTAL ACCOMODATION ARRANGEMENTS BY-LAW MOTION DEFEATED**

That the owners corporation pursuant to sections 137A and 141 of the Strata Schemes Management Act 2015 to make an additional by-law, Special By-Law - Restricting Illegal Uses and Short Term Rental Accommodation Arrangements, on the terms set out below or which are attached to the notice of this meeting and to lodge notification of the by-law and a consolidated set of by-laws for registration at NSW Land Registry Services.

**Special By-Law - Restricting Illegal Uses and Short-Term Rental Accommodation Arrangements**

1. Introduction

- (1) This by-law prohibits you from using your lot, or allowing your lot to be used, for an illegal purpose and for the purposes of a short-term rental arrangement where the lot is not your principal place of residence.
- (2) You must comply with this by-law.
- (3) If you do not comply with this by-law the owners corporation may take action against you.
- (4) This may result in an order being made restraining you from using your lot, or allowing your lot to be used, in a manner prohibited by this by-law and a monetary penalty being imposed on you.

2. Definitions

- (1) In this by-law, unless the context or subject matter otherwise indicates or requires:

"Act" means the Fair-Trading Act 1987;

"code of conduct" means any code of conduct declared under section 54B of the Act or the Regulations as a code of conduct applying to short-term rental accommodation industry participants;

"Council" means the Local Council within whose local government area the strata scheme is situated;

"LEP" means the local environmental plan of the Council that is applicable to the strata scheme including any amendment of it and any planning instrument replacing it;

"lot" means a lot in the strata scheme and, where the context permits, includes part of a lot such as a bedroom;

"Regulations" means any regulations made under the Act;

"short-term rental accommodation arrangement" means a commercial arrangement for giving a person the right to occupy a residential lot for a period of not more than 3 months at any one time, and includes any arrangement prescribed by the

Regulations to be a short-term rental accommodation arrangement, but does not include any arrangement prescribed by the Regulations not to be a short-term rental accommodation arrangement;

"Strata Act" means the Strata Schemes Management Act 2015;

"strata scheme" means the strata scheme to which this by-law applies; and

"you" means an owner, occupier or lessee of a lot.

- (2) In this by-law, unless the context or subject matter otherwise indicates or requires:
- (a) headings have been inserted for guidance only and do not affect the interpretation of this by-law;
  - (b) references to any legislation include any legislation amending, consolidating or replacing the same, and all by-laws, ordinances, proclamations, regulations, rules and other authorities made under them;
  - (c) words importing the singular number include the plural and vice versa;
  - (d) where any word or phrase is given a definite meaning any part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning;
  - (e) any expression used in this by-law and which is defined in the Act or Strata Act will have the same meaning as that expression has in that Act or Strata Act unless a contrary intention is expressed in this by-law;
  - (f) if any provision of this by-law is invalid or void, that provision will be read down, ignored or severed so far as is possible in order to uphold the validity and enforceability of the remaining provisions of this by-law; and
  - (g) if there is any inconsistency between this by-law and any other by-law applicable to the strata scheme, then the provisions of this by-law will prevail to the extent of that inconsistency.

### 3. Prohibiting Illegal Uses

You must ensure that your lot is not used for any purpose that is prohibited by law or the LEP or that requires approval or authorisation of an authority including the Council or under any law or the LEP without that approval or authorisation.

### 4. Use of Lots as Domiciles

You must ensure that your lot is only used as a permanent dwelling or domicile unless your lot is lawfully able to be used for another purpose, or you obtain approval of an authority including the Council for your lot to be used for another purpose, in which case your lot may be used for that other purpose.

### 5. Prohibiting Short-Term Rental Accommodation Arrangements

(1) You must not use your lot, or allow your lot to be used, for the purposes of a short-term rental accommodation arrangement if the lot is not the principal place of residence of the person who, pursuant to the arrangement, is giving another person the right to occupy the lot.

(2) You must take all reasonable steps to ensure that your lot is not used for the purposes of a short-term rental accommodation arrangement if the lot is not the principal place of residence of the person who, pursuant to the arrangement, is giving another person the right to occupy the lot.

### 6. Prohibiting Advertising of Illegal Uses

You must ensure that your lot is not advertised or promoted including on Airbnb for any use which is prohibited by this by-law.

### 7. Permissible Short-Term Rental Accommodation Arrangements

Nothing in this by-law operates to prevent a lot being used or advertised for the purposes of a short-term rental accommodation arrangement if the lot is the principal place of residence of the person who, pursuant to the arrangement, is giving another person the right to occupy the lot.

### 8. Compliance with Code of Conduct

You must comply with any code of conduct if this by-law does not prohibit you using your lot, or allowing your lot to be used, for the purposes of a short-term rental accommodation arrangement and your lot is used for those purposes.

### 9. Evidence of Principal Place of Residence

You must, if required to do so by the owners corporation, provide evidence to the owners corporation demonstrating that your lot is your principal place of residence or the principal place of residence of the person who, pursuant to a short-term rental accommodation arrangement, is giving another person the right to occupy the lot.

U.E. Votes Cast	120
U.E. For Motion	0
U.E. Against Motion	120

## 13 ILLEGALLY PARKED VEHICLES AND ABANDONED GOODS BY-LAW MOTION DEFEATED

That the owners corporation pursuant to section 141 of the Strata Schemes Management Act 2015 to make an additional by-law, Special By-Law - Abandoned Goods and Illegally Parked Vehicles, in the terms set out below or which are attached to the notice of this meeting and to lodge notification of the by-law and a consolidated set of all existing by-laws for registration at NSW Land Registry Services.

Special By-Law - Abandoned Goods and Illegally Parked Vehicles

### 1. Introduction

This by-law allows us to move or dispose of abandoned goods and move or remove illegally parked vehicles and sets out rules concerning the moving and disposal of abandoned goods and the moving and removal of illegally parked vehicles.



## 2. Definitions

In this by-law, unless the context or subject matter otherwise indicates or requires:

- 2.1 "abandoned goods" means goods we reasonably believe have been abandoned or left behind on common property other than vehicles and things permitted by us to remain on common property;
- 2.2 "Act" means the Uncollected Goods Act 1995;
- 2.3 "common property" means the common property in the strata scheme including any visitor parking spaces on common property;
- 2.4 "disposal costs" means any cost or expense we incur in connection with or arising out of the disposal by us of abandoned goods left on common property including a waste removal contractor's costs, skip bin hire fees and tip fees;
- 2.5 "disposal notice" means a notice that complies with the Act including section 26 of the Act and specifies (among other things) a date on or after which abandoned goods will be disposed of that complies with the time period referred to in section 20 or 21 or 22A of the Act;
- 2.6 "dispose" in relation to abandoned goods means to sell the goods or dispose of the goods in any other lawful manner;
- 2.7 "expenses" means any cost or expense incurred by us arising out of or as a result of your breach of this by-law including disposal costs and vehicle removal costs;
- 2.8 "goods" means goods of any type including personal belongings such as bicycles and rubbish and personal documents;
- 2.9 "high value goods" means abandoned goods with a value of at least \$20,000 or such other amount prescribed by regulations made under the Act;
- 2.10 "illegally parked vehicle" means a vehicle left on common property that is placed so that it blocks an exit or entrance or otherwise obstructs the use of common property;
- 2.11 "interest" means interest payable on expenses in accordance with this by-law;
- 2.12 "invitee" includes a guest or contractor;
- 2.13 "lot" means a lot in the strata scheme;
- 2.14 "low value goods" means abandoned goods with a value of less than \$1,000 or such other amount prescribed by regulations made under the Act;
- 2.15 "motor vehicle" has the same meaning as in the Impounding Act 1993;
- 2.16 "move" in relation to an illegally parked vehicle means to cause the vehicle to be moved to another place on common property or moved so that it no longer blocks an exit or entrance or otherwise obstructs the use of common property including by towing the vehicle;
- 2.17 "occupier" means a person in occupation of a lot and includes a tenant;
- 2.18 "owner" means an owner of a lot;
- 2.19 "our" (in the case of a consent) means the owners corporation's;
- 2.20 "personal documents" has the same attributed to that expression in section 22A of the Act and regulations made under the Act;
- 2.21 "record of disposal" means a record of abandoned goods disposed of that complies with section 30 of the Act;
- 2.22 "recovery costs" means any cost or expense incurred by us in recovering from you any expenses or interest including strata managing agent's costs and legal costs on an indemnity basis;
- 2.23 "removal notice" means a notice that must:
  - (a) not be less than the size of an A4 piece of paper, and
  - (b) be placed in a position or be in a material so that the contents of the notice are not likely to be detrimentally affected by weather, and
  - (c) describe the vehicle and state the date and time the notice was issued, and
  - (d) state that the vehicle will be removed if it is not moved from the common property or so that it no longer obstructs common property before the date and time specified in the notice (being not earlier than 5 days after the notice was placed on or near the vehicle), and
  - (e) specify contact details for a member of the strata committee, the strata managing agent or a delegate of the owners corporation in relation to the notice;
- 2.24 "remove" in relation to an illegally parked vehicle means to cause the vehicle to be moved to the nearest place to which it may be lawfully moved including by towing the vehicle;
- 2.25 "Strata Act" means the Strata Schemes Management Act 2015;
- 2.26 "strata scheme" means the strata scheme to which this by-law applies;
- 2.27 "us" or "we" means the owners corporation and includes any agent;
- 2.28 "vehicle" means motor vehicle;
- 2.29 "vehicle removal costs" means any cost or expense we incur in connection with or arising out of the moving or removal by us of an illegally parked vehicle including towing costs; and
- 2.30 "you" means an owner or occupier.

## 3. Interpretation

In this by-law:

- 3.1 headings have been inserted for guidance only and do not affect the interpretation of this by-law;
- 3.2 references to any legislation include any legislation amending, consolidating or replacing the same, and all by-laws, ordinances, proclamations, regulations, rules and other authorities made under them;
- 3.3 words importing the singular number include the plural and vice versa;
- 3.4 where any word or phrase is given a definite meaning any part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning;
- 3.5 any expression used in this by-law and which is defined in the Strata Act will have the same meaning as that expression has in the Strata Act unless a contrary intention is expressed in this by-law;
- 3.6 the terms of this by-law are independent of each another. If a term of this by-law is deemed void or unenforceable, it shall be severed from this by-law, and the by-law as a whole will not be deemed void or unenforceable;
- 3.7 the terms of this by-law apply to the extent permitted by law; and
- 3.8 if there is any inconsistency between this by-law and any other by-law applicable to the strata scheme, then the provisions of this by-law will prevail to the extent of that inconsistency.

4. Prohibiting Abandoned Goods

4.1 You must not leave any goods on common property without our prior written consent unless you are permitted to under another by-law.

4.2 If you are an owner, you must take all reasonable steps to ensure that any occupier of your lot does not leave any goods on common property without our prior written consent unless the occupier permitted to under another by-law.

4.3 You must take all reasonable steps to ensure that your invitees do not leave any goods on common property without our prior written consent unless they are permitted to under another by-law.

5. Moving Abandoned Goods Including Goods that Obstruct Access

We may store or move abandoned goods including goods that block an entrance or exit in an appropriate manner.

6. Disposing of Perishable Goods and Rubbish

We may dispose of abandoned goods that are perishable goods or rubbish in such manner as we consider appropriate.

7. Disposing of Abandoned Goods

We may dispose of abandoned goods that are not perishable goods or rubbish or high value goods and which you leave on the common property if we give you a disposal notice concerning the goods and the goods have not been removed from the common property within the period specified in the disposal notice and we dispose of the goods in accordance with the Act.

8. Proceeds of Sale of Abandoned Goods

8.1 We must pay the proceeds of a sale of any abandoned goods we sell into the administrative fund or capital works fund of the owners corporation.

8.2 We may retain from the proceeds of sale the amount of the costs incurred by us for the storage, maintenance, insurance and disposal of the abandoned goods.

8.3 We must deal with the balance (if any) of the proceeds of sale as if we were a business and the money were unclaimed money for the purposes of the Unclaimed Money Act 1995.

8.4 Clause 8 of this by-law does not apply to personal documents.

9. Record of Disposal of Abandoned Goods

We must make a record of disposal of any abandoned goods we dispose of and keep that record for (in the case of low value goods) 12 months and (in all other cases) 6 years after the date the goods were disposed of.

10. Prohibiting Parking on Common Property

10.1 You must not leave or park a vehicle on common property (including an illegally parked vehicle) without our prior written consent unless permitted to under another by-law.

10.2 If you are an owner, you must take all reasonable steps to ensure that any occupier of your lot does not leave or park a vehicle on common property (including an illegally parked vehicle) without our prior written consent unless the occupier is permitted to under another by-law.

10.3 You must take all reasonable steps to ensure that your invitees do not leave or park any vehicles on common property (including an illegally parked vehicle) except in any area designated for that purpose by us or in accordance with another by-law.

11. Moving Illegally Parked Vehicles

We may move or remove an illegally parked vehicle if we place a removal notice on or near the vehicle and the requirements of the notice are not complied with within the period specified in the removal notice.

12. Moving Illegally Parked Vehicles in Urgent Circumstances

We may move or remove an illegally parked vehicle before we place a removal notice on or near the vehicle if there are urgent circumstances that justify the moving or removal of the vehicle such as where the vehicle blocks an entrance or exit.

13. Payment of Expenses

If you breach this by-law, you are liable to pay or reimburse us for any expenses on demand.

14. Interest on Expenses

If any expenses are not paid by you at the end of one month after they become due and payable, the expenses bear until paid simple interest at the same annual rate as applies to interest on overdue contributions levied by us (currently an annual rate of 10 per cent).

15. Payment of Recovery Costs

You are liable to pay or reimburse us for any recovery costs on demand.

16. Recovery of Expenses, Interest, Etc

We may recover from you as a debt any:

- (a) expenses;
- (b) interest; and
- (c) recovery costs;

for which you are liable.

17. Mode of Recovery of Expenses, Interest, Etc

If you are an owner, we may include reference to any expenses, interest or recovery costs for which you are liable on:

- (a) your account with us;
- (b) levy notices served on you; and
- (c) certificates issued under section 184 of the Strata Act in respect of your lot;

for the purpose of recovering from you as a debt any of those amounts.

18. Appropriation of Payments

We may appropriate any payments you make to us towards expenses, interest and recovery costs in any manner we deem fit.

19. Sale of Lot

If a person becomes an owner of a lot at a time when, under this by-law, a former owner is liable to pay any expenses, interest or recovery costs to us, the person who becomes owner is jointly and severally liable with the former owner to pay those amounts to us.

20. Power of Strata Committee

The strata committee may exercise the functions of the owners corporation under this by-law.

**14 COVID-19 BY-LAW  
MOTION DEFEATED**

THAT the owners corporation SPECIALLY RESOLVES pursuant to section 141 of the *Strata Schemes Management Act 2015* to make a new by-law, Special By-Law - COVID-19, on the terms set out below or attached to the notice of this meeting and to lodge notification of the by-law and a consolidated set of by-laws for registration at NSW Land Registry Services.

*Explanatory Note: This is a motion to make a by-law to introduce rules to help avoid the spread of COVID-19 in the building. This by-law is intended to apply to a residential building.*

**1. Introduction**

This by-law contains rules to help avoid the spread or transmission of COVID-19 in the building.

**2. Definitions**

2.1 In this by-law:

- (a) "**building**" means the building(s) in the strata scheme;
- (b) "**by-law start date**" means the date of the general meeting at which this by-law is approved;
- (c) "**common property**" means the common property in the strata scheme including common property inside the building such as corridors, foyers, lobbies, fire stairs and any lifts and common property outside the building such as garden areas and external pathways;
- (d) "**COVID-19**" means an infectious disease also known as Novel Coronavirus 2019;
- (e) "**COVID-19 pandemic**" means the period during which any order made under the *Public Health Act 2010* that prohibits a person leaving his or her place of residence or participating in a gathering in a public place without a lawful or reasonable excuse (or an order having a similar effect) remains in force;
- (f) "**fitted face covering**" means a mask or other covering that:
  - (i) fits securely around the face; and
  - (ii) is designed or made to be worn over the nose and mouth to provide the wearer with protection against infection;
- (g) "**household**" means any persons living together in the same place of residence;
- (h) "**invitee**" includes any guest, visitor, employee or contractor;
- (i) "**law**" includes any order made under the *Public Health Act 2010*;
- (j) "**lot**" means any lot in the strata scheme including any external area of a lot such as a balcony, courtyard or terrace;
- (k) "**new resident**" means any person who is not already an occupant of your lot on the by-law start date;
- (l) "**permitted purpose**" means the purpose of the delivery of food, groceries, other goods or services for the personal needs of your household, medical services or medical supplies and any other purpose approved by the owners corporation;
- (m) "**recreational facilities**" means any swimming pool, spa, sauna, gymnasium, playground, barbecue area, games room or other similar recreational facilities that are situated in the strata scheme;
- (n) "**strata scheme**" means the strata scheme to which this by-law applies;
- (o) "**you**" means an owner, occupier or lessee of a lot.

2.2 In this by-law:

- (a) headings have been inserted for guidance only and do not affect the interpretation of this by-law;
- (b) references to any legislation include any legislation amending, consolidating or replacing the same, and all by-laws, ordinances, proclamations, regulations, rules and other authorities made under them;
- (c) words importing the singular number include the plural and vice versa;
- (d) where any word or phrase is given a definite meaning any part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning;
- (e) any expression used in this by-law and which is defined in the *Strata Schemes Management Act 2015* will have the same meaning as that expression has in that Act unless a contrary intention is expressed in this by-law;
- (f) if any provision of this by-law is invalid or void, that provision will be read down, ignored or severed so far as is possible in order to uphold the validity and enforceability of the remaining provisions of this by-law; and
- (g) if there is any inconsistency between this by-law and any other by-law applicable to the strata scheme, then the provisions of this by-law will prevail to the extent of that inconsistency.

**3. COVID-19 Rules**

**3.1 Restricting Gatherings**

You must not congregate with more than one other person on the common property (excluding members of your household).

**3.2 Social Distancing**

You must ensure that you remain separated from any other person by at least 1.5 metres whilst on the common property.

**3.3 Prohibiting Parties and Social Gatherings**

You must not attend or host any party or social gathering in a lot or on the common property.

### **3.4 Restricting Invitees**

You must take all reasonable steps to ensure that your invitees are not invited to your lot and do not enter the building for any purpose other than a permitted purpose.

### **3.5 Restricting New Tenants or Occupants**

You must take all reasonable steps to ensure that a new resident does not occupy your lot after the by-law start date without a lawful excuse.

### **3.6 Restricting Advertising for New Tenants or Occupants**

You must take all reasonable steps to ensure that a new resident who does not have a lawful excuse for occupying your lot after the by-law start date is not invited to occupy your lot or make a booking to occupy your lot after the by-law start date including through short term accommodation websites such as Airbnb and Stayz.

### **3.7 Restricting Use of Recreational Facilities**

You must not use, or permit any other person to use, any of the recreational facilities without the prior written consent of the owners corporation.

### **3.8 Restricting Access to Common Property**

The owners corporation may restrict access to or close off parts of the common property including the recreational facilities for the purpose of avoiding the spread or transmission of COVID-19.

### **3.9 Requiring Fitted Face Coverings**

You must wear a fitted face covering that covers your mouth and nose at all times whilst on any part of the common property in the building unless you are aged 12 years or under or it is not reasonably practicable to wear the fitted face covering.

### **3.10 Notification of COVID-19 Diagnosis**

You must promptly notify the owners corporation if you have been diagnosed with COVID-19 or you have been in contact with a person who has been diagnosed with COVID-19.

### **3.11 Self-Isolation**

You must avoid, so far as is reasonably practicable, accessing or remaining on the common property if you have been diagnosed with COVID-19 for the period that you remain infectious with COVID-19.

### **3.12 Complying with Laws and Public Health Orders**

You must comply with all laws for the time being in force that relate to the COVID-19 pandemic including any orders made under the *Public Health Act 2010*.

### **3.13 Landlords' Responsibility for Tenants**

If you are an owner of a lot who does not reside in the lot, you must take all reasonable steps to ensure that any occupier or lessee of your lot complies with this by-law.

### **3.14 Responsibility for Invitees**

You must take all reasonable steps to ensure that your invitees comply with this by-law and that any invitee who does not comply with this by-law leaves the strata scheme as soon as possible.

## **4. Review of this By-Law**

4.1 The owners corporation must review this by-law to determine whether the objectives of the by-law remain valid and whether the terms of the by-law remain appropriate for securing those objectives.

4.2 The review is to be undertaken as soon as possible after the period of six (6) months from the by-law start date or such lesser period as is determined by the owners corporation or strata committee.

## **5. Temporary Operation of this By-Law**

5.1 This by-law applies during the COVID-19 pandemic.

5.2 The operation of this by-law is terminated, and this by-law ceases to have effect, at the end of the COVID-19 pandemic.

U.E. Votes Cast 120

U.E. For Motion 0

U.E. Against Motion 120

## **15 REIMBURSEMENT OF COSTS BY-LAW MOTION DEFEATED**

That a By-law be created stating the following  
REIMBURSEMENT OF COST BY-LAWS

That the Owners Corporation specially resolves pursuant to section 141 of the Strata Schemes Management Act 2015 to create an additional By-Law with the following terms:

A. In the event that an owner or occupier of a lot breaches a registered by-law in the strata plan, the Owners Corporation may: to the extent permitted by law, recover from the owner or occupier as a debt:

(a). The expenses incurred by the Owners Corporation arising out of or caused by a breach of by-laws, including expenses incurred rectifying, preventing, or attempting to rectify, restrain or prevent a breach, such as strata managing agent's and legal or administrative costs to:

(1) issue a notice to comply with a by-law,

(2) prepare an application for and attend mediation,

(3) prepare an application for an order by a tribunal,

(4) prepare an application for a penalty to be imposed,

(5) Appear at the tribunal on behalf of the Owners Corporation.

(6) Any costs incurred relating to action taken to remedy a breach of by-law.

(b). the expenses incurred by the Owners Corporation recovering any or all of the expenses and the costs of and related to

the breach of by-laws, including legal costs and disbursements on an indemnity basis.

B. Nothing in this clause limits the rights of or the remedies available to the Owners Corporation on a breach of any by-law.

C. In addition to any other rights of the Owners Corporation under this by-law, the owners corporation may charge interest (in accordance with section 85 of the Strata Schemes Management Act 2015) on any amounts if not paid at the end of one month after they become due and payable by the owner under this by-law.

U.E. Votes Cast	120
U.E. For Motion	0
U.E. Against Motion	120

## 16 RESPONSIBILITY FOR TENANTS & INVITEES BY-LAW MOTION DEFEATED

That a by-law be created stating the following:

### ***Special By-Law - Responsibility of Tenants & Invitees***

#### 1. Introduction

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This by-law imposes on the owner of a lot a duty to take all reasonable steps to ensure that the occupiers and lessees of the lot and the invitees of the owner comply with the by-laws. This by-law also imposes on the occupier and lessee of a lot a duty to take all reasonable steps to ensure that the invitees of the occupier and lessee comply with the by-laws.

#### 2. Definitions

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In this by-law:

"**by-laws**" means the by-laws applicable to the strata scheme from time to time;

"**invitee**" includes a guest, visitor or contractor of an owner or occupier;

"**lessee**" includes a tenant of a lot;

"**lot**" means any lot in the strata scheme;

"**occupier**" means any person in occupation of a lot;

"**owner**" means an owner of a lot;

"**strata scheme**" means the strata scheme to which this by-law applies.

#### 3. Owners Responsible for Tenants

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- (1) An owner of a lot must take all reasonable steps to ensure that any occupier or lessee of the lot complies with the by-laws.
- (2) An owner of a lot must also take all reasonable steps available to the owner against any occupier or lessee of the lot including action under any lease, residential tenancy agreement or licence agreement in respect of the lot to ensure that the occupier or lessee of the lot complies with the by-laws.

#### 4. Owners Responsible for Invitees

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- (1) An owner of a lot must take all reasonable steps to ensure that any invitee of the owner complies with the by-laws when on a lot or the common property.
- (2) An owner of a lot must take all reasonable steps to ensure that any invitee of the owner who does not comply with any of the by-laws when on a lot or the common property leaves the strata scheme as soon as possible.

#### 5. Occupiers Responsible for Invitees

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- (1) An occupier or lessee of a lot must take all reasonable steps to ensure that any invitee of the occupier or lessee complies with the by-laws when on a lot or the common property.
- (2) An occupier or lessee of a lot must take all reasonable steps to ensure that any invitee of the occupier or lessee who does not comply with any of the by-laws when on a lot or the common property leaves the strata scheme as soon as possible.

U.E. Votes Cast	120
U.E. For Motion	0
U.E. Against Motion	120

## 17 SPECIAL BY-LAW RENOVATIONS

**RESOLVED** by **Special Resolution** that a By-law be created stating the following  
RENOVATIONS

That the Owners Corporation specially resolves pursuant to section 141 of the Strata Schemes Management Act 2015 to create an additional by-law with the following terms:

## **SPECIAL BY-LAW FOR RENOVATIONS**

### **1. Introduction**

1.1 This by-law sets out the rules you must follow if you intend to carry out renovations to a common area in the building in connection with your apartment, or to your apartment, including minor renovations and major renovations.

1.2 This by-law also sets out rules you must follow in connection with renovations already done to a common area in the building in connection with your apartment before this by-law including minor renovations and major renovations which have already been completed.

### **2. Definitions & Interpretation**

2.1 In this by-law, unless the context or subject matter otherwise indicates or requires:

- (a) "Act" means the Strata Schemes Management Act 2015,
  - (b) "apartment" means a lot in the strata scheme,
  - (c) "annexure" means the annexure to this by-law,
  - (d) "building" means the building in the strata scheme in which your apartment is located,
  - (e) "common area" means the common property in the strata scheme,
  - (f) "cosmetic work" means cosmetic work for the purposes of section 109 of the Act and any by-law that specifies additional work that is to be cosmetic work for the purposes of section 109 of the Act,
  - (g) "existing renovations" means the renovations undertaken by previous or current owners to common areas in the building in connection with apartments before this by-law without the consent of the owners corporation,
  - (h) "major renovations" means any work to an apartment or a common area in the building in connection with your apartment for the following purposes:
    - (i) work involving structural changes such as the removal of the whole or part of a load bearing wall,
    - (ii) work that changes the external appearance of your apartment, including the installation of an external access ramp, awning, pergola or vergola or installation of a new window in a boundary wall of your apartment,
    - (iii) work involving waterproofing such as a bathroom renovation involving the laying of a new waterproof membrane,
    - (iv) work for which consent or another approval is required under any other Act such as development consent of the local council under the Environmental Planning and Assessment Act 1979, but cannot include cosmetic work or minor renovations,
  - (i) "minor renovations" means any work to a common area in the building in connection with your apartment for the following purposes:
    - (i) renovating a kitchen,
    - (ii) renovating a bathroom in a manner that does not involve waterproofing,
    - (iii) renovating any other room in your apartment in a manner that does not involve waterproofing or structural changes,
    - (iv) changing recessed light fittings,
    - (v) removing carpet or other soft floor coverings to expose underlying wooden or other hard floors,
    - (vi) installing or replacing wood or other hard floors,
    - (vii) installing or replacing wiring or cabling or power or access points,
    - (viii) installing or replacing pipes and ducts,
    - (ix) work involving reconfiguring walls in a manner that does not involve structural changes,
    - (x) installing a rainwater tank,
    - (xi) installing a clothesline,
    - (xii) installing a reverse cycle split system air conditioner or a ducted air conditioning system,
    - (xiii) installing double or triple glazed windows,
    - (xiv) installing a heat pump or hot water service or a gas or oil heater,
    - (xv) installing ceiling insulation,
    - (xvi) installing an aerial or antenna,
    - (xvii) installing a satellite dish with a diameter no greater than 1.5 metres,
    - (xviii) installing a skylight, whirlybird, ventilation or exhaust fan or solar panels in or on a roof directly above your apartment, but cannot include cosmetic work or major renovations or work that is authorised by a by-law made under section 108 of the Act or a common property rights by-law,
  - (j) "renovations" means minor renovations or major renovations,
  - (j) "strata scheme" means the strata scheme to which this by-law applies,
  - (k) "you" means an owner of an apartment and includes your successors in title.
- 2.2 In this by-law, unless the context or subject matter otherwise indicates or requires:
- (a) headings have been inserted for guidance only and do not affect the interpretation of this by-law,
  - (b) references to any legislation include any legislation amending, consolidating or replacing the same, and all by-laws, ordinances, proclamations, regulations, rules and other authorities made under them,
  - (c) words importing the singular number include the plural and vice versa,
  - (d) where any word or phrase is given a definite meaning any part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning,
  - (e) if any provision of this by-law is invalid or void, that provision will be read down, ignored or severed so far as is possible in order to uphold the validity and enforceability of the remaining provisions of this by-law,
  - (f) any expression used in this by-law and which is defined in the Act will have the same meaning as that expression has in that Act unless a contrary intention is expressed in this by-law, and
  - (g) if there is any inconsistency between this by-law and any other by-law applicable to the strata scheme, then the provisions

of this by-law will prevail to the extent of that inconsistency.

### **3. Renovations Approval Process**

#### **3.1 Renovations Require Approval**

You must not carry out, or permit anyone else to carry out, renovations without the prior written approval of the owners corporation.

#### **3.2 The Approval Process**

3.2.1 If you wish to carry out renovations you must make an application to the owners corporation in order to seek its approval of the renovations.

3.2.2 The application must be in writing and sent to the strata managing agent of the owners corporation or, if there is no strata managing agent, to the secretary of the owners corporation.

3.2.3 Your application must contain:

(a) your name, address and telephone number,

(b) your apartment and lot number,

(c) details of the renovations,

(d) drawings, plans and specifications for the renovations,

(e) an estimate of the duration and times of the renovations,

(f) details of the persons carrying out the renovations including the name, licence number, qualifications and telephone number of those persons,

(g) details of arrangements to manage any resulting rubbish or debris arising from the renovations.

3.2.4 Your application must also contain a motion and by-law generally in the form set out in the annexure (with the blanks appropriately completed) and your written consent to that by-law if the renovations are major renovations and will involve alterations or additions to a common area.

3.2.5 The owners corporation may request further information to supplement the information contained in your application but it must not act unreasonably when doing so.

3.2.6 The owners corporation may engage a consultant to assist it review your application.

3.2.7 The owners corporation may:

(a) approve your application either with or without conditions, or

(b) withhold approval of your application (but it must not act unreasonably when doing so).

3.2.8 If your major renovations will involve alterations or additions to a common area, and the owners corporation approves your application, the owners corporation must do so by passing a special resolution at a general meeting to approve the motion and by-law submitted with your application (or a substantially similar motion and by-law).

3.2.9 You must comply with any conditions which the owners corporation issues as part of its approval and the conditions contained in this by-law.

### **4. Conditions for Renovations**

#### **4.1 Before the Renovations**

4.1.1 Before commencing the renovations, you must:

(a) Prior Notice

give the owners corporation at least 14 days' written notice. Your written notice must include the estimated start date of the renovations and the estimated end date of the renovations,

(b) Local Council Approval

(in the case of major renovations) if required by law, obtain a complying development certificate for or development consent of the local council to the major renovations and a construction certificate for the major renovations, and give copies of them to the owners corporation,

(c) Contractor's Licence and Insurance Details

give the owners corporation a copy of a certificate or other document demonstrating that the contractor who will carry out the renovations holds a current:

(i) licence,

(ii) all risk insurance policy which must include public liability cover in the sum of \$10,000,000.00,

(iii) workers compensation insurance policy, and

(iv) home building compensation fund insurance policy under the Home Building Act 1989 for the renovations (if required by law),

(d) Engineer's Report

if requested to by the owners corporation, give the owners corporation a report from a structural engineer addressed to the owners corporation certifying that the renovations will not have a detrimental affect on the structural integrity of the building or any part of it,

(e) Acoustic Consultant's Report

if the renovations will involve changes to the floor coverings in your apartment (apart from floor coverings in a laundry, lavatory or bathroom) by, for example, installing or replacing wood or other hard floors, if requested to by the owners corporation, give the owners corporation a report from an acoustic consultant certifying the acoustic properties of the new floor coverings,

(f) Dilapidation Report

if requested to by the owners corporation, give the owners corporation a dilapidation report (which must include photographs) concerning the areas of the building the owners corporation requires to be included in that report,

(g) Bond

if requested to by the owners corporation, pay a bond to the owners corporation in the sum of \$10,000 or such other amount determined from time to time by the owners corporation,

(h) Costs

pay the reasonable costs of the owners corporation incurred in connection with considering or approving your application for renovations including any consultant's costs.

4.1.2 If you have not complied with any of the conditions set out in clause 4.1.1 you must not begin the renovations and if you have already begun the renovations you must immediately stop them.

#### 4.2 During the Renovations

During the renovations you must:

(a) Standard of Workmanship

ensure the renovations are carried out in a competent and proper manner by appropriately qualified and licensed contractors utilising only first quality materials which are good and suitable for the purpose for which they are used,

(b) Quality of Renovations

make certain the renovations are completed in accordance with any specifications for them and comply with the Building Code of Australia and any applicable Australian Standard (in the event of a conflict, the Building Code of Australia shall prevail),

(c) Time for Completion of Renovations

make sure the renovations are carried out with due diligence and are completed as soon as practicable from the date of commencement,

(d) Times for Renovations

ensure that the renovations are only carried out between the hours of 8.00am - 5.00pm on Monday - Friday and 9.00am - 3.00pm on Saturdays (not including public holidays) and are not carried out any other times,

(e) Times for Operation of Noisy Equipment

make sure that percussion tools and noisy equipment such as jack hammers and tile cutters are only used between 10.00am - 3.00pm and that at least 72 hours notice is given to the occupiers of the other apartments in the building by a sign prominently displayed on the noticeboard before the use of any such tools and equipment,

(f) Appearance of Renovations

ensure the renovations are carried out and completed in a manner which is in keeping with the rest of the building,

(g) Supervision of Renovations

ensure that the renovations are adequately supervised and that the common areas are inspected by the supervisor on a daily basis to ensure that the conditions of this by-law are complied with,

(h) Noise During Renovations

ensure the renovations and your contractors do not create any excessive noise in your apartment or in a common area that is likely to interfere with the peaceful enjoyment of the occupier of another apartment or of any person lawfully using a common area,

(i) Transportation of Construction Equipment

ensure that all construction materials and equipment are transported in accordance with any manner reasonably directed by the owners corporation and in a manner that does not cause damage to the building,

(j) Debris

ensure that any debris and rubbish associated with or generated by the renovations is removed from the building strictly in accordance with the reasonable directions of the owners corporation.

(k) Storage of Building Materials on Common Areas

make sure that no building materials are stored in a common area,

(l) Protection of Building

protect all areas of the building outside your apartment which are affected by the renovations from damage, the entry of water or rain and from dirt, dust and debris relating to the major renovations and ensure that all common areas, especially the walls, floors and lift leading to

your apartment, are protected by covers and mats when transporting furniture, construction materials, equipment and debris through the building,

(m) Building Integrity

keep all areas of the building affected by the renovations structurally sound during the renovations and make sure that any holes or penetrations made during the renovations are adequately sealed and waterproofed and, if necessary, fireproofed,

(n) Daily Cleaning

clean any part of the common areas affected by the renovations on a daily basis and keep all of those common areas clean, neat and tidy during the renovations,

(o) Interruption to Services

minimise any disruption to services in the building and give the occupiers of the other apartments in the building at least 72 hours prior notice of any planned interruption to the services in the building such as water, electricity and television by a sign prominently displayed on the noticeboard before any such disruption,

(p) Access

give the owners corporation's nominee (which may be its consultant) access to your apartment to inspect (and, if applicable, supervise) the renovations on reasonable notice,

(q) Vehicles

ensure that no contractor's vehicles obstruct the common areas including any driveway areas and passing bay other than on a temporary and non-recurring basis when delivering or removing materials or equipment and then only for such time as is reasonably necessary,

(r) Security

ensure that the security of the building is not compromised and that no external doors of the building are left open and unattended or left open for longer than is reasonably necessary during the renovations,

(s) Variation to renovations

not vary the renovations without obtaining the prior written approval of the owners corporation,

(t) Costs of renovations

pay all costs associated with the renovations including any costs incurred by the owners corporation engaging a consultant to inspect or supervise the renovations.

#### 4.3 After the Renovations

After the renovations have been completed, you must:

(a) Notify the Owners Corporation

promptly notify the owners corporation that the renovations have been completed,

(b) Access



give the owners corporation's nominee (which may be its consultant) access to your apartment to inspect the renovations on reasonable notice,

(c) Obtain Planning Certificates

if required by law, obtain all requisite certificates issued under Part 4A of the Environmental Planning and Assessment Act 1979 approving the renovations and the occupation of your apartment (such as a compliance certificate and an occupation certificate) and give copies of them to the owners corporation,

(d) Restore the Common Areas

restore all common areas damaged by the major renovations as nearly as possible to the state which they were in immediately prior to commencement of the renovations,

(e) Engineer's Report

if required by the owners corporation, give the owners corporation a report from a duly qualified structural engineer addressed to the owners corporation certifying that the renovations have been completed in a manner that will not detrimentally affect the structural integrity of the building or any part of it,

(f) Expert's Report

if required by the owners corporation, give the owners corporation a report from a duly qualified building consultant or expert addressed to the owners corporation certifying that the renovations have been completed in a manner that complies with the Building Code of Australia and any applicable Australian Standards,

(g) Acoustic Consultant's Report

if the renovations involved changes to the floor coverings of your apartment (apart from floor coverings in a laundry, lavatory or bathroom), if required by the owners corporation, give the owners corporation a report from an acoustic consultant certifying the acoustic properties of any new floor coverings.

#### 4.4 Enduring Obligations

You must:

(a) Maintenance of Apartment Renovations

properly maintain the renovations to your apartment and keep them in a state of good and serviceable repair and, where necessary, renew or replace any part of those renovations,

(b) Maintenance of Minor Renovations

properly maintain the minor renovations and keep them in a reasonable state of good and serviceable repair and, where necessary, renew or replace any part of those minor renovations,

(c) Repair Damage

repair any damage caused to another apartment or the common areas by the carrying out of the renovations in a competent and proper manner,

(d) Prevent Excessive Noise

ensure that any equipment forming part of the renovations does not create or generate any heat, noise or vibrations that are likely to interfere with the peaceful enjoyment of the occupier of another apartment or of any person lawfully using a common area,

(e) Flooring

if the renovations involved changes to the floor coverings of your apartment, ensure that the new floor coverings are covered or otherwise treated to an extent sufficient to prevent the transmission from the floor coverings of noise likely to disturb the peaceful enjoyment of the owner or occupier of another apartment (apart from floor coverings in a laundry, lavatory or bathroom),

(f) Indemnity

indemnify and keep indemnified the owners corporation against all actions, proceedings, claims, demands, costs, damages and expenses which may be incurred by or brought or made against the owners corporation arising out of the renovations or the altered state or use of any of the common areas arising from the renovations or your breach of this by-law,

(g) Insurance

if required by the owners corporation, make, or permit the owners corporation to make on your behalf, any insurance claim concerning or arising from the renovations, and use the proceeds of any insurance payment made as a result of an insurance claim to complete the renovations or repair any damage to the building caused by the renovations,

(h) Comply with the Law

comply with all statutes, by-laws, regulations, rules and other laws for the time being in force and which are applicable to the renovations and the requirements of the local council concerning the renovations (for example, the conditions of the local council's approval of the major renovations, a notice or order issued by the local council or fire safety laws).

#### 5. Bond

The owners corporation shall be entitled to apply the bond paid by you under the conditions of this bylaw, or any part of it, towards the costs of the owners corporation incurred:

(a) repairing any damage caused to a common area or any other apartment during or as a result of the renovations, or

(b) cleaning any part of the common area as a result of the renovations,

and the owners corporation must refund the bond, or the remaining balance of it, when you notify the owners corporation that the renovations have been completed and the owners corporation is reasonably satisfied that you have complied with the conditions of this by-law.

#### 6. Breach of this By-Law

6.1 If you breach any condition of this by-law and fail to rectify that breach within 14 days of service of a written notice from the owners corporation requiring rectification of that breach (or such other period as is specified in the notice), then the owners corporation may:

(a) rectify the breach,

(b) enter on any part of the building including your apartment, by its agents, employees or contractors, in accordance with the Act for the purpose of rectifying the breach, and

(c) recover as a debt due from you the costs of the rectification and the expenses of the owners corporation incurred in

recovering those costs including legal costs on an indemnity basis.

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

### **7. Common Property Rights By-Law**

7.1 Nothing in this by-law detracts from or alters any obligation that arises under sections 108 or 143 of the Act for or in relation to your major renovations.

7.2 Nothing in this by-law prevents the owners corporation from requiring, as a condition of approval for your major renovations or otherwise, a separate by-law to be made under section 108 or 143 of the Act for your major renovations in accordance with clause 3.2.8.

### **8. Strata Committee Approvals**

The strata committee may approve minor renovations under this by-law. To avoid doubt, the owners corporation delegates its functions under section 110 of the Act to the strata committee.

### **9. Specification of Additional Minor Renovations**

To avoid doubt, this by-law specifies additional work that is to be a minor renovation for the purposes of section 110 of the Act.

### **10. Existing Renovations**

10.1 The owners corporation grants you the special privilege to retain the existing renovations undertaken to a common area in connection with your apartment.

10.2 You must comply with the conditions set out in clause 4.4 of this by-law in relation to any existing renovations undertaken to a common area in connection with your apartment.

10.3 To avoid doubt, you must properly maintain and keep in a state of good and serviceable repair any existing renovations undertaken to a common area in connection with your apartment and, where necessary, renew or replace the whole or any part of those existing renovations.

## **ANNEXURE**

### **MOTION AND BY-LAW FOR MAJOR RENOVATIONS**

That the owners corporation specially resolves pursuant to sections 108 and 143 of the Strata Schemes Management Act 2015 to authorise the owner of the lot specified in the special by-law set out below to carry out the alterations and additions to that lot and the common property described in that special by-law on the conditions of that special by-law (including the condition that the owner is responsible for the maintenance, upkeep and repair of those alterations and additions and the common property occupied by them) and to add to the by-laws applicable to the strata scheme by making that special by-law:

#### ***Special By-Law No. - Major Renovations and Building Works (Lot .)***

##### 1. Introduction

This by-law gives the Owner the right to carry out the Major Renovations on the conditions of the Major Renovations By-Law and this by-law.

##### 2. Definitions

In this by-law:

"Lot" means Lot ..... in the Strata Scheme;

"Owner" means the owner for the time being of the Lot (being the current owner and all successors);

"Plans" means the plans/drawings prepared by ..... and dated ..... attached to this by-law;

"Major Renovations" means the alterations and additions to the Lot and common property described and shown in the Plans being .....

"Renovations By-Law" means Special By-Law No. 1 - Renovations as amended from time to time;

"Strata Scheme" means the strata scheme to which this by-law applies.

##### 3. Authorisation for Major Renovations

The Owners Corporation grants the Owner:

(a) the authority to carry out the Major Renovations strictly in accordance with the Plan

(b) the special privilege to, at the Owner's cost, carry out the Major Renovations to the common property strictly in accordance with the Plans; and

(c) the exclusive use and enjoyment of the common property to be occupied by the Major Renovations; on the conditions of this by-law.

##### 4. Conditions

4.1 The Renovations By-Law will apply to the Major Renovations.

4.2 The Owner must, at the Owner's cost, comply with the conditions specified in the Renovations By-Law with respect to the Major Renovations.

4.3 The Owner must also, at the Owner's cost, properly maintain and keep in a state of good and serviceable repair the Major Renovations and the common property occupied by the Major Renovations and, where necessary, renew or replace any fixtures of fittings comprised in those Major Renovations and that common property.

4.4 The Owners Corporation may exercise any of the functions conferred on it under the Renovations By-Law with respect to the Major Renovations.

4.5 The Owner must pay the reasonable costs of the owners corporation incurred in connection with approving and registering this by-law.

4.6. For the avoidance of doubt, this by-law operates as the approval of the owners corporation of the Major Renovations for the purposes of the Renovations By-law.

U.E. Votes Cast	120
U.E. For Motion	120
U.E. Against Motion	0

## 18 RENOVATIONS

**RESOLVED by Special Resolution** that pursuant to Section 106 (3) of the Strata Schemes Management Act 2015:

(a) it is inappropriate for the owners corporation to maintain, renew, replace or repair any renovations carried out in accordance with or referred to in Special By-Law - Renovations; and

(b) in the light of the obligations imposed on owners in that by-law to maintain, renew, replace or repair any such renovations done by them, its decision will not affect the safety of any building, structure or common area in the strata scheme or detract from the appearance of any property in the strata scheme.

U.E. Votes Cast	120
U.E. For Motion	120
U.E. Against Motion	0

## 19 REPEAL BY-LAW MINOR RENOVATIONS

**RESOLVED by Special Resolution** that the Owners Corporation, pursuant to Section 141 of the Strata Schemes Management Act, 2015, repeal the special by-law for Minor Renovations (Section 110).

U.E. Votes Cast	120
U.E. For Motion	120
U.E. Against Motion	0

## 20 BUDGET & LEVIES

**RESOLVED** that the Owners Corporation

(a) Adopt the budget (including any amendments) as per the copy attached to the minutes, and its 10-year Capital Works Fund Plan and,

(b) In accordance with Section 81 of the Act, the Owners Corporation determines that the following amounts be levied in order to collect the amounts estimated in the budget and Capital Works Fund Plan:

Administrative Fund	\$17,863.00
Capital Works Fund	\$2,022.00

The levies are to be due in 4 equal instalments with the first instalment due on 01/01/2022 and subsequent levy instalments due on 01/04/2022, 01/07/2022, 01/10/2022

## 21 DEBT COLLECTION

**RESOLVED** that the Owners Corporation

(a) Authorises the strata managing agent and/or the strata committee to give instructions for whatever action is considered necessary to collect unpaid contributions, interest and expenses of the Owners Corporation pursuant to Strata Schemes Management Act 2015.

(b) Any action can be taken at any time without reference to any other action, and without having to follow any particular order.

(c) Any action considered necessary to collect unpaid contributions, interest and expenses may include, but is not limited to, the following;

i) Various reminder notices or any statutory Notice of Recovery Action issued by the Strata Manager, Mercantile Agent or Solicitor.

ii) Retaining any Mercantile Agent, Solicitor, Barrister or other expert as appropriate, to take action to facilitate the collection of the debt.

iii) Commencing appropriate proceedings in the Tribunal or any court of competent jurisdiction.

iv) Issuing a Statutory Notice of Recovery Action, Statement of Claim, Judgment, Writ of Execution, Garnishee, Examination Notice, Examination Order, Bankruptcy Notice, Creditors Petition, Statutory Demand, Winding up Application, Notice of Discontinuance, Consent to Set Aside Judgment and any other available action.

v) Making all necessary enquiries to locate owners and ascertain how to best recover unpaid levies, interest and expenses.

vi) Appearing in any Tribunal or court proceedings including but not limited to Instalment Orders, Applications to Set Aside Judgment, Pre-trial Reviews, Defences, Cross Claims, Appeals and any other actions.

vii) Liaising, instructing and preparing documentation whenever necessary.

**22 PAYMENT PLANS**

**RESOLVED** that the Owners Corporation not automatically enter into any formal payment plan under Section 85 (5) without a general meeting being held to formally approve such plan on an individual basis.

**23 BUILDING DEFECTS**

**RESOLVED** that there are no building defects that require attention at this stage. (other than any work that may be currently being dealt with by the Owners Corporation)

**24 AGENCY AGREEMENT**

**RESOLVED** that the Owners Corporation reappoint VJ Ray Pty Ltd (Agent) as strata managing agent on the terms and conditions set out in the proposed strata management agency agreement (Agreement) tabled at the 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 services as defined in the Agreement;

with effect from the date shown in the Agreement and for the term shown in the Agreement, 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 the following owners to execute the agreement on behalf of the Owners Corporation electronically via DocuSign

1. Stephen Lawson

**25 ALTERNATE VOTING METHODS**

**RESOLVED** to allow alternate voting methods, before or at meetings of the Owners Corporation or Strata Committee which may include:

(1) Teleconference, video-conferencing, e-mail or other electronic means while participating in a meeting from a remote location

(2) E-mail or other electronic means before the meeting at which the matter (not being an election) is to be determined.

(3) Other electronic means of voting, including requiring voters to access a voting website and to vote in accordance with directions on that website.

**CLOSURE:** There being no further business, the chairperson declared the meeting closed at 06:09 PM.



V.J. Ray Pty Ltd  
 ABN 16 000 397 373  
 www.vjray.com.au  
 Call us on: 1300 073 405  
 Email: vjray@vjray.com.au



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## Approved Budget to apply from 01/10/2021

The Owners--Strata Plan 8687

28 Macdonald Street, LAKEMBA NSW 2195

### Administrative Fund

#### Approved budget

#### Revenue

Levies Due--Admin	17,863.00
<i>Total revenue</i>	17,863.00

#### Less expenses

Admin--Agent Disbursements	650.00
Admin--Management Fees--Standard	3,139.00
Admin--Occupational Health & Safety	90.00
Admin--Tax Return Fee	130.00
Cleaning & Lawns	1,800.00
Electrical Repairs	934.00
Electricity	700.00
General Repairs	500.00
Glass	500.00
Insurance--Premiums	5,000.00
Insurance--Valuation	220.00
Pest Control	400.00
Plumbing	500.00
Water Consumption	3,300.00
<i>Total expenses</i>	17,863.00

#### Surplus/Deficit

	0.00
Opening balance	3,962.86

#### Closing balance

\$3,962.86

Total units of entitlement	1000
Levy contribution per unit entitlement	\$17.86

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

Levies Due--Capital Works	2,022.00
<i>Total revenue</i>	<u>2,022.00</u>

**Surplus/Deficit**

Opening balance	5,671.24
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**Closing balance**

	<u>\$7,693.24</u>
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Total units of entitlement	1000
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Levy contribution per unit entitlement	\$2.02
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## MINUTES OF ANNUAL GENERAL MEETING

*Section 18 & Schedule 1 of Strata Schemes Management Act 2015 (NSW)*

TO The Owners - Strata Plan No. 8687

28 Macdonald Street, Lakemba NSW 2195.

### DATE, PLACE AND TIME

The meeting was held on Tuesday the 13th of December 2022.

at a Teeconference

The meeting commenced at 4.30pm

The meeting closed at 5.00pm.

### ATTENDANCE

PRESENT: Rochell Ann Pye & Dale Mark Mulligan .

PRESENT BY PROXY: Nil

### APOLOGIES:

IN ATTENDANCE: Peter Rumble

Those present determined that Peter Rumble chair the meeting.

Half-hour after 4.00pm the chairperson declared that those present constituted a quorum.

The meeting was declared open at 4.30pm.

Should you have any queries regarding this minutes of meeting or any of the items contained within, please contact our office on 02- 8880 1040..

Your Strata Manager is Peter Rumble - peter@neighbourly.co



**1 CONFIRMATION OF MINUTES**

THAT the minutes of the last Annual General Meeting of the owners corporation held 08/11/2021 be confirmed as a true and accurate record of that meeting.

**Resolved.**

**2 ADOPTION OF FINANCIAL STATEMENTS**

(a) THAT the unaudited financial reports for the financial year ending 30/09/2022 be adopted.

(b) THAT the accounting records and statements of financial information for the period ending 30/09/2022 attached be adopted.

**Resolved.**

**Notes to motion:**

*The financial reports include accounting records and statements of financial information as prescribed by the Act. This includes additional items compared with the previous legislation.*

*To save time at the meeting and to allow us to properly address your queries, please direct any queries you have regarding the trust accounts to our office prior to the meeting.*

**3 APPOINTMENT OF AUDITOR**

THAT an auditor be appointed by the owners corporation for the financial year ending 30/09/2022.

**Defeated.**

**Notes to motion:**

*The role of the auditor is to provide an independent professional assessment that the financial records are being maintained in accordance with the Act and Regulations.*

*For large strata schemes and schemes with an annual budget of more than \$250,000 it is mandatory audited financials to be presented.*

**4 INSURANCE COMMISSION & TRAINING SERVICES**

THAT the owner's corporation NOTE The Strata Managing Agency confirms that there was no commission received in the preceding 12 months and no commission is expected in the next 12 months.

THAT NIL training services have been provided to or paid for in connection with the exercise of functions by the company for this scheme.

**Resolved, no insurance commission was received.**

**5 INSURANCE RENEWAL**

(a) THAT a standing authority be given to The Strata Managing Agent to renew the insurances for the scheme in accordance with current valuation (subject to the decision to the next motion) and;

(b) THAT the Strata Manager be hereby authorised to arrange premium funding in accordance with Sec 100 of the Act if there are insufficient funds to pay the full insurance premium at time of renewal.

**Resolved.**

**Notes to motion:**

*This motion authorises the managing agent to place insurance, however our standard practise is to only use this authority if there is no feedback from the committee about the broker's recommendation.*

*The use of an insurance broker satisfies the 3 quotation requirement.*

**6 BUILDING VALUATION**

THAT a valuation be obtained for insurance purposes prior to the expiration of the current policy period and that the managing agent be authorised to alter the sum insured in accordance with the updated valuation.

**Defeated.**

Last obtained: 01/01/2022

**Notes to motion:**

*Although there is no requirement under the Act or the Regulations for a valuation to be conducted it is strongly recommended that a valuation be obtained for insurance purposes annually.*

**7 WORKERS COMPENSATION INSURANCE**

THAT the owners corporation resolves to confirm that it does not employ workers, including sole traders, with annual wages exceeding \$7,500, and therefore will not require workers compensation insurance.

**Resolved, no workers employed at the strata plan.**

**8 RECTIFICATION WORK TO COMMON PROPERTY**

THAT the owners corporation consider possible defect and rectification works required to common property. If required, authorize the strata manager to engage relevant building experts to inspect the property and provide a report.

**Resolved.**

**Notes to motion:**

*The legislation imposes a duty to repair and maintain.*

**9 WINDOW LOCKS - SAFETY AND COMPLIANCE AUDIT**

THAT the Owners Corporation review its obligations under section 118 of the Act in relation to window safety devices and carry out the following as may be required:

- (a) Engage a suitably qualified consultant to agent to arrange for a window safety and compliance audit of all windows in the scheme; **and**
- (b) Engage a suitably qualified consultant to carry out the installation of window safety devices to windows within the strata scheme;

**or**

Engage a suitably qualified consultant to carry out an annual inspection of the Window Safety Devices installed in each lot.

**Defeated.**

**Notes to motion:**

*Strata schemes with residential lots must ensure all windows above the ground level that can be opened, which are accessible to children from inside the building, have safety devices fitted to prevent children falling through. By 13 March 2018 window safety devices must be installed. Failure to do so can result in fines.*

*The owners corporation may either choose to have the Strata Committee arrange the consultant or delegate the duties to the Strata Manager for a fee of \$220.00 (incl GST).*

**10 ANNUAL FIRE SAFETY STATEMENT**

THAT the owners corporation RESOLVES to do the following:

- (a) Appoint and engage a suitably qualified and competent fire safety practitioner (the CFSP) to:
  - (i) Undertake fire safety inspections of the buildings fire safety services measures; and
  - (ii) Submit any corrective actions identified, to enable the Strata Committee/Owners Corporation determine what rectifications are required, if any;
  - (iii) Prepare an Annual Fire Safety Statement for the building in accordance with the applicable provisions of the Environmental Planning and Assessment Regulation 2020 (NSW), and the Environmental Planning and Assessment Amendment (Fire Safety and Building Certification) Regulation 2017 (as amended) (EP&A Regulation); and
  - (iv) Sign the annual fire safety statement (AFSS) on behalf of the Owners Corporation provided that the requirements for an annual fire safety statement under the EP&A Regulation have been met; and delegates to the strata managing agent under section 52, authority to arrange inspections for the purposes of fire

safety in accordance with section 123 of the Act

- (b) The owners corporation authorizes the strata managing agent to sign and execute the AFSS on their behalf and delegates to the strata managing agent the lodgement of the AFSS statement (where required) to the local Council and Fire & Rescue.

**Defeated.**

**11 WORK, HEALTH AND SAFETY - RISK AND SAFETY REPORT**

THAT the owners corporation acknowledge the Work Health and Safety Act 2011 and Regulations and resolves to:

- (a) instruct the managing agent to organise for an updated risk and safety report to be undertaken on the common property in compliance with its obligations under the Work Health and Safety Act 2011, noting the last report undertaken on 12/02/2019; and
- (b) To delegate to the Strata Manager the following functions pursuant to the Agency Agreement additional duties schedule:
  - i) undertake the seeking of quotations and engaging the consultant to prepare the report
  - ii) undertake the seeking of quotations and engaging the contractor to carry out any remedial work

**Defeated.**

**Notes to motion:**

*Undertaking a Work, Health & Safety Report may outline areas of the property which require maintenance to avoid risk.*

*The owner's corporation may either choose to have the Strata Committee arrange the consultant or delegate the duties to the Strata Manager for a fee of \$220.00 (incl GST).*

**12 ASBESTOS SURVEY**

THAT the owners corporation acknowledge the Work Health and Safety Act 2011 and Regulations and resolve to:

- (a) instruct the managing agent to organise for an updated asbestos survey to be undertaken on the common property in compliance with its obligations under the Work Health and Safety Regulation 2017, noting the last report undertaken on 22/02/2019; and
- (b) in the case of asbestos or asbestos containing materials being identified, instruct the managing agent to engage a suitably qualified consultant to prepare an asbestos register and asbestos management plan to be stored onsite to allow access by all employees, contractors and volunteers when working onsite (including the installation of an appropriate storage box as necessary and any other steps necessary to reduce the owners corporation's risk).

**Defeated.**

**Notes to motion:**

*Strata schemes are now required to engage a competent person to identify all asbestos containing materials on the common property.*

*Owners corporations are also required to keep an onsite asbestos register, which is to be available for employees, contractors and volunteers when working onsite.*

*The Code of Practice recommends that the date of construction is taken into account as buildings built prior to 31 December 2003 were not subject to the current ban on the use of chrysotile asbestos. As such, it is recommended that all pre-2004 buildings have asbestos surveys undertaken.*

*The owner's corporation may either choose to have the Strata Committee arrange the consultant or delegate the duties to the Strata Manager for a fee of \$220.00 (incl GST).*

**13 RECOMMENDATIONS OF CAPITAL WORKS FUND FORECAST REPORT**

THAT the recommendations of the last Capital Works (or Sinking) Fund Forecast Report prepared by QIA Group Pty Ltd be acknowledged, noting the attached summary from that report which details the forecasted expenditure and recommended contributions.

**Resolved.**

Last obtained: 12/02/2019

**Notes to motion:**

*A full copy of the report can be obtained by contacting the managing agent prior to the meeting.*

**14 CAPITAL WORKS FUND FORECAST REPORT**

THAT the managing agent be instructed to arrange for an updated Capital Works Fund Forecast Report.

**Defeated.**

Last obtained: 12/02/2019

**Notes to motion:**

*It is a requirement that an updated report be undertaken once every five years.*

**15 MANAGEMENT OF OUTSTANDING LEVIES**

THAT the owners corporation authorise, for the purpose of collecting levy contributions, interest and recovery costs:

- (a) the managing agent to issue a reminder levy notice 30 days after the levy due date (Levy Recovery Step 1)
- (b) the managing agent to issue 1<sup>st</sup> levy recovery letter 60 days after the levy due date (Levy Recovery Step 2)
- (c) the managing agent to issue 2<sup>nd</sup> levy recovery letter 90 days after the levy due date (Levy Recovery Step 3)
- (d) the managing agent to proceed with legal action 105 days after the levy due date and (Levy Recovery Step 4) where the debt is in excess of \$500.00 and appoint the services of a debt collection agency, obtain legal advice and/or retain legal representation of solicitors, barristers and/or experts on behalf of The Owners - Strata to issue a letter of demand and/or to commence, pursue, continue or defend any court, tribunal or other proceedings against any lot owner, mortgagee in possession and/or former lot owner in relation to all matters arising out of the recovery of levy contributions and the recovery of other debts, including penalties, interest, legal and other costs;
- (e) the strata committee to provide consent for payment plans generally or for specific lot owners;
- (f) the enforcement of any judgement obtained for the collection of levy contributions including commencing and maintaining bankruptcy or winding up proceedings; and
- (g) filing an appeal or defending an appeal against any judgement concerning the collection of levy contributions

**Resolved.**

**Notes to motion:**

*This motion authorises the managing agent to act as required and without delay to minimise impact on the cash-flow of the owners corporation.*

*CCA are engaged with authority from the strata committee to manage payment plans given their expertise in achieving the desired outcome for the owners corporation at the least possible expense to the owner.*

**16 PAYMENT PLANS FOR OUTSTANDING LEVY CONTRIBUTIONS**

THAT the owners corporation RESOLVES to authorise the strata committee to enter into a payment plan with a lot owner for any unpaid levies on the basis that all outstanding levies are paid within 12 months, and that all future levies are paid as and when they fall due.

Should a payment plan be approved, failure by the lot owner to pay future strata levies as and when they fall due, during the approved payment plan period, will deem the payment plan arrangements cancelled by the owners corporation, and all outstanding levy amounts will be due and payable with immediate effect.

Any lot owner request for a payment plan is to be supported by the completion of a Statement of Financial Position, and a statement outlining the reasons for the request, which is to include the \$ amount of the payment plan, as well as the payment plan term being requested.

**Resolved.**

**17 WAIVER OF INTEREST**

That the owners corporation RESOLVES pursuant to section 85 of the Strata Schemes Management Act 2015 to delegate to the strata committee and the strata managing agent separately the function of the owners corporation to determine (either generally or in a particular case) that a contribution to the administrative fund and/or capital works fund is to bear no interest and to authorise and direct the strata committee and strata managing agent separately to make determinations in accordance with that delegation including (without limitation) a determination that a contribution payable by a particular lot owner is to bear no interest for a certain period of time after the contribution became due and payable (e.g. 3 months commencing on the due date of the

contribution) or that a specified amount of (but not all) interest be waived (e.g. the sum of \$200.00).

**Resolved.**

*Explanatory Note: This is a motion to delegate to the strata committee and strata managing agent the power to waive interest on overdue contributions to the administrative and capital works funds payable by owners either generally (i.e. for all owners) or in a particular case (e.g. for a specific owner) and to authorise the committee and strata manager to exercise that power by, for example, waiving interest on overdue contributions for a specific period (e.g. 3 months) or by a certain amount (e.g. \$20.00).*

**18 STRATA COMMITTEE NOMINATION AND NUMBERS**

THAT:

- (a) the nominations for the strata committee be declared, received and recorded; **One nomination from Rochelle Ann Pye unit 4.**
- (b) the nominations be closed by the chairperson; and
- (c) the number of members of the strata committee be determined for the ensuing year. (**Two**).

**Notes to motion:**

*Please refer to the Strata Committee Election details provided with this notice.*

*The Chairperson will*

- + *declare written nominations received before the meeting and*
  - + *call for verbal nominations from the floor before closing nominations.*
- Candidates and acting members of the strata committee must disclose any connection to the original owner or caretaker of the scheme, either before the meeting or during.*
- If the number of nominations exceeds the number of members decided upon, a ballot be held to determine the successful members.*
- If the number of nominations equals the number of members decided upon, then those members are duly elected.*

**19 RESTRICTIONS OVER THE STRATA COMMITTEE**

THAT the owners corporation resolve if any matter or class of matter, other than those imposed by the Act, is to be determined by the Owners Corporation in general meeting.

**Resolved, no restrictions to be placed on the committee.**

**Notes to motion:**

*The Act provides various restrictions to the types of matters that may be determined by the strata committee on behalf of the owners corporation. The owners corporation must decide whether further restrictions be imposed upon the strata committee.*

**20 APPROVE ELECTRIC VEHICLE CHARGERS**

The owners corporation SPECIALLY RESOLVES pursuant to section 108 of the *Strata Schemes Management Act 2015* THAT all owners be authorised to alter and add to the common property in connection with their lots by undertaking the electric vehicle charger works described in Special By-Law -Electric Vehicle Chargers - the terms of which by-law are set out or referred to in the next motion, on the conditions of that by-law, including the condition that the owners are responsible for the ongoing maintenance, repair, renewal and replacement of the electric vehicle charger works and the common property occupied by the electric vehicle charger works.

**Defeated.**

*Explanatory Note: This is a motion to authorise all owners to install cabling and other electrical infrastructure to charge electric vehicles on the garage walls of their lots on certain conditions.*

**21 ELECTRIC VEHICLE CHARGERS BY-LAWS**

The owners corporation SPECIALLY RESOLVES pursuant to section 141 of the *Strata Schemes Management Act 2015* THAT an additional by-law be made, Special By-Law -Electric Vehicle Chargers - on the terms set out below or which are attached to the notice of this meeting, and that notification of the by-law be lodged for registration at the Registrar-General's Office.

**Defeated.**

*Explanatory Note: This is a motion to make a by-law that will permit owners to install cabling and other electrical infrastructure to charge electric vehicles on the garage walls of their lots on certain conditions.*

**SPECIAL BY-LAW - ELECTRIC VEHICLE CHARGERS**

**1. Introduction**

This by-law sets out the rules you must follow if you intend to carry out electric vehicle charger works to install cabling and other electrical infrastructure to charge electric vehicles on a garage wall of your lot.

**2. Definitions & Interpretation**



- 2.1 In this by-law, unless the context or subject matter otherwise indicates or requires:
- (a) "**Act**" means the *Strata Schemes Management Act 2015*,
  - (b) "**annexure**" means the annexure to this by-law,
  - (c) "**electric vehicle charger**" means cabling and other electrical infrastructure to charge electric vehicles,
  - (d) "**electric vehicle charger works**" means the alterations and additions to a common area or your lot involved in installing cabling and other electrical infrastructure to charge electric vehicles on a garage wall of your lot,
  - (e) "**building**" means the building in the strata scheme in which your lot is located,
  - (f) "**common area**" means the common property in the strata scheme,
  - (g) "**lot**" means a lot in the strata scheme, and
  - (i) "**strata scheme**" means the strata scheme to which this by-law applies,
  - (j) "**you**" means an owner of a lot and includes your successors in title.
- 2.2 In this by-law, unless the context or subject matter otherwise indicates or requires:
- (a) headings have been inserted for guidance only and do not affect the interpretation of this by-law,
  - (b) references to any legislation include any legislation amending, consolidating or replacing the same, and all by-laws, ordinances, proclamations, regulations, rules and other authorities made under them,
  - (c) words importing the singular number include the plural and vice versa,
  - (d) where any word or phrase is given a definite meaning any part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning,
  - (e) any expression used in this by-law and which is defined in the Act will have the same meaning as that expression has in that Act unless a contrary intention is expressed in this by-law,
  - (f) if any provision of this by-law is invalid or void, that provision will be read down, ignored or severed so far as is possible in order to uphold the validity and enforceability of the remaining provisions of this by-law, and
  - (g) if there is any inconsistency between this by-law and any other by-law applicable to the strata scheme, then the provisions of this by-law will prevail to the extent of that inconsistency.

### 3. **Approval of Electric Vehicle Charger Works**

You may carry out, or permit anyone else to carry out on your behalf, electric vehicle charger works in connection with your lot on the conditions of this by-law.

### 4. **Conditions for Electric Vehicle Charger Works**

#### 4.1 **Before the Electric Vehicle Charger Works**

4.1.1 Before commencing electric vehicle charger works, you must:

##### (a) **Prior Notice**

give the owners corporation at least 14 days' written notice. Your written notice must include:

- (i) your name, address and telephone number,
- (ii) your lot number,
- (iii) details of the electric vehicle charger works including the type and colour of the electric vehicle charger to be installed during the electric vehicle charger works,
- (iv) any drawings, plans and specifications for the electric vehicle charger works,
- (v) an estimate of the duration and times of the electric vehicle charger works,
- (vi) details of the persons carrying out the electric vehicle charger works including the name, licence number, qualifications and telephone number of those persons,
- (vii) details of arrangements to manage any resulting rubbish or debris arising from the electric vehicle charger works,

##### (a) **Strata Committee Confirmation**

obtain written notification from the owners corporation or strata committee that your notice given under clause 4.1.1(a) is satisfactory,

##### (b) **Written Consent**

give the owners corporation your written consent to this by-law by completing, signing and giving the secretary of the owners corporation or strata managing agent the consent form in the annexure, if you have not already done so,

##### (c) **Local Council Approval**

if required by law, obtain a complying development certificate for or development consent of the local council to the electric vehicle charger works and a construction certificate for the electric vehicle charger works, and give copies of them to the owners corporation,

##### (d) **Contractor's Licence and Insurance Details**

give the owners corporation a copy of a certificate or other document demonstrating that the contractor who will carry out the electric vehicle charger works holds a current:

- (i) licence,
- (ii) all risk insurance policy which must include public liability cover in the sum of \$10,000,000.00,
- (iii) workers compensation insurance policy, and
- (iv) home building compensation fund insurance policy under the *Home Building Act 1989* for the electric vehicle charger works (if required by law),

##### (a) **Engineer's Report**

if requested to by the owners corporation, give the owners corporation a report from a structural engineer addressed to the owners corporation certifying that the electric vehicle charger works will not have a detrimental affect on the structural integrity of the building or any part of it,

##### (b) **Dilapidation Report**

if requested to by the owners corporation, give the owners corporation a dilapidation report (which must include

photographs) concerning the areas of the building the owners corporation requires to be included in that report,

**(c) Bond**

if requested to by the owners corporation, pay a bond to the owners corporation in the sum of \$5,000.00 or such other amount determined from time to time by the owners corporation,

**(d) Costs**

pay the reasonable costs of the owners corporation incurred in connection with considering your notice given under clause 4.1.1(a) for the electric vehicle charger works including any consultant's costs.

4.1.2 If you have not complied with or fulfilled any of the conditions set out in clause 4.1.1 you must not begin the electric vehicle charger works and if you have already begun the electric vehicle charger works you must immediately stop them.

**4.2 During the Electric Vehicle Charger Works**

During the electric vehicle charger works you must:

**(a) Standard of Workmanship**

ensure the electric vehicle charger works are carried out in a competent and proper manner by appropriately qualified and licensed contractors utilising only first quality materials which are good and suitable for the purpose for which they are used,

**(b) Quality of Electric Vehicle Charger Works**

make certain the electric vehicle charger works are completed in accordance with any specifications for them and comply with the Building Code of Australia and any applicable Australian Standard (in the event of a conflict, the Building Code of Australia shall prevail),

**(c) Time for Completion of Electric Vehicle Charger Works**

make sure the electric vehicle charger works are carried out with due diligence and are completed as soon as practicable from the date of commencement,

**(d) Times for Electric Vehicle Charger Works**

ensure that the electric vehicle charger works are only carried out between the hours of 8.00am - 5.00pm on Monday - Friday and 9.00am - 3.00pm on Saturdays (not including public holidays) and are not carried out any other times,

**(e) Times for Operation of Noisy Equipment**

make sure that percussion tools and noisy equipment are only used between 10.00 am - 3.00 pm and that at least 72 hours notice is given to the occupiers of the other lots before the use of any such tools and equipment,

**(f) Appearance and Location of Electric Vehicle Charger Works**

ensure the electric vehicle charger works are carried out and completed in a manner which is in keeping with the rest of the building and that the electric vehicle charger that is installed during the electric vehicle charger works is situated on a garage wall of your lot,

**(g) Supervision of Electric Vehicle Charger Works**

ensure that the electric vehicle charger works are adequately supervised and that the common areas are inspected by the supervisor on a daily basis to ensure that the conditions of this by-law are complied with,

**(h) Noise During Electric Vehicle Charger Works**

ensure the electric vehicle charger works and your contractors do not create any excessive noise in your lot or in a common area that is likely to interfere with the peaceful enjoyment of the occupier of another lot or of any person lawfully using a common area,

**(i) Transportation of Construction Equipment**

ensure that all construction materials and equipment are transported in accordance with any manner reasonably directed by the owners corporation and in a manner that does not cause damage to the building,

**(j) Debris**

ensure that any debris and rubbish associated with or generated by the electric vehicle charger works is removed from the building strictly in accordance with the reasonable directions of the owners corporation,

**(k) Storage of Building Materials on Common Areas**

make sure that no building materials are stored in a common area,

**(l) Protection of Building**

protect all areas of the building in which your lot is situated which are affected by the electric vehicle charger works from damage, the entry of water or rain and from dirt, dust and debris relating to the electric vehicle charger works and ensure that all common areas surrounding your lot are appropriately protected by covers and mats when transporting construction materials, equipment and debris over them,

**(m) Building Integrity**

keep all areas of the building affected by the electric vehicle charger works structurally sound during the electric vehicle charger works and make sure that any holes or penetrations made during the electric vehicle charger works are adequately sealed and waterproofed and, if necessary, fireproofed,

**(n) Daily Cleaning**

clean any part of the common areas affected by the electric vehicle charger works on a daily basis and keep all of those common areas clean, neat and tidy during the electric vehicle charger works,

**(o) Access**

give the owners corporation's nominee (which may be its consultant) access to your lot to inspect (and, if applicable, supervise) the electric vehicle charger works on reasonable notice,

**(p) Vehicles**

ensure that no contractor's vehicles obstruct the common areas other than on a temporary and non-recurring

basis when delivering or removing materials or equipment and then only for such time as is reasonably necessary,

**(q) Variation to Electric Vehicle Charger Works**

not vary the electric vehicle charger works without obtaining the prior written approval of the owners corporation,

**(r) Costs of Electric Vehicle Charger Works**

pay all costs associated with the electric vehicle charger works including any costs incurred by the owners corporation engaging a consultant to inspect or supervise the electric vehicle charger works.

**4.3 After the Electric Vehicle Charger Works**

After the electric vehicle charger works have been completed, you must:

**(a) Notify the Owners Corporation**

promptly notify the owners corporation that the electric vehicle charger works have been completed,

**(b) Access**

give the owners corporation's nominee (which may be its consultant) access to your lot to inspect the electric vehicle charger works on reasonable notice,

**(c) Restore the Common Areas**

restore all common areas damaged by the electric vehicle charger works as nearly as possible to the state which they were in immediately prior to commencement of the electric vehicle charger works,

**(d) Engineer's Report**

if required by the owners corporation, give the owners corporation a report from a duly qualified structural engineer addressed to the owners corporation certifying that the electric vehicle charger works have been completed in a manner that will not detrimentally affect the structural integrity of the building or any part of it,

**(e) Expert's Report**

if required by the owners corporation, give the owners corporation a report from a duly qualified building consultant or expert addressed to the owners corporation certifying that the electric vehicle charger works have been completed in a manner that complies with the Building Code of Australia and any applicable Australian Standards,

**4.4 Enduring Obligations**

You must:

**(a) Maintenance of Electric Vehicle Charger Works**

properly maintain the electric vehicle charger works and keep them in a state of good and serviceable repair and, where necessary, renew or replace any part of those electric vehicle charger works,

**(b) Repair Damage**

repair any damage caused to another lot or the common areas by the carrying out of the electric vehicle charger works in a competent and proper manner,

**(c) Prevent Excessive Noise**

ensure that any equipment forming part of the electric vehicle charger does not create or generate any noise or vibrations likely to interfere with the peaceful enjoyment of the occupier of another lot or of any person lawfully using a common area,

**(d) Overloading Electricity Supply**

ensure that the use of the works to charge a vehicle does not overload the electricity supply of the building or disrupt or interfere with the electricity supply to any of the lots,

**(e) Safety**

ensure that the use of the electric vehicle charger works to charge a vehicle is done in a safe manner that does not cause any risks to the health or safety of any person including an owner or occupier of a lot or any person on common property,

**(f) Access to Car Space**

ensure that the electric vehicle charger works and the electric vehicle charger installed during those works do not prevent a vehicle being parked wholly within your car space,

**(g) Separate Metering**

if your lot is separately metered, or if requested by the owners corporation, ensure that the supply of electricity through the electric vehicle charger works and the electric vehicle charger installed during those works is separately metered and charged to your account,

**(h) Indemnity**

indemnify and keep indemnified the owners corporation against all actions, proceedings, claims, demands, costs, damages and expenses which may be incurred by or brought or made against the owners corporation arising out of the electric vehicle charger works or the altered state or use of your lot or any of the common areas arising from the electric vehicle charger works including any costs to upgrade electrical infrastructure in the building or your breach of this by-law,

**(i) Insurance**

if required by the owners corporation, make, or permit the owners corporation to make on your behalf, any insurance claim concerning or arising from the electric vehicle charger works, and use the proceeds of any insurance payment made as a result of an insurance claim to complete the electric vehicle charger works or repair any damage to the building caused by the electric vehicle charger works,

**(j) Comply with the Law**

comply with all statutes, by-laws, regulations, rules and other laws for the time being in force and which are applicable to the electric vehicle charger works and the requirements of the local council concerning the electric vehicle charger works (for example, the conditions of the local council's approval of the major electric vehicle charger works, a notice or order issued by the local council or fire safety laws).

**5. Bond**

The owners corporation shall be entitled to apply the bond paid by you under the conditions of this by-law, or any part of it, towards the costs of the owners corporation incurred:

- (a) repairing any damage caused to a common area or any other lot during or as a result of the electric vehicle charger works, or
  - (b) cleaning any part of the common area as a result of the electric vehicle charger works,
- and the owners corporation must refund the bond, or the remaining balance of it, when you notify the owners corporation that the electric vehicle charger works have been completed and the owners corporation is reasonably satisfied that you have complied with the conditions of this by-law.

**6. Breach of this By-Law**

6.1 If you breach any condition of this by-law and fail to rectify that breach within 14 days of service of a written notice from the owners corporation requiring rectification of that breach (or such other period as is specified in the notice), then the owners corporation may:

- (a) rectify the breach,
- (b) enter on any part of the building including your lot, by its agents, employees or contractors, in accordance with the Act for the purpose of rectifying the breach, and
- (c) recover as a debt due from you the costs of the rectification and the expenses of the owners corporation incurred in recovering those costs including legal costs on an indemnity basis.

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

**7. Decision of Owners Corporation not to Maintain Minor Electric Vehicle Charger Works**

To avoid doubt, the owners corporation determines that:

- (a) it is inappropriate for the owners corporation to maintain, renew, replace or repair any electric vehicle charger works; and
- (b) in the light of the obligations imposed on you in this by-law to maintain, renew, replace or repair any such electric vehicle charger works, its decision will not affect the safety of any building, structure or common area in the strata scheme or detract from the appearance of any property in the strata scheme.

**ANNEXURE**

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**CONSENT FORM**

T The Secretary The Owners - Strata Plan No. 8687 C/- Neighbourly Pty Ltd PO Box 301  
o BANKSTOWN NSW 1885  
:

Dear Secretary

**RE: CONSENT TO SPECIAL BY-LAW FOR ELECTRIC VEHICLE CHARGERS**

---

I/We ..... being the owner(s) of lot ..... in Strata Plan No. 8687 hereby consent to the making of Special By-Law -Electric Vehicle Chargers - which by-law grants me/us the right to install cabling and other electrical infrastructure to charge electric vehicles on a garage wall of my/our lot and imposes on me/us the obligation to maintain, repair, renew and replace that cabling and other electrical infrastructure to charge electric vehicles (which obligation I/we accept); such by-law to be adopted by a special resolution passed by the owners corporation at a general meeting.

.....  
**Dated**

.....  
**Signature(s)**

**22 REPAIR ELECTRIC VEHICLE CHARGER WORKS**

The owners corporation SPECIALLY RESOLVES pursuant to section 106(3) of the *Strata Schemes Management Act 2015* THAT:

- (a) it is inappropriate for the owners corporation to maintain, renew, replace or repair any electric vehicle

charger works carried out in accordance with Special By-Law -Electric Vehicle Chargers; and

- (b) in the light of the obligations imposed on owners in that by-law to maintain, renew, replace or repair any electric vehicle charger works done by them, its decision will not affect the safety of any building, structure or common area in the strata scheme or detract from the appearance of any property in the strata scheme.

**Defeated.**

*Explanatory Note: This is a motion for the owners corporation to determine not to maintain, repair, renew or replace any cabling and other electrical infrastructure to charge electric vehicles on the garage walls of owners that are installed by owners pursuant to the by-law for electric vehicle chargers.*

## 23 PERMIT RECOVERY OF COSTS FOR DAMAGE TO COMMON PROPERTY

THAT the owners corporation SPECIALLY RESOLVES pursuant to section 141 of the *Strata Schemes Management Act 2015* to make an additional by-law, Special By-Law - Recovery of Costs for Repairing Damage to Common Property, in the terms set out below or which are attached to the notice of this meeting and to lodge notification of the by-law and a consolidated set of all existing by-laws for registration at NSW Land Registry Services.

**Defeated.**

*Explanatory note: this is a motion to make a by-law to prohibit owners and occupiers of lots damaging common property without owners corporation approval and permit the owners corporation to recover from owners and occupiers who damage common property the costs it incurs repairing that damage.*

### Special By-Law - Recovery of Costs for Repairing Damage to Common Property

#### 1. Introduction

This by-law gives us the right to recover from you costs and expenses we incur repairing damage to the common property caused by you or arising out of or as a result of your breach of this by-law.

#### 2. Definitions

In this by-law, unless the context or subject matter otherwise indicates or requires:

- 2.1 "**demand**" means a written demand from us to you;
- 2.2 "**expenses**" means any cost or expense incurred by us arising out of, or as a result of, your breach of this by-law including remedy expenses and repair costs;
- 2.3 "**interest**" means interest payable on expenses in accordance with this by-law;
- 2.4 "**invitee**" includes a guest or contractor such as a removalist;
- 2.5 "**lot**" means a lot in the strata scheme;
- 2.6 "**occupier**" means a person in occupation of a lot and includes a tenant;
- 2.7 "**owner**" means an owner of a lot;
- 2.8 "**recovery costs**" means any cost or expense incurred by us in recovering from you any expenses or interest including strata managing agent's costs and legal costs on an indemnity basis;
- 2.9 "**remedy expenses**" means any cost or expense incurred by us remedying or attempting to remedy your breach of this by-law including consultant's costs;
- 2.10 "**repair costs**" means any cost or expense we incur repairing damage to common property caused by you, or arising out of, or as a result of, your breach of this by-law;
- 2.11 "**Strata Act**" means the *Strata Schemes Management Act 2015*;
- 2.12 "**strata scheme**" means the strata scheme to which this by-law applies;
- 2.13 "**us**" or "**we**" means the owners corporation; and
- 2.14 "**you**" means an owner or occupier.

#### 3. Interpretation

In this by-law:

- 3.1 headings have been inserted for guidance only and do not affect the interpretation of this by-law;
- 3.2 references to any legislation include any legislation amending, consolidating or replacing the same, and all by-laws, ordinances, proclamations, regulations, rules and other authorities made under them;
- 3.3 words importing the singular number include the plural and vice versa;
- 3.4 where any word or phrase is given a definite meaning any part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning;
- 3.5 any expression used in this by-law and which is defined in the Strata Act will have the same meaning as that expression has in the Strata Act unless a contrary intention is expressed in this by-law;
- 3.6 the terms of this by-law are independent of each another. If a term of this by-law is deemed void or unenforceable, it shall be severed from this by-law, and the by-law as a whole will not be deemed void or unenforceable;
- 3.7 the terms of this by-law apply to the extent permitted by law; and
- 3.8 if there is any inconsistency between this by-law and any other by-law applicable to the strata scheme, then the provisions of this by-law will prevail to the extent of that inconsistency.

#### 4. Prohibiting Damage to Common Property

- 4.1 You must not damage common property without the approval in writing of the owners corporation (except

where permitted by the Strata Act or a by-law).

4.2 If you are an owner, you must take all reasonable steps to ensure that any occupier of your lot does not damage common property without the approval in writing of the owners corporation (except where permitted by the Strata Act or a by-law).

4.3 You must take all reasonable steps to ensure that any of your invitees do not damage common property without the approval in writing of the owners corporation (except where permitted by the Strata Act or a by-law).

#### **5. Payment of Expenses**

If you breach this by-law, you are liable to pay or reimburse us for any expenses on demand.

#### **6. Interest on Expenses**

If any expenses are not paid by you at the end of one month after they become due and payable, the expenses bear until paid simple interest at the same annual rate as applies to interest on overdue contributions levied by us (currently an annual rate of 10 per cent).

#### **7. Payment of Recovery Costs**

You are liable to pay or reimburse us for any recovery costs on demand.

#### **8. Recovery of Expenses, Interest, Etc**

We may recover from you as a debt any:

- (a) expenses;
- (b) interest; and
- (c) recovery costs;

for which you are liable.

#### **9. Mode of Recovery of Expenses, Interest, Etc**

If you are an owner, we may include reference to any expenses, interest or recovery costs for which you are liable on:

- (a) your account with us;
- (b) levy notices served on you; and
- (c) certificates issued under section 184 of the Strata Act in respect of your lot;

for the purpose of recovering from you as a debt any of those amounts.

#### **10. Appropriation of Payments**

We may appropriate any payments you make to us towards expenses, interest and recovery costs in any manner we deem fit.

#### **11. Sale of Lot**

If a person becomes an owner of a lot at a time when, under this by-law, a former owner is liable to pay any expenses, interest or recovery costs to us, the person who becomes owner is jointly and severally liable with the former owner to pay those amounts to us.

## **24 MOVING IN/OUT BY-LAW**

THAT the owners corporation SPECIALLY RESOLVES pursuant to section 141 of the *Strata Schemes Management Act 2015* to make an additional by-law, Special By-Law - Moving Furniture and Other Objects In, Out and Through the Building and to repeal any existing by-law that deals with that topic and to lodge notification of the changes to the by-laws and a consolidated set of by-laws for registration at NSW Land Registry Services.

### **Defeated.**

*Explanatory Note: This is a motion to replace the existing by-law dealing with the moving of furniture and other objects through common property with a new by-law that contains more detailed rules regulating moving in and out of the building and transporting furniture and other large objects through the common property.*

### **Special By-Law No. - Moving Furniture and Other Objects In, Out and Through the Building**

#### **1. Introduction**

This by-law sets out the rules you must follow when you move in or out. You must comply with this by-law.

#### **2. Definitions**

In this by-law:

"**approved move times**" means between 8.00am - 6.00pm on Monday to Friday and 9:00am - 1:00pm on Saturdays (excluding public holidays) or such other hours approved by the owners corporation or strata committee;

"**bond**" means a cash bond in an amount of \$1,000.00 or such other amount determined by the owners corporation or strata committee from time to time to be held by the owners corporation on the conditions of this by-law;

"**move in or out**" means transport any furniture or large object through or on common property within the building;

"**you**" means the owner, occupier or lessee of a lot.

#### **3. Prior Notice for Moving in or out**

You must not move in or out unless at least 48 hours' notice has first been given to the strata committee so as to enable a representative of the committee to be present at the time when you move in or out.

#### **4. Times for Moving in or out**

You must not move in or out at any time (except during approved move times) without the prior approval of the

owners corporation.

#### **5. Bond**

You must not move in or out unless you have first paid a bond to the owners corporation.

#### **6. Prevention of Damage and Mess During Moving in and out**

6.1 You must not damage the common property during or as a result of your move in or out and you must ensure that on completion of your move in or out the common property affected by your move in or out is left clean, neat and tidy.

6.2 You must take all reasonable steps to ensure that the common property is not damaged during or as a result of your move in or out and that the common property affected by your move in or out is left clean, neat and tidy.

#### **7. Prevention of Nuisance During Moving in and out**

You must take all reasonable steps to ensure that your move in or out does not interfere unreasonably with the use or enjoyment of the common property or another lot by any person.

#### **8. Rules for Moving in and out**

8.1 You must ensure that the common property affected by your move in or out is protected from damage during your move in or out including, if necessary by placing pads and mats on the common property to protect it from damage during your move in or out.

8.2 You must not dispose of any debris, rubbish or goods associated with your move in or out in the rubbish bins or recycling bins of the owners corporation without the prior approval of the strata committee.

8.3 You must not hold open, by use of chocks or similar devices, any doors including fire doors during your move in and out.

8.4 You must comply with any directions the strata committee gives you concerning your move in or out including directions that furniture or large objects are to be transported through specified parts of the common property or in a specified manner.

8.5 If you are an owner of a lot, you must take all reasonable steps to ensure that any occupier or lessee of your lot complies with the conditions of this by-law.

#### **9. Indemnity**

You must indemnify the owners corporation on demand against all claims made against it or any loss, costs or expenses it incurs arising out of your move in or out or a breach of this by-law including any costs or expenses it incurs repairing damage to the common property caused by your move in or out or cleaning any part of the common property that needs to be cleaned as a result of your move in or out.

#### **10. Bond**

10.1 The owners corporation shall be entitled to apply the bond paid by you, or any part of the bond, towards the costs of the owners corporation incurred:

(a) repairing any damage to the common property caused as a result of your move in or out; or

(b) cleaning any part of the common property that needs to be cleaned as a result of your move in or out.

10.2 The owners corporation must promptly refund the bond, or the remaining balance of it, once you notify the owners corporation that you have completed your move in or out and the owners corporation is reasonably satisfied that you have complied with the conditions of this by-law.

#### **11. Recovery of Amounts**

11.1 The owners corporation may recover from you as a debt any amount for which you are liable to indemnify or otherwise pay the owners corporation pursuant to this by-law and the costs and expenses of the owners corporation incurred in recovering any such amount.

11.2 For the purpose of clause 11.1, if you are an owner of a lot, the owners corporation may record any amount for which you are liable to indemnify or otherwise pay the owners corporation pursuant to this by-law and the costs and expenses of the owners corporation incurred in recovering any such amount on:

(a) your account kept with the owners corporation;

(b) levy notices given to you; and

(c) certificates issued in respect of your lot under section 184 of the *Strata Schemes Management Act 2015*.

## **25 BUDGET & LEVIES**

THAT the Budget for the financial year commencing after 30/09/2022 be adopted and that levies be determined as follows:

1. Contributions to the **Administrative Fund** are estimated in accordance with section 79 of the Strata Schemes Management Act 2015, and determined in accordance with section 81 of the Strata Schemes Management Act 2015 at \$17,863.00 and

2. Contributions to the **Capital Works Fund** estimated in accordance with section 79 of the Strata Schemes Management Act, 2015 be determined in accordance with section 81 of the Strata Schemes Management Act 2015 at \$2,022.00 and

**AMENDED and RESOLVED that the total contributions for the Admin Fund is \$17,863.00 reduced from \$21,189.00 and the Capital Fund is reduced from \$9,468.00 to \$2,022.00.**

3. The Owners Corporation levy in accordance with section 81(3) of the Strata Schemes Management Act 2015 both contributions to be paid in quarterly instalments, the first being due 01/01/2023 and subsequent instalments being due on 01/04/2023, 01/07/2023, 01/10/2023 or until otherwise determined.

**Notes to motion:**

*The attached proposed budget determines the contributions by the lots.*

*Owners can calculate the individual portion of the levies by multiplying the rate per unit entitlement which appears at the bottom of the budget, by the unit entitlement for the lot.*

*The quarterly cycle period must allow all levy contributions to be raised fully within the financial year period.*



**26 STRATA MANAGEMENT AGREEMENT**

A THAT the Owners Corporation of Strata Plan No. 8687

- (a) enters into a new agency agreement with VJ Ray Pty Ltd; and
- (b) continues to appoint VJ Ray Pty Ltd as Strata Managing Agent (Agent); and
- (c) delegate to the Agent all of the functions of:
  - (i) the owners corporation (other than those listed in section 52(2) of the Act); and
  - (ii) its chairperson, treasurer, secretary and strata committee, necessary to enable the Agent to carry out the 'agreed services' and the 'additional services' as defined in the written agreement, a copy of which is attached to this notice (Agreement);
- (d) the delegation to the Agent is to be subject to the conditions and limitations in the Agreement; and
- (e) the owners corporation execute the Agreement to give effect to this appointment and delegation; and
- (f) authority be given for the common seal of the owners corporation to be affixed to the Agreement by the secretary and any other member of the strata committee OR two owners.

B That the delegations in this motion supersede all previous delegations.

**Resolved . Owners to sign the agreement are Rochelle Ann Pye - unit 4 & Stephen John - unit 1.**

**27 ADDRESS FOR SERVICE**

THAT the Owners Corporation resolves to change its address for services of notice to:

Neighbourly Strata

P O BOX 301

BANKSTOWN NSW 1885

**Resolved.**

*Explanation: This motion is to approve the change of address for service registered on title to your strata managing agent.*

**MINUTES OF STRATA COMMITTEE MEETING**

Sections 39, 40, 263 & Schedule 2 of Strata Schemes Management Act 2015 (NSW)

TO The Owners - Strata Plan No. 8687.

28 Macdonald Street , Lakenba NSW 2195.

**DATE, PLACE AND TIME**

The meeting was held immediately after the Annual General Meeting  
on Tuesday the 13th of December 2022  
by Teleconference.

**In attendance was Rochelle Ann Pye unit 4.**

**1 ACTING MEMBERS**

THAT pursuant to section 34 of the Strata Schemes Management Act 2015, the strata committee receive and accept the appointment of any acting members of the strata committee for the purpose of this meeting of the strata committee.

**Resolved.**

**2 CONFIRMATION OF MINUTES**

THAT the minutes of the last strata committee meeting be confirmed as a true and accurate record of that meeting.

**Resolved.**

**3 PECUNIARY INTEREST**

THAT the strata committee:

- (a) receive any disclosures regarding pecuniary interests;
- (b) record the details of these interests in the disclosure book;
- (c) for each disclosure made, determine whether that member can
  - 1. be present during the deliberations for that matter, or
  - 2. take any part in the decision of that matter.

**Resolved.**

**Notes to motion:**

*Disclosure of any interest in relation to a corporation or other body, or a specified person for a matter. This might be employment, membership, partnership, though can be any type of relationship*

**4 ELECTION OF OFFICE BEARERS**

THAT the secretary, treasurer and chairperson of the strata committee be elected. That an officer be nominated as the emergency contact for the Strata Scheme.

**Resolved.**

**5 ELECTRONIC MEANS OF ATTENDANCE**

THAT the strata committee resolves that attendance at strata committee meetings may be by the following additional means:

- (a) telephone conference; or
- (b) video-conferencing;
- (c) email from the email address provided for service of notices.

The meeting notice will specify

- + means and method of accessing the facility for that purpose for that particular strata committee meeting and
- + that any strata committee member attending a strata committee meeting by these means and eligible to vote on a matter may cast a vote as if they were physically present at the meeting.

**Resolved.**

**Notes to motion:**

*This does not prevent a strata committee meeting being held or attended in person or a meeting being held in writing in accordance with Schedule 2 clause 9(2) of the Act.*

*Meetings held by video-conference or tele-conference may be recorded by the strata management agent. These facilities are likely to incur additional costs to the owners corporation.*

**6 AUTHORITY TO UPLOAD INFORMATION TO STRATA HUB**

That the Strata Committee resolves to delegate to the strata manager the function of uploading all information/documents required to comply with the Strata Schemes Management Regulations 2021 (regulation 43A) relating to the Office of Fair Trading "strata hub".

**Resolved.**

*Explanatory Note: From 30 June 2022 an Owners Corporation will be required to place a range of information (and documents) on the Office of Fair Trading "strata Hub" which is designed to capture information relating to a strata scheme (some of which is for public distribution). The motion is for the strata managing agent to be delegated the authority to undertake such work (uploading the information/documents and keeping records current)*

**7 NEXT MEETING**

THAT the date, time and location of the next meeting(s) of the strata committee be determined.

**Resolved, however a time was not discussed.**

CLOSURE: There being no further business, the chairperson declared the meeting **closed at 5.10pm..**



# NOTICE OF ANNUAL GENERAL MEETING

*Section 18 & Schedule 1 of Strata Schemes Management Act 2015 (NSW)*

TO The Owners - Strata Plan No. 8687

28 Macdonald Street, LAKEMBA NSW 2195

## DATE, PLACE AND TIME

The meeting will be held on Monday, 07 November 2022

By Teleconference: Dial 1300 254 410

Access Code: 7251952

The meeting will commence at 05:00 PM

## AGENDA

1. Preliminaries
  - + recording of persons present and in attendance
  - + receipt of proxies
  - + recording of apologies
  - + announcement of persons entitled to vote
  - + determination of a quorum
2. Opening
  - + confirming chairperson
  - + commencement time
3. Consideration of attached motions
4. Closure

Should you have any queries regarding this notice of meeting or any of the items contained within, please contact our office prior to the meeting on 02 8880 1040.

Your Strata Manager is Mazen Sawaqed - [mazen@neighbourly.co](mailto:mazen@neighbourly.co)

NOTICE DATE: 17 October 2022

## STATUTORY INFORMATION

### PERSONS ENTITLED TO VOTE AT GENERAL MEETINGS

*(Clauses 8, 23 & 24 of Schedule 1 of the Act)*

Each owner, and each person entitled to a priority vote, has voting rights that may be exercised at a general meeting of the owners corporation, but only if the owner or person is recorded in the strata roll and, in the case of a corporation, the company nominee is recorded in the strata roll.

Voting may be exercised in person or by proxy. If the owner is a corporation, voting may be exercised only by the company nominee in person, or by a proxy appointed by the corporation.

✓ If you are the company nominee and unsure whether you are recorded on the strata roll, then call the office to check or execute and return the enclosed company nominee form prior to the meeting.

### Voting eligibility & financial status

A vote at a general meeting by an owner of a lot or a person with a priority vote in respect of a lot will not count (other than on 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 that are owing.

✓ These contributions and amounts recoverable must be paid in full prior to the meeting. "Payment" means that cleared funds must be in the owners corporation's bank account before the meeting. Cash, bank cheques, personal cheques or copies of post office receipts (or the like) will **not** be accepted on the day of the meeting.

### PROXIES

*(Clauses 25 to 27 of Schedule 1 of the Act)*

A person is a duly appointed proxy if the person is appointed as a proxy by an instrument in the form prescribed by the regulations. The proxy form contains mandatory instructions on how to complete.

✓ For the proxy to be effective / valid the details provided must be as per instructions AND the proxy must be given to the secretary or managing agent on the date recorded on the form AND before the meeting (24 hours before in the case of a large scheme).

A proxy cannot exercise a vote in relation to a matter if the person who appointed the proxy is exercising personally a power to vote on that matter.

A proxy has effect for the period commencing with the day on which it takes effect and ending with the later of the first anniversary of that day and the conclusion of the second annual general meeting held after that day, unless it is sooner revoked or a shorter period is stipulated on the proxy form.

If the instrument appointing a proxy limits the manner in which the proxy may vote at a meeting, a vote by the proxy that does not observe the limitation is invalid.

A duly appointed proxy may vote on a show of hands or demand a poll.

✓ If you appoint the managing agent as your proxy, you **must** circle number 2 and provide specific written instructions on how you wish to vote on each of the motions. If there are no specific instructions then the managing agent will use your proxy for quorum purposes but will abstain from voting on each of the motions.

### Limitations on proxies

The number of proxies that may be held by a person (other than proxies held by the person as a co-owner of a lot)

- (a) If the scheme has 20 lots or less, then one proxy per person.
- (b) If the scheme has more than 20 lots, then a number that is equal to not more than 5% of the total number of lots. Example: if it is a 90 lot scheme, then one person can only hold 4 proxies.

✓ Contact your proposed proxy holder and ask if they hold other proxy forms before you start to complete the form.

## QUORUM

(Clause 17 of Schedule 1 of the Act)

A motion submitted at a general meeting of an owners corporation must not be considered, and an election of the strata committee must not be held, unless there is a quorum present to consider and vote on the motion or on the election.

There is a quorum for considering and voting on such a motion or at such an election only if:

- (a) at least one-quarter of the number of persons entitled to vote is present, either personally or by duly appointed proxy, or
- (b) at least one-quarter of the aggregate unit entitlement of the strata scheme is represented by the persons who are present and entitled to vote, either personally or by duly appointed proxy.
- (c) If there is more than one owner in the strata scheme and the quorum calculated is less than 2 persons, the quorum is 2 persons entitled to vote on the motion or at the election of the executive committee.

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

### If no quorum

If a quorum is not present within the next half-hour after the relevant motion or business arises for consideration at the meeting, then the chairperson **must** either:

- (a) Adjourn the meeting for at least 7 days, or
- (b) Declare that those present constitutes a quorum.

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

### Types of resolutions

Motions requiring special resolution or unanimous resolution will be clearly stated. All other resolutions are by a simple majority of votes cast.

A *special resolution* means that not more than one-quarter of votes cast have voted against. The value of the vote is based in the unit of entitlement.

A *unanimous resolution* means that no vote has been cast against. Owners do not need to be financial in order to vote for a unanimous resolution.

A *sustainability infrastructure* resolution means that less than 50% of owners are against the resolution voting by unit entitlement

### Tenants

Tenants are entitled to attend but not entitled to vote. Tenants may only address the meeting if there is a resolution giving them the authority to do so. The owners corporation can determine at any time during the AGM that the tenants are not to be present when discussing financial matters.

## **STRATA COMMITTEE ELECTION**

*(Sections 31 to 32, & Clause 5 of Schedule 1 of the Act) (Clauses 9 & 11 of the Regulations)*

The members of the strata committee must be elected at each AGM of the owners corporation.

The strata committee is to consist of such number of members, as the owners corporation may determine, but may not exceed 9. Large schemes must have a minimum of 3 members.

### **Eligible for election**

- (a) an individual who is an owner
- (b) a company nominee of a corporation that is an owner
- (c) a co-owner of a lot if nominated by another owner other than the co-owner, or the co-owner if they are not a candidate. Only one co-owner of a lot can be a member at the same time.
- (d) an individual who is not an owner but who is nominated for election by an owner who is not a member nor a candidate.

### **Who is ineligible**

- ✓ Building manager
- ✓ Property manager / leasing agent
- ✓ Person connected to the original owner who does not disclose the connection. Note that the disclosure must be made at the AGM before the election and recorded in the minutes of the AGM.
- ✓ Un-financial owner at the time of the notice who has not paid amounts owing prior to the meeting.
- ✓ If become ineligible after appointment and does not disclose in writing to the secretary or chairperson.

### **Who can nominate**

- ✓ Sole owners can self-nominate.
- ✓ A person who is an owner of more than one lot, can nominate one person per lot.
- ✓ An owner does not need to be financial to nominate another person.
- ✓ An owner who is un-financial can be nominated providing the person nominating you is financial.
- ✓ A co-owner can nominate other co-owners of their lot providing they are not a candidate for election.

Any person nominating or being nominated for the strata committee must do so either verbally at the AGM or if not at the AGM, then in writing prior to the meeting. A strata committee nomination form is enclosed for this purpose. Owners are encouraged to return this form prior to the AGM to ensure the accuracy of the nomination.



**1 CONFIRMATION OF MINUTES**

THAT the minutes of the last Annual General Meeting of the owners corporation held 08/11/2021 be confirmed as a true and accurate record of that meeting.

**2 ADOPTION OF FINANCIAL STATEMENTS**

(a) THAT the unaudited financial reports for the financial year ending 30/09/2022 be adopted.

(b) THAT the accounting records and statements of financial information for the period ending 30/09/2022 attached be adopted.

**Notes to motion:**

*The financial reports include accounting records and statements of financial information as prescribed by the Act. This includes additional items compared with the previous legislation.*

*To save time at the meeting and to allow us to properly address your queries, please direct any queries you have regarding the trust accounts to our office prior to the meeting.*

**3 APPOINTMENT OF AUDITOR**

THAT an auditor be appointed by the owners corporation for the financial year ending 30/09/2022.

**Notes to motion:**

*The role of the auditor is to provide an independent professional assessment that the financial records are being maintained in accordance with the Act and Regulations.*

*For large strata schemes and schemes with an annual budget of more than \$250,000 it is mandatory audited financials to be presented.*

**4 INSURANCE COMMISSION & TRAINING SERVICES**

THAT the owner's corporation NOTE The Strata Managing Agency confirms that there was no commission received in the preceding 12 months and no commission is expected in the next 12 months.

THAT NIL training services have been provided to or paid for in connection with the exercise of functions by the company for this scheme.

**5 INSURANCE RENEWAL**

(a) THAT a standing authority be given to The Strata Managing Agent to renew the insurances for the scheme in accordance with current valuation (subject to the decision to the next motion) and;

(b) THAT the Strata Manager be hereby authorised to arrange premium funding in accordance with Sec 100 of the Act if there are insufficient funds to pay the full insurance premium at time of renewal.

**Notes to motion:**

*This motion authorises the managing agent to place insurance, however our standard practise is to only use this authority if there is no feedback from the committee about the broker's recommendation.*

*The use of an insurance broker satisfies the 3 quotation requirement.*

**6 BUILDING VALUATION**

THAT a valuation be obtained for insurance purposes prior to the expiration of the current policy period and that the managing agent be authorised to alter the sum insured in accordance with the updated valuation.

Last obtained: 01/01/2022

**Notes to motion:**

*Although there is no requirement under the Act or the Regulations for a valuation to be conducted it is strongly recommended that a valuation be obtained for insurance purposes annually.*

**7 WORKERS COMPENSATION INSURANCE**

THAT the owners corporation resolves to confirm that it does not employ workers, including sole traders, with annual wages exceeding \$7,500, and therefore will not require workers compensation insurance.

**8 RECTIFICATION WORK TO COMMON PROPERTY**

THAT the owners corporation consider possible defect and rectification works required to common property. If required, authorize the strata manager to engage relevant building experts to inspect the property and provide a report.

**Notes to motion:**

*The legislation imposes a duty to repair and maintain.*

**9 WINDOW LOCKS - SAFETY AND COMPLIANCE AUDIT**

THAT the Owners Corporation review its obligations under section 118 of the Act in relation to window safety devices and carry out the following as may be required:

- (a) Engage a suitably qualified consultant to agent to arrange for a window safety and compliance audit of all windows in the scheme; **and**
- (b) Engage a suitably qualified consultant to carry out the installation of window safety devices to windows within the strata scheme;

**or**

Engage a suitably qualified consultant to carry out an annual inspection of the Window Safety Devices installed in each lot.

**Notes to motion:**

*Strata schemes with residential lots must ensure all windows above the ground level that can be opened, which are accessible to children from inside the building, have safety devices fitted to prevent children falling through. By 13 March 2018 window safety devices must be installed. Failure to do so can result in fines.*

*The owners corporation may either choose to have the Strata Committee arrange the consultant or delegate the duties to the Strata Manager for a fee of \$220.00 (incl GST).*

**10 ANNUAL FIRE SAFETY STATEMENT**

THAT the owners corporation RESOLVES to do the following:

- (a) Appoint and engage a suitably qualified and competent fire safety practitioner (the CFSP) to:
  - (i) Undertake fire safety inspections of the buildings fire safety services measures; and
  - (ii) Submit any corrective actions identified, to enable the Strata Committee/Owners Corporation determine what rectifications are required, if any;
  - (iii) Prepare an Annual Fire Safety Statement for the building in accordance with the applicable provisions of the Environmental Planning and Assessment Regulation 2020 (NSW), and the Environmental Planning and Assessment Amendment (Fire Safety and Building Certification) Regulation 2017 (as amended) (EP&A Regulation); and
  - (iv) Sign the annual fire safety statement (AFSS) on behalf of the Owners Corporation provided that the requirements for an annual fire safety statement under the EP&A Regulation have been met; and delegates to the strata managing agent under section 52, authority to arrange inspections for the purposes of fire safety in accordance with section 123 of the Act
- (b) The owners corporation authorizes the strata managing agent to sign and execute the AFSS on their behalf and delegates to the strata managing agent the lodgement of the AFSS statement (where required) to the local Council and Fire & Rescue.

## 11 WORK, HEALTH AND SAFETY - RISK AND SAFETY REPORT

THAT the owners corporation acknowledge the Work Health and Safety Act 2011 and Regulations and resolves to:

- (a) instruct the managing agent to organise for an updated risk and safety report to be undertaken on the common property in compliance with its obligations under the Work Health and Safety Act 2011, noting the last report undertaken on 12/02/2019; and
- (b) To delegate to the Strata Manager the following functions pursuant to the Agency Agreement additional duties schedule:
  - i) undertake the seeking of quotations and engaging the consultant to prepare the report
  - ii) undertake the seeking of quotations and engaging the contractor to carry out any remedial work

### **Notes to motion:**

*Undertaking a Work, Health & Safety Report may outline areas of the property which require maintenance to avoid risk.*

*The owner's corporation may either choose to have the Strata Committee arrange the consultant or delegate the duties to the Strata Manager for a fee of \$220.00 (incl GST).*

## 12 ASBESTOS SURVEY

THAT the owners corporation acknowledge the Work Health and Safety Act 2011 and Regulations and resolve to:

- (a) instruct the managing agent to organise for an updated asbestos survey to be undertaken on the common property in compliance with its obligations under the Work Health and Safety Regulation 2017, noting the last report undertaken on 22/02/2019; and
- (b) in the case of asbestos or asbestos containing materials being identified, instruct the managing agent to engage a suitably qualified consultant to prepare an asbestos register and asbestos management plan to be stored onsite to allow access by all employees, contractors and volunteers when working onsite (including the installation of an appropriate storage box as necessary and any other steps necessary to reduce the owners corporation's risk).

### **Notes to motion:**

*Strata schemes are now required to engage a competent person to identify all asbestos containing materials on the common property.*

*Owners corporations are also required to keep an onsite asbestos register, which is to be available for employees, contractors and volunteers when working onsite.*

*The Code of Practice recommends that the date of construction is taken into account as buildings built prior to 31 December 2003 were not subject to the current ban on the use of chrysotile asbestos. As such, it is recommended that all pre-2004 buildings have asbestos surveys undertaken.*

*The owner's corporation may either choose to have the Strata Committee arrange the consultant or delegate the duties to the Strata Manager for a fee of \$220.00 (incl GST).*

## 13 RECOMMENDATIONS OF CAPITAL WORKS FUND FORECAST REPORT

THAT the recommendations of the last Capital Works (or Sinking) Fund Forecast Report prepared by QIA Group Pty Ltd be acknowledged, noting the attached summary from that report which details the forecasted expenditure and recommended contributions.

Last obtained: 12/02/2019

### **Notes to motion:**

*A full copy of the report can be obtained by contacting the managing agent prior to the meeting.*

#### 14 CAPITAL WORKS FUND FORECAST REPORT

THAT the managing agent be instructed to arrange for an updated Capital Works Fund Forecast Report.

Last obtained: 12/02/2019

##### **Notes to motion:**

*It is a requirement that an updated report be undertaken once every five years.*

#### 15 MANAGEMENT OF OUTSTANDING LEVIES

THAT the owners corporation authorise, for the purpose of collecting levy contributions, interest and recovery costs:

- (a) the managing agent to issue a reminder levy notice 30 days after the levy due date (Levy Recovery Step 1)
- (b) the managing agent to issue 1<sup>st</sup> levy recovery letter 60 days after the levy due date (Levy Recovery Step 2)
- (c) the managing agent to issue 2<sup>nd</sup> levy recovery letter 90 days after the levy due date (Levy Recovery Step 3)
- (d) the managing agent to proceed with legal action 105 days after the levy due date and (Levy Recovery Step 4) where the debt is in excess of \$500.00 and appoint the services of a debt collection agency, obtain legal advice and/or retain legal representation of solicitors, barristers and/or experts on behalf of The Owners - Strata to issue a letter of demand and/or to commence, pursue, continue or defend any court, tribunal or other proceedings against any lot owner, mortgagee in possession and/or former lot owner in relation to all matters arising out of the recovery of levy contributions and the recovery of other debts, including penalties, interest, legal and other costs;
- (e) the strata committee to provide consent for payment plans generally or for specific lot owners;
- (f) the enforcement of any judgement obtained for the collection of levy contributions including commencing and maintaining bankruptcy or winding up proceedings; and
- (g) filing an appeal or defending an appeal against any judgement concerning the collection of levy contributions

##### **Notes to motion:**

*This motion authorises the managing agent to act as required and without delay to minimise impact on the cash-flow of the owners corporation.*

*CCA are engaged with authority from the strata committee to manage payment plans given their expertise in achieving the desired outcome for the owners corporation at the least possible expense to the owner.*

#### 16 PAYMENT PLANS FOR OUTSTANDING LEVY CONTRIBUTIONS

THAT the owners corporation RESOLVES to authorise the strata committee to enter into a payment plan with a lot owner for any unpaid levies on the basis that all outstanding levies are paid within 12 months, and that all future levies are paid as and when they fall due.

Should a payment plan be approved, failure by the lot owner to pay future strata levies as and when they fall due, during the approved payment plan period, will deem the payment plan arrangements cancelled by the owners corporation, and all outstanding levy amounts will be due and payable with immediate effect.

Any lot owner request for a payment plan is to be supported by the completion of a Statement of Financial Position, and a statement outlining the reasons for the request, which is to include the \$ amount of the payment plan, as well as the payment plan term being requested.

#### 17 WAIVER OF INTEREST

That the owners corporation RESOLVES pursuant to section 85 of the Strata Schemes Management Act 2015 to delegate to the strata committee and the strata managing agent separately the function of the owners corporation to determine (either generally or in a particular case) that a contribution to the administrative fund and/or capital works fund is to bear no interest and to authorise and direct the strata committee and strata managing agent separately to make determinations in accordance with that delegation including (without limitation) a determination that a contribution payable by a particular lot owner is to bear no interest for a certain period of time after the contribution became due and payable (e.g. 3 months commencing on the due date of the contribution) or that a specified amount of (but not all) interest be waived (e.g. the sum of \$200.00).

*Explanatory Note: This is a motion to delegate to the strata committee and strata managing agent the power to waive interest on overdue contributions to the administrative and capital works funds payable by owners either generally (i.e. for all owners) or in a particular case (e.g. for a specific owner) and to authorise the committee and strata manager to exercise that power by, for example, waiving interest on overdue contributions for a specific period (e.g. 3 months) or by a certain amount (e.g. \$20.00).*

## 18 STRATA COMMITTEE NOMINATION AND NUMBERS

THAT:

- (a) the nominations for the strata committee be declared, received and recorded;
- (b) the nominations be closed by the chairperson; and
- (c) the number of members of the strata committee be determined for the ensuing year.

### **Notes to motion:**

*Please refer to the Strata Committee Election details provided with this notice.*

*The Chairperson will*

- + *declare written nominations received before the meeting and*
  - + *call for verbal nominations from the floor before closing nominations.*
- Candidates and acting members of the strata committee must disclose any connection to the original owner or caretaker of the scheme, either before the meeting or during.*
- If the number of nominations exceeds the number of members decided upon, a ballot be held to determine the successful members.*
- If the number of nominations equals the number of members decided upon, then those members are duly elected.*

## 19 RESTRICTIONS OVER THE STRATA COMMITTEE

THAT the owners corporation resolve if any matter or class of matter, other than those imposed by the Act, is to be determined by the Owners Corporation in general meeting.

### **Notes to motion:**

*The Act provides various restrictions to the types of matters that may be determined by the strata committee on behalf of the owners corporation. The owners corporation must decide whether further restrictions be imposed upon the strata committee.*

## 20 APPROVE ELECTRIC VEHICLE CHARGERS

The owners corporation SPECIALLY RESOLVES pursuant to section 108 of the *Strata Schemes Management Act 2015* THAT all owners be authorised to alter and add to the common property in connection with their lots by undertaking the electric vehicle charger works described in Special By-Law -Electric Vehicle Chargers - the terms of which by-law are set out or referred to in the next motion, on the conditions of that by-law, including the condition that the owners are responsible for the ongoing maintenance, repair, renewal and replacement of the electric vehicle charger works and the common property occupied by the electric vehicle charger works.

*Explanatory Note: This is a motion to authorise all owners to install cabling and other electrical infrastructure to charge electric vehicles on the garage walls of their lots on certain conditions.*

## 21 ELECTRIC VEHICLE CHARGERS BY-LAWS

The owners corporation SPECIALLY RESOLVES pursuant to section 141 of the *Strata Schemes Management Act 2015* THAT an additional by-law be made, Special By-Law -Electric Vehicle Chargers - on the terms set out below or which are attached to the notice of this meeting, and that notification of the by-law be lodged for registration at the Registrar-General's Office.

*Explanatory Note: This is a motion to make a by-law that will permit owners to install cabling and other electrical infrastructure to charge electric vehicles on the garage walls of their lots on certain conditions.*

### **SPECIAL BY-LAW - ELECTRIC VEHICLE CHARGERS**

#### **1. Introduction**

This by-law sets out the rules you must follow if you intend to carry out electric vehicle charger works to install cabling and other electrical infrastructure to charge electric vehicles on a garage wall of your lot.

#### **2. Definitions & Interpretation**

2.1 In this by-law, unless the context or subject matter otherwise indicates or requires:

- (a) "**Act**" means the *Strata Schemes Management Act 2015*,
- (b) "**annexure**" means the annexure to this by-law,
- (c) "**electric vehicle charger**" means cabling and other electrical infrastructure to charge electric vehicles,
- (d) "**electric vehicle charger works**" means the alterations and additions to a common area or your lot involved in installing cabling and other electrical infrastructure to charge electric vehicles on a garage wall of your lot,

- (e) **"building"** means the building in the strata scheme in which your lot is located,
  - (f) **"common area"** means the common property in the strata scheme,
  - (g) **"lot"** means a lot in the strata scheme, and
  - (i) **"strata scheme"** means the strata scheme to which this by-law applies,
  - (j) **"you"** means an owner of a lot and includes your successors in title.
- 2.2 In this by-law, unless the context or subject matter otherwise indicates or requires:
- (a) headings have been inserted for guidance only and do not affect the interpretation of this by-law,
  - (b) references to any legislation include any legislation amending, consolidating or replacing the same, and all by-laws, ordinances, proclamations, regulations, rules and other authorities made under them,
  - (c) words importing the singular number include the plural and vice versa,
  - (d) where any word or phrase is given a definite meaning any part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning,
  - (e) any expression used in this by-law and which is defined in the Act will have the same meaning as that expression has in that Act unless a contrary intention is expressed in this by-law,
  - (f) if any provision of this by-law is invalid or void, that provision will be read down, ignored or severed so far as is possible in order to uphold the validity and enforceability of the remaining provisions of this by-law, and
  - (g) if there is any inconsistency between this by-law and any other by-law applicable to the strata scheme, then the provisions of this by-law will prevail to the extent of that inconsistency.

### **3. Approval of Electric Vehicle Charger Works**

You may carry out, or permit anyone else to carry out on your behalf, electric vehicle charger works in connection with your lot on the conditions of this by-law.

### **4. Conditions for Electric Vehicle Charger Works**

#### **4.1 Before the Electric Vehicle Charger Works**

4.1.1 Before commencing electric vehicle charger works, you must:

##### **(a) Prior Notice**

give the owners corporation at least 14 days' written notice. Your written notice must include:

- (i) your name, address and telephone number,
- (ii) your lot number,
- (iii) details of the electric vehicle charger works including the type and colour of the electric vehicle charger to be installed during the electric vehicle charger works,
- (iv) any drawings, plans and specifications for the electric vehicle charger works,
- (v) an estimate of the duration and times of the electric vehicle charger works,
- (vi) details of the persons carrying out the electric vehicle charger works including the name, licence number, qualifications and telephone number of those persons,
- (vii) details of arrangements to manage any resulting rubbish or debris arising from the electric vehicle charger works,

##### **(a) Strata Committee Confirmation**

obtain written notification from the owners corporation or strata committee that your notice given under clause 4.1.1(a) is satisfactory,

##### **(b) Written Consent**

give the owners corporation your written consent to this by-law by completing, signing and giving the secretary of the owners corporation or strata managing agent the consent form in the annexure, if you have not already done so,

##### **(c) Local Council Approval**

if required by law, obtain a complying development certificate for or development consent of the local council to the electric vehicle charger works and a construction certificate for the electric vehicle charger works, and give copies of them to the owners corporation,

##### **(d) Contractor's Licence and Insurance Details**

give the owners corporation a copy of a certificate or other document demonstrating that the contractor who will carry out the electric vehicle charger works holds a current:

- (i) licence,
- (ii) all risk insurance policy which must include public liability cover in the sum of \$10,000,000.00,
- (iii) workers compensation insurance policy, and
- (iv) home building compensation fund insurance policy under the *Home Building Act 1989* for the electric vehicle charger works (if required by law),

##### **(a) Engineer's Report**

if requested to by the owners corporation, give the owners corporation a report from a structural engineer addressed to the owners corporation certifying that the electric vehicle charger works will not have a detrimental affect on the structural integrity of the building or any part of it,

##### **(b) Dilapidation Report**

if requested to by the owners corporation, give the owners corporation a dilapidation report (which must include photographs) concerning the areas of the building the owners corporation requires to be included in that report,

##### **(c) Bond**

if requested to by the owners corporation, pay a bond to the owners corporation in the sum of \$5,000.00 or such other amount determined from time to time by the owners corporation,

##### **(d) Costs**

pay the reasonable costs of the owners corporation incurred in connection with considering your notice given under clause 4.1.1(a) for the electric vehicle charger works including any consultant's costs.

4.1.2 If you have not complied with or fulfilled any of the conditions set out in clause 4.1.1 you must not begin the electric vehicle charger works and if you have already begun the electric vehicle charger works you must immediately stop them.

## **4.2 During the Electric Vehicle Charger Works**

During the electric vehicle charger works you must:

### **(a) Standard of Workmanship**

ensure the electric vehicle charger works are carried out in a competent and proper manner by appropriately qualified and licensed contractors utilising only first quality materials which are good and suitable for the purpose for which they are used,

### **(b) Quality of Electric Vehicle Charger Works**

make certain the electric vehicle charger works are completed in accordance with any specifications for them and comply with the Building Code of Australia and any applicable Australian Standard (in the event of a conflict, the Building Code of Australia shall prevail),

### **(c) Time for Completion of Electric Vehicle Charger Works**

make sure the electric vehicle charger works are carried out with due diligence and are completed as soon as practicable from the date of commencement,

### **(d) Times for Electric Vehicle Charger Works**

ensure that the electric vehicle charger works are only carried out between the hours of 8.00am - 5.00pm on Monday - Friday and 9.00am - 3.00pm on Saturdays (not including public holidays) and are not carried out any other times,

### **(e) Times for Operation of Noisy Equipment**

make sure that percussion tools and noisy equipment are only used between 10.00 am - 3.00 pm and that at least 72 hours notice is given to the occupiers of the other lots before the use of any such tools and equipment,

### **(f) Appearance and Location of Electric Vehicle Charger Works**

ensure the electric vehicle charger works are carried out and completed in a manner which is in keeping with the rest of the building and that the electric vehicle charger that is installed during the electric vehicle charger works is situated on a garage wall of your lot,

### **(g) Supervision of Electric Vehicle Charger Works**

ensure that the electric vehicle charger works are adequately supervised and that the common areas are inspected by the supervisor on a daily basis to ensure that the conditions of this by-law are complied with,

### **(h) Noise During Electric Vehicle Charger Works**

ensure the electric vehicle charger works and your contractors do not create any excessive noise in your lot or in a common area that is likely to interfere with the peaceful enjoyment of the occupier of another lot or of any person lawfully using a common area,

### **(i) Transportation of Construction Equipment**

ensure that all construction materials and equipment are transported in accordance with any manner reasonably directed by the owners corporation and in a manner that does not cause damage to the building,

### **(j) Debris**

ensure that any debris and rubbish associated with or generated by the electric vehicle charger works is removed from the building strictly in accordance with the reasonable directions of the owners corporation,

### **(k) Storage of Building Materials on Common Areas**

make sure that no building materials are stored in a common area,

### **(l) Protection of Building**

protect all areas of the building in which your lot is situated which are affected by the electric vehicle charger works from damage, the entry of water or rain and from dirt, dust and debris relating to the electric vehicle charger works and ensure that all common areas surrounding your lot are appropriately protected by covers and mats when transporting construction materials, equipment and debris over them,

### **(m) Building Integrity**

keep all areas of the building affected by the electric vehicle charger works structurally sound during the electric vehicle charger works and make sure that any holes or penetrations made during the electric vehicle charger works are adequately sealed and waterproofed and, if necessary, fireproofed,

### **(n) Daily Cleaning**

clean any part of the common areas affected by the electric vehicle charger works on a daily basis and keep all of those common areas clean, neat and tidy during the electric vehicle charger works,

### **(o) Access**

give the owners corporation's nominee (which may be its consultant) access to your lot to inspect (and, if applicable, supervise) the electric vehicle charger works on reasonable notice,

### **(p) Vehicles**

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

### **(q) Variation to Electric Vehicle Charger Works**

not vary the electric vehicle charger works without obtaining the prior written approval of the owners corporation,

### **(r) Costs of Electric Vehicle Charger Works**

pay all costs associated with the electric vehicle charger works including any costs incurred by the owners corporation engaging a consultant to inspect or supervise the electric vehicle charger works.

#### **4.3 After the Electric Vehicle Charger Works**

After the electric vehicle charger works have been completed, you must:

**(a) Notify the Owners Corporation**

promptly notify the owners corporation that the electric vehicle charger works have been completed,

**(b) Access**

give the owners corporation's nominee (which may be its consultant) access to your lot to inspect the electric vehicle charger works on reasonable notice,

**(c) Restore the Common Areas**

restore all common areas damaged by the electric vehicle charger works as nearly as possible to the state which they were in immediately prior to commencement of the electric vehicle charger works,

**(d) Engineer's Report**

if required by the owners corporation, give the owners corporation a report from a duly qualified structural engineer addressed to the owners corporation certifying that the electric vehicle charger works have been completed in a manner that will not detrimentally affect the structural integrity of the building or any part of it,

**(e) Expert's Report**

if required by the owners corporation, give the owners corporation a report from a duly qualified building consultant or expert addressed to the owners corporation certifying that the electric vehicle charger works have been completed in a manner that complies with the Building Code of Australia and any applicable Australian Standards,

#### **4.4 Enduring Obligations**

You must:

**(a) Maintenance of Electric Vehicle Charger Works**

properly maintain the electric vehicle charger works and keep them in a state of good and serviceable repair and, where necessary, renew or replace any part of those electric vehicle charger works,

**(b) Repair Damage**

repair any damage caused to another lot or the common areas by the carrying out of the electric vehicle charger works in a competent and proper manner,

**(c) Prevent Excessive Noise**

ensure that any equipment forming part of the electric vehicle charger does not create or generate any noise or vibrations likely to interfere with the peaceful enjoyment of the occupier of another lot or of any person lawfully using a common area,

**(d) Overloading Electricity Supply**

ensure that the use of the works to charge a vehicle does not overload the electricity supply of the building or disrupt or interfere with the electricity supply to any of the lots,

**(e) Safety**

ensure that the use of the electric vehicle charger works to charge a vehicle is done in a safe manner that does not cause any risks to the health or safety of any person including an owner or occupier of a lot or any person on common property,

**(f) Access to Car Space**

ensure that the electric vehicle charger works and the electric vehicle charger installed during those works do not prevent a vehicle being parked wholly within your car space,

**(g) Separate Metering**

if your lot is separately metered, or if requested by the owners corporation, ensure that the supply of electricity through the electric vehicle charger works and the electric vehicle charger installed during those works is separately metered and charged to your account,

**(h) Indemnity**

indemnify and keep indemnified the owners corporation against all actions, proceedings, claims, demands, costs, damages and expenses which may be incurred by or brought or made against the owners corporation arising out of the electric vehicle charger works or the altered state or use of your lot or any of the common areas arising from the electric vehicle charger works including any costs to upgrade electrical infrastructure in the building or your breach of this by-law,

**(i) Insurance**

if required by the owners corporation, make, or permit the owners corporation to make on your behalf, any insurance claim concerning or arising from the electric vehicle charger works, and use the proceeds of any insurance payment made as a result of an insurance claim to complete the electric vehicle charger works or repair any damage to the building caused by the electric vehicle charger works,

**(j) Comply with the Law**

comply with all statutes, by-laws, regulations, rules and other laws for the time being in force and which are applicable to the electric vehicle charger works and the requirements of the local council concerning the electric vehicle charger works (for example, the conditions of the local council's approval of the major electric vehicle charger works, a notice or order issued by the local council or fire safety laws).

#### **5. Bond**

The owners corporation shall be entitled to apply the bond paid by you under the conditions of this by-law, or any part of it, towards the costs of the owners corporation incurred:

(a) repairing any damage caused to a common area or any other lot during or as a result of the electric vehicle charger works, or



(b) cleaning any part of the common area as a result of the electric vehicle charger works, and the owners corporation must refund the bond, or the remaining balance of it, when you notify the owners corporation that the electric vehicle charger works have been completed and the owners corporation is reasonably satisfied that you have complied with the conditions of this by-law.

**6. Breach of this By-Law**

6.1 If you breach any condition of this by-law and fail to rectify that breach within 14 days of service of a written notice from the owners corporation requiring rectification of that breach (or such other period as is specified in the notice), then the owners corporation may:

- (a) rectify the breach,
- (b) enter on any part of the building including your lot, by its agents, employees or contractors, in accordance with the Act for the purpose of rectifying the breach, and
- (c) recover as a debt due from you the costs of the rectification and the expenses of the owners corporation incurred in recovering those costs including legal costs on an indemnity basis.

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

**7. Decision of Owners Corporation not to Maintain Minor Electric Vehicle Charger Works**

To avoid doubt, the owners corporation determines that:

- (a) it is inappropriate for the owners corporation to maintain, renew, replace or repair any electric vehicle charger works; and
- (b) in the light of the obligations imposed on you in this by-law to maintain, renew, replace or repair any such electric vehicle charger works, its decision will not affect the safety of any building, structure or common area in the strata scheme or detract from the appearance of any property in the strata scheme.

**ANNEXURE**

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**CONSENT FORM**

T The Secretary The Owners - Strata Plan No. 8687 C/- Neighbourly Pty Ltd PO Box 301  
o BANKSTOWN NSW 1885  
:

Dear Secretary

**RE: CONSENT TO SPECIAL BY-LAW FOR ELECTRIC VEHICLE CHARGERS**

---

I/We ..... being the owner(s) of lot ..... in Strata Plan No. 8687 hereby consent to the making of Special By-Law -Electric Vehicle Chargers - which by-law grants me/us the right to install cabling and other electrical infrastructure to charge electric vehicles on a garage wall of my/our lot and imposes on me/us the obligation to maintain, repair, renew and replace that cabling and other electrical infrastructure to charge electric vehicles (which obligation I/we accept); such by-law to be adopted by a special resolution passed by the owners corporation at a general meeting.

.....  
**Dated**

.....  
**Signature(s)**

**22 REPAIR ELECTRIC VEHICLE CHARGER WORKS**

The owners corporation SPECIALLY RESOLVES pursuant to section 106(3) of the *Strata Schemes Management Act 2015* THAT:

- (a) it is inappropriate for the owners corporation to maintain, renew, replace or repair any electric vehicle charger works carried out in accordance with Special By-Law -Electric Vehicle Chargers; and
- (b) in the light of the obligations imposed on owners in that by-law to maintain, renew, replace or repair any electric vehicle charger works done by them, its decision will not affect the safety of any building, structure or common area in the strata scheme or detract from the appearance of any property in the

strata scheme.

*Explanatory Note: This is a motion for the owners corporation to determine not to maintain, repair, renew or replace any cabling and other electrical infrastructure to charge electric vehicles on the garage walls of owners that are installed by owners pursuant to the by-law for electric vehicle chargers.*

## 23 PERMIT RECOVERY OF COSTS FOR DAMAGE TO COMMON PROPERTY

THAT the owners corporation SPECIALLY RESOLVES pursuant to section 141 of the *Strata Schemes Management Act 2015* to make an additional by-law, Special By-Law - Recovery of Costs for Repairing Damage to Common Property, in the terms set out below or which are attached to the notice of this meeting and to lodge notification of the by-law and a consolidated set of all existing by-laws for registration at NSW Land Registry Services.

*Explanatory note: this is a motion to make a by-law to prohibit owners and occupiers of lots damaging common property without owners corporation approval and permit the owners corporation to recover from owners and occupiers who damage common property the costs it incurs repairing that damage.*

### Special By-Law - Recovery of Costs for Repairing Damage to Common Property

#### 1. Introduction

This by-law gives us the right to recover from you costs and expenses we incur repairing damage to the common property caused by you or arising out of or as a result of your breach of this by-law.

#### 2. Definitions

In this by-law, unless the context or subject matter otherwise indicates or requires:

- 2.1 "**demand**" means a written demand from us to you;
- 2.2 "**expenses**" means any cost or expense incurred by us arising out of, or as a result of, your breach of this by-law including remedy expenses and repair costs;
- 2.3 "**interest**" means interest payable on expenses in accordance with this by-law;
- 2.4 "**invitee**" includes a guest or contractor such as a removalist;
- 2.5 "**lot**" means a lot in the strata scheme;
- 2.6 "**occupier**" means a person in occupation of a lot and includes a tenant;
- 2.7 "**owner**" means an owner of a lot;
- 2.8 "**recovery costs**" means any cost or expense incurred by us in recovering from you any expenses or interest including strata managing agent's costs and legal costs on an indemnity basis;
- 2.9 "**remedy expenses**" means any cost or expense incurred by us remedying or attempting to remedy your breach of this by-law including consultant's costs;
- 2.10 "**repair costs**" means any cost or expense we incur repairing damage to common property caused by you, or arising out of, or as a result of, your breach of this by-law;
- 2.11 "**Strata Act**" means the *Strata Schemes Management Act 2015*;
- 2.12 "**strata scheme**" means the strata scheme to which this by-law applies;
- 2.13 "**us**" or "**we**" means the owners corporation; and
- 2.14 "**you**" means an owner or occupier.

#### 3. Interpretation

In this by-law:

- 3.1 headings have been inserted for guidance only and do not affect the interpretation of this by-law;
- 3.2 references to any legislation include any legislation amending, consolidating or replacing the same, and all by-laws, ordinances, proclamations, regulations, rules and other authorities made under them;
- 3.3 words importing the singular number include the plural and vice versa;
- 3.4 where any word or phrase is given a definite meaning any part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning;
- 3.5 any expression used in this by-law and which is defined in the Strata Act will have the same meaning as that expression has in the Strata Act unless a contrary intention is expressed in this by-law;
- 3.6 the terms of this by-law are independent of each another. If a term of this by-law is deemed void or unenforceable, it shall be severed from this by-law, and the by-law as a whole will not be deemed void or unenforceable;
- 3.7 the terms of this by-law apply to the extent permitted by law; and
- 3.8 if there is any inconsistency between this by-law and any other by-law applicable to the strata scheme, then the provisions of this by-law will prevail to the extent of that inconsistency.

#### 4. Prohibiting Damage to Common Property

- 4.1 You must not damage common property without the approval in writing of the owners corporation (except where permitted by the Strata Act or a by-law).
- 4.2 If you are an owner, you must take all reasonable steps to ensure that any occupier of your lot does not damage common property without the approval in writing of the owners corporation (except where permitted by the Strata Act or a by-law).
- 4.3 You must take all reasonable steps to ensure that any of your invitees do not damage common property without the approval in writing of the owners corporation (except where permitted by the Strata Act or a by-law).

#### 5. Payment of Expenses

If you breach this by-law, you are liable to pay or reimburse us for any expenses on demand.

#### 6. Interest on Expenses

If any expenses are not paid by you at the end of one month after they become due and payable, the expenses bear until paid simple interest at the same annual rate as applies to interest on overdue contributions levied by us (currently an annual rate of 10 per cent).

#### **7. Payment of Recovery Costs**

You are liable to pay or reimburse us for any recovery costs on demand.

#### **8. Recovery of Expenses, Interest, Etc**

We may recover from you as a debt any:

- (a) expenses;
- (b) interest; and
- (c) recovery costs;

for which you are liable.

#### **9. Mode of Recovery of Expenses, Interest, Etc**

If you are an owner, we may include reference to any expenses, interest or recovery costs for which you are liable on:

- (a) your account with us;
- (b) levy notices served on you; and
- (c) certificates issued under section 184 of the Strata Act in respect of your lot;

for the purpose of recovering from you as a debt any of those amounts.

#### **10. Appropriation of Payments**

We may appropriate any payments you make to us towards expenses, interest and recovery costs in any manner we deem fit.

#### **11. Sale of Lot**

If a person becomes an owner of a lot at a time when, under this by-law, a former owner is liable to pay any expenses, interest or recovery costs to us, the person who becomes owner is jointly and severally liable with the former owner to pay those amounts to us.

## **24 MOVING IN/OUT BY-LAW**

THAT the owners corporation SPECIALLY RESOLVES pursuant to section 141 of the *Strata Schemes Management Act 2015* to make an additional by-law, Special By-Law - Moving Furniture and Other Objects In, Out and Through the Building and to repeal any existing by-law that deals with that topic and to lodge notification of the changes to the by-laws and a consolidated set of by-laws for registration at NSW Land Registry Services.

*Explanatory Note: This is a motion to replace the existing by-law dealing with the moving of furniture and other objects through common property with a new by-law that contains more detailed rules regulating moving in and out of the building and transporting furniture and other large objects through the common property.*

### **Special By-Law No. - Moving Furniture and Other Objects In, Out and Through the Building**

#### **1. Introduction**

This by-law sets out the rules you must follow when you move in or out. You must comply with this by-law.

#### **2. Definitions**

In this by-law:

"**approved move times**" means between 8.00am - 6.00pm on Monday to Friday and 9:00am - 1:00pm on Saturdays (excluding public holidays) or such other hours approved by the owners corporation or strata committee;

"**bond**" means a cash bond in an amount of \$1,000.00 or such other amount determined by the owners corporation or strata committee from time to time to be held by the owners corporation on the conditions of this by-law;

"**move in or out**" means transport any furniture or large object through or on common property within the building;

"**you**" means the owner, occupier or lessee of a lot.

#### **3. Prior Notice for Moving in or out**

You must not move in or out unless at least 48 hours' notice has first been given to the strata committee so as to enable a representative of the committee to be present at the time when you move in or out.

#### **4. Times for Moving in or out**

You must not move in or out at any time (except during approved move times) without the prior approval of the owners corporation.

#### **5. Bond**

You must not move in or out unless you have first paid a bond to the owners corporation.

#### **6. Prevention of Damage and Mess During Moving in and out**

6.1 You must not damage the common property during or as a result of your move in or out and you must ensure that on completion of your move in or out the common property affected by your move in or out is left clean, neat and tidy.

6.2 You must take all reasonable steps to ensure that the common property is not damaged during or as a result of your move in or out and that the common property affected by your move in or out is left clean, neat and tidy.

#### **7. Prevention of Nuisance During Moving in and out**

You must take all reasonable steps to ensure that your move in or out does not interfere unreasonably with the

use or enjoyment of the common property or another lot by any person.

#### **8. Rules for Moving in and out**

8.1 You must ensure that the common property affected by your move in or out is protected from damage during your move in or out including, if necessary by placing pads and mats on the common property to protect it from damage during your move in or out.

8.2 You must not dispose of any debris, rubbish or goods associated with your move in or out in the rubbish bins or recycling bins of the owners corporation without the prior approval of the strata committee.

8.3 You must not hold open, by use of chocks or similar devices, any doors including fire doors during your move in and out.

8.4 You must comply with any directions the strata committee gives you concerning your move in or out including directions that furniture or large objects are to be transported through specified parts of the common property or in a specified manner.

8.5 If you are an owner of a lot, you must take all reasonable steps to ensure that any occupier or lessee of your lot complies with the conditions of this by-law.

#### **9. Indemnity**

You must indemnify the owners corporation on demand against all claims made against it or any loss, costs or expenses it incurs arising out of your move in or out or a breach of this by-law including any costs or expenses it incurs repairing damage to the common property caused by your move in or out or cleaning any part of the common property that needs to be cleaned as a result of your move in or out.

#### **10. Bond**

10.1 The owners corporation shall be entitled to apply the bond paid by you, or any part of the bond, towards the costs of the owners corporation incurred:

(a) repairing any damage to the common property caused as a result of your move in or out; or

(b) cleaning any part of the common property that needs to be cleaned as a result of your move in or out.

10.2 The owners corporation must promptly refund the bond, or the remaining balance of it, once you notify the owners corporation that you have completed your move in or out and the owners corporation is reasonably satisfied that you have complied with the conditions of this by-law.

#### **11. Recovery of Amounts**

11.1 The owners corporation may recover from you as a debt any amount for which you are liable to indemnify or otherwise pay the owners corporation pursuant to this by-law and the costs and expenses of the owners corporation incurred in recovering any such amount.

11.2 For the purpose of clause 11.1, if you are an owner of a lot, the owners corporation may record any amount for which you are liable to indemnify or otherwise pay the owners corporation pursuant to this by-law and the costs and expenses of the owners corporation incurred in recovering any such amount on:

(a) your account kept with the owners corporation;

(b) levy notices given to you; and

(c) certificates issued in respect of your lot under section 184 of the *Strata Schemes Management Act 2015*.

## **25 BUDGET & LEVIES**

THAT the Budget for the financial year commencing after 30/09/2022 be adopted and that levies be determined as follows:

1. Contributions to the **Administrative Fund** are estimated in accordance with section 79 of the Strata Schemes Management Act 2015, and determined in accordance with section 81 of the Strata Schemes Management Act 2015 at \$21,189.00 and

2. Contributions to the **Capital Works Fund** estimated in accordance with section 79 of the Strata Schemes Management Act, 2015 be determined in accordance with section 81 of the Strata Schemes Management Act 2015 at \$9,468.00 and

3. The Owners Corporation levy in accordance with section 81(3) of the Strata Schemes Management Act 2015 both contributions to be paid in quarterly instalments, the first being due 01/01/2023 and subsequent instalments being due on 01/04/2023, 01/07/2023, 01/10/2023 or until otherwise determined.

#### **Notes to motion:**

*The attached proposed budget determines the contributions by the lots.*

*Owners can calculate the individual portion of the levies by multiplying the rate per unit entitlement which appears at the bottom of the budget, by the unit entitlement for the lot.*

*The quarterly cycle period must allow all levy contributions to be raised fully within the financial year period.*

**26 STRATA MANAGEMENT AGREEMENT**

A THAT the Owners Corporation of Strata Plan No. 8687

- (a) enters into a new agency agreement with VJ Ray Pty Ltd; and
- (b) continues to appoint VJ Ray Pty Ltd as Strata Managing Agent (Agent); and
- (c) delegate to the Agent all of the functions of:
  - (i) the owners corporation (other than those listed in section 52(2) of the Act); and
  - (ii) its chairperson, treasurer, secretary and strata committee, necessary to enable the Agent to carry out the 'agreed services' and the 'additional services' as defined in the written agreement, a copy of which is attached to this notice (Agreement);
- (d) the delegation to the Agent is to be subject to the conditions and limitations in the Agreement; and
- (e) the owners corporation execute the Agreement to give effect to this appointment and delegation; and
- (f) authority be given for the common seal of the owners corporation to be affixed to the Agreement by the secretary and any other member of the strata committee OR two owners.

B That the delegations in this motion supersede all previous delegations.

**27 ADDRESS FOR SERVICE**

THAT the Owners Corporation resolves to change its address for services of notice to:

Neighbourly Strata  
P O BOX 301  
BANKSTOWN NSW 1885

*Explanation: This motion is to approve the change of address for service registered on title to your strata managing agent.*

17 October 2022

To All Committee Members

Dear Sir/Madam,

**Re: Strata Committee Meeting**

**Strata Plan: 8687**

**Address: 28 Macdonald Street, LAKEMBA NSW 2195**

As you may be aware, the NSW Government have implemented the Strata Hub which is an initiative to provide better transparency, accountability, better regulation and more engagement for owners and residents of Strata Schemes across NSW.

The hub will allow for key information to be accessible to schemes, service providers and the government, which will allow for better visibility of a strata schemes statutory requirements to help ensure well managed schemes.

Under the Strata Schemes Management Amendment (information) Regulation 2021, strata schemes will be required to report information each year via the Strata Hub online platform.

All Strata Schemes in NSW are required to upload critical building information by 31 December 2022 under these new regulations.

The attached committee notice provides authority for Neighbourly Strata to upload this information on behalf of the Owners Corporation.

Under the new Regulations, an emergency contact also needs to be nominated in the event of a building emergency - this information is only provided to Emergency Services and is not available to be viewed by the general public.

More information on Strata Hub can be found on Strata Community Australia NSW (SCA NSW) website.

Please ensure that the Committee Voting sheet is completed in its entirety before returning.

Should you require any further information please contact Mazen Sawaqed at mazen@neighbourly.co or (02) 8880 1040.

Yours Faithfully

*Mazen Sawaqed*

.....

Mazen Sawaqed  
For Strata Plan 8687

## **NOTICE OF STRATA COMMITTEE MEETING**

Sections 39, 40, 263 & Schedule 2 of Strata Schemes Management Act 2015 (NSW)

TO The Owners - Strata Plan No. 8687

28 Macdonald Street, LAKEMBA NSW 2195

### **DATE, PLACE AND TIME**

The meeting will be held immediately after the Annual General Meeting  
on Monday, 07 November 2022  
at By Teleconference: Dial 1300 254 410

### **INFORMATION**

#### **QUORUM** *(Clause 12 of schedule 2 of the Act)*

A motion submitted at a meeting of a strata committee must not be considered unless there is a quorum present to consider and vote on the motion. A quorum is present at a meeting:

- (a) in the case of a strata committee which has only one member, if the member is present,
- (b) in any other case, if not less than one-half of the persons entitled to vote on the motion are present.

A person who has voted, or intends to vote 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.

#### **ELIGIBILITY TO VOTE** *(Clause 9(4) of Schedule 2 of the Act)*

You cannot vote if the contributions for your lot have not been paid or if you were nominated for the strata committee by a member who has not paid the contributions for their lot. The relevant consideration is whether or not the owner of the lot was an un-financial at the date notice of the meeting and did not pay before the meeting.

#### **DISCLOSURES OF PECUNIARY INTEREST** *(Clause 18 of schedule 2 of the Act)*

The nature of the interest must be disclosed at a meeting and the particulars are to be kept in a book for this purpose.

#### **NON MEMBER ATTENDANCE** *(Clause 13 of schedule 2 of the Act)*

Owners or company nominees of a lot in the scheme may attend a strata committee meeting however they are not entitled to address the meeting unless authorised by a resolution of the meeting.

NOTICE DATE: 17 October 2022

**1 ACTING MEMBERS**

THAT pursuant to section 34 of the Strata Schemes Management Act 2015, the strata committee receive and accept the appointment of any acting members of the strata committee for the purpose of this meeting of the strata committee.

**2 CONFIRMATION OF MINUTES**

THAT the minutes of the last strata committee meeting be confirmed as a true and accurate record of that meeting.

**3 PECUNIARY INTEREST**

THAT the strata committee:

- (a) receive any disclosures regarding pecuniary interests;
- (b) record the details of these interests in the disclosure book;
- (c) for each disclosure made, determine whether that member can
  - 1. be present during the deliberations for that matter, or
  - 2. take any part in the decision of that matter.

**Notes to motion:**

*Disclosure of any interest in relation to a corporation or other body, or a specified person for a matter. This might be employment, membership, partnership, though can be any type of relationship*

**4 ELECTION OF OFFICE BEARERS**

THAT the secretary, treasurer and chairperson of the strata committee be elected. That an officer be nominated as the emergency contact for the Strata Scheme.

**5 ELECTRONIC MEANS OF ATTENDANCE**

THAT the strata committee resolves that attendance at strata committee meetings may be by the following additional means:

- (a) telephone conference; or
- (b) video-conferencing;
- (c) email from the email address provided for service of notices.

The meeting notice will specify

- + means and method of accessing the facility for that purpose for that particular strata committee meeting and
- + that any strata committee member attending a strata committee meeting by these means and eligible to vote on a matter may cast a vote as if they were physically present at the meeting.

**Notes to motion:**

*This does not prevent a strata committee meeting being held or attended in person or a meeting being held in writing in accordance with Schedule 2 clause 9(2) of the Act.*

*Meetings held by video-conference or tele-conference may be recorded by the strata management agent. These facilities are likely to incur additional costs to the owners corporation.*



**6 AUTHORITY TO UPLOAD INFORMATION TO STRATA HUB**

That the Strata Committee resolves to delegate to the strata manager the function of uploading all information/documents required to comply with the Strata Schemes Management Regulations 2021 (regulation 43A) relating to the Office of Fair Trading "strata hub".

*Explanatory Note: From 30 June 2022 an Owners Corporation will be required to place a range of information (and documents) on the Office of Fair Trading "strata Hub" which is designed to capture information relating to a strata scheme (some of which is for public distribution). The motion is for the strata managing agent to be delegated the authority to undertake such work (uploading the information/documents and keeping records current)*

**7 NEXT MEETING**

THAT the date, time and location of the next meeting(s) of the strata committee be determined.

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## Current Owners Corporation Insurance Details

Policy No.900082

Corporate H U Underwriters

Type : Strata

Broker : Honan Risk & Insurance Brokers

Premium : \$5,134.39

Paid on : 24/01/2022

Start : 31/01/2022

Next due : 31/01/2023

Cover	Sum Insured	Excess
Building	\$2,365,000.00	\$1,000.00
Contents	\$23,650.00	\$0.00
Loss of Rent	\$354,750.00	\$0.00
Catastrophe	\$0.30	\$0.00
Public Liability	\$30,000,000.00	\$0.00
Personal Accident	\$200,000.00	\$0.00
Fidelity Guarantee	\$250,000.00	\$0.00
Office Bearers Liability	\$5,000,000.00	\$0.00
Paint	Selected	\$0.00
Flood	Selected	\$0.00
Lot Owner Fixtures & Improvements	\$250,000.00	\$0.00

The Agent is qualified to give general advice and information about insurance, not personal advice. If the owners' corporation requires specialist insurance advice, the Agent can refer the owners' corporation to an insurance advisor. If the Agent recommends that your building insurance should be placed with the Insurers, the owners' corporation acknowledges and agrees that the recommendation is general advice (not personal advice). The owners' corporation should read the Product Disclosure Statement before making a decision to purchase that insurance.

## MINUTES OF AN ANNUAL GENERAL MEETING THE OWNERS - STRATA PLAN 8687

28 Macdonald Street, LAKEMBA NSW 2195

**DATE & TIME OF MEETING:** An Annual General Meeting of The Owners - Strata Plan 8687 was held on 08/11/2021 commenced at 05:00 PM.

**VENUE:** By Teleconference: Dial 1300 254 410

### PRESENT:

Lot #	Unit #	Attendance	Owner Name Representative
1	1	Yes	Stephen John Lawson

**CHAIRPERSON:** Jackie Li, Strata Manager, V J Ray Pty Ltd

Minutes of the meeting:

### 1 MINUTES

**RESOLVED** that the minutes of the last general meeting of the owners corporation be confirmed as a true record of the proceedings of that meeting.

### 2 STRATA COMMITTEE

#### RESOLVED

- (a) That the nominations for the strata committee be accepted
  - (b) That the number of members of the strata committee be determined at 1
  - (c) That the names of the strata committee members be recorded as follows
- | Lot | Name           |
|-----|----------------|
| (1) | Stephen Lawson |

### 3 RESTRICTED MATTERS

**RESOLVED** that, apart from those matters stated in the legislation, no other matter or class of matter should be determined by the resolution of the Owners Corporation at a general meeting.

### 4 INSURANCES

- (a) **RESOLVED** that the insurances in the attached schedule be confirmed and that the building be valued as at the renewal date of the policy in order to satisfy the Owners Corporation obligations under regulation 39.
- (b) **RESOLVED** that the strata manager obtain 3 quotations for the amount in that valuation according to the provisions of section 166 of the Act and those quotations be submitted to the Strata Committee for approval. If insufficient responses are received prior to the renewal date, the Strata Manager is instructed to renew with the current insurer.

### 5 KEY FINANCIAL INFORMATION STATEMENT

**RESOLVED** that the attached Key Financial Information Statement be adopted and that no additional auditing be undertaken.

### 6 CAPITAL WORKS FUND PLAN

- (a) **RESOLVED** that the Owners Corporation approves the 10-year capital works fund plan (as attached to the meeting notice) and according to the provisions of section 80 (4) (c) the source of funding for the proposed work in the plan shall be by way of the capital works fund levy decided in the Budget & Levies motion below, with any shortfall to be met by way of special levies to be raised as required.
- It was also resolved that no update of the existing plan is required this year.

### 7 CHILD WINDOW SAFETY LOCKS

- RESOLVED** that, as window safety devices have already been fitted, the Owners Corporation
- (c) Engage a suitably qualified consultant to inspect all required window safety devices and provide a report, including any required corrective actions, with the report to be submitted to the Strata Committee to determine what action, if any, is required.
- (d) Delegate the Strata Manager to carry out the above pursuant to the Agency Agreement additional duties schedule.

Note: To be completed in 2022

## 8 WORK HEALTH SAFETY REPORT

**RESOLVED** that no Work Health & Safety report be carried out for the strata scheme. (note that this decision was contrary to the advice of the Strata Manager)

## 9 ASBESTOS REGISTER UPDATE

**RESOLVED** that no Asbestos Register Update be completed for the strata scheme (note that this decision was contrary to the advice of the Strata Manager). In accordance with the WHS Act 2011 Part 8 a suitably qualified consultant is to be engaged to label Asbestos Containing Material and install a lockable wall mounted cabinet for the keeping of the onsite records, in the event these items are not already present.

## 10 STRATA MANAGERS REPORT

**RESOLVED** that the report from the Strata Manager on training services and commission be received.

## 11 KEEPING OF ANIMALS BY-LAW MOTION DEFEATED

That the owners corporation pursuant to section 141 of the Strata Schemes Management Act 2015 to repeal the existing by-laws for the keeping of animals and to adopt a new by-law for the keeping of animals, By-Law - Keeping of Animals, in the terms set out below and to lodge notification of the changes to the by-law and a consolidated set of all existing by-laws for registration at NSW Land Registry Services.

### Special By-Law - Keeping of Animals

#### 1. Introduction

This by-law sets out rules concerning the keeping of animals in the building. You must comply with this by-law.

#### 2. Definitions

2.1 In this by-law, unless the context or subject matter otherwise indicates or requires:

- (a) "**Act**" means the *Strata Schemes Management Act 2015*;
- (b) "**aquarium**" means an aquarium not exceeding 200 litres capacity;
- (c) "**building**" means the building in the strata scheme;
- (d) "**common property**" means the common property in the strata scheme including the common property inside and outside the building;
- (e) "**dangerous dog**" means a dog that is dangerous or menacing within the meaning of the *Companion Animals Act 1998* and any regulations made under that Act;
- (f) "**lot**" means a lot in the strata scheme;
- (g) "**occupier**" means an occupier of a lot;
- (h) "**owner**" means an owner of a lot;
- (i) "**owners corporation**" means the owners corporation of the strata scheme;
- (j) "**strata committee**" means the strata committee of the owners corporation;
- (k) "**strata scheme**" means the strata scheme to which this by-law applies; and
- (l) "**you**" means an owner or occupier.

2.2 In this by-law, unless the context or subject matter otherwise indicates or requires:

- (a) headings have been inserted for guidance only and do not affect the interpretation of this by-law;
- (b) references to any legislation include any legislation amending, consolidating or replacing the same, and all by-laws, ordinances, proclamations, regulations, rules and other authorities made under them;
- (c) words importing the singular number include the plural and vice versa;
- (d) where any word or phrase is given a definite meaning any part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning;
- (e) any expression used in this by-law and which is defined in the Act will have the same meaning as that expression has in that Act unless a contrary intention is expressed in this by-law;
- (f) if any provision of this by-law is invalid or void, that provision will be read down, ignored or severed so far as is possible in order to uphold the validity and enforceability of the remaining provisions of this by-law; and
- (g) if there is any inconsistency between this by-law and any other by-law applicable to the strata scheme, then the provisions of this by-law will prevail to the extent of that inconsistency.

#### 3. Animals Require Approval

Subject to section 139(5) of the Act, you must not, without the prior written approval of the owners corporation, keep any animal (except a small caged bird or fish kept in a secure aquarium on a lot) on a lot or the common property.

#### 4. Applying for Approval to Keep Animals

- 4.1 If you want to keep an animal (except a small caged bird or fish kept in a secure aquarium on a lot) on a lot or the common property, you must make an application in writing to the owners corporation for approval to keep the animal on the lot or the common property.
- 4.2 Your application must be made on any pet application form that has been approved by the owners corporation and sent to the strata managing agent of the owners corporation or, if there is none, to the secretary of the owners corporation.
- 4.3 Your application must contain:

- (a) your name, lot number, address and telephone number;
  - (b) a description of the animal you wish to keep on the lot or common property including:
    - i. the type and breed of the animal;
    - ii. the size of the animal including its weight and height;
    - iii. the age of the animal;
    - iv. details of the temperament of the animal;
    - v. (in the case of a cat or dog) details of the registration of the animal with the local council and of any microchipping of the animal;
    - vi. (in the case of a cat or dog) details of all immunisations of the animal;
    - vii. a photograph of the animal;
  - (c) (in the case of a cat or dog) at least two references concerning the character and temperament of the animal provided by another person such as the animal's veterinarian;
  - (d) (in the case of an application by an occupier who is not an owner) the written consent of the owner of the lot to the application.
- 4.4 The owners corporation may request that you provide additional information to supplement the information included in your application.

#### **5. Deciding an Application for Approval to Keep Animals**

5.1 The owners corporation may:

- (a) approve your application for approval to keep an animal on the lot or the common property (with or without conditions); or
  - (b) withhold its approval of the keeping of the animal on the lot or the common property;
- but it must not act unreasonably when doing so.

5.2 Without limiting clause 5.1, it will be reasonable for the owners corporation to withhold its approval of the keeping of animal on the lot or the common property if:

- (a) you are already keeping more than one animal that is a dog or a cat on the lot;
- (b) your application is to keep more than one animal on the lot which is a dog or cat or if approved would result in you doing so;
- (c) your application is to keep a dangerous or menacing dog; or
- (d) your application is to keep a dog or cat that has not been registered with the local council or microchipped or immunised.

5.3 The owners corporation may revoke any approval to keep an animal on the lot or the common property it issues under this by-law in the event that you breach this by-law but it must act reasonably when doing so.

5.4 Any approval issued by the owners corporation under this by-law relates to the animal(s) that is the subject of your application for approval and does not relate to, benefit or bind any other animal or any other owner or occupier including your successors.

5.5 Any approval issued by the owners corporation under this by-law will expire on the death of the animal to which the approval relates.

#### **6. Rules for Keeping Animals**

If you keep or obtain the prior written approval of the owners corporation to keep an animal on a lot, then you must:

- (a) **(notification)** notify the owners corporation that the animal is being kept on the lot;
- (b) **(location of animal)** keep the animal within your lot and ensure that the animal is not kept in and does not remain on the common property other than for the purposes of entering or exiting your lot via that common property;
- (c) **(animal on common property)** carry the animal or ensure that the animal is adequately tethered to a leash when it is on the common property;
- (d) **(prohibition on tethering)** not chain or tether the animal to the common property at any time;
- (e) **(prohibition on nuisance)** ensure that the animal does not cause a hazard or nuisance to or disturb or interfere with the peaceful enjoyment of the owner or occupier of another lot or any person on the common property;
- (f) **(registration of animal)** (in the case of a cat or dog) ensure the animal remains at all times registered with the local council and microchipped and that its immunisations are kept current;
- (g) **(care of animal)** ensure the animal is properly cared for and (in the case of a cat or dog) regularly groomed and treated for fleas, worms and other parasites;
- (h) **(cleaning)** take such action as may be necessary to immediately clean all areas of the lot or common property that are soiled by the animal and place any faeces of the animal in a bag that is securely wrapped and placed in a garbage bin;
- (i) **(maintenance of animal enclosures)** properly maintain and keep in a state of good and serviceable repair and, where necessary, renew or replace any enclosure or structure (such as an aquarium or cage) in which you keep the animal;
- (j) **(preventing spills)** not spill water or allow water to leak from any aquarium in which any fish are kept by you;
- (k) **(indemnity)** indemnify the owners corporation against any loss or damage (including costs and expenses) it incurs or suffers or any claims that are made against it arising out of or as a result of any breach of this by-law by you or anything done by the animal including any injury or damage caused by the animal and any costs the owners corporation incurs cleaning any area of common property that is soiled or made dirty by the animal and repairing any damage to the common property caused by the animal;
- (l) **(payment)** pay to the owners corporation any reasonable amount that is due and payable under the indemnity provided by you under the previous sub-clause of this by-law when requested to by the owners corporation;
- (m) **(compliance with approval conditions)** comply with any conditions of approval issued by the owners corporation.

#### **7. Assistance Animals**

If you keep an assistance animal on a lot you must, if required to do so by the owners corporation, provide evidence to the owners corporation demonstrating that the animal is an assistance animal as referred to in section 9 of the *Disability Discrimination Act 1992* of the Commonwealth.

#### **8. Role of Strata Committee**

The strata committee may make any decision for and on behalf of the owners corporation under this by-law.

**Pet Application Form**

1	Your name(s):	
2	Lot number:	
3	Full address and telephone number:	
4	Description of the animal you wish to keep: (a) type/breed of animal; (b) size of animal including weight and height; (c) age of animal; (d) details of temperament of the animal; (e) details of registration with local council and micro chipping details; (f) details of immunisations of the animal; (g) attach a photograph of the animal.	
5	Attach two references conferencing the character and temperament of the animal (for example by the animal's vet).	
6	(If you are a tenant) attach written consent of owner of the lot	
7	Any further details concerning the animal	

**Dated**.....

**Signature(s)**.....

U.E. Votes Cast            120  
 U.E. For Motion            0  
 U.E. Against Motion       120

**12 RESTRICT ILLEGAL USES AND SHORT-TERM RENTAL ACCOMODATION ARRANGEMENTS BY-LAW MOTION DEFEATED**

That the owners corporation pursuant to sections 137A and 141 of the Strata Schemes Management Act 2015 to make an additional by-law, Special By-Law - Restricting Illegal Uses and Short Term Rental Accommodation Arrangements, on the terms set out below or which are attached to the notice of this meeting and to lodge notification of the by-law and a consolidated set of by-laws for registration at NSW Land Registry Services.

**Special By-Law - Restricting Illegal Uses and Short-Term Rental Accommodation Arrangements**

1. Introduction

- (1) This by-law prohibits you from using your lot, or allowing your lot to be used, for an illegal purpose and for the purposes of a short-term rental arrangement where the lot is not your principal place of residence.
- (2) You must comply with this by-law.
- (3) If you do not comply with this by-law the owners corporation may take action against you.
- (4) This may result in an order being made restraining you from using your lot, or allowing your lot to be used, in a manner prohibited by this by-law and a monetary penalty being imposed on you.

2. Definitions

- (1) In this by-law, unless the context or subject matter otherwise indicates or requires:

"Act" means the Fair-Trading Act 1987;

"code of conduct" means any code of conduct declared under section 54B of the Act or the Regulations as a code of conduct applying to short-term rental accommodation industry participants;

"Council" means the Local Council within whose local government area the strata scheme is situated;

"LEP" means the local environmental plan of the Council that is applicable to the strata scheme including any amendment of it and any planning instrument replacing it;

"lot" means a lot in the strata scheme and, where the context permits, includes part of a lot such as a bedroom;

"Regulations" means any regulations made under the Act;

"short-term rental accommodation arrangement" means a commercial arrangement for giving a person the right to occupy a residential lot for a period of not more than 3 months at any one time, and includes any arrangement prescribed by the

Regulations to be a short-term rental accommodation arrangement, but does not include any arrangement prescribed by the Regulations not to be a short-term rental accommodation arrangement;

"Strata Act" means the Strata Schemes Management Act 2015;

"strata scheme" means the strata scheme to which this by-law applies; and

"you" means an owner, occupier or lessee of a lot.

- (2) In this by-law, unless the context or subject matter otherwise indicates or requires:
- (a) headings have been inserted for guidance only and do not affect the interpretation of this by-law;
  - (b) references to any legislation include any legislation amending, consolidating or replacing the same, and all by-laws, ordinances, proclamations, regulations, rules and other authorities made under them;
  - (c) words importing the singular number include the plural and vice versa;
  - (d) where any word or phrase is given a definite meaning any part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning;
  - (e) any expression used in this by-law and which is defined in the Act or Strata Act will have the same meaning as that expression has in that Act or Strata Act unless a contrary intention is expressed in this by-law;
  - (f) if any provision of this by-law is invalid or void, that provision will be read down, ignored or severed so far as is possible in order to uphold the validity and enforceability of the remaining provisions of this by-law; and
  - (g) if there is any inconsistency between this by-law and any other by-law applicable to the strata scheme, then the provisions of this by-law will prevail to the extent of that inconsistency.

### 3. Prohibiting Illegal Uses

You must ensure that your lot is not used for any purpose that is prohibited by law or the LEP or that requires approval or authorisation of an authority including the Council or under any law or the LEP without that approval or authorisation.

### 4. Use of Lots as Domiciles

You must ensure that your lot is only used as a permanent dwelling or domicile unless your lot is lawfully able to be used for another purpose, or you obtain approval of an authority including the Council for your lot to be used for another purpose, in which case your lot may be used for that other purpose.

### 5. Prohibiting Short-Term Rental Accommodation Arrangements

(1) You must not use your lot, or allow your lot to be used, for the purposes of a short-term rental accommodation arrangement if the lot is not the principal place of residence of the person who, pursuant to the arrangement, is giving another person the right to occupy the lot.

(2) You must take all reasonable steps to ensure that your lot is not used for the purposes of a short-term rental accommodation arrangement if the lot is not the principal place of residence of the person who, pursuant to the arrangement, is giving another person the right to occupy the lot.

### 6. Prohibiting Advertising of Illegal Uses

You must ensure that your lot is not advertised or promoted including on Airbnb for any use which is prohibited by this by-law.

### 7. Permissible Short-Term Rental Accommodation Arrangements

Nothing in this by-law operates to prevent a lot being used or advertised for the purposes of a short-term rental accommodation arrangement if the lot is the principal place of residence of the person who, pursuant to the arrangement, is giving another person the right to occupy the lot.

### 8. Compliance with Code of Conduct

You must comply with any code of conduct if this by-law does not prohibit you using your lot, or allowing your lot to be used, for the purposes of a short-term rental accommodation arrangement and your lot is used for those purposes.

### 9. Evidence of Principal Place of Residence

You must, if required to do so by the owners corporation, provide evidence to the owners corporation demonstrating that your lot is your principal place of residence or the principal place of residence of the person who, pursuant to a short-term rental accommodation arrangement, is giving another person the right to occupy the lot.

U.E. Votes Cast	120
U.E. For Motion	0
U.E. Against Motion	120

## 13 ILLEGALLY PARKED VEHICLES AND ABANDONED GOODS BY-LAW MOTION DEFEATED

That the owners corporation pursuant to section 141 of the Strata Schemes Management Act 2015 to make an additional by-law, Special By-Law - Abandoned Goods and Illegally Parked Vehicles, in the terms set out below or which are attached to the notice of this meeting and to lodge notification of the by-law and a consolidated set of all existing by-laws for registration at NSW Land Registry Services.

Special By-Law - Abandoned Goods and Illegally Parked Vehicles

### 1. Introduction

This by-law allows us to move or dispose of abandoned goods and move or remove illegally parked vehicles and sets out rules concerning the moving and disposal of abandoned goods and the moving and removal of illegally parked vehicles.



## 2. Definitions

In this by-law, unless the context or subject matter otherwise indicates or requires:

- 2.1 "abandoned goods" means goods we reasonably believe have been abandoned or left behind on common property other than vehicles and things permitted by us to remain on common property;
- 2.2 "Act" means the Uncollected Goods Act 1995;
- 2.3 "common property" means the common property in the strata scheme including any visitor parking spaces on common property;
- 2.4 "disposal costs" means any cost or expense we incur in connection with or arising out of the disposal by us of abandoned goods left on common property including a waste removal contractor's costs, skip bin hire fees and tip fees;
- 2.5 "disposal notice" means a notice that complies with the Act including section 26 of the Act and specifies (among other things) a date on or after which abandoned goods will be disposed of that complies with the time period referred to in section 20 or 21 or 22A of the Act;
- 2.6 "dispose" in relation to abandoned goods means to sell the goods or dispose of the goods in any other lawful manner;
- 2.7 "expenses" means any cost or expense incurred by us arising out of or as a result of your breach of this by-law including disposal costs and vehicle removal costs;
- 2.8 "goods" means goods of any type including personal belongings such as bicycles and rubbish and personal documents;
- 2.9 "high value goods" means abandoned goods with a value of at least \$20,000 or such other amount prescribed by regulations made under the Act;
- 2.10 "illegally parked vehicle" means a vehicle left on common property that is placed so that it blocks an exit or entrance or otherwise obstructs the use of common property;
- 2.11 "interest" means interest payable on expenses in accordance with this by-law;
- 2.12 "invitee" includes a guest or contractor;
- 2.13 "lot" means a lot in the strata scheme;
- 2.14 "low value goods" means abandoned goods with a value of less than \$1,000 or such other amount prescribed by regulations made under the Act;
- 2.15 "motor vehicle" has the same meaning as in the Impounding Act 1993;
- 2.16 "move" in relation to an illegally parked vehicle means to cause the vehicle to be moved to another place on common property or moved so that it no longer blocks an exit or entrance or otherwise obstructs the use of common property including by towing the vehicle;
- 2.17 "occupier" means a person in occupation of a lot and includes a tenant;
- 2.18 "owner" means an owner of a lot;
- 2.19 "our" (in the case of a consent) means the owners corporation's;
- 2.20 "personal documents" has the same attributed to that expression in section 22A of the Act and regulations made under the Act;
- 2.21 "record of disposal" means a record of abandoned goods disposed of that complies with section 30 of the Act;
- 2.22 "recovery costs" means any cost or expense incurred by us in recovering from you any expenses or interest including strata managing agent's costs and legal costs on an indemnity basis;
- 2.23 "removal notice" means a notice that must:
  - (a) not be less than the size of an A4 piece of paper, and
  - (b) be placed in a position or be in a material so that the contents of the notice are not likely to be detrimentally affected by weather, and
  - (c) describe the vehicle and state the date and time the notice was issued, and
  - (d) state that the vehicle will be removed if it is not moved from the common property or so that it no longer obstructs common property before the date and time specified in the notice (being not earlier than 5 days after the notice was placed on or near the vehicle), and
  - (e) specify contact details for a member of the strata committee, the strata managing agent or a delegate of the owners corporation in relation to the notice;
- 2.24 "remove" in relation to an illegally parked vehicle means to cause the vehicle to be moved to the nearest place to which it may be lawfully moved including by towing the vehicle;
- 2.25 "Strata Act" means the Strata Schemes Management Act 2015;
- 2.26 "strata scheme" means the strata scheme to which this by-law applies;
- 2.27 "us" or "we" means the owners corporation and includes any agent;
- 2.28 "vehicle" means motor vehicle;
- 2.29 "vehicle removal costs" means any cost or expense we incur in connection with or arising out of the moving or removal by us of an illegally parked vehicle including towing costs; and
- 2.30 "you" means an owner or occupier.

## 3. Interpretation

In this by-law:

- 3.1 headings have been inserted for guidance only and do not affect the interpretation of this by-law;
- 3.2 references to any legislation include any legislation amending, consolidating or replacing the same, and all by-laws, ordinances, proclamations, regulations, rules and other authorities made under them;
- 3.3 words importing the singular number include the plural and vice versa;
- 3.4 where any word or phrase is given a definite meaning any part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning;
- 3.5 any expression used in this by-law and which is defined in the Strata Act will have the same meaning as that expression has in the Strata Act unless a contrary intention is expressed in this by-law;
- 3.6 the terms of this by-law are independent of each another. If a term of this by-law is deemed void or unenforceable, it shall be severed from this by-law, and the by-law as a whole will not be deemed void or unenforceable;
- 3.7 the terms of this by-law apply to the extent permitted by law; and
- 3.8 if there is any inconsistency between this by-law and any other by-law applicable to the strata scheme, then the provisions of this by-law will prevail to the extent of that inconsistency.



4. Prohibiting Abandoned Goods

4.1 You must not leave any goods on common property without our prior written consent unless you are permitted to under another by-law.

4.2 If you are an owner, you must take all reasonable steps to ensure that any occupier of your lot does not leave any goods on common property without our prior written consent unless the occupier permitted to under another by-law.

4.3 You must take all reasonable steps to ensure that your invitees do not leave any goods on common property without our prior written consent unless they are permitted to under another by-law.

5. Moving Abandoned Goods Including Goods that Obstruct Access

We may store or move abandoned goods including goods that block an entrance or exit in an appropriate manner.

6. Disposing of Perishable Goods and Rubbish

We may dispose of abandoned goods that are perishable goods or rubbish in such manner as we consider appropriate.

7. Disposing of Abandoned Goods

We may dispose of abandoned goods that are not perishable goods or rubbish or high value goods and which you leave on the common property if we give you a disposal notice concerning the goods and the goods have not been removed from the common property within the period specified in the disposal notice and we dispose of the goods in accordance with the Act.

8. Proceeds of Sale of Abandoned Goods

8.1 We must pay the proceeds of a sale of any abandoned goods we sell into the administrative fund or capital works fund of the owners corporation.

8.2 We may retain from the proceeds of sale the amount of the costs incurred by us for the storage, maintenance, insurance and disposal of the abandoned goods.

8.3 We must deal with the balance (if any) of the proceeds of sale as if we were a business and the money were unclaimed money for the purposes of the Unclaimed Money Act 1995.

8.4 Clause 8 of this by-law does not apply to personal documents.

9. Record of Disposal of Abandoned Goods

We must make a record of disposal of any abandoned goods we dispose of and keep that record for (in the case of low value goods) 12 months and (in all other cases) 6 years after the date the goods were disposed of.

10. Prohibiting Parking on Common Property

10.1 You must not leave or park a vehicle on common property (including an illegally parked vehicle) without our prior written consent unless permitted to under another by-law.

10.2 If you are an owner, you must take all reasonable steps to ensure that any occupier of your lot does not leave or park a vehicle on common property (including an illegally parked vehicle) without our prior written consent unless the occupier is permitted to under another by-law.

10.3 You must take all reasonable steps to ensure that your invitees do not leave or park any vehicles on common property (including an illegally parked vehicle) except in any area designated for that purpose by us or in accordance with another by-law.

11. Moving Illegally Parked Vehicles

We may move or remove an illegally parked vehicle if we place a removal notice on or near the vehicle and the requirements of the notice are not complied with within the period specified in the removal notice.

12. Moving Illegally Parked Vehicles in Urgent Circumstances

We may move or remove an illegally parked vehicle before we place a removal notice on or near the vehicle if there are urgent circumstances that justify the moving or removal of the vehicle such as where the vehicle blocks an entrance or exit.

13. Payment of Expenses

If you breach this by-law, you are liable to pay or reimburse us for any expenses on demand.

14. Interest on Expenses

If any expenses are not paid by you at the end of one month after they become due and payable, the expenses bear until paid simple interest at the same annual rate as applies to interest on overdue contributions levied by us (currently an annual rate of 10 per cent).

15. Payment of Recovery Costs

You are liable to pay or reimburse us for any recovery costs on demand.

16. Recovery of Expenses, Interest, Etc

We may recover from you as a debt any:

- (a) expenses;
- (b) interest; and
- (c) recovery costs;

for which you are liable.

17. Mode of Recovery of Expenses, Interest, Etc

If you are an owner, we may include reference to any expenses, interest or recovery costs for which you are liable on:

- (a) your account with us;
- (b) levy notices served on you; and
- (c) certificates issued under section 184 of the Strata Act in respect of your lot;

for the purpose of recovering from you as a debt any of those amounts.

18. Appropriation of Payments

We may appropriate any payments you make to us towards expenses, interest and recovery costs in any manner we deem fit.

19. Sale of Lot

If a person becomes an owner of a lot at a time when, under this by-law, a former owner is liable to pay any expenses, interest or recovery costs to us, the person who becomes owner is jointly and severally liable with the former owner to pay those amounts to us.

20. Power of Strata Committee

The strata committee may exercise the functions of the owners corporation under this by-law.

U.E. Votes Cast

120

**14 COVID-19 BY-LAW  
MOTION DEFEATED**

THAT the owners corporation SPECIALLY RESOLVES pursuant to section 141 of the *Strata Schemes Management Act 2015* to make a new by-law, Special By-Law - COVID-19, on the terms set out below or attached to the notice of this meeting and to lodge notification of the by-law and a consolidated set of by-laws for registration at NSW Land Registry Services.

*Explanatory Note: This is a motion to make a by-law to introduce rules to help avoid the spread of COVID-19 in the building. This by-law is intended to apply to a residential building.*

**1. Introduction**

This by-law contains rules to help avoid the spread or transmission of COVID-19 in the building.

**2. Definitions**

2.1 In this by-law:

- (a) "**building**" means the building(s) in the strata scheme;
- (b) "**by-law start date**" means the date of the general meeting at which this by-law is approved;
- (c) "**common property**" means the common property in the strata scheme including common property inside the building such as corridors, foyers, lobbies, fire stairs and any lifts and common property outside the building such as garden areas and external pathways;
- (d) "**COVID-19**" means an infectious disease also known as Novel Coronavirus 2019;
- (e) "**COVID-19 pandemic**" means the period during which any order made under the *Public Health Act 2010* that prohibits a person leaving his or her place of residence or participating in a gathering in a public place without a lawful or reasonable excuse (or an order having a similar effect) remains in force;
- (f) "**fitted face covering**" means a mask or other covering that:
  - (i) fits securely around the face; and
  - (ii) is designed or made to be worn over the nose and mouth to provide the wearer with protection against infection;
- (g) "**household**" means any persons living together in the same place of residence;
- (h) "**invitee**" includes any guest, visitor, employee or contractor;
- (i) "**law**" includes any order made under the *Public Health Act 2010*;
- (j) "**lot**" means any lot in the strata scheme including any external area of a lot such as a balcony, courtyard or terrace;
- (k) "**new resident**" means any person who is not already an occupant of your lot on the by-law start date;
- (l) "**permitted purpose**" means the purpose of the delivery of food, groceries, other goods or services for the personal needs of your household, medical services or medical supplies and any other purpose approved by the owners corporation;
- (m) "**recreational facilities**" means any swimming pool, spa, sauna, gymnasium, playground, barbecue area, games room or other similar recreational facilities that are situated in the strata scheme;
- (n) "**strata scheme**" means the strata scheme to which this by-law applies;
- (o) "**you**" means an owner, occupier or lessee of a lot.

2.2 In this by-law:

- (a) headings have been inserted for guidance only and do not affect the interpretation of this by-law;
- (b) references to any legislation include any legislation amending, consolidating or replacing the same, and all by-laws, ordinances, proclamations, regulations, rules and other authorities made under them;
- (c) words importing the singular number include the plural and vice versa;
- (d) where any word or phrase is given a definite meaning any part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning;
- (e) any expression used in this by-law and which is defined in the *Strata Schemes Management Act 2015* will have the same meaning as that expression has in that Act unless a contrary intention is expressed in this by-law;
- (f) if any provision of this by-law is invalid or void, that provision will be read down, ignored or severed so far as is possible in order to uphold the validity and enforceability of the remaining provisions of this by-law; and
- (g) if there is any inconsistency between this by-law and any other by-law applicable to the strata scheme, then the provisions of this by-law will prevail to the extent of that inconsistency.

**3. COVID-19 Rules**

**3.1 Restricting Gatherings**

You must not congregate with more than one other person on the common property (excluding members of your household).

**3.2 Social Distancing**

You must ensure that you remain separated from any other person by at least 1.5 metres whilst on the common property.

**3.3 Prohibiting Parties and Social Gatherings**

You must not attend or host any party or social gathering in a lot or on the common property.

### **3.4 Restricting Invitees**

You must take all reasonable steps to ensure that your invitees are not invited to your lot and do not enter the building for any purpose other than a permitted purpose.

### **3.5 Restricting New Tenants or Occupants**

You must take all reasonable steps to ensure that a new resident does not occupy your lot after the by-law start date without a lawful excuse.

### **3.6 Restricting Advertising for New Tenants or Occupants**

You must take all reasonable steps to ensure that a new resident who does not have a lawful excuse for occupying your lot after the by-law start date is not invited to occupy your lot or make a booking to occupy your lot after the by-law start date including through short term accommodation websites such as Airbnb and Stayz.

### **3.7 Restricting Use of Recreational Facilities**

You must not use, or permit any other person to use, any of the recreational facilities without the prior written consent of the owners corporation.

### **3.8 Restricting Access to Common Property**

The owners corporation may restrict access to or close off parts of the common property including the recreational facilities for the purpose of avoiding the spread or transmission of COVID-19.

### **3.9 Requiring Fitted Face Coverings**

You must wear a fitted face covering that covers your mouth and nose at all times whilst on any part of the common property in the building unless you are aged 12 years or under or it is not reasonably practicable to wear the fitted face covering.

### **3.10 Notification of COVID-19 Diagnosis**

You must promptly notify the owners corporation if you have been diagnosed with COVID-19 or you have been in contact with a person who has been diagnosed with COVID-19.

### **3.11 Self-Isolation**

You must avoid, so far as is reasonably practicable, accessing or remaining on the common property if you have been diagnosed with COVID-19 for the period that you remain infectious with COVID-19.

### **3.12 Complying with Laws and Public Health Orders**

You must comply with all laws for the time being in force that relate to the COVID-19 pandemic including any orders made under the *Public Health Act 2010*.

### **3.13 Landlords' Responsibility for Tenants**

If you are an owner of a lot who does not reside in the lot, you must take all reasonable steps to ensure that any occupier or lessee of your lot complies with this by-law.

### **3.14 Responsibility for Invitees**

You must take all reasonable steps to ensure that your invitees comply with this by-law and that any invitee who does not comply with this by-law leaves the strata scheme as soon as possible.

## **4. Review of this By-Law**

4.1 The owners corporation must review this by-law to determine whether the objectives of the by-law remain valid and whether the terms of the by-law remain appropriate for securing those objectives.

4.2 The review is to be undertaken as soon as possible after the period of six (6) months from the by-law start date or such lesser period as is determined by the owners corporation or strata committee.

## **5. Temporary Operation of this By-Law**

5.1 This by-law applies during the COVID-19 pandemic.

5.2 The operation of this by-law is terminated, and this by-law ceases to have effect, at the end of the COVID-19 pandemic.

U.E. Votes Cast 120

U.E. For Motion 0

U.E. Against Motion 120

## **15 REIMBURSEMENT OF COSTS BY-LAW MOTION DEFEATED**

That a By-law be created stating the following  
REIMBURSEMENT OF COST BY-LAWS

That the Owners Corporation specially resolves pursuant to section 141 of the Strata Schemes Management Act 2015 to create an additional By-Law with the following terms:

A. In the event that an owner or occupier of a lot breaches a registered by-law in the strata plan, the Owners Corporation may: to the extent permitted by law, recover from the owner or occupier as a debt:

(a). The expenses incurred by the Owners Corporation arising out of or caused by a breach of by-laws, including expenses incurred rectifying, preventing, or attempting to rectify, restrain or prevent a breach, such as strata managing agent's and legal or administrative costs to:

(1) issue a notice to comply with a by-law,

(2) prepare an application for and attend mediation,

(3) prepare an application for an order by a tribunal,

(4) prepare an application for a penalty to be imposed,

(5) Appear at the tribunal on behalf of the Owners Corporation.

(6) Any costs incurred relating to action taken to remedy a breach of by-law.

(b). the expenses incurred by the Owners Corporation recovering any or all of the expenses and the costs of and related to

the breach of by-laws, including legal costs and disbursements on an indemnity basis.

B. Nothing in this clause limits the rights of or the remedies available to the Owners Corporation on a breach of any by-law.

C. In addition to any other rights of the Owners Corporation under this by-law, the owners corporation may charge interest (in accordance with section 85 of the Strata Schemes Management Act 2015) on any amounts if not paid at the end of one month after they become due and payable by the owner under this by-law.

U.E. Votes Cast	120
U.E. For Motion	0
U.E. Against Motion	120

## 16 RESPONSIBILITY FOR TENANTS & INVITEES BY-LAW MOTION DEFEATED

That a by-law be created stating the following:

### ***Special By-Law - Responsibility of Tenants & Invitees***

#### 1. Introduction

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This by-law imposes on the owner of a lot a duty to take all reasonable steps to ensure that the occupiers and lessees of the lot and the invitees of the owner comply with the by-laws. This by-law also imposes on the occupier and lessee of a lot a duty to take all reasonable steps to ensure that the invitees of the occupier and lessee comply with the by-laws.

#### 2. Definitions

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In this by-law:

"**by-laws**" means the by-laws applicable to the strata scheme from time to time;

"**invitee**" includes a guest, visitor or contractor of an owner or occupier;

"**lessee**" includes a tenant of a lot;

"**lot**" means any lot in the strata scheme;

"**occupier**" means any person in occupation of a lot;

"**owner**" means an owner of a lot;

"**strata scheme**" means the strata scheme to which this by-law applies.

#### 3. Owners Responsible for Tenants

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- (1) An owner of a lot must take all reasonable steps to ensure that any occupier or lessee of the lot complies with the by-laws.
- (2) An owner of a lot must also take all reasonable steps available to the owner against any occupier or lessee of the lot including action under any lease, residential tenancy agreement or licence agreement in respect of the lot to ensure that the occupier or lessee of the lot complies with the by-laws.

#### 4. Owners Responsible for Invitees

---

- (1) An owner of a lot must take all reasonable steps to ensure that any invitee of the owner complies with the by-laws when on a lot or the common property.
- (2) An owner of a lot must take all reasonable steps to ensure that any invitee of the owner who does not comply with any of the by-laws when on a lot or the common property leaves the strata scheme as soon as possible.

#### 5. Occupiers Responsible for Invitees

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- (1) An occupier or lessee of a lot must take all reasonable steps to ensure that any invitee of the occupier or lessee complies with the by-laws when on a lot or the common property.
- (2) An occupier or lessee of a lot must take all reasonable steps to ensure that any invitee of the occupier or lessee who does not comply with any of the by-laws when on a lot or the common property leaves the strata scheme as soon as possible.

U.E. Votes Cast	120
U.E. For Motion	0
U.E. Against Motion	120

## 17 SPECIAL BY-LAW RENOVATIONS

**RESOLVED** by Special Resolution that a By-law be created stating the following  
RENOVATIONS

That the Owners Corporation specially resolves pursuant to section 141 of the Strata Schemes Management Act 2015 to create an additional by-law with the following terms:

## **SPECIAL BY-LAW FOR RENOVATIONS**

### **1. Introduction**

1.1 This by-law sets out the rules you must follow if you intend to carry out renovations to a common area in the building in connection with your apartment, or to your apartment, including minor renovations and major renovations.

1.2 This by-law also sets out rules you must follow in connection with renovations already done to a common area in the building in connection with your apartment before this by-law including minor renovations and major renovations which have already been completed.

### **2. Definitions & Interpretation**

2.1 In this by-law, unless the context or subject matter otherwise indicates or requires:

- (a) "Act" means the Strata Schemes Management Act 2015,
  - (b) "apartment" means a lot in the strata scheme,
  - (c) "annexure" means the annexure to this by-law,
  - (d) "building" means the building in the strata scheme in which your apartment is located,
  - (e) "common area" means the common property in the strata scheme,
  - (f) "cosmetic work" means cosmetic work for the purposes of section 109 of the Act and any by-law that specifies additional work that is to be cosmetic work for the purposes of section 109 of the Act,
  - (g) "existing renovations" means the renovations undertaken by previous or current owners to common areas in the building in connection with apartments before this by-law without the consent of the owners corporation,
  - (h) "major renovations" means any work to an apartment or a common area in the building in connection with your apartment for the following purposes:
    - (i) work involving structural changes such as the removal of the whole or part of a load bearing wall,
    - (ii) work that changes the external appearance of your apartment, including the installation of an external access ramp, awning, pergola or vergola or installation of a new window in a boundary wall of your apartment,
    - (iii) work involving waterproofing such as a bathroom renovation involving the laying of a new waterproof membrane,
    - (iv) work for which consent or another approval is required under any other Act such as development consent of the local council under the Environmental Planning and Assessment Act 1979, but cannot include cosmetic work or minor renovations,
  - (i) "minor renovations" means any work to a common area in the building in connection with your apartment for the following purposes:
    - (i) renovating a kitchen,
    - (ii) renovating a bathroom in a manner that does not involve waterproofing,
    - (iii) renovating any other room in your apartment in a manner that does not involve waterproofing or structural changes,
    - (iv) changing recessed light fittings,
    - (v) removing carpet or other soft floor coverings to expose underlying wooden or other hard floors,
    - (vi) installing or replacing wood or other hard floors,
    - (vii) installing or replacing wiring or cabling or power or access points,
    - (viii) installing or replacing pipes and ducts,
    - (ix) work involving reconfiguring walls in a manner that does not involve structural changes,
    - (x) installing a rainwater tank,
    - (xi) installing a clothesline,
    - (xii) installing a reverse cycle split system air conditioner or a ducted air conditioning system,
    - (xiii) installing double or triple glazed windows,
    - (xiv) installing a heat pump or hot water service or a gas or oil heater,
    - (xv) installing ceiling insulation,
    - (xvi) installing an aerial or antenna,
    - (xvii) installing a satellite dish with a diameter no greater than 1.5 metres,
    - (xviii) installing a skylight, whirlybird, ventilation or exhaust fan or solar panels in or on a roof directly above your apartment, but cannot include cosmetic work or major renovations or work that is authorised by a by-law made under section 108 of the Act or a common property rights by-law,
  - (i) "renovations" means minor renovations or major renovations,
  - (j) "strata scheme" means the strata scheme to which this by-law applies,
  - (k) "you" means an owner of an apartment and includes your successors in title.
- 2.2 In this by-law, unless the context or subject matter otherwise indicates or requires:
- (a) headings have been inserted for guidance only and do not affect the interpretation of this by-law,
  - (b) references to any legislation include any legislation amending, consolidating or replacing the same, and all by-laws, ordinances, proclamations, regulations, rules and other authorities made under them,
  - (c) words importing the singular number include the plural and vice versa,
  - (d) where any word or phrase is given a definite meaning any part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning,
  - (e) if any provision of this by-law is invalid or void, that provision will be read down, ignored or severed so far as is possible in order to uphold the validity and enforceability of the remaining provisions of this by-law,
  - (f) any expression used in this by-law and which is defined in the Act will have the same meaning as that expression has in that Act unless a contrary intention is expressed in this by-law, and
  - (g) if there is any inconsistency between this by-law and any other by-law applicable to the strata scheme, then the provisions



of this by-law will prevail to the extent of that inconsistency.

### **3. Renovations Approval Process**

#### **3.1 Renovations Require Approval**

You must not carry out, or permit anyone else to carry out, renovations without the prior written approval of the owners corporation.

#### **3.2 The Approval Process**

3.2.1 If you wish to carry out renovations you must make an application to the owners corporation in order to seek its approval of the renovations.

3.2.2 The application must be in writing and sent to the strata managing agent of the owners corporation or, if there is no strata managing agent, to the secretary of the owners corporation.

3.2.3 Your application must contain:

(a) your name, address and telephone number,

(b) your apartment and lot number,

(c) details of the renovations,

(d) drawings, plans and specifications for the renovations,

(e) an estimate of the duration and times of the renovations,

(f) details of the persons carrying out the renovations including the name, licence number, qualifications and telephone number of those persons,

(g) details of arrangements to manage any resulting rubbish or debris arising from the renovations.

3.2.4 Your application must also contain a motion and by-law generally in the form set out in the annexure (with the blanks appropriately completed) and your written consent to that by-law if the renovations are major renovations and will involve alterations or additions to a common area.

3.2.5 The owners corporation may request further information to supplement the information contained in your application but it must not act unreasonably when doing so.

3.2.6 The owners corporation may engage a consultant to assist it review your application.

3.2.7 The owners corporation may:

(a) approve your application either with or without conditions, or

(b) withhold approval of your application (but it must not act unreasonably when doing so).

3.2.8 If your major renovations will involve alterations or additions to a common area, and the owners corporation approves your application, the owners corporation must do so by passing a special resolution at a general meeting to approve the motion and by-law submitted with your application (or a substantially similar motion and by-law).

3.2.9 You must comply with any conditions which the owners corporation issues as part of its approval and the conditions contained in this by-law.

### **4. Conditions for Renovations**

#### **4.1 Before the Renovations**

4.1.1 Before commencing the renovations, you must:

(a) Prior Notice

give the owners corporation at least 14 days' written notice. Your written notice must include the estimated start date of the renovations and the estimated end date of the renovations,

(b) Local Council Approval

(in the case of major renovations) if required by law, obtain a complying development certificate for or development consent of the local council to the major renovations and a construction certificate for the major renovations, and give copies of them to the owners corporation,

(c) Contractor's Licence and Insurance Details

give the owners corporation a copy of a certificate or other document demonstrating that the contractor who will carry out the renovations holds a current:

(i) licence,

(ii) all risk insurance policy which must include public liability cover in the sum of \$10,000,000.00,

(iii) workers compensation insurance policy, and

(iv) home building compensation fund insurance policy under the Home Building Act 1989 for the renovations (if required by law),

(d) Engineer's Report

if requested to by the owners corporation, give the owners corporation a report from a structural engineer addressed to the owners corporation certifying that the renovations will not have a detrimental affect on the structural integrity of the building or any part of it,

(e) Acoustic Consultant's Report

if the renovations will involve changes to the floor coverings in your apartment (apart from floor coverings in a laundry, lavatory or bathroom) by, for example, installing or replacing wood or other hard floors, if requested to by the owners corporation, give the owners corporation a report from an acoustic consultant certifying the acoustic properties of the new floor coverings,

(f) Dilapidation Report

if requested to by the owners corporation, give the owners corporation a dilapidation report (which must include photographs) concerning the areas of the building the owners corporation requires to be included in that report,

(g) Bond

if requested to by the owners corporation, pay a bond to the owners corporation in the sum of \$10,000 or such other amount determined from time to time by the owners corporation,

(h) Costs

pay the reasonable costs of the owners corporation incurred in connection with considering or approving your application for renovations including any consultant's costs.

4.1.2 If you have not complied with any of the conditions set out in clause 4.1.1 you must not begin the renovations and if you have already begun the renovations you must immediately stop them.

## 4.2 During the Renovations

During the renovations you must:

### (a) Standard of Workmanship

ensure the renovations are carried out in a competent and proper manner by appropriately qualified and licensed contractors utilising only first quality materials which are good and suitable for the purpose for which they are used,

### (b) Quality of Renovations

make certain the renovations are completed in accordance with any specifications for them and comply with the Building Code of Australia and any applicable Australian Standard (in the event of a conflict, the Building Code of Australia shall prevail),

### (c) Time for Completion of Renovations

make sure the renovations are carried out with due diligence and are completed as soon as practicable from the date of commencement,

### (d) Times for Renovations

ensure that the renovations are only carried out between the hours of 8.00am - 5.00pm on Monday - Friday and 9.00am - 3.00pm on Saturdays (not including public holidays) and are not carried out any other times,

### (e) Times for Operation of Noisy Equipment

make sure that percussion tools and noisy equipment such as jack hammers and tile cutters are only used between 10.00am - 3.00pm and that at least 72 hours notice is given to the occupiers of the other apartments in the building by a sign prominently displayed on the noticeboard before the use of any such tools and equipment,

### (f) Appearance of Renovations

ensure the renovations are carried out and completed in a manner which is in keeping with the rest of the building,

### (g) Supervision of Renovations

ensure that the renovations are adequately supervised and that the common areas are inspected by the supervisor on a daily basis to ensure that the conditions of this by-law are complied with,

### (h) Noise During Renovations

ensure the renovations and your contractors do not create any excessive noise in your apartment or in a common area that is likely to interfere with the peaceful enjoyment of the occupier of another apartment or of any person lawfully using a common area,

### (i) Transportation of Construction Equipment

ensure that all construction materials and equipment are transported in accordance with any manner reasonably directed by the owners corporation and in a manner that does not cause damage to the building,

### (j) Debris

ensure that any debris and rubbish associated with or generated by the renovations is removed from the building strictly in accordance with the reasonable directions of the owners corporation.

### (k) Storage of Building Materials on Common Areas

make sure that no building materials are stored in a common area,

### (l) Protection of Building

protect all areas of the building outside your apartment which are affected by the renovations from damage, the entry of water or rain and from dirt, dust and debris relating to the major renovations and ensure that all common areas, especially the walls, floors and lift leading to

your apartment, are protected by covers and mats when transporting furniture, construction materials, equipment and debris through the building,

### (m) Building Integrity

keep all areas of the building affected by the renovations structurally sound during the renovations and make sure that any holes or penetrations made during the renovations are adequately sealed and waterproofed and, if necessary, fireproofed,

### (n) Daily Cleaning

clean any part of the common areas affected by the renovations on a daily basis and keep all of those common areas clean, neat and tidy during the renovations,

### (o) Interruption to Services

minimise any disruption to services in the building and give the occupiers of the other apartments in the building at least 72 hours prior notice of any planned interruption to the services in the building such as water, electricity and television by a sign prominently displayed on the noticeboard before any such disruption,

### (p) Access

give the owners corporation's nominee (which may be its consultant) access to your apartment to inspect (and, if applicable, supervise) the renovations on reasonable notice,

### (q) Vehicles

ensure that no contractor's vehicles obstruct the common areas including any driveway areas and passing bay other than on a temporary and non-recurring basis when delivering or removing materials or equipment and then only for such time as is reasonably necessary,

### (r) Security

ensure that the security of the building is not compromised and that no external doors of the building are left open and unattended or left open for longer than is reasonably necessary during the renovations,

### (s) Variation to renovations

not vary the renovations without obtaining the prior written approval of the owners corporation,

### (t) Costs of renovations

pay all costs associated with the renovations including any costs incurred by the owners corporation engaging a consultant to inspect or supervise the renovations.

## 4.3 After the Renovations

After the renovations have been completed, you must:

### (a) Notify the Owners Corporation

promptly notify the owners corporation that the renovations have been completed,

### (b) Access

give the owners corporation's nominee (which may be its consultant) access to your apartment to inspect the renovations on reasonable notice,

(c) Obtain Planning Certificates

if required by law, obtain all requisite certificates issued under Part 4A of the Environmental Planning and Assessment Act 1979 approving the renovations and the occupation of your apartment (such as a compliance certificate and an occupation certificate) and give copies of them to the owners corporation,

(d) Restore the Common Areas

restore all common areas damaged by the major renovations as nearly as possible to the state which they were in immediately prior to commencement of the renovations,

(e) Engineer's Report

if required by the owners corporation, give the owners corporation a report from a duly qualified structural engineer addressed to the owners corporation certifying that the renovations have been completed in a manner that will not detrimentally affect the structural integrity of the building or any part of it,

(f) Expert's Report

if required by the owners corporation, give the owners corporation a report from a duly qualified building consultant or expert addressed to the owners corporation certifying that the renovations have been completed in a manner that complies with the Building Code of Australia and any applicable Australian Standards,

(g) Acoustic Consultant's Report

if the renovations involved changes to the floor coverings of your apartment (apart from floor coverings in a laundry, lavatory or bathroom), if required by the owners corporation, give the owners corporation a report from an acoustic consultant certifying the acoustic properties of any new floor coverings.

#### 4.4 Enduring Obligations

You must:

(a) Maintenance of Apartment Renovations

properly maintain the renovations to your apartment and keep them in a state of good and serviceable repair and, where necessary, renew or replace any part of those renovations,

(b) Maintenance of Minor Renovations

properly maintain the minor renovations and keep them in a reasonable state of good and serviceable repair and, where necessary, renew or replace any part of those minor renovations,

(c) Repair Damage

repair any damage caused to another apartment or the common areas by the carrying out of the renovations in a competent and proper manner,

(d) Prevent Excessive Noise

ensure that any equipment forming part of the renovations does not create or generate any heat, noise or vibrations that are likely to interfere with the peaceful enjoyment of the occupier of another apartment or of any person lawfully using a common area,

(e) Flooring

if the renovations involved changes to the floor coverings of your apartment, ensure that the new floor coverings are covered or otherwise treated to an extent sufficient to prevent the transmission from the floor coverings of noise likely to disturb the peaceful enjoyment of the owner or occupier of another apartment (apart from floor coverings in a laundry, lavatory or bathroom),

(f) Indemnity

indemnify and keep indemnified the owners corporation against all actions, proceedings, claims, demands, costs, damages and expenses which may be incurred by or brought or made against the owners corporation arising out of the renovations or the altered state or use of any of the common areas arising from the renovations or your breach of this by-law,

(g) Insurance

if required by the owners corporation, make, or permit the owners corporation to make on your behalf, any insurance claim concerning or arising from the renovations, and use the proceeds of any insurance payment made as a result of an insurance claim to complete the renovations or repair any damage to the building caused by the renovations,

(h) Comply with the Law

comply with all statutes, by-laws, regulations, rules and other laws for the time being in force and which are applicable to the renovations and the requirements of the local council concerning the renovations (for example, the conditions of the local council's approval of the major renovations, a notice or order issued by the local council or fire safety laws).

#### 5. Bond

The owners corporation shall be entitled to apply the bond paid by you under the conditions of this bylaw, or any part of it, towards the costs of the owners corporation incurred:

(a) repairing any damage caused to a common area or any other apartment during or as a result of the renovations, or

(b) cleaning any part of the common area as a result of the renovations,

and the owners corporation must refund the bond, or the remaining balance of it, when you notify the owners corporation that the renovations have been completed and the owners corporation is reasonably satisfied that you have complied with the conditions of this by-law.

#### 6. Breach of this By-Law

6.1 If you breach any condition of this by-law and fail to rectify that breach within 14 days of service of a written notice from the owners corporation requiring rectification of that breach (or such other period as is specified in the notice), then the owners corporation may:

(a) rectify the breach,

(b) enter on any part of the building including your apartment, by its agents, employees or contractors, in accordance with the Act for the purpose of rectifying the breach, and

(c) recover as a debt due from you the costs of the rectification and the expenses of the owners corporation incurred in



recovering those costs including legal costs on an indemnity basis.

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

### **7. Common Property Rights By-Law**

7.1 Nothing in this by-law detracts from or alters any obligation that arises under sections 108 or 143 of the Act for or in relation to your major renovations.

7.2 Nothing in this by-law prevents the owners corporation from requiring, as a condition of approval for your major renovations or otherwise, a separate by-law to be made under section 108 or 143 of the Act for your major renovations in accordance with clause 3.2.8.

### **8. Strata Committee Approvals**

The strata committee may approve minor renovations under this by-law. To avoid doubt, the owners corporation delegates its functions under section 110 of the Act to the strata committee.

### **9. Specification of Additional Minor Renovations**

To avoid doubt, this by-law specifies additional work that is to be a minor renovation for the purposes of section 110 of the Act.

### **10. Existing Renovations**

10.1 The owners corporation grants you the special privilege to retain the existing renovations undertaken to a common area in connection with your apartment.

10.2 You must comply with the conditions set out in clause 4.4 of this by-law in relation to any existing renovations undertaken to a common area in connection with your apartment.

10.3 To avoid doubt, you must properly maintain and keep in a state of good and serviceable repair any existing renovations undertaken to a common area in connection with your apartment and, where necessary, renew or replace the whole or any part of those existing renovations.

## **ANNEXURE**

### **MOTION AND BY-LAW FOR MAJOR RENOVATIONS**

That the owners corporation specially resolves pursuant to sections 108 and 143 of the Strata Schemes Management Act 2015 to authorise the owner of the lot specified in the special by-law set out below to carry out the alterations and additions to that lot and the common property described in that special by-law on the conditions of that special by-law (including the condition that the owner is responsible for the maintenance, upkeep and repair of those alterations and additions and the common property occupied by them) and to add to the by-laws applicable to the strata scheme by making that special by-law:

#### ***Special By-Law No. - Major Renovations and Building Works (Lot .)***

##### 1. Introduction

This by-law gives the Owner the right to carry out the Major Renovations on the conditions of the Major Renovations By-Law and this by-law.

##### 2. Definitions

In this by-law:

"Lot" means Lot ..... in the Strata Scheme;

"Owner" means the owner for the time being of the Lot (being the current owner and all successors);

"Plans" means the plans/drawings prepared by ..... and dated ..... attached to this by-law;

"Major Renovations" means the alterations and additions to the Lot and common property described and shown in the Plans being .....

"Renovations By-Law" means Special By-Law No. 1 - Renovations as amended from time to time;

"Strata Scheme" means the strata scheme to which this by-law applies.

##### 3. Authorisation for Major Renovations

The Owners Corporation grants the Owner:

(a) the authority to carry out the Major Renovations strictly in accordance with the Plan

(b) the special privilege to, at the Owner's cost, carry out the Major Renovations to the common property strictly in accordance with the Plans; and

(c) the exclusive use and enjoyment of the common property to be occupied by the Major Renovations; on the conditions of this by-law.

##### 4. Conditions

4.1 The Renovations By-Law will apply to the Major Renovations.

4.2 The Owner must, at the Owner's cost, comply with the conditions specified in the Renovations By-Law with respect to the Major Renovations.

4.3 The Owner must also, at the Owner's cost, properly maintain and keep in a state of good and serviceable repair the Major Renovations and the common property occupied by the Major Renovations and, where necessary, renew or replace any fixtures of fittings comprised in those Major Renovations and that common property.

4.4 The Owners Corporation may exercise any of the functions conferred on it under the Renovations By-Law with respect to the Major Renovations.

4.5 The Owner must pay the reasonable costs of the owners corporation incurred in connection with approving and registering this by-law.

4.6. For the avoidance of doubt, this by-law operates as the approval of the owners corporation of the Major Renovations for the purposes of the Renovations By-law.

U.E. Votes Cast	120
U.E. For Motion	120
U.E. Against Motion	0

## 18 RENOVATIONS

**RESOLVED by Special Resolution** that pursuant to Section 106 (3) of the Strata Schemes Management Act 2015:

(a) it is inappropriate for the owners corporation to maintain, renew, replace or repair any renovations carried out in accordance with or referred to in Special By-Law - Renovations; and

(b) in the light of the obligations imposed on owners in that by-law to maintain, renew, replace or repair any such renovations done by them, its decision will not affect the safety of any building, structure or common area in the strata scheme or detract from the appearance of any property in the strata scheme.

U.E. Votes Cast	120
U.E. For Motion	120
U.E. Against Motion	0

## 19 REPEAL BY-LAW MINOR RENOVATIONS

**RESOLVED by Special Resolution** that the Owners Corporation, pursuant to Section 141 of the Strata Schemes Management Act, 2015, repeal the special by-law for Minor Renovations (Section 110).

U.E. Votes Cast	120
U.E. For Motion	120
U.E. Against Motion	0

## 20 BUDGET & LEVIES

**RESOLVED** that the Owners Corporation

(a) Adopt the budget (including any amendments) as per the copy attached to the minutes, and its 10-year Capital Works Fund Plan and,

(b) In accordance with Section 81 of the Act, the Owners Corporation determines that the following amounts be levied in order to collect the amounts estimated in the budget and Capital Works Fund Plan:

Administrative Fund	\$17,863.00
Capital Works Fund	\$2,022.00

The levies are to be due in 4 equal instalments with the first instalment due on 01/01/2022 and subsequent levy instalments due on 01/04/2022, 01/07/2022, 01/10/2022

## 21 DEBT COLLECTION

**RESOLVED** that the Owners Corporation

(a) Authorises the strata managing agent and/or the strata committee to give instructions for whatever action is considered necessary to collect unpaid contributions, interest and expenses of the Owners Corporation pursuant to Strata Schemes Management Act 2015.

(b) Any action can be taken at any time without reference to any other action, and without having to follow any particular order.

(c) Any action considered necessary to collect unpaid contributions, interest and expenses may include, but is not limited to, the following;

i) Various reminder notices or any statutory Notice of Recovery Action issued by the Strata Manager, Mercantile Agent or Solicitor.

ii) Retaining any Mercantile Agent, Solicitor, Barrister or other expert as appropriate, to take action to facilitate the collection of the debt.

iii) Commencing appropriate proceedings in the Tribunal or any court of competent jurisdiction.

iv) Issuing a Statutory Notice of Recovery Action, Statement of Claim, Judgment, Writ of Execution, Garnishee, Examination Notice, Examination Order, Bankruptcy Notice, Creditors Petition, Statutory Demand, Winding up Application, Notice of Discontinuance, Consent to Set Aside Judgment and any other available action.

v) Making all necessary enquiries to locate owners and ascertain how to best recover unpaid levies, interest and expenses.

vi) Appearing in any Tribunal or court proceedings including but not limited to Instalment Orders, Applications to Set Aside Judgment, Pre-trial Reviews, Defences, Cross Claims, Appeals and any other actions.

vii) Liaising, instructing and preparing documentation whenever necessary.

**22 PAYMENT PLANS**

**RESOLVED** that the Owners Corporation not automatically enter into any formal payment plan under Section 85 (5) without a general meeting being held to formally approve such plan on an individual basis.

**23 BUILDING DEFECTS**

**RESOLVED** that there are no building defects that require attention at this stage. (other than any work that may be currently being dealt with by the Owners Corporation)

**24 AGENCY AGREEMENT**

**RESOLVED** that the Owners Corporation reappoint VJ Ray Pty Ltd (Agent) as strata managing agent on the terms and conditions set out in the proposed strata management agency agreement (Agreement) tabled at the 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 services as defined in the Agreement;

with effect from the date shown in the Agreement and for the term shown in the Agreement, 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 the following owners to execute the agreement on behalf of the Owners Corporation electronically via DocuSign

1. Stephen Lawson

**25 ALTERNATE VOTING METHODS**

**RESOLVED** to allow alternate voting methods, before or at meetings of the Owners Corporation or Strata Committee which may include:

(1) Teleconference, video-conferencing, e-mail or other electronic means while participating in a meeting from a remote location

(2) E-mail or other electronic means before the meeting at which the matter (not being an election) is to be determined.

(3) Other electronic means of voting, including requiring voters to access a voting website and to vote in accordance with directions on that website.

CLOSURE: There being no further business, the chairperson declared the meeting closed at 06:09 PM.

# Statement of Key Financial Information

Approved form under: Strata Schemes Management Act 2015 (Section 94 (1))

The Owners--Strata Plan 8687

28 Macdonald Street, LAKEMBA NSW 2195

Name of Fund:	<b>Administrative Fund</b>	
Reporting Period:	01/10/2021 to 30/09/2022	\$
Balance carried forward from previous reporting period:		<b>3,962.86</b>
Total income received during reporting period:		18,162.64 (2)
Total interest earned by fund during reporting period:		42.75 (3)
Total contributions paid during reporting period:		17,959.99
Total unpaid contributions payable for reporting period:		1,052.39 (4)
Total expenditure for maintenance during reporting period:		15,810.92 (5)
Total expenditure for administration costs during reporting period:		0.00
Balance of Fund at end of reporting period:		<b>6,178.19</b>
List of principal items of expenditure proposed for next reporting period:		(6)
Admin--Agent Disbursements		530.00
Admin--Agent Disburst--Telephone Meeting		33.00
Admin--Management Fees--Standard		3,324.00
Admin--Occupational Health & Safety		100.00
Admin--Storage Fees		66.00
Admin--Tax Return Fee		130.00
By-law Registration		1,480.00
Cleaning & Lawns		1,800.00
Compliance--Asbestos Report		1,117.00
Compliance--WHS Report		401.00
Compliance--Window Safety Inspection		865.00
Electrical Repairs		500.00
Electricity		600.00
General Repairs		500.00
Glass		500.00
Insurance--Premiums		5,900.00
Insurance--Valuation		242.00
Maint Bldg--Consultants		301.00
Plumbing		500.00
Water Consumption		2,300.00
Total Expenses		<b>21,189.00</b>

Notes:

(1) The Statement of Key Financial Information is a statutory report to display amounts for the financial period for financial information required under the Act. It is not a cumulative report and should not be interpreted as one.

(2) Total income received represents the total receipts (inclusive of GST) and may include amounts not represented on this report. Unallocated receipts are not included on this report as they are not assigned to a fund.

(3) Total interest includes interest received on the working account, and investment accounts and penalty interest for late payment of levies.

(4) This amount represents the total of unpaid levy contributions due and payable during, and prior to the reporting period.

(5) All expenditure for the plan is shown under maintenance. As the plan is not GST registered all amounts shown in expenditure totals are inclusive of GST.

(6) As the plan is not GST registered all amounts listed for proposed expenditure are inclusive of GST.

Name of Fund: **Capital Works Fund**

Reporting Period: 01/10/2021 to 30/09/2022 \$

Balance carried forward from previous reporting period:	<b>5,671.24</b>	
Total income received during reporting period:	2,038.35	(2)
Total interest earned by fund during reporting period:	4.84	(3)
Total contributions paid during reporting period:	2,033.51	
Total unpaid contributions payable for reporting period:	119.17	(4)
Total expenditure for maintenance during reporting period:	2,860.00	(5)
Total expenditure for administration costs during reporting period:	0.00	
Balance of Fund at end of reporting period:	<b>4,838.68</b>	

List of principal items of expenditure proposed for next reporting period: (6)

Total Expenses 0.00

*There are no principal items of expenditure to report.*

## Notes:

(1) The Statement of Key Financial Information is a statutory report to display amounts for the financial period for financial information required under the Act. It is not a cumulative report and should not be interpreted as one.

(2) Total income received represents the total receipts (inclusive of GST) and may include amounts not represented on this report. Unallocated receipts are not included on this report as they are not assigned to a fund.

(3) Total interest includes interest received on the working account, and investment accounts and penalty interest for late payment of levies.

(4) This amount represents the total of unpaid levy contributions due and payable during, and prior to the reporting period.

(5) All expenditure for the plan is shown under maintenance. As the plan is not GST registered all amounts shown in expenditure totals are inclusive of GST.

(6) As the plan is not GST registered all amounts listed for proposed expenditure are inclusive of GST.

## Detailed Balance Sheet

### As at 30/09/2022

The Owners--Strata Plan 8687

28 Macdonald Street, LAKEMBA NSW 2195

	Current period
<b>Owners' funds</b>	
<b>Administrative Fund</b>	
Opening Balance--Admin	3,962.86
This Years Surplus/(Deficit)--Admin	2,215.33
	6,178.19
<b>Capital Works Fund</b>	
Opening Balance--Capital Works	5,671.24
This Years Surplus/(Deficit)--Capital Works	(832.56)
	4,838.68
<b>Net owners' funds</b>	<b>\$11,016.87</b>
<b>Represented by:</b>	
<b>Assets</b>	
<b>Administrative Fund</b>	
Cash at Bank--Admin	7,987.81
Levy Arrears--Admin	1,052.39
Receivable--Owners--Admin	10.00
	9,050.20
<b>Capital Works Fund</b>	
Cash at Bank--Capital Works	5,044.67
Levy Arrears--Capital Works	119.17
	5,163.84
<b>Unallocated Money</b>	0.00
<i>Total assets</i>	14,214.04
<b>Less liabilities</b>	
<b>Administrative Fund</b>	
Levy Advance--Admin	2,872.01
	2,872.01
<b>Capital Works Fund</b>	
Levy Advance--Capital Works	325.16
	325.16
<b>Unallocated Money</b>	0.00
<i>Total liabilities</i>	3,197.17
<b>Net assets</b>	<b>\$11,016.87</b>

## Proposed Budget to apply from 01/10/2022

The Owners--Strata Plan 8687

28 Macdonald Street, LAKEMBA NSW 2195

### Administrative Fund

	Proposed budget	Actual 01/10/2021-30/09/2022	Previous budget
<b>Revenue</b>			
Interest on Arrears--Admin	0.00	42.75	0.00
Levies Due--Admin	21,189.00	17,863.60	17,863.00
Section 184 Fees Received	0.00	119.90	0.00
<i>Total revenue</i>	21,189.00	18,026.25	17,863.00
<b>Less expenses</b>			
Admin--Agent Disbursements	530.00	529.09	650.00
Admin--Agent Disburst--Telephone Meeting	33.00	32.32	0.00
Admin--Legal & Debt Collection Fees	0.00	(10.00)	0.00
Admin--Management Fees--Standard	3,324.00	3,101.34	3,139.00
Admin--Occupational Health & Safety	100.00	198.00	90.00
Admin--Sect 184 Certificate Fees Paid	0.00	119.90	0.00
Admin--Storage Fees	66.00	66.00	0.00
Admin--Tax Return Fee	130.00	280.00	130.00
By-law Registration	1,480.00	833.47	0.00
Cleaning & Lawns	1,800.00	1,841.40	1,800.00
Compliance--Asbestos Report	1,117.00	0.00	0.00
Compliance--WHS Report	401.00	0.00	0.00
Compliance--Window Safety Inspection	865.00	495.00	0.00
Electrical Repairs	500.00	0.00	934.00
Electricity	600.00	361.59	700.00
Fire Protection	0.00	35.00	0.00
General Repairs	500.00	440.00	500.00
Glass	500.00	0.00	500.00
Insurance--Premiums	5,900.00	5,134.39	5,000.00
Insurance--Valuation	242.00	220.00	220.00
Maint Bldg--Consultants	301.00	0.00	0.00
Pest Control	0.00	0.00	400.00
Plumbing	500.00	0.00	500.00
Water Consumption	2,300.00	2,133.42	3,300.00
<i>Total expenses</i>	21,189.00	15,810.92	17,863.00
<b>Surplus/Deficit</b>	0.00	2,215.33	0.00
Opening balance	6,178.19	3,962.86	3,962.86
<b>Closing balance</b>	\$6,178.19	\$6,178.19	\$3,962.86

**Administrative Fund**

	<b>Proposed budget</b>	<b>Actual</b> 01/10/2021-30/09/2022	<b>Previous budget</b>
--	----------------------------	--	----------------------------

Total units of entitlement	1000		1000
Levy contribution per unit entitlement	\$21.19		\$17.86



**Capital Works Fund**

	<b>Proposed budget</b>	<b>Actual</b>	<b>Previous budget</b>
	01/10/2021-30/09/2022		

**Revenue**

Interest on Arrears--Capital Works	0.00	4.84	0.00
Levies Due--Capital Works	9,468.00	2,022.60	2,022.00
<i>Total revenue</i>	9,468.00	2,027.44	2,022.00

**Less expenses**

Maint Bldg--Carpets & Stairs Replacement	0.00	2,860.00	0.00
<i>Total expenses</i>	0.00	2,860.00	0.00

**Surplus/Deficit**

	9,468.00	(832.56)	2,022.00
Opening balance	4,838.68	5,671.24	5,671.24

**Closing balance**

	\$14,306.68	\$4,838.68	\$7,693.24
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Total units of entitlement	1000		1000
Levy contribution per unit entitlement	\$9.47		\$2.02

### CAPITAL WORKS FINANCIAL SUMMARY

Report Year	Year Fiscal From	Opening Balance		Income		Expenses		Closing Balance
		Beginning of Year	Contribution Total P.A.	Contribution per Entitlement	Est Expenditure (Inc GST)	Closing Balance (End of Year)		
1	01/10/2018	\$5,577	\$8,577	\$8.58	\$8,657	\$5,497		
2	01/10/2019	\$5,497	\$8,792	\$8.79	\$4,719	\$9,570		
3	01/10/2020	\$9,570	\$9,011	\$9.01	\$1,936	\$16,645		
4	01/10/2021	\$16,645	\$9,237	\$9.24	\$21,482	\$4,400		
5	01/10/2022	\$4,400	\$9,468	\$9.47	\$3,141	\$10,727		
6	01/10/2023	\$10,727	\$9,704	\$9.70	\$3,180	\$17,252		
7	01/10/2024	\$17,252	\$9,947	\$9.95	\$5,765	\$21,434		
8	01/10/2025	\$21,434	\$10,196	\$10.20	\$9,425	\$22,205		
9	01/10/2026	\$22,205	\$10,451	\$10.45	\$10,289	\$22,367		
10	01/10/2027	\$22,367	\$10,712	\$10.71	\$4,099	\$28,980		
11	01/10/2028	\$28,980	\$10,980	\$10.98	\$5,087	\$34,872		
12	01/10/2029	\$34,872	\$11,254	\$11.25	\$8,242	\$37,884		
13	01/10/2030	\$37,884	\$11,535	\$11.54	\$6,641	\$42,779		
14	01/10/2031	\$42,779	\$11,824	\$11.82	\$34,015	\$20,588		
15	01/10/2032	\$20,588	\$12,119	\$12.12	\$9,970	\$22,737		

**Report Period**      **From:** 30/09/2021  
   **To:** 30/09/2022

**STRATA MANAGERS REPORT**

**Strata Number :** 8687

**Address :** 28 Macdonald Street

LAKEMBA NSW 2195

**Work Orders Issued**

<b>Date Entered</b>	<b>Subject</b>	<b>Work Order Number</b>
01/11/2021	Parking lines	141129
26/10/2021	unit 8 bird spikes	141013
24/11/2021	Compliance - Window Locks	141714
22/05/2022	U3 - Cracking in Unit & Repair Window	146548
27/06/2022	glass fixed main door repair	147455
12/04/2022	U3 - Cracking in Unit & Repair Window	145492
22/05/2022	CP - Common lights not working	146547

**Quotes Called**

<b>Date Entered</b>	<b>Subject</b>	<b>Quote Number</b>
20/10/2021	Parking lines	123789
20/10/2021	Switchboard upgrade	123790
20/10/2021	Air conditioner by law quote	123810
20/10/2021	Air conditioner by law quote	123811
14/12/2021	External painting	125071
14/12/2021	External painting	125072
14/12/2021	External painting	125073
14/12/2021	letter box quote	125074
14/12/2021	letter box quote	125075
14/12/2021	letter box quote	125076
01/03/2022	Car space line marking	126342
01/03/2022	Car space line marking	126343
01/03/2022	Car space line marking	126344

**Total Strata Status Certificates Issues (Section 184 Certificates)**

**Status Certificates Issued**

1

**Strata Interest Notices (Section 22 Notice)**

<b>Date Entered</b>	<b>Lot Number</b>
03/12/2021	7

**Total Number of Payments Issued**

Number of Payments	Total Payment Amount
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**Total Number of Receipts Issued**

Number of Receipts	Total Amount
35	\$20,200.99

**Insurance Commissions Earned and Predicted**

<b>Earned</b>	\$0.00
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<b>Predicted</b>	\$0.00
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**List of Insurance Claims**

Date Claimed	Type	Amount Claimed	Excess
Total			

**List of Meetings Called**

Meeting Date	Meeting Type	Venue
08/11/2021	Annual General Meeting	By Teleconference: Dial 1300 254 410

**Training Services Received**

Description of training	Amount
Strata managers training in house session	At No Cost
Building Insurance Training session	At No Cost
Management Conference	At Neighbourly's Expense
In house strata managers training session via zoom	At No Cost
In house strata managers training session via zoom	At No Cost
Webinar SCA regarding COVID and strata changes	At Neighbourly's Expense
In house strata managers training session Office	At No Cost
In house strata managers training session Office	At No Cost
Bannermans webinar strata related matters	At Neighbourly's Expense
In house strata managers training session Office	At No Cost
In house strata managers training session Office	At No Cost
Conflict resolution training for strata managers – half day event in house	
CPD annual training for managers – 5 hour session	
SCA NSW Convention	
Deakin University Lecture – Building defects	
No training was required specific to your strata scheme	



<b>Date</b>	
07/11/2022	
<b>Owners Corporation</b>	
Name: The Owners – Strata Plan No. 8687	
Strata Scheme located at: 28 Macdonald Street, LAKEMBA NSW 2195	
<b>Strata Managing Agent</b>	
Name:	V J Ray Pty Ltd
ABN:	16 000 397 973
Business Name:	
Licence No:	205343
Notice Details:	
Address:	Suite 4.01A Level 4 25 Restwell Street, Bankstown, NSW, 2200
Postal Address:	PO Box 1885 Bankstown 1885
Telephone No:	02 8880 1040
Email Address:	admin@neighbourly.co
<b>Particulars</b>	
Item 1	Commencement Date 05/02/2023
Item 2	Term 12 Months
Item 3	Monthly Management Fee \$277.
Item 4	Owners Corporation Representative:  Name: _____  Address: _____ _____  Mobile No.: _____  Email Address: _____  (Unless otherwise specified the Chairperson)

**SIGNATURES**

**Owners Corporation**

Executed on behalf of The Owners – Strata Plan No: 8687 by its duly authorised agents

Signature(s): \_\_\_\_\_

Name(s): \_\_\_\_\_

**Strata Managing Agent**

Executed by \_\_\_\_\_ in accordance with s127 of the *Corporations Act 2001 (Cth)*:



.....  
Sole Director

Name of Director: Adam A Papageorgiou

V J Ray Pty Ltd

**SERVICE OF AGREEMENT**

The Owners Corporation acknowledges that a copy of this agreement has been served on the above signatories by email via DocuSign.

Unless otherwise noted any reference in this document to the "Act" is a reference to the Strata Schemes Management Act 2015, any reference to a section is a reference to a section of the Act, any reference to the "Regulations" is a reference to the Strata Schemes Management Regulation 2016 and any reference to a clause is a reference to a clause of the Regulations.

#### APPOINTMENT OF THE STRATA MANAGING AGENT

1. The Owners Corporation appoints the Strata Managing Agent to be the strata managing agent of the Strata Scheme.
2. The Owners Corporation warrants that it authorised the appointment of the Strata Managing Agent pursuant to a resolution at a general meeting of the Owners Corporation.
3. The Strata Managing Agent warrants that it is the holder of a strata managing agent's licence under the *Property Stock and Business Agents Act 2002* and will continue to hold such a licence for the duration of this Agreement.

#### FUNCTIONS OF THE STRATA MANAGING AGENT

4. The Owners Corporation delegates to the Strata Managing Agent and the Strata Managing Agent may exercise all of the functions of the Owners Corporation except:
  - (a) The power to delegate any function to another strata managing agent;
  - (b) The power to make a decision on a matter that is required to be decided by the Owners Corporation;
  - (c) The power to make a determination relating to the levying or payment of contributions;
  - (d) Any function which is conferred on another strata managing agent under s237 of the Act;
  - (e) Any function which is not specified in **Schedules A, B or C**.
  - (f) Any function which is specified in **Schedule D**.
5. Each of the services referred to in this Agreement is a separate function of the Owners Corporation.
6. Nothing in this Agreement prevents the Owners Corporation, its strata committee and its office bearers from continuing to exercise all or any of the functions which are delegated to the Strata Managing Agent.
7. The Strata Managing Agent has and may exercise all the functions of the chairperson, secretary, treasurer or strata committee of the Owners Corporation as may be necessary to perform the services in this agreement, subject to the delegation made by the Owners Corporation to the Strata Managing Agent in this Agreement.
8. The Owners Corporation and the Strata Managing Agent agree that the Strata Managing Agent may delegate any of the authorities in this agreement to The Strata Managing Agents employees.
9. The Owners Corporation authorises the Strata Managing Agent, to the extent permitted by law, to communicate and store records via electronic means.

#### TERM OF THE AGREEMENT

10. The appointment of the Strata Managing Agent will commence on the Commencement Date specified in **Item 1** of the Particulars and, subject to the terms of this Agreement, remain in force for the Term specified in **Item 2** of the Particulars.
11. The Agreement is terminated:
  - (a) by either party giving to the other party three (3) months written notice of termination expiring at any time, including during the Term.
  - (b) by the Strata Managing Agent giving thirty (30) days written notice of termination expiring at any time, including during the term
  - (c) by agreement between the parties;
  - (d) On the appointment of a strata managing agent or managing agent under s237 of the Act to exercise or perform all the functions of the Owners Corporation;
  - (e) If the Strata Managing Agent ceases to be the holder of a strata managing agent's licence under the *Property Stock and Business Agents Act 2002*;
  - (f) If the Strata Managing Agent is a corporation;
    - (i) when a receiver or receiver and manager or administrator is appointed to or an order is made for the winding up of the Strata Managing Agent;
    - (ii) when a director of the Strata Managing Agent commits an act of bankruptcy;
  - (g) If the Strata Managing Agent is an individual, when the Strata Managing Agent commits an act of bankruptcy;
  - (h) If the Strata Managing Agent or a director of the Strata Managing Agent is convicted of a criminal offence involving dishonesty or violence;
  - (i) Where either party commits a breach of the Agreement which remains unrectified for more than twenty eight (28) days after the other party has given written notice to the party of that breach, on the giving of written notice of termination to the party in breach.

#### DUTIES OF THE STRATA MANAGING AGENT

12. The Strata Managing Agent is authorised by the Owners Corporation to and must provide the services and undertake the duties set out in **Schedule A**.
13. The Strata Managing Agent must provide the services and undertake the duties set out in **Schedule B** when requested to do so by the Owners Corporation.
14. The Strata Managing Agent may provide the services and undertake the duties set out in **Schedule C** unless instructed by the Owners Corporation not to do so.
15. The Strata Managing Agent will not provide the services or undertake the duties set out in **Schedule D** or provide any service or undertake any duty that is not set out in **Schedules A, B or C**, unless the Owners Corporation and the Strata Managing Agent agree in writing as to the provision of such services or the undertaking of such duties.
16. The Strata Managing Agent will provide services and undertake duties subject to the conditions and limitations set out in **Schedule E**.
17. The Strata Managing Agent may decline any request by the Owners Corporation to provide services set out in **Schedule B** until such time as any reasonable request for instructions in relation to the provision of those services is met by the Owners Corporation.
18. The Strata Managing Agent must account to the Owners Corporation in respect of money received by the Strata Managing Agent on behalf of the Owners Corporation in writing once every three (3) months setting out all monies received by the Strata Managing Agent on behalf of the Owners Corporation during the period up to the date of the notice and since the date of the previous notice, where one was given.
19. The Owners Corporation agrees that the Strata Managing Agent is not qualified to prepare a capital works fund budget for the purposes of s80 and if the Owners Corporation decline to engage a suitably qualified expert to prepare such plan they will not rely on any estimates made by the Strata Managing Agent.

#### **REMUNERATION OF THE STRATA MANAGER**

20. The Owners Corporation must pay to the Strata Managing Agent the Monthly Management Fee specified in **Item 3** of the Particulars, in advance, on the first day of each calendar month
21. Where the Strata Managing Agent provides services or undertakes duties which are set out in the Schedules, the Owners Corporation must pay to the Strata Managing Agent, on the first day of the next calendar month, an amount for the provision of those services and the undertaking of those duties calculated in accordance with the Fees and Charges set out in **Schedule F**.
22. The Strata Managing Agent may retain rebates, discounts, benefits, training services and commissions paid to it by the providers of goods and services to the Owners Corporation described in **Schedule G** or as otherwise notified in writing to the Owners Corporation from time to time. The value or estimated value of those services will be disclosed as part of the Strata Managing Agents report at each annual general meeting of the Owners Corporation.
23. The Strata Managing Agent may retain fees paid to the Owners Corporation for the supply of information, provision of certificates and access to records provided that the amount does not exceed the amount prescribed by the Act or Regulations and where the Act or Regulations do not prescribe an amount, such an amount as is stated in **Schedule F**.
24. The Owners Corporation acknowledges The Monthly Management Fee was calculated on the basis that the Strata Managing Agent will receive rebates, discounts and commissions from the providers of goods and services to the Owners Corporation as disclosed in **Schedule G**.
25. The Strata Managing Agent is not entitled to any remuneration by way of commission or otherwise in respect of any period after termination of the Agreement pursuant to the appointment of a strata managing agent or managing agent under s237 of the Act to exercise or perform all the functions of the Owners Corporation.
26. The Owners Corporation must pay to the Strata Managing Agent three (3) months of the Monthly Management Fee specified in **Item 3** of the Particulars upon termination of the Agreement under any clause of the Agreement.

#### **COMMUNICATIONS**

27. The Owners Corporation appoints the person specified in **Item 4** of the Particulars as its Representative with whom the Strata Managing Agent may receive and give communications as if that person was the Owners Corporation.
28. The Owners Corporation may change its Representative from time to time by notification in writing given to the Strata Managing Agent.
29. Any notice served under this Agreement may be served personally or by post, facsimile or email at the relevant address for the party contained in the Notice Details or such other address as may be advised by one party to the other party in writing.

#### **INDEMNITY OF THE OWNERS CORPORATION**

30. The Owners Corporation will indemnify the Strata Managing Agent, to the full extent permitted by the law, in relation to each of the following:
  - (a) The proper performance of the services or exercise of delegated powers by the Strata Managing Agent under this Agreement.
  - (b) Any act or omission on the part of the Owners Corporation.
  - (c) The use to which any part of the Strata Scheme is put by any person.
  - (d) The state, condition and design of any property forming part of or located on the Strata Scheme.
  - (e) All legal expenses incurred by the Agent in the defence of or initiation of any legal proceedings as well as any excess payable under the Agent's professional indemnity insurance.
31. The Owners Corporation does not indemnify the Strata Managing Agent in relation to each of the following:
  - (a) Damage to property, injury or death caused by the Strata Managing Agent's negligence in so far as that negligence contributes to the damage to property, injury or death.
  - (b) The payment of a fine that arises by virtue of s57(1) of the Act.
32. The Agent's maximum liability to the Owners Corporation for any breach of this agreement, or arising out the provision or non provision of the Agreed Services or the Additional Services or by taking step contrary to this agreement, whether under law or contract, tort or otherwise, is limited to the amount of twelve (12) months of the Monthly Management Fee for the year in which the liability arose.
33. The Agent is deemed to be discharged from all liability in respect of the Agreed Services, whether under the law of contract, tort or otherwise, at the expirations of two years from the date of the act or omission giving rise to the liability, and the Owners Corporation (and persons claiming through or under the Owners Corporations) shall not be entitled to commence any action or claim against the Agent in respect of the act or omission after that date.

#### **HEALTH & SAFETY**

34. The Owners Corporation acknowledges that it has sole management & control of the common property and that the Strata Managing Agent acts under the direction and control of the Owners Corporation. The Owners Corporation, for the purpose of work, health & safety laws is the person conducting a business or undertaking. In any contracts for repairs and maintenance, the Owners Corporation and the tradesperson/repairer are the contracting parties. The Owners Corporation are responsible for ensuring that appropriate safety & control measures are in place in relation to the following.
  - (a) Asbestos contamination or other hazardous materials
  - (b) Electrical circuitry
  - (c) Plant & Machinery
  - (d) Confined spaces
  - (e) Points of attachment
  - (f) Safety barricades & railings or other hazards.

#### **TRANSFER OF THE AGREEMENT**

35. The Strata Managing Agent may either transfer the Agreement or require the Owners Corporation to enter into a new agreement on the same terms as this Agreement with another party with the consent of the Owners Corporation such consent not to be unreasonably withheld where the Strata Managing Agent produces evidence that the transferee or other party is reputable, responsible, financially sound, holds the necessary qualifications and has demonstrated the capacity, ability and experience to undertake the obligations of the Strata Managing Agent.
36. If the Owners Corporation approves the transfer or the new agreement, the Owners Corporation must execute the transfer or the new agreement on production by the Strata Managing Agent.
37. The Owners Corporation must not require or receive a fee or any other consideration for approving the transfer or the new agreement other than reimbursement for its reasonable expenses of so doing, including legal expenses.



**GOODS AND SERVICES TAX (“GST”)**

- 38. The amounts to be paid by the Owners Corporation to the Strata Managing Agent under this Agreement are inclusive of GST.
- 39. Where any amount is paid for a taxable supply by one party to another party under this Agreement the recipient must pay the supplier an amount equal to the GST payable on the taxable supply at the same time as making payment for the taxable supply.

**DISCLOSURES**

- 40. V J Ray Pty Ltd discloses that Insurance Distributors NSW is part of the V J Ray group of companies. When insurances are placed on behalf of your scheme, all fees or charges are retained by Insurance Distributors NSW, not the agent. Insurance Distributors NSW Pty Ltd DOES NOT receive commissions for arranging insurance cover on behalf of your Owners Corporation, a fee for service model is applied.
- 41. V J Ray Pty Ltd discloses that V J Ray (Valuations) Pty Ltd is part of the V J Ray group of companies. When valuations are arranged on behalf of your scheme, all fees and charges are retained by V J Ray (Valuations) Pty Ltd

## SCHEDULE A - AGREED SERVICES

### Services which must be provided by the Strata Managing Agent.

#### Accounting

1. Establish and maintain the trust account of the Strata Scheme.
2. Issue levy notices.
3. Issue s81(4) (special) levy notices.
4. Pay invoices on behalf of the Owners Corporation.
5. Pay disbursements and expenses incurred in connection with the Strata Managing Agent's management of the Strata Scheme.
6. Pay accounts in relation to the Strata Scheme (e.g. accounts for water charges, council rates and maintenance).
7. Transfer of surplus monies to requirements to secure and linked investment accounts following instructions from strata committee or Owners Corporation.
8. Undertake the financial management of funds and books of account.
9. Provide statutory reconciled accounts including balance sheet, state of income and expenditure and contributions status to the Owners Corporation.
10. Arrange for preparation and lodgement of annual tax return to Australian Taxation Office.
11. Prepare administrative fund budget and arrange for a suitably qualified expert to prepare a capital works fund plan.
12. Manage the capital works fund and administrative fund.
13. Manage simple GST related activities (ensuring the administrative and capital works fund budgets incorporate GST as necessary).
14. Establish, maintain and administer DEFT levy payment system.

#### Insurance

1. Prepare and lodge routine insurance claims (max. time/claim 30 minutes). (excluding GIO and NRMA claims)
2. Arrange insurance cover for the Strata Scheme.
3. Obtain quotations for insurance renewal for the Strata Scheme and submit quotations to the strata committee. (excluding GIO and NRMA quotes)
4. Answer inquiries regarding insurance matters and claims (max. time/claim 30 minutes). (excluding GIO and NRMA claims)

#### Secretarial

1. Hold documents and maintain records relating to the Strata Scheme (for example, the strata roll, notices and minutes of meetings).
2. Maintain correspondence file.
3. Record and retain strata interest notices and tenancy notices.
4. Issue minutes of delegated performance.
5. Maintain common seal of the Owners Corporation.
6. Attend to routine written and oral communication.

#### Meetings

1. Attend and chair, as required, annual general meetings to be held during office hours commencing no later than 5.30pm Monday to Friday, or no later than 3.00pm Saturday and lasting no longer than one (1) hour per meeting, in the Strata Managing Agents office or onsite or at a suitable location agreed by the parties (for example, meeting room in nearby bowling club, golf club or services club) as the case and availability may determine.
2. Answer queries from owners regarding notices of meetings.
3. Answer queries from owners regarding minutes of meetings.

#### By-Laws

1. Answer queries from the strata committee about by-laws.

## SCHEDULE B – ADDITIONAL SERVICES

Services which must be provided by the Strata Managing Agent on request.  
(Fees apply where marked with an asterisk (\*) See Schedule F)

### Accounting

1. \*Arrange for additional or non-standard financial reports that need to be customised to specific requirements.
2. Compile three (3) monthly financial reports to be kept on file.
3. \*Undertake all steps necessary to recover any money owing in relation to levies including interest and the expenses of recovery.
4. \*Compile information for lodgement of Business Activity Statement ("BAS") with Australian Taxation Office.
5. Assist auditor in providing accounts and records for audit.
6. \*Establish, maintain and administer a loan, financing, leasing or other facility on behalf of the Owners Corporation.

### Insurance

1. Each year arrange a valuation of buildings that are required to be insured under the Act.
2. \*Prepare and lodge non-routine insurance claims taking longer than 30 minutes.
3. \*Claims administrations and any other activities involved in minimisation of loss, liaison with loss adjusters and other related matters.  
(Taking longer than 30 minutes)
4. \*Prepare, lodge and administer claims for GIO and NRMA policies
5. \* Liaise with GIO and NRMA via telephone

### Secretarial

1. Distribute reports and non-routine communications to lot owners and/or strata committee.

### Meetings

1. Prepare and distribute notices of annual general meeting and the strata committee meeting which follows.
2. \*Attendance at annual general meeting and strata committee meeting which follows exceeding one (1) hour per meeting.
3. Prepare and distribute minutes of annual general meeting.
4. Arrange venue for meetings if not in the Strata Managing Agents office or onsite with the costs of the venue to be borne by the Owners Corporation.
5. Prepare and distribute notices for extraordinary general meetings and strata committee meetings.
6. Attend extraordinary general meetings and strata committee meetings. (\*charge applies for more than 1 per year)
7. Prepare and distribute minutes of extraordinary general meetings and strata committee meetings.
8. \*Issue notices and minutes of meetings of general meeting to be held by pre-meeting electronic vote.
9. \*Convene & attend tenant representative meetings.

### By-Laws

1. \*Issuing and serving notices to comply with a by-law under section 146 of the Act.
2. \*Arranging for the review, registration and consolidation of standard by-laws
3. \*Arranging the drafting of complex or non-standard by-laws for the Strata Scheme by suitably qualified lawyers.
4. Provide copies of the by-laws, management statements and house rules to new owners new property managing agents, on each change and otherwise as requested.

### Repairs and Maintenance

1. Arrange for suitably qualified contractors to undertake routine minor repairs to and the maintenance of the common property or specified personal property of the Owners Corporation.
2. Engage appropriately qualified tradespersons or appoint a principal contractor to effect repair, maintenance, replacement or renewal of common property.
3. Pay contractors for work or services provided to the Owners Corporation in relation to the repair, maintenance, replacement or renewal of common property.
4. Obtain quotations for the repair, maintenance, replacement or renewal of any common property or specified personal property of the Owners Corporation.
5. Arrange building inspections and reports.
6. Liaise with tradespeople about work carried out on the Strata Scheme.
7. Liaise with strata committee to prepare scopes of work and execute agreements with contractors.
8. \*Check contractor's qualifications, licenses and necessary insurances.
9. \*Dealing with work, health and safety issues.

### Tribunal and Court Proceedings

1. \*Arrange for the preparation and lodgement of applications for mediation, adjudicator's orders and tribunal orders and ancillary attendances.
2. Instruct and liaise with solicitors, witnesses and experts in relation to matters in which the Owners Corporation is engaged.
3. \*Attend a court, tribunal, mediation or any other hearing relating to the Owners Corporation in a proceeding in which the Owners Corporation is engaged.
4. Distribution and recording of notices and orders, preparation of submissions and other related matters.

### Building Compliance

1. \*Engage a suitably qualified fire technician nominated by the Owners Corporation, to include statutory intervals of onsite attendance in accordance with the *Environmental Planning and Assessment Regulations 2000*, in order to monitor, check, test, maintain and/or replace any safety measure in accordance with the Australian Standards.
2. \*Engage a suitably qualified fire technician nominated by the Owners Corporation, to assist a Strata Scheme during a progressive upgrade and/or installation of fire safety measures onsite as a result of a Fire Order being placed on the building by a local council or other authority or as a result of a decision by the Owners Corporation to undertake works.
3. \*Manage building compliance related matters with the appropriate consent authorities (Councils) or Government departments, as required by the relevant legislation.
4. \*Manage fire related matters with the appropriate consent authorities (Councils) and the NSWFB as required by the relevant legislation.
5. \*Arrange for the issuance of Annual Fire Safety Statements and all related inspections.
6. \*Engage a suitably qualified consultant to complete a work health & safety report.
7. \*Engage a suitably qualified consultant to complete an asbestos inspection and report.
8. \*Engage a suitably qualified consultant to complete a window safety lock inspection and report.
9. \*Arrange and attend as necessary any building compliance site meeting.
10. Arrange, co-ordinate and follow-up as necessary any building compliance related correspondence.
11. \*Arrange for certification of essential services such as fire safety, lifts etc.
12. Arrange the renegotiation of lift maintenance contracts and any associated repairs on behalf of the Owners Corporation.

13. \*Assist in the management of building defects and Home Warranty Insurance claims.
14. Arrange all building condition surveys and scheduled maintenance programs.
15. Liaison concerning neighbouring developments.
16. Liaison concerning individual unit owner renovations.
17. Liaison over tenancy matters.
18. Management of major refurbishment projects (major concrete cancer, roof repairs or replacement, and water proofing matters for example).
19. Arrange for building structural reports from engineers.
20. Correspondence with engineers, council or Government officials and other suitably qualified professionals with respect to building defects, upgrade and/or modification.
21. Co-ordinate access for inspection of essential services, fire safety, lift and escalator certification, back flow prevention devices, pressure vessels, swimming pool and spa chemical balance, air conditioning cooling towers, thermostatic mixer valves and any other equipment inspections.

**\*Extra Services resulting from an On-site Residential Manager or Caretaker ceasing to perform services**

1. Arrange repairs and maintenance.
2. Authorising invoices.
3. Maintaining a key register.
4. Arranging security and concierge services.
5. Arranging building services.
6. Arranging access for contractors.
7. Arranging building certifications.
8. Managing a greater volume of inquiries from occupiers.

**Other Services**

1. \*Rectify any deficiencies in the books, records or accounts of the Owners Corporation at takeover of management.
2. Maintain key register and organise the supply and distribution of additional keys, remotes, tokens, access cards etc.
3. Attend the Strata Scheme or any other place on Owners Corporation business.
4. \*Maintain archive records storage.
5. \*Prepare and organise handover of strata records, monies, common seal, keys etc upon termination of arrangement.
6. Liaise with the caretaker, on-site manager, concierge or building manager in relation to any matter.
7. \*Any services which do not constitute agreed services under this agreement, but which the agent, acting reasonably, determines are necessary or appropriate in order to comply with changes in the law, including the Act. For the avoidance of doubt, this includes additional service and additional time spent performing agreed service as a result of such changes.

## **SCHEDULE C – OPTIONAL SERVICES**

**Services which may be provided by the Strata Managing Agent unless told not to.**

1. A service set out in **Schedule B** where an emergency arises.
2. Increase insurance cover in accordance with any relevant valuation.
3. \*Services which are provided to the Owners Corporation at the commencement of the Term by a caretaker, on-site manager, building manager or other contracted service provider and which cease to be provided to the Owners Corporation because the contract for service provision comes to an end or the service provider fails to provide the service.

## **SCHEDULE D – EXCLUDED SERVICES**

**Services which will not be provided by the Strata Managing Agent**

1. The following services in so far as they are not comprised in items set out in **Schedules A, B or C**.

## **SCHEDULE E – CONDITIONS AND LIMITATIONS**

1. The Strata Managing Agent is limited to incur expenditure without obtaining the Owners Corporation's approval to an amount of \$500.00 in relation to each of the services in **Schedule B**, Repairs and Maintenance, Items 1 and 2, except in the event of an emergency.

## SCHEDULE F – FEES AND CHARGES

### CHARGES

Item	Charge (inclusive of GST)	Unit Rates
Adjourned meeting charge	\$110.00	per meeting
Additional general meeting charge – Face-to-face	\$110.00	per hour (min 1 hour)
Additional general meeting charge – Electronic	\$55.00	per meeting
Attending property weekends/public holidays (subject to availability and for emergencies only)	\$220.00	per hour (min 1 hour)
Attending meetings outside office hours (commencing after 5.30PM weekdays)	\$110.00	per hour (min 1 hour)
Attending meetings outside office hours (commencing after 6.30PM weekdays)	\$220.00	per hour (min 1 hour)
Attending meetings outside office hours (weekends or public holidays) (subject to availability and for emergencies only)	\$220.00	per hour (min 1 hour)
Hourly rate for Principal/Licensee/Director	\$275.00	per hour
Hourly rate for Senior Strata Manager	\$275.00	per hour
Hourly rate for Strata Manager	\$110.00	per hour
Hourly rate for Compliance Manager	\$110.00	per hour
Hourly rate for accounting / administration staff	\$55.00	per hour
Inspecting records	\$0	per hour
Draft BAS for submission to Auditor for checking and then lodgement to ATO	\$49.00	per quarter
Processing stop payments, dishonoured cheques for levy payment	\$10.00	per transaction (charged to lot owner)
For making records available for inspection under section 108 of the Act	As Per Act	an additional \$15 for each half-hour or part of half-hour after the first hour of inspection
Producing section 184 certificate	As Per Act	per certificate
(a) if the request is an initial request or request made more than 3 months after a previous request by the same person in respect of the same lot	As Per Act	or \$52.00 per additional certificate for a further certificate for a lot comprising a garage, parking space or storeroom that services the lot the subject of the first certificate
(b) if the request is made not more than 3 months after a previous request by the same person in respect of the same lot	As Per Act	or \$45.00 per additional certificate for a further certificate for a lot comprising a garage, parking space or storeroom that services the lot the subject of the first certificate
Providing repeat copy of past minutes, notices, or financial reports.	At Cost	per copy (charged to requesting party)
Providing copy of By-laws or house rules (other than the required copies after amendments of by-laws)	\$20.00	per copy (charged to requesting party)
Providing insurance confirmation letter / Copy of Certificate of Currency	\$20.00	per letter / copy (charged to requesting party)
Providing title or other searches	\$50.00	per search (charged to requesting party)
Providing client payment history	\$20.00	per owner (charged to requesting party)
Providing instructions for recovery of outstanding levy	\$0	per notice (charged to lot owner)
Rectifying deficiency in records at takeover ( First hour nil then)	\$110.00	per hour
– straight forward issuing of work orders and arranging quotations.	\$0	Per hour or part thereof at the absolute discretion of the Strata Manager

<p>– all other work including:</p> <p>a) arranging quotations where specifications are required; preparation of specifications or tender documents;</p> <p>b) liaison with trades, consultants, owners and other parties involved; jobs involving multiple lot access or multiple trades,</p>	\$0	per hour or plus disbursements.
<p>building upgrades, refurbishments etc;</p> <p>– Overseeing, signing, arranging and executing contracts or works agreements which may be required by Legislation, such as the <i>Home Building Act 1989</i></p>	\$44.00	per contract/agreement.
<p>- Trades Certification and compliance checks (including any fees paid to external service providers by the Owners Corporation to check compliance, ie: Trades Monitor</p>	\$100.00	per annum
<p>Arranging consultant to carry out annual fire safety statement inspection &amp; report</p>	\$220.00	per annum
<p>Arranging consultant to carry out window safety devices compliance inspection and report</p>	\$220.00	per annum
<p>Arranging consultant to carry out asbestos inspection and report</p>	\$220.00	per annum
<p>Arranging consultant to carry out WH &amp; S inspection and report</p>	\$220.00	per annum
<p>Arranging other services which the Agent may be engaged to provide</p>	Hourly Rates	per hour (min 1 hour)
<p>Administering Building Defect claims or Home Warranty Insurance Claims</p>	Hourly Rates	per hour (min 1 hour)
<p>Arrange for Essential Service Certification</p> <p>- Lifts and Plant certification as required by Work Cover or other authority</p>	\$0	per hour or plus disbursements.
<p>Preparation of standard by-laws for submission to meeting, registration and consolidation with LPI (excludes registration costs)</p>	\$550	per dealing
<p>Processing applications for renovations to lots under sections 110 &amp; 111</p>	\$0	per application

## FEES

Item	Charge (inclusive of GST)	Unit/rate
Sending /receiving email traffic	85c	per Lot; per Month
ABN Registration	\$85.00	
Archive Box	At Cost	per box
All Photocopying	50c	per page
All Printing (including levies, reports, cheques, facsimiles, standard letters etc)	50c	per page
Telephone call - local	At Cost	per call
Telephone call - mobile	At Cost	per minute
Postage (incl standard sized envelope)	At Cost	plus cost of any extra stamps
Postage – jiffy bag	At Cost	plus postage at cost
Stage 1 debt recovery letter	\$5.00	per letter
Stage 2 debt recovery letter	\$10.00	per letter
Stage 3 debt recovery letter	\$20.00	per letter
Courier	At Cost	
New Minute Book	At Cost	per book or market cost
Ordering/Purchasing Common Seal	At Cost	per seal or market cost
Fire register creation/update	\$0	per scheme
Storage of all archived records electronically	\$5.50	per month
All other out of pocket expenses	At Cost	



## SCHEDULE G – SERVICE PROVIDERS

Name of service provider	Amount / percentage of rebate, discount or commission	Other information relating to the disclosure
CHU Insurance	Up to 20% of the building and contents premium	Specific amounts will be advised as per act
SUU Insurance	Up to 20% of the building and contents premium	Specific amounts will be advised as per act
SCI Insurance	Up to 20% of the building and contents premium	Specific amounts will be advised as per act
Expert Insurance	Up to 20% of the building and contents premium	Specific amounts will be advised as per act
Austbrokers	Up to 20% of the building and contents premium	Specific amounts will be advised as per act
Honan Insurance Brokers	Up to 20% of the building and contents premium	Specific amounts will be advised as per act
CRM Brokers	Up to 20% of the building and contents premium	Specific amounts will be advised as per act

Actual \$ amounts will be report to the Owners Corporation as part of the Strata Managers Report tabled at each annual general meeting of the Owners Corporation.

The percentages in the above table do not apply for insurances placed via Insurance Distributors NSW Pty Ltd. Neither V J Ray Pty Ltd nor Insurances Distributors NSW Pty Ltd receive commissions for insurances placed through Insurance Distributors NSW Pty Ltd.

# Capital Works Forecast Report

**28 MacDonald Street**  
**28 MacDonald Street, Lakemba, NSW 2195**  
**Scheme Number: 8687**



***COMPILED BY SIMON VINCENT***

**On 12 February 2019 for the  
15 Years Commencing: 1 October 2018  
QIA Job Reference Number: 137253**

Professional Indemnity Insurance Policy Number 96 0968886 PLP  
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## REPORT TABLE OF CONTENTS

INTRODUCTION.....	- 3 -
LOCATION.....	- 3 -
REPORT SUMMARY .....	- 3 -
METHODOLOGY .....	- 4 -
CAPITAL WORKS FINANCIAL SUMMARY .....	- 6 -
CAPITAL WORKS FORECAST MOVEMENT .....	- 7 -
SUMMARY OF ANNUAL FORECAST EXPENDITURE .....	- 8 -
ITEMISED EXPENDITURE BY YEAR .....	- 17 -
ITEMISED ACCRUALS BY YEAR.....	- 20 -
REPORT INFORMATION.....	- 23 -
AREAS NOT INSPECTED .....	- 23 -

## INTRODUCTION

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

## LOCATION

28 MacDonald Street, Lakemba, NSW 2195

## REPORT SUMMARY

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

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

The Capital Works Levy per entitlement already set is:	\$8.58
Number of Lot/Unit Entitlements:	1000
Opening Balance:	\$5,577.24
The proposed Capital Works Levy per entitlement is:	\$8.79

## METHODOLOGY

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

The report will generally categorise costs as follows:

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

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

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

Future replacement costs have been calculated by assessing the current replacement cost for each item to a standard the same or better than the original. These anticipated costs are increased each year at a rate of 3.0% per annum, this rate is reflective of building price indices which are historically higher than the general inflation rate. A contingency of 10.0% per annum has been applied to anticipated costs and it is applied to each individual cost in the year the cost (e.g. painting) is expected to occur (e.g. 2035), the contingency rate is not an annual compounding cost.

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

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

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

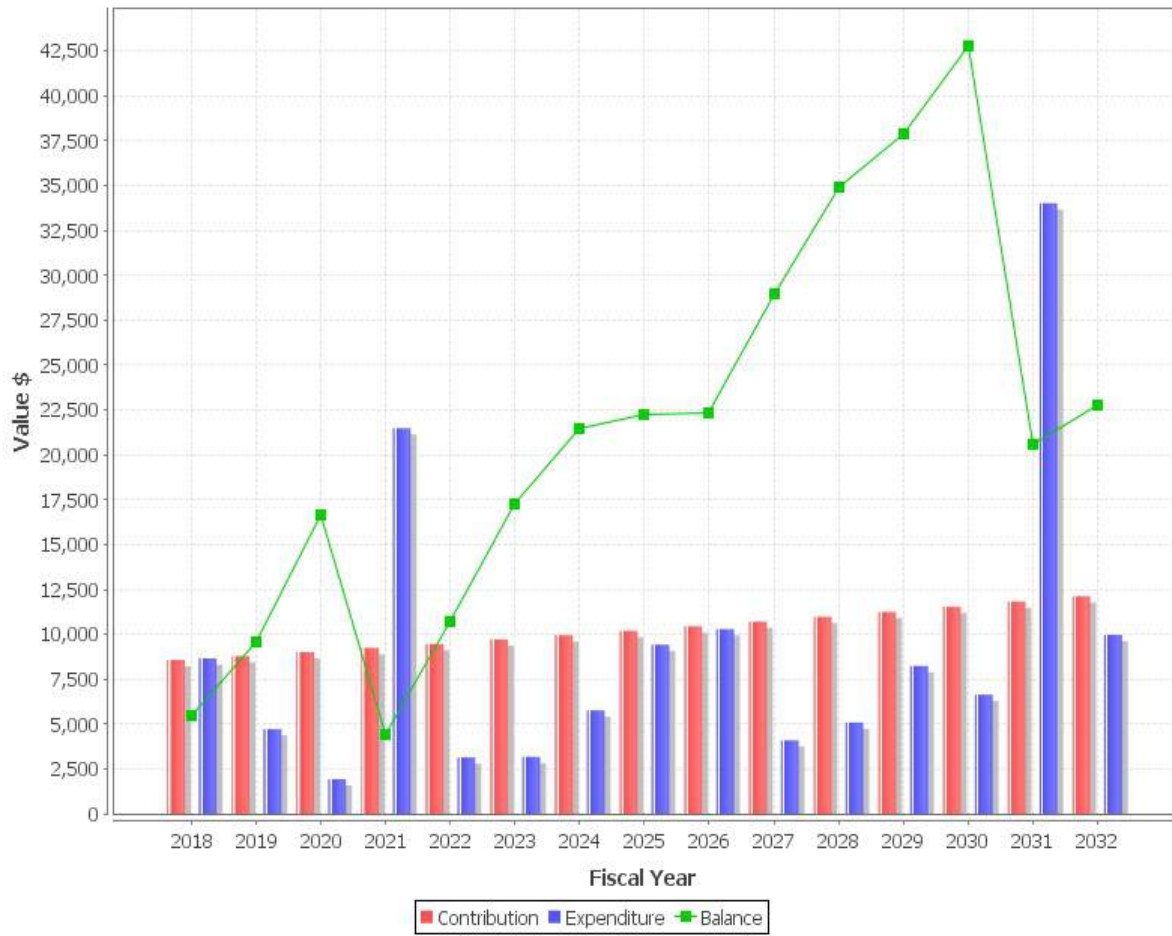
No allowance has been made for buildings Registered for Goods and Services Tax (GST) and GST will need to be applied to the levies proposed in this report.

This report assumes that all plant and equipment will be maintained under comprehensive maintenance agreements. Expenditure incurred for maintenance agreements is taken to be covered within the Administrative Fund Budget.

### CAPITAL WORKS FINANCIAL SUMMARY

Year		Opening Balance	Income		Expenses	Closing Balance
Report Year	Fiscal From	Beginning of Year	Contribution Total P.A.	Contribution per Entitlement	Est Expenditure (Inc GST)	Closing Balance (End of Year)
1	01/10/2018	\$5,577	\$8,577	\$8.58	\$8,657	\$5,497
2	01/10/2019	\$5,497	\$8,792	\$8.79	\$4,719	\$9,570
3	01/10/2020	\$9,570	\$9,011	\$9.01	\$1,936	\$16,645
4	01/10/2021	\$16,645	\$9,237	\$9.24	\$21,482	\$4,400
5	01/10/2022	\$4,400	\$9,468	\$9.47	\$3,141	\$10,727
6	01/10/2023	\$10,727	\$9,704	\$9.70	\$3,180	\$17,252
7	01/10/2024	\$17,252	\$9,947	\$9.95	\$5,765	\$21,434
8	01/10/2025	\$21,434	\$10,196	\$10.20	\$9,425	\$22,205
9	01/10/2026	\$22,205	\$10,451	\$10.45	\$10,289	\$22,367
10	01/10/2027	\$22,367	\$10,712	\$10.71	\$4,099	\$28,980
11	01/10/2028	\$28,980	\$10,980	\$10.98	\$5,087	\$34,872
12	01/10/2029	\$34,872	\$11,254	\$11.25	\$8,242	\$37,884
13	01/10/2030	\$37,884	\$11,535	\$11.54	\$6,641	\$42,779
14	01/10/2031	\$42,779	\$11,824	\$11.82	\$34,015	\$20,588
15	01/10/2032	\$20,588	\$12,119	\$12.12	\$9,970	\$22,737

### CAPITAL WORKS FORECAST MOVEMENT





## SUMMARY OF ANNUAL FORECAST EXPENDITURE

<b>October 2018</b>	Expense Inc GST
<b>SUPERSTRUCTURE</b>	
- Repaint fascia	\$1,700
- Provision to replace balustrade fixings	\$306
- Repaint balcony floors	\$1,586
- Capital Replacement - General	\$500
<b>DRIVEWAY</b>	
- Repaint garage doors	\$1,020
- Repaint line marking	\$340
<b>TOILET</b>	
- Repaint walls	\$340
- Repaint door faces	\$204
- Replace external door/frame	\$397
<b>STAIRWELL</b>	
- Replace carpet/floor covering	\$2,266
<u>Total Forecast Expenditure for year - October 2018 (Inc GST):</u>	<u>\$8,657</u>
Includes GST amount of :	\$787
<b>October 2019</b>	Expense Inc GST
<b>SUPERSTRUCTURE</b>	
- Capital Replacement - General	\$515
<b>DRIVEWAY</b>	
- Maintain driveway 5% of total	\$3,370
<b>EXTERNAL WORKS</b>	
- Ongoing partial maintenance of pathways 10% of total	\$578

**FIRE PROTECTION SYSTEMS**

- Provision to replace portable fire extinguishers	\$257
<u>Total Forecast Expenditure for year - October 2019 (Inc GST):</u>	<u>\$4,719</u>
Includes GST amount of :	\$429

<b>October 2020</b>	Expense Inc GST
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**SUPERSTRUCTURE**

- Provision to replace balustrade fixings	\$325
- Capital Replacement - General	\$530

**FURNITURE & FITTINGS**

- Maintain bathroom waterproofing	\$1,082
<u>Total Forecast Expenditure for year - October 2020 (Inc GST):</u>	<u>\$1,936</u>
Includes GST amount of :	\$176

<b>October 2021</b>	Expense Inc GST
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**SUPERSTRUCTURE**

- Repaint building	\$3,467
- Repaint balcony ceilings	\$1,981
- Repaint soffits	\$2,600
- Scaffold/access equip allowance	\$2,724
- Repaint door faces	\$446
- Repaint balustrade	\$2,476
- Repaint timber balcony doors	\$891
- Capital Replacement - General	\$546

**FURNITURE & FITTINGS**

- Ongoing partial replacement of exterior lighting	\$359
- Provision to replace door closers	\$173

**STAIRWELL**

- Repaint walls	\$2,971
- Repaint ceiling	\$1,486
- Repaint rails	\$371
- Repaint door face	\$990
<u>Total Forecast Expenditure for year - October 2021 (Inc GST):</u>	<u>\$21,482</u>
Includes GST amount of :	\$1,953

**October 2022**Expense  
Inc GST**SUPERSTRUCTURE**

- Replace window fixtures and fittings 5% of total	\$321
- Provision to replace balustrade fixings	\$344
- Capital Replacement - General	\$562

**LANDSCAPING**

- Provision to remove/trim trees	\$1,275
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**TOILET**

- Replace toilet	\$446
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**FIRE PROTECTION SYSTEMS**

- Install/replace exit signage/emergency lighting	\$191
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Total Forecast Expenditure for year - October 2022 (Inc GST): \$3,141

Includes GST amount of : \$286

**October 2023**Expense  
Inc GST**SUPERSTRUCTURE**

- Capital Replacement - General	\$579
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**EXTERNAL WORKS**

- Maintain common pipework	\$1,419
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**FURNITURE & FITTINGS**

- Maintain bathroom waterproofing	\$1,182
<u>Total Forecast Expenditure for year - October 2023 (Inc GST):</u>	<u>\$3,180</u>
Includes GST amount of :	\$289

**October 2024**Expense  
Inc GST**SUPERSTRUCTURE**

- Provision to replace balustrade fixings	\$365
- Repaint balcony floors	\$1,894
- Capital Replacement - General	\$597

**DRIVEWAY**

- Provision to replace individual garage doors in 10 years 50% of total	\$2,232
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**FURNITURE & FITTINGS**

- Provision to replace door hardware	\$379
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**FIRE PROTECTION SYSTEMS**

- Provision to replace portable fire extinguishers	\$298
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<u>Total Forecast Expenditure for year - October 2024 (Inc GST):</u>	<u>\$5,765</u>
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Includes GST amount of :	\$524
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**October 2025**Expense  
Inc GST**SUPERSTRUCTURE**

- Capital Replacement - General	\$615
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**DRIVEWAY**

- Maintain driveway 5% of total	\$4,024
- Repaint line marking	\$418

**EXTERNAL WORKS**

- Ongoing partial maintenance of pathways 10% of total	\$690
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**FURNITURE & FITTINGS**

- Provision to replace mail boxes	\$1,003
- Ongoing partial replacement of exterior lighting	\$404
- Provision to replace door hardware	\$390

**ROOF**

- Maintain roof ridge capping/tiles	\$1,881
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Total Forecast Expenditure for year - October 2025 (Inc GST): \$9,425

Includes GST amount of : \$857

**October 2026**

Expense  
Inc GST

**SUPERSTRUCTURE**

- Replace external door/frame	\$2,067
- Provision to replace balustrade fixings	\$388
- Capital Replacement - General	\$633

**FURNITURE & FITTINGS**

- Maintain bathroom waterproofing	\$1,292
- Provision to upgrade intercom systems & associated equipment	\$5,023
- Provision to replace door hardware	\$402

**ROOF**

- Provision to replace down pipes in 18 years 25% of total	\$484
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Total Forecast Expenditure for year - October 2026 (Inc GST): \$10,289

Includes GST amount of : \$935

**October 2027**

Expense  
Inc GST

**SUPERSTRUCTURE**

- Replace window fixtures and fittings 5% of total	\$373
- Capital Replacement - General	\$652

**DRIVEWAY**

- Provision to replace individual garage doors in 10 years 50% of total	\$2,439
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**FURNITURE & FITTINGS**

- Provision to replace door hardware	\$414
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**FIRE PROTECTION SYSTEMS**

- Install/replace exit signage/emergency lighting	\$222
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<u>Total Forecast Expenditure for year - October 2027 (Inc GST):</u>	<u>\$4,099</u>
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Includes GST amount of :	\$373
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<b>October 2028</b>	Expense Inc GST
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**SUPERSTRUCTURE**

- Repaint fascia	\$2,284
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- Provision to replace balustrade fixings	\$411
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- Capital Replacement - General	\$671
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**FURNITURE & FITTINGS**

- Replace clothes lines	\$990
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**TOILET**

- Repaint walls	\$457
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- Repaint door faces	\$274
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<u>Total Forecast Expenditure for year - October 2028 (Inc GST):</u>	<u>\$5,087</u>
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Includes GST amount of :	\$462
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<b>October 2029</b>	Expense Inc GST
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**SUPERSTRUCTURE**

- Capital Replacement - General	\$692
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**EXTERNAL WORKS**

- Maintain common pipework	\$1,694
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**FENCING**

- Provision to replace timber fencing in 20 years 33% of total	\$1,501
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**FURNITURE & FITTINGS**

- Maintain bathroom waterproofing	\$1,412
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- Ongoing partial replacement of exterior lighting	\$455
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**FIRE PROTECTION SYSTEMS**

- Provision to replace portable fire extinguishers	\$345
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**ROOF**

- Provision to replace guttering in 18 years 33% of total	\$1,615
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- Provision to replace down pipes in 18 years 25% of total	\$529
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<u>Total Forecast Expenditure for year - October 2029 (Inc GST):</u>	<u>\$8,242</u>
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Includes GST amount of :	\$749
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**October 2030**

Expense
Inc GST

**SUPERSTRUCTURE**

- Provision to replace balustrade fixings	\$436
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- Repaint balcony floors	\$2,262
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- Capital Replacement - General	\$712
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**STAIRWELL**

- Replace carpet/floor covering	\$3,231
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<u>Total Forecast Expenditure for year - October 2030 (Inc GST):</u>	<u>\$6,641</u>
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Includes GST amount of :	\$604
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**October 2031**

Expense
Inc GST

**SUPERSTRUCTURE**

- Repaint building	\$4,659
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- Repaint balcony ceilings	\$2,662
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- Repaint soffits	\$3,494
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- Scaffold/access equip allowance	\$3,660
- Repaint door faces	\$599
- Repaint balustrade	\$3,328
- Repaint timber balcony doors	\$1,198
- Capital Replacement - General	\$734

**DRIVEWAY**

- Maintain driveway 5% of total	\$4,804
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**EXTERNAL WORKS**

- Ongoing partial maintenance of pathways 10% of total	\$824
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**FURNITURE & FITTINGS**

- Provision to replace door closers	\$233
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**STAIRWELL**

- Repaint walls	\$3,993
- Repaint ceiling	\$1,997
- Repaint rails	\$499
- Repaint door face	\$1,331

Total Forecast Expenditure for year - October 2031 (Inc GST): \$34,015

Includes GST amount of : \$3,092

<b>October 2032</b>	Expense Inc GST
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**SUPERSTRUCTURE**

- Replace window fixtures and fittings 5% of total	\$432
- Provision to replace balustrade fixings	\$463
- Capital Replacement - General	\$756

**DRIVEWAY**

- Repaint line marking	\$514
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**FENCING**

- Provision to replace colorbond fencing in 30 years 25% of total \$1,949

**FURNITURE & FITTINGS**

- Maintain bathroom waterproofing \$1,542

**LANDSCAPING**

- Provision to remove/trim trees \$1,714

**FIRE PROTECTION SYSTEMS**

- Install/replace exit signage/emergency lighting \$257

**ROOF**

- Provision to replace guttering in 18 years 33% of total \$1,764

- Provision to replace down pipes in 18 years 25% of total \$578

Total Forecast Expenditure for year - October 2032 (Inc GST): \$9,970

Includes GST amount of : \$906

## ITEMISED EXPENDITURE BY YEAR

Item	Current Cost	Year 1st Applied	Remain Life/ Next Interval	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032
<b>SUPERSTRUCTURE</b>																		
- Repaint building	\$2,800	2021	10				3467										4659	
- Repaint balcony ceilings	\$1,600	2021	10				1981										2662	
- Repaint fascia	\$1,500	2018	10	1700										2284				
- Replace window fixtures and fittings 5% of total	\$252	2022	5					321					373					432
- Repaint soffits	\$2,100	2021	10				2600										3494	
- Scaffold/access equip allowance	\$2,200	2021	10				2724										3660	
- Repaint door faces	\$360	2021	10				446										599	
- Replace external door/frame	\$1,440	2026	15									2067						
- Provision to replace balustrade fixings	\$270	2018	2	306		325		344		365		388		411		436		463
- Repaint balustrade	\$2,000	2021	10				2476										3328	
- Repaint timber balcony doors	\$720	2021	10				891										1198	
- Repaint balcony floors	\$1,400	2018	6	1586						1894						2262		
- Capital Replacement - General	\$441	2018	0	500	515	530	546	562	579	597	615	633	652	671	692	712	734	756
<b>DRIVEWAY</b>																		
- Repaint garage doors	\$900	2018	0	1020														
- Maintain driveway 5% of total	\$2,888	2019	6		3370						4024						4804	
- Provision to replace individual garage doors in 10 years 50% of total	\$1,650	2024	3							2232			2439					
- Repaint line marking	\$300	2018	7	340							418							514
<b>EXTERNAL WORKS</b>																		
- Maintain common pipework	\$1,080	2023	6						1419						1694			
- Ongoing partial maintenance of pathways 10% of total	\$495	2019	6		578						690						824	
<b>FENCING</b>																		
- Provision to replace colorbond fencing in 30 years 25% of total	\$1,138	2032	5															1949

Item	Current Cost	Year 1st Applied	Remain Life/ Next Interval	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032
- Provision to replace timber fencing in 20 years 33% of total	\$957	2029	4												1501			
<b>FURNITURE &amp; FITTINGS</b>																		
- Replace clothes lines	\$650	2028	25											990				
- Provision to replace mail boxes	\$720	2025	20								1003							
- Maintain bathroom waterproofing	\$900	2020	3			1082			1182			1292			1412			1542
- Ongoing partial replacement of exterior lighting	\$290	2021	4				359				404				455			
- Provision to upgrade intercom systems & associated equipment	\$3,500	2026	13									5023						
- Provision to replace door closers	\$140	2021	10				173											233
- Provision to replace door hardware	\$280	2024	13							379	390	402	414					
<b>LANDSCAPING</b>																		
- Provision to remove/trim trees	\$1,000	2022	10					1275										1714
<b>TOILET</b>																		
- Repaint walls	\$300	2018	10	340										457				
- Replace toilet	\$350	2022	12					446										
- Repaint door faces	\$180	2018	10	204										274				
- Replace external door/frame	\$350	2018	15	397														
<b>FIRE PROTECTION SYSTEMS</b>																		
- Provision to replace portable fire extinguishers	\$220	2019	5		257					298					345			
- Install/replace exit signage/emergency lighting	\$150	2022	5					191					222					257
<b>ROOF</b>																		
- Maintain roof ridge capping/tiles	\$1,350	2025	17								1881							
- Provision to replace guttering in 18 years 33% of total	\$1,030	2029	3												1615			1764
- Provision to replace down pipes in 18 years 25% of total	\$338	2026	3									484			529			578

Item	Current Cost	Year 1st Applied	Remain Life/ Next Interval	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032
<b>STAIRWELL</b>																		
- Repaint walls	\$2,400	2021	10				2971										3993	
- Repaint ceiling	\$1,200	2021	10				1486										1997	
- Repaint rails	\$300	2021	10				371										499	
- Replace carpet/floor covering	\$2,000	2018	12	2266												3231		
- Repaint door face	\$800	2021	10				990										1331	
<b>Total</b>				8657	4719	1936	21482	3141	3180	5765	9425	10289	4099	5087	8242	6641	34015	9970
<b>Includes GST amount of</b>				787	429	176	1953	286	289	524	857	935	373	462	749	604	3092	906

**ITEMISED ACCRUALS BY YEAR**

Item	Current Cost	Year 1st applied	Remain Life/ Next Interval	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032
<b>SUPERSTRUCTURE</b>																		
- Repaint building	\$2,800	2021	10	829	1682	2561	3467	406	825	1256	1700	2158	2629	3114	3614	4129	4659	841
- Repaint balcony ceilings	\$1,600	2021	10	474	961	1464	1981	232	471	718	971	1233	1502	1779	2065	2359	2662	480
- Repaint fascia	\$1,500	2018	10	1700	199	404	616	834	1058	1289	1527	1772	2024	2284	287	583	887	1201
- Replace window fixtures and fittings 5% of total	\$252	2022	5	60	123	187	253	321	70	143	217	294	373	81	165	252	340	432
- Repaint soffits	\$2,100	2021	10	621	1262	1921	2600	305	619	942	1275	1618	1971	2335	2710	3096	3494	630
- Scaffold/access equip allowance	\$2,200	2021	10	651	1322	2013	2724	319	648	987	1336	1695	2065	2446	2839	3243	3660	660
- Repaint door faces	\$360	2021	10	107	216	330	446	52	106	162	219	277	338	400	465	531	599	108
- Replace external door/frame	\$1,440	2026	15	203	413	629	851	1080	1316	1559	1809	2067	219	444	676	915	1161	1415
- Provision to replace balustrade fixings	\$270	2018	2	306	160	325	169	344	180	365	191	388	202	411	215	436	228	463
- Repaint balustrade	\$2,000	2021	10	592	1201	1829	2476	290	589	897	1215	1541	1878	2224	2581	2949	3328	600
- Repaint timber balcony doors	\$720	2021	10	213	432	658	891	105	212	323	437	555	676	801	929	1062	1198	216
- Repaint balcony floors	\$1,400	2018	6	1586	293	594	905	1225	1555	1894	350	710	1081	1463	1857	2262		
- Capital Replacement - General	\$441	2018	0	500	515	530	546	562	579	597	615	633	652	671	692	712	734	756
<b>DRIVEWAY</b>																		
- Repaint garage doors	\$900	2018	0	1020														
- Maintain driveway 5% of total	\$2,888	2019	6	1660	3370	622	1263	1923	2603	3303	4024	743	1508	2296	3107	3943	4804	867
- Provision to replace individual garage doors in 10 years 50% of total	\$1,650	2024	3	291	591	900	1219	1546	1884	2232	789	1602	2439					
- Repaint line marking	\$300	2018	7	340	55	111	169	228	290	353	418	67	136	207	281	356	434	514
<b>EXTERNAL WORKS</b>																		
- Maintain common pipework	\$1,080	2023	6	219	445	678	918	1165	1419	262	532	809	1096	1390	1694	309	627	954
- Ongoing partial maintenance of pathways 10% of total	\$495	2019	6	285	578	107	217	330	446	566	690	127	259	394	533	676	824	149
<b>FENCING</b>																		
- Provision to replace colorbond fencing in 30 years 25% of total	\$1,138	2032	5	105	213	324	438	556	678	803	932	1065	1201	1342	1487	1637	1790	1949

Item	Current Cost	Year 1st applied	Remain Life/ Next Interval	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032
- Provision to replace timber fencing in 20 years 33% of total	\$957	2029	4	106	215	327	442	562	684	810	940	1074	1212	1355	1501	402	816	1242
<b>FURNITURE &amp; FITTINGS</b>																		
- Replace clothes lines	\$650	2028	25	77	157	239	323	410	500	592	687	785	886	990	124	252	384	520
- Provision to replace mail boxes	\$720	2025	20	113	229	349	472	599	730	864	1003	99	200	305	413	524	638	756
- Maintain bathroom waterproofing	\$900	2020	3	350	711	1082	382	776	1182	418	849	1292	457	927	1412	499	1013	1542
- Ongoing partial replacement of exterior lighting	\$290	2021	4	86	174	265	359	97	196	298	404	109	221	336	455	122	248	377
- Provision to upgrade intercom systems & associated equipment	\$3,500	2026	13	494	1004	1528	2069	2625	3198	3789	4397	5023	532	1079	1643	2224	2822	3438
- Provision to replace door closers	\$140	2021	10	41	84	128	173	20	41	63	85	108	131	156	181	206	233	42
- Provision to replace door hardware	\$280	2024	13	138	281	427	578	734	894	379	390	402	414	47	96	147	199	252
<b>LANDSCAPING</b>																		
- Provision to remove/trim trees	\$1,000	2022	10	240	488	742	1005	1275	150	304	462	626	794	967	1146	1330	1519	1714
<b>TOILET</b>																		
- Repaint walls	\$300	2018	10	340	40	81	123	167	212	258	305	354	405	457	57	116	177	240
- Replace toilet	\$350	2022	12	84	171	260	351	446	44	90	138	186	236	288	341	396	452	510
- Repaint door faces	\$180	2018	10	204	24	49	74	100	127	155	183	213	243	274	34	70	106	144
- Replace external door/frame	\$350	2018	15	397	33	67	102	139	176	214	254	295	337	380	424	470	517	566
<b>FIRE PROTECTION SYSTEMS</b>																		
- Provision to replace portable fire extinguishers	\$220	2019	5	127	257	56	114	173	235	298	65	132	201	272	345	75	152	231
- Install/replace exit signage/emergency lighting	\$150	2022	5	36	73	111	151	191	42	85	129	175	222	48	98	150	203	257
<b>ROOF</b>																		
- Maintain roof ridge capping/tiles	\$1,350	2025	17	212	429	654	885	1123	1368	1621	1881	185	376	572	774	982	1197	1418
- Provision to replace guttering in 18 years 33% of total	\$1,030	2029	3	114	231	352	476	604	736	872	1012	1156	1305	1457	1615	571	1159	1764
- Provision to replace down pipes in 18 years 25% of total	\$338	2026	3	48	97	147	199	253	308	365	424	484	171	347	529	187	380	578

Item	Current Cost	Year 1st applied	Remain Life/ Next Interval	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032
<b>STAIRWELL</b>																		
- Repaint walls	\$2,400	2021	10	710	1442	2195	<b>2971</b>	348	707	1077	1457	1849	2253	2669	3097	3539	<b>3993</b>	720
- Repaint ceiling	\$1,200	2021	10	355	721	1098	<b>1486</b>	174	354	538	729	925	1127	1335	1549	1770	<b>1997</b>	360
- Repaint rails	\$300	2021	10	89	180	274	<b>371</b>	44	88	135	182	231	282	334	387	442	<b>499</b>	90
- Replace carpet/floor covering	\$2,000	2018	12	<b>2266</b>	228	462	704	952	1209	1473	1744	2024	2313	2610	2916	<b>3231</b>		
- Repaint door face	\$800	2021	10	237	480	731	<b>990</b>	116	236	359	486	616	751	890	1032	1180	<b>1331</b>	240
<b>TOTAL ACCRUALS</b>				<b>9967</b>	<b>17060</b>	<b>25874</b>	<b>15468</b>	<b>20612</b>	<b>25785</b>	<b>27943</b>	<b>28028</b>	<b>27408</b>	<b>33218</b>	<b>37090</b>	<b>38123</b>	<b>41694</b>	<b>17449</b>	<b>19267</b>

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

## REPORT INFORMATION

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

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

The estimated life of each item is determined at the time of the site inspection from a visual inspection, the age of the building (where this information is provided) and any other relevant information provided by the Owners at the time of inspection. The life cycles of each of the items will vary depending upon where the building is located, for example buildings near a salt environment tend to have a lesser life cycle and a higher maintenance requirement.

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

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

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

## AREAS NOT INSPECTED

- Part or parts of the common property building interior that were not readily accessible
- Part or parts of the building exterior were not readily accessible
- Part or parts of the roof exterior that were not readily visible from ground or floor level or obstructed at the time of inspection because of exceeding height, vegetation or neighbouring buildings.
- Part or parts of the retaining walls, fencing were not readily accessible or inaccessible or obstructed at the time of inspection because of on alignment, vegetation.





