

Strata Inspection Report

Prepared for:	Mr/Mrs Holters
Matter of:	Holters (Sale)
C/-	Sanders Property Agents Jannali andrew.mills@sanders.com.au
File Reference:	Andrew Mills
Address:	8/17 Binya Place Como
Lot No:	8
Strata Plan No:	45812
Date of Inspection:	15 Jan 2020

Preface

Your attention is drawn to the information in the 'Significant Building Issues' section of this report.

The Strata Committee appear active, meeting on a regular basis, to manage the affairs of the Owners Corporation. It appears that further documentation is retained by the Strata Committee.

Jamesons Strata Management provides electronic and hardcopy records for inspection. On most occasions it is evident that not all records are presented. Jamesons provide a form for Strata Searchers to be completed requesting further information - which has to be specifically nominated.

It is not possible to warrant that all information has been presented for inspection.

Should you require clarification on the information contained in this report, please contact our office on (02) 9527 3019.

Building

Original Construction Defects

No matters for concern were noted.

Home Owners Warranty Insurance

Home Owners Warranty Insurance was not sighted.

Occupation Certificate

An Occupation Certificate was not sighted.

This section of your report summarises building defect claims lodged against the original Builder / Developer or Home Building Compensation / Home Owners Warranty Funds.

Major defects are defined as defective works that are a major element of the building AND prevent all or part of the building from being lived in or used for its intended purpose OR threaten the collapse or destruction of the building or part of it. These are covered by a 6 year warranty. General defects that don't meet the 'major defect test' are covered by the standard 2 year warranty.

Annual Fire Safety Statements

A current Annual Fire Safety Statement was not sighted. *We note the resolution at the 2019 Annual General Meeting that a fire safety statement should be lodged 'if applicable'. We note no expenditure for Fire Safety inspections. It is recommended that enquiry be made of Council to determine if any Outstanding Orders are in place.*

Fire Safety Orders

There is no evidence that the Owners Corporation has been issued with a Fire Safety / Upgrade Order.

Councils determine which buildings are required to be inspected annually. Any non-compliances must be rectified prior to the issuing of an Annual Fire Safety Statement.

A Fire Order can be issued by Council requiring upgrade of fire safety equipment to ensure compliance with current standards. It is recommended that enquiries are made with Council to determine any Outstanding Orders that may be in effect on the scheme.

Termite Inspections

20 Jul 2019 Visual Termite Inspection carried out by Kevin Joyce Pest Management, indicating that:

- No live termites were found.
- There was no evidence of termite damage.

We note access was not gained to all areas. Copy attached.

Significant Building Issues

Driveway Rectification

Current Status:

This matter is current and ongoing.

26 Nov 2019 Expenditure:

- Deposit to Serene Lifestyle Property - Driveway Rockwalls Remedial Works - \$2,861.76

25 Sep 2019 Annual General Meeting

- Driveway rectification works were further discussed. Suggestions have been made to change the current driveway wall with hedging system instead. V Holters to obtain quotes to provide the substitute option for the committee to review. P Douglas to contact Darren in relation to when the current works will be starting in the interim.

29 Aug 2019 Strata Committee Meeting

- Council's written advice that consent is not required was noted. Copy to be forwarded to Jamesons and placed on file (not sighted). Works expected to commence in October.

1 Mar 2018 Serene Lifestyle Properties quotation for rectification of failed sections / deteriorate stone of \$23,650 + GST for works and estimate of \$8,000 - \$10,000 for design / certification for further works if required. *Copy attached.*

Retaining Wall - Lot 12

Current Status:

This matter appears to have been finalised.

- 21 Nov 2017 Invoices of \$23,010.85 plus \$2,556.76 from Jessop Constructions. *The Owners Corporation agreed to share 50/50 in the cost of works with Lot 12 owners and we note expenditure of \$12,783.81 in this regard.*
- 29 Jun 2017 Extraordinary General Meeting
- Resolved to accept the attached quotation from Jessop Constructions for removal of existing retaining wall and brush wood fencing to Lot 12 and rebuilding of a new retaining wall as per the Engineer's Specification and installation of a new Colorbond fence in the amount of \$25,567.61.

Retaining Wall - Common Property

Current Status:

This matter appears to have been finalised.

- 20 Jul 2017 Correspondence from the Broker:
- Insurer has now issued the settlement to the insured, via EFT in the amount of \$22,828.80 (net. Excess). *Corresponding income is noted.*
 - The settlement is per the Abril Building Solutions quote of \$18,510.80 for landscaping and Advanced Building's repair quote for wall repair of \$4,818.
 - Our claim has now been closed.
- 1 Feb 2017 Advanced Buildings quotation of \$18,744 for alternate landscaping works.
- Jan 2016 Retaining wall on common property suffered storm damage.

Retaining Wall - Lot 6

Current Status:

This matter appears to have been finalised.

- 24 Sep 2016 Annual General Meeting
- Lot 6 to be requested to undertake repairs to the retaining wall in courtyard as it is causing issues with neighbouring lots. *We noted a 2006 report from BSE Engineering stating that the wall was unsafe, however the report was incomplete.*

<p><i>This section of your report details significant or major repair, refurbishment or upgrade works other than original construction defects or warranty issues.</i></p>
--

Financial Information

Current Budget

Administrative Fund Budget:	\$50,000.00
Capital Works Fund Budget:	\$25,020.00
Financial Year Commencing:	1 Oct 2019

The current budget appears to exceed the recommended budget contained within the Capital Works Fund Analysis.

The Owners Corporation must determine a budget for the Administrative Fund and Capital Works Fund to raise enough money to carry out its duties. These budgets must be set at each Annual General Meeting and must be approved by a majority vote. Lot owners are then levied in proportion to the unit entitlement of each lot.

Past Budgets

Financial Year	Administrative Fund Budget	Capital Works Fund Budget
2018/19	\$50,000.00	\$18,200.00
2017/18	\$50,000.00	\$17,000.00
2016/17	\$48,500.00	\$17,000.00
2015/16	\$42,294.00	\$16,210.00
2014/15	\$39,900.00	\$16,210.00
2013/14	\$40,000.00	\$16,250.00
2012/13	\$32,000.00	\$13,000.00

Levies

	Amount	Frequency	Paid To
Administrative Fund	\$587.50	Qtrly	31 Mar 2020
Capital Works Fund	\$294.00	Qtrly	31 Mar 2020

Levies are due on the first day of January, April, July and October of each year. Interest of 10% is payable on overdue levies.

A levy credit of \$22.11 to the Administrative Fund and \$11.06 to the Capital Works Fund exists for the quarter commencing 1 Apr 2020.

Levies appear to have been determined in accordance with the budget and unit entitlements listed on the Strata Plan.

A copy of the Owner Ledger is attached.

To determine levies, the budget is divided by the aggregate unit entitlement, then multiplied by the lot's allocated number of entitlements.

Bank Accounts

Fund	Balance Date	Balance
Administrative Fund	14 Jan 2020	\$26,674.43
Capital Works Fund	14 Jan 2020	\$45,052.14

A copy of the balance sheet is attached.

The figures above represent actual cash held rather than assets as cash assets may include levies either not yet collected or in arrears. Your attention is drawn to the Balance Sheet or Statement of Financial Position attached.

Special Levies

Date	Amount	Purpose	Payable
Nil Recorded			

The amounts listed above are the total amount of the levy struck at a General Meeting to meet unbudgeted expenses. The amount is then divided amongst lot owners in proportion to the unit entitlement of each lot.

Expenditure

Financial reports detailing expenditure for the following financial years are attached:

2019/20 Part Year Only*
 2018/19 Detailed report not provided
 2017/18 Detailed report not provided
 2016/17
 2015/16

*The **Administrative Fund** is for day-to-day recurrent expenses. The amount in the Administrative Fund must be enough for the Owners Corporation to pay its expenses for items such as insurance premiums, common property maintenance (cleaning / grounds maintenance) and services (water / electricity)*

*The **Capital Works Fund** is to cover present and future capital expenses. The amount in the Capital Works Fund must be enough for the Owners Corporation to pay its expenses for items such as:*

*Painting of common property.
 Replacing, repairing, renewing or upgrading the common property.
 Any debts, other than amounts covered by the Administrative Fund.
 Other capital expenses.*

Capital Works Analysis

Prepared By: BIV Reports Pty Ltd
 Dated: May 2019
 Excerpt Attached: Yes

An Owners Corporation is required to prepare a plan of anticipated major expenditure to be met from the Capital Works Fund over the 10 year period commencing from the first Annual General Meeting of the Owners Corporation. The initial plan is to be finalised by the end of the second Annual General Meeting. The plan is to be reviewed and (if necessary) adjusted no later than at the fifth Annual General Meeting of the Owners Corporation.

Owners Corporation Meetings

The Strata Committee appear active in the management of the complex, meeting regularly to manage issues and monitor activities and may retain further documentation pertaining to the complex and to current issues.

Minutes

Date Minutes Inspected Since: 2 Aug 2011
Date Last Annual General Meeting: 25 Sep 2019

Upcoming Meetings

We sighted no Notice to indicate any further meeting has been scheduled.

Last Annual General Meeting - 25 Sep 2019

A copy of the Minutes is attached for your perusal.

Strata Committee Meeting - 25 Sep 2019

A copy of the Minutes is attached for your perusal.

Strata Committee Meeting - 29 Aug 2019

A copy of the Minutes is attached for your perusal.

Strata Committee Meeting - 30 May 2019

A copy of the Minutes is attached for your perusal.

Resolutions

No significant matters noted.

This section of your report will detail resolutions made at Meetings which are not recorded as being for registration as a By-Law.

Insurance

Insurance

Insured: The Proprietors Strata Plan 45812
 Insurer: CHU Strata Insurance
 Policy No: HU0000019017
 Current to: 20 Sep 2020

Copy attached.

The insured amount corresponds with or is greater than the most recent valuation.

The Owners Corporation must insure the building for an amount at least equal to that specified in the most recent valuation obtained. Purchasers are reminded that insurance to cover items such as carpet, light fittings, painting, wallpaper, blinds, curtains and public liability insurance, in respect of their own lot, is their personal responsibility. Owners who lease their units should seek independent advice regarding landlord insurance.

Valuation

Valuer: A G Thomas Valuers
 Date: 26 Jul 2019
 Value: \$10,170,000

A building valuation must be obtained at least once every 5 years.

Insurance Claims

No further insurance claims history was sighted.

Date of Loss	Nature of Claim	Amount
18 Sep 2019	Lot 12 - Accidental Scorching to Kitchen Benchtop.	\$1,390.00

Matters Pending Resolution

Recent / Current

Matters referred to throughout this report.

29 Aug 2019	Strata Committee Meeting <ul style="list-style-type: none"> Unclear whether Stage 3 lighting upgrade complete. Works prioritisation - spreadsheet to be circulated. <i>Not presented for inspection - may be in the possession of the Committee.</i> Lot 12 roof works - future roof management to be discussed at AGM as part of Capital Works. <i>No further correspondence sighted.</i>
30 May 1991	Strata Committee Meeting <ul style="list-style-type: none"> Roof / Skylight Repairs - agreed not to proceed with quote (not sighted) in light of long term roof replacement identified in Capital Works Programme. <i>No further correspondence sighted.</i>

Historical

Matters referred to throughout this report.

- | | |
|-------------|--|
| 6 Aug 2016 | Strata Committee Meeting <ul style="list-style-type: none"> Unitcom quotation of \$6,850 to replace all handsets and intercom panel. No further problems have arisen therefore it was agreed to continue monitoring the situation. |
| 26 May 2015 | Annual General Meeting <ul style="list-style-type: none"> Potential long-term roof replacement with Colorbond should be discussed. Two quotations should be obtained for discussion at the 2016 Annual General Meeting. <i>We sighted no evidence of any such discussion at the 2016 Annual General Meeting. No quotations sighted.</i> |

This section of your report will provide information regarding past matters for which no clear resolution was evident and may include items such as quotations that were obtained for which there is no evidence of expenditure.

Correspondence

General

We note that this complex is in a heavily treed area. We note numerous discussions regarding tree maintenance / trimming / removal and numerous corresponding expenditures.

6 Feb 2017 Notice to All Residents - sewer blockages. *Copy attached.*

Most Strata Managers provide a correspondence file which may include quotations, emails, repair requests, reports of disputes etc. Not all correspondence sighted will be referred to in this section, rather indicative items of interest / concern will be noted.

Approvals

- | | |
|-------------|---|
| 23 Apr 2019 | Lot 12 - bathroom renovation. |
| 17 Oct 2018 | Lot 20 - bathroom renovations. |
| 26 May 2015 | Lot 3 - instal larger bathroom exhaust outlet. |
| 25 Feb 2015 | Lot 13 - privacy fence at front porch - to be consistent with surrounding brushwood fencing. |
| 25 Feb 2015 | Lot 11 - permission to erect an awning over patio - subject to council approval if required. |
| 2 Aug 2011 | Lots 1 & 3 - to park one vehicle on common property in front of their lots. Should Lots 1 or 3 sell or move, this permission will be revoked immediately and is not carried over. |
| 10 Mar 2009 | Lot 17 - apparent approval to instal solar panels. |

This section provides information on the types of approvals or denials sighted for matters such as alterations to lots etc. The above list is not exhaustive but is indicative of previous approvals or denials.

Keeping of Animals

We note that the following option has been selected for the keeping of animals:

By-Law 16:

1. Subject to section 157 of the Strata Schemes Management Act 2015, an owner or occupier of a lot must not without the approval in writing of the Owners Corporation, keep any animal on the lot or the common property.
2. The Owners Corporation must not unreasonably withhold its approval of the keeping of an animal on a lot or the common property.

By-Law 21:

- Owners are given permission to have animals under the following conditions:
 - Owner or occupier must obtain the written approval of the Owners Corporation or Committee.
 - Animals are not allowed on the common area unless carried or on a leash.
 - Cats must wear a bell on their collar.
 - Cats must remain inside at night.
 - Dogs must be kept quiet during the day and night.
 - Owners or occupiers are allowed to have more than one animal provided it is not in breach of the Local Government regulations.

25 Feb 2015 Notice to All Residents - animals to be leashed at all times on common property.

2 Aug 2011 Notice to All Residents - animals to be leashed at all times whilst on common property / animals not be allowed to roam on common property.

7 Jan 2002 Special By-Law - Keeping of Animals. *Copy attached.*

History of Disputes

We sighted numerous correspondences requesting compliance with By-Laws pertaining to parking on common property.

2 Feb 2018 Lot 19 - parking on common property.

28 Nov 2017 Lot 6 - parking on common property.

20 Sep 2017 Lot 2 - timber dumped on common property.

1 Jun 2017 Lot 2 - parking on common property (Notice to Comply).

11 Apr 2017 Lot 2 - parking on common property.

26 May 2015 Notice to All Residents - parking on common property.

Mar 2015 Notice to All Residents - parking on common property.

25 Feb 2015 Notice to All Residents - do not flush baby wipes, face wipes etc down toilets as blockages have occurred.

Each strata scheme has its own By-Laws, a set of rules that govern matters such as behaviour of residents and the use of common property.

By-Laws can vary significantly from scheme to scheme and a copy of the applicable By-Laws should be contained in the contract for sale and you should make yourself familiar with these By-Laws. The above list is not exhaustive but is indicative of the matters noted.

Statutory Documentation

Strata Management

This complex was managed by Doon-Gara Strata prior to their takeover by Jamesons Strata Management.

Professionally or Self Managed:	Professionally
Manager:	Jamesons & Associates
Address:	1/60 Harbour Street Mosman
Telephone:	8969-3300
Agency Agreement Date:	18 May 2017

Combustible Cladding

We note no reference to combustible cladding in the records provided.

Under the Regulation, owners of certain buildings with external combustible cladding are required to register their building with the NSW Government. For buildings occupied before 22 Oct 2018, the deadline for registration is 22 Feb 2019. Owners of new buildings will be required to register their building within four months of the building first being occupied.

Workplace Health & Safety

Prepared by:	BIV Reports
Dated:	9 Aug 2009
Excerpt Attached:	Yes

An Owners Corporation has an obligation to repair and maintain the common property in order to protect the safety of any persons on common property. The Owners Corporation should employ strategies to identify any risks and highlight any item in disrepair. Actions should then be taken to ensure common property safety is maintained.

Window Safety

We sighted no mention of Window Safety Devices.

An Owners Corporation must ensure that there are complying window safety devices for windows which are more than 2 metres above the ground level and are less than 1.7 metres above the inside floor.

Pool Compliance

We sighted no evidence that a pool is installed on the common property.

It is recommended that enquiries are made with Council to determine any Outstanding Orders that may be in effect on the scheme.

Asbestos Register

There is no evidence that the Owners Corporation has conducted an inspection of the complex to determine whether or not asbestos materials are contained within the building.

7 Aug 2014

Annual General Meeting

- Motion DEFEATED to carry out an asbestos inspection.

Strata Roll

An excerpt of the Strata Roll pertaining to the subject lot was presented for inspection.

The owner as listed corresponds with the vendor name provided.

Name:	Victor Holters and Gael Holters
Address:	Carina Bay Estate 8/17 Binya Place Como
Occupancy:	Owner Occupied
No. Owner Occupied Units:	Unable to ascertain.
No. Tenanted Units:	Unable to ascertain.
Original Owner:	Unable to ascertain.
Original Builder:	Unable to ascertain.
Original Developer:	Unable to ascertain.

Common Property Certificate of Title

Original sighted.

CP/SP or Vol & Folio:	CP/SP45812
Dated:	5 Apr 2019
Edition Issued:	7
Title Held By:	Strata Manager

Copy attached.

With the implementation of the Strata Schemes Management Regulation 2016 (NSW), all Owners Corporations are required to review their existing By-Laws prior to 30 Nov 2017.

Schemes may chose to either:

- Keep the existing By-Laws in place;
- Amend the By-Laws using the Schedule 3 Model By-Laws as a guide.
- Create new By-Laws.

We note that the By-Laws have now been reviewed.

A copy of the By-Laws filed with the records is attached.

By-Law additions or amendments are required to be registered not more than two years from the date of passing of the resolution.

Strata Plan

Date of Registration:	16 Feb 1994	
No. Of Lots:	20	
Unit Entitlement Subject Lot:	47	
Aggregate Unit Entitlement:	1,000	
Corresponding Unit & Lot No:	Yes	
Approx Area Subject Lot:	Total:	146m ²

The Strata Plan shows which parts of the scheme are lots and which are common property. The Strata Plan states the allocated unit entitlements and the aggregate unit entitlement. If there has been any amendment to unit entitlements or the aggregate entitlement, these would be reflected on the Certificate of Title.

Dated: 15 Jan 2020



M & W Legals Cronulla Pty Ltd
Cheryl Blinman
Director
Justice of the Peace

This report is prepared for the named client and if that person is a Solicitor or Conveyancer, the client of that Solicitor or Conveyancer. M & W Legals Cronulla Pty Ltd will not accept any responsibility to any other person who relies upon this report to their detriment unless it has agreed in writing to accept such responsibility.

M & W Legals Cronulla Pty Ltd do not undertake any physical inspection of the building.

All reasonable care has been exercised whilst compiling this Report. No warranty or representation is made as to the accuracy of the information provided by the Owners Corporation or its representatives including the Strata Managing Agent and/or Officers of the Strata Committee of the Owners Corporation and no responsibility will be taken by M & W Legals Cronulla Pty Ltd for any loss or damage due to any cause whatsoever, including negligence whether in connection with information supplied by the Owners Corporation or its representatives including the Strata Managing Agent and/or Officers of the Strata Committee of the Owners Corporation.

This report was compiled from information obtained from a search of the records of the subject Strata Plan made available on the date of this inspection.

Strata Managers utilise computer systems to maintain and manage the records of the Owners Corporations. Usually a hybrid system and / or hard copy records are made available for the purpose of a search. As there is no prescribed method for filing or naming conventions these vary greatly. Not all documents can always be perused.

You are notified that not all records may have been presented for inspection. Where evident that documentation was not presented it was requested, however, that is usually fruitless as M & W Legals Cronulla Pty Ltd have no authority over the Owners Corporation or its representatives including Strata Managing Agents.

Your report contains information paraphrased from:
 Strata Schemes Management Act 2015 (NSW)
 Strata Schemes Management Regulation 2016 (NSW)
http://www.fairtrading.nsw.gov.au/ftw/Tenants_and_home_owners/Strata_schemes.page
 Strata Schemes Management Amendment (Child Window Safety Devices) Regulation 2013
www.fairtrading.nsw.gov.au/Tradespeople/Home_warranty_insurance
www.planning.nsw.gov.au/Policy-and-Legislation/Buildings/Combustible-cladding



Kevin Joyce
Pest Management

Kevin Joyce Pest Management
PO Box 156, Mascot, NSW. 2020., Tempe, New South Wales,
2044

02 9559 8344

manager@kevinjoyceservices.com.au

www.kevinjoycepestcontrol.com.au

99 074 367 552

REGULAR Visual Termite Inspection Report in accordance with AS 3660.2-2017



SP45812, 17 Binya Place, Como New South Wales, 2226 Australia

Regular Visual Termite Inspection Report in accordance with AS 3660.2-2017

Important Information: Any person who relies upon the contents of this report does so acknowledging that the clauses and information contained in the report define the Scope and Limitations of the inspection and form an integral part of the report. The report should be kept for a minimum of 3 years.

1. **THIS IS A VISUAL INSPECTION ONLY** in accordance with the Australian Standard Termite Management Part 2: In and around existing buildings and structures – AS 3660.2-2017. Referred to as the **Regular Visual Inspection Report**. Visual inspection was limited to those areas and sections of the property to which reasonable access (See definitions in this report) was both available and permitted on the date of Inspection. The inspection DID NOT include breaking apart, dismantling, removing or moving objects including, but not limited to, foliage, mouldings, roof insulation, sisalation, floor or wall coverings, sidings, ceilings, floors, furnishings, appliances or personal possessions. The inspector CANNOT see inside walls, between floors, inside skillion roofing, inside the eaves, behind stored goods in cupboards or, in other areas that are concealed or obstructed. The inspector DID NOT dig, gouge, force or perform any other invasive procedures. An invasive inspection will not be performed unless a separate contract is entered into. In an occupied property it must be understood that furnishings or household items may be concealing evidence of termites which may only be revealed when the items are moved or removed.
2. **SCOPE OF REPORT.** This Report is confined to reporting on the discovery, or non-discovery, of infestation and/or damage caused by subterranean termites (white ants), (hereinafter referred to as "termites"), present on the date of the Inspection. The Inspection did not cover any other pests and this Report does not comment on them. Dry wood termites (Family: KALOTERMITIDAE) and Dampwood termites, borers of seasoned timber and wood decay fungi were excluded from the Inspection, but have been reported on if, during the Inspection, any visual evidence of infestation happened to be found.
3. **LIMITATIONS.** Nothing contained in the Report implies that any inaccessible or partly inaccessible areas or sections of the property being inspected by the Inspector on the date of the Inspection were not, or have not been, infested by termites. Accordingly, this Report is not a guarantee that an infestation and/or damage does not exist in any inaccessible or partly inaccessible areas or sections of the property. Nor is it a guarantee that a future infestation of termites will not occur or be found. No inspection of any furnishings or household items was made. No warranty is applicable, as this is an inspection only.
4. **DETERMINING EXTENT OF DAMAGE.** This Report does not and cannot state the extent of damage. It is NOT a structural damage report. If any evidence of termite activity or damage is reported, then it must be assumed there may be some degree of concealed damage. Where evidence of activity and/or damage is reported in the roof void timbers then damage is likely to be present in concealed wall timbers. A qualified person such as a Builder, Engineer, Architect or other qualified expert in the building trade should be asked to determine the full extent of the damage, if any, and the extent of repairs that may be required. This firm is not responsible for the repair of any damage whether disclosed or not.
5. **POSSIBLE HIDDEN DAMAGE.** If termite activity and/or damage is found, within the Structures OR the grounds of the property, then damage may exist in concealed areas, e.g. framing timbers. An INVASIVE INSPECTION is strongly recommended in this case. Damage may only be found when wall linings, cladding or insulation are removed to reveal previously concealed timbers.
6. **CONSUMER COMPLAINTS PROCEDURE.** In the event of any dispute or claim arising out of, or relating to the Inspection or the Report, You must notify Us as soon as possible of the dispute or claim by email, fax or mail. You must allow Us (which includes persons nominated by Us) to visit the property (which visit must occur within twenty-eight (28) days of your notification to Us) and give Us full access in order that We may fully investigate the complaint. You will be provided with a written response to your dispute or claim within twenty-eight (28) days of the date of the inspection. In the event You do not comply with the above Complaints Procedure and commence litigation against Us then You agree to fully indemnify Us against any awards, costs, legal fees and expenses incurred by Us in having your litigation set aside or adjourned to permit the foregoing Complaints Procedure to complete.

Regular Visual Termite Inspection Report in accordance with AS 3660.2-2017

Client:	Jamesons Strata Management - Victor Holters
Client Address:	PO Box 2001, Spit Junction NSW, 2088
Re: Structure at:	SP45812, 17 Binya Place, Como New South Wales, 2226 Australia
Client Phone:	
Client Email:	clientservices@jamesons.com.au
Client Mobile:	+610438 211 101
Date of the Inspection:	20 July, 2019
Invoice No:	INV-00613

1. Brief description of the building and other structures on the property:

Type:	Complex of villas
Height:	Two Storey
Building:	Brick Veneer
Piers:	Brick
Floor:	Timber with Concrete Areas
Roof:	Tile
Fences:	Colourbond Type

1.1 Brief description of areas inspected:

Description of areas inspected:	Roof Void, Trees, Garden, Landscaping Timbers
--	---

Only structures, fences, trees etc within 50 m of the building but within the boundary of the property were inspected. If a building or part of a building, is constructed on a concrete slab it is always more susceptible to concealed termite entry.

1.2 Area/s* NOT Inspected and/or Area/s* to which REASONABLE ACCESS for Inspection was NOT AVAILABLE.

Area/s* in which reasonable access was not available and reasons why:	
Roof Void due to:	No Access to villas # 5, 7, 11, 20 due to no one home.
Slab Edge which normally would be exposed due to:	N/A

* Since an inspection of the above areas was not possible, termite activity and/or damage may exist in these areas.

No inspection was made, **and no report is submitted**, of inaccessible areas. These include, but may not be limited to, concealed frame timbers, inaccessible eaves, areas concealed by concrete floors, wall linings, soil, landscaping, rubbish, floor coverings, furniture, pictures, appliances, stored items, insulation, hollow blocks/posts. Furnishings, furniture & stored items are not within the Scope of this inspection and were not inspected.

1.3 Area/s* in which Visual Inspection was Obstructed or Restricted

Area/s* in which Visual Inspection was Obstructed or Restricted and the reasons why:	
Roof void due to:	Thermal Insulation, Ducting, Stored articles

* Since an inspection of the above areas was not possible, termite activity and/or damage may exist in these areas.

No inspection was made, and no report is submitted, of inaccessible areas. These include, but may not be limited to, concealed frame timbers, eaves, areas concealed by wall linings, soil, landscaping, rubbish, floor coverings, furniture, pictures, appliances, stored items, insulation, hollow blocks/posts.

1.4 High Risk Area(s) to which Access should be gained, or fully gained:

High Risk Area(s) to which Access should be gained, or fully gained, since they may show evidence of termites or damage:
--

Recommendation: Further Inspections are strongly recommended to areas where Reasonable Access is Unavailable, Obstructed or Restricted or a High Risk of possible Timber Pests and /or Damage exists.

Was insulation present in the roof void?	Unable to determine due to Limited Access
--	---

Where insulation is present in the roof void it is recommended it be moved or removed and an inspection be carried out to the wall top plate timbers and other roofing timbers covered by the insulation. This invasive inspection will not be performed unless a separate contract is entered into.

Was the property furnished at the time of inspection?	Yes
---	-----

Where a property is furnished at the time of the inspection then you must understand that the furnishings and stored goods may be concealing evidence of termite activity and/or damage. This evidence may only be revealed when the furnishings and stored goods are moved. In this case a further inspection of the property is strongly recommended.

2.0 Subterranean Termites.

2.1 Active Termites:

At the time of the inspection were active termites (live insects) found?	No
--	----

2.2 Termite Nests:

Was a termite nest found?	No
---------------------------	----

Where a termite nest is located on or near the property, the risk of termite infestation is increased.

2.3 Evidence of Subterranean Termite Workings:

At the time of the inspection was visible evidence of subterranean termite workings located?	No
--	----

2.4 Evidence of Subterranean Termite Damage:

Was Termite damage located?	No
2.5 Termite workings and/or damage were found mainly in but not limited to:	Not applicable, no workings/damage found

Where damage is detected, the potential for further non-visual (concealed) damage associated with the termite workings and damage found is always high.

If no evidence of termites was found at this inspection be aware that at the initial stages of a termite attack there is often no evidence that an attack has commenced, such evidence may only become apparent sometime after the attack has commenced. As the inspection can only report details of what was found on the day of the inspection, we strongly recommend that if you find evidence of new termite workings or damage prior to the next recommended Inspection you should contact our company immediately.

VERY IMPORTANT: Where any termite activity or damage is noted you must realise that further termite damage may be present in concealed areas. A building expert should determine the full extent of damage See Clauses 3, 4 and 5 on page 2.

2.6 Whilst we are not builders, the termite damage appears to be:	Not Applicable
--	----------------

See Clause 4 on page 2. If a treatment proposal is attached, then note areas marked on the sketch (mud map) for more information on areas of damage and activity.

IMPORTANT: If no live termites were noted above but visual evidence of termite workings and/or damage or any other signs of termites are reported then there may be active termites in concealed areas. Termites may still be active in the immediate vicinity and may return to cause further damage. In most cases it may not be possible without the benefit of further investigation and subsequent inspections to ascertain whether an infestation is active or inactive. Active termites may simply have not been present at the time of inspection due to a prior disturbance, climatic conditions, or they may have been utilising an alternative feeding source. **Continued, regular, inspections are essential.** Unless written evidence of an appropriate termite management program that accords with "AS 3660 Termite Management" is provided, a treatment must always be considered to reduce the risk of further attack.

2.7 High Moisture Readings:

High moisture readings can be caused by any one of the following: poor ventilation, ineffective drainage, leaking pipes, leaking roofs, defective flashing or by concealed termite activity. The areas of high moisture should be investigated by way of an invasive inspection. High moisture levels also increase the likelihood of termite attack and may also be conducive to borer activity and wood decay.

At the time of the inspection were high moisture readings found?	Not tested
---	------------

If high moisture readings are found and unaccounted for, the use of a Termite Movement Tracker, Thermal Imaging Camera or a Termite Detection Animal if practical or determined necessary by the inspector, may provide further supportive evidence but If high moisture was reported then you must have a building expert investigate the moisture and its cause and determine the full extent of damage and the estimated cost of repairs.

2.8 Previous Treatment Evidence:

Was evidence of a possible previous treatment found?	None located at the time of inspection
---	--

2.9 Durable Sign:

Was a durable sign located?	No
------------------------------------	----

This firm can give no assurances regarding work that may have been previously performed by other firms.

2.10 Subterranean Termite Treatment Recommendation:

A suitable management program that accords with AS 3660 against subterranean termites is	Considered essential
---	----------------------

Is a treatment proposal attached?	No
--	----

If a treatment proposal is provided then a management plan is also provided and the proposal forms part of that plan.

2.11 Termite Shields:

Termite Shields (Ant Caps) form part of Physical Termite Systems. They need to be in good order, complete, continuous and observable in order to fulfil their intended purpose. The function of this type of system is to force termite workings to be exposed if termites are entering or attempting to enter the property. Where it is observed that these conditions are not present, termite shielding must be reported as inadequate. It may be possible for a builder to repair the shielding. If not, a chemical treated zone may need to be installed to replace the use of the shielding. Missing, damaged or poor shields increase the risk of infestation.

Whilst not a builder it appears that termite shields are:	Not Applicable
--	----------------

If considered inadequate a builder or other building expert should be consulted. NB Physical barrier systems installed in wall cavities etc are not visible to inspection and no comment is made on such systems.

2.12 Wood Rot:

At the time of the inspection was visible evidence of wood decay fungi (rot) found?	No
--	----

Wood decay fungi are conducive to subterranean termites. You should consult a builder or other building expert to find out what must be carried out to prevent further decay (repairing of drainage, leaks and/or sealing the timber) and to repair the damage.

2.13 Construction features and/or situations that appear conducive to (may attract) subterranean termite infestation:

Conductive conditions & recommendations are:	<ul style="list-style-type: none">Hot water tank overflow pipe needs to be drained further away from the house or to a drain (rectify)
---	--

NOTE: Where timber is used for external structures e.g. Balconies, Verandas it may be susceptible to fungal decay or termite attack, it is recommended that you consult a Builder or other specialist in the field to inspect exposed timbers and provide expert advice on their durability and suitability for the situation in which they are used.

Any Timber retaining walls should be replaced with non-susceptible material. You should consult a builder prior to removing/replacing retaining walls.

2.14 Vegetation on the Property

Vegetation on the property and within 5m of the structure that requires action by you (the client) includes: :	<ul style="list-style-type: none">Remove dead wood, stumps and tree roots (+50mm)
---	---

2.15 Degree of Risk

2.15 At the time of the inspection the degree of risk of subterranean termite infestation to the overall property was considered to be:	Moderate to High
--	------------------

3.0 Environmental Conditions That Are Conducive To Termites

3.1 Drainage:

Poor drainage, especially, in or into the subfloor or against the external walls, increases the likelihood of termite attack.

Whilst not a plumber, on the day of the inspection it appears that drainage is generally:	Not able to assess
--	--------------------

Where drainage is found to be inadequate or it could not be accessed on day of inspection, it is recommended consult a plumber/drainer to assess or rectify the situation.

3.2 Water Leaks:

Water leaks, especially in or into the subfloor or against the external walls, increases the likelihood of termite attack. Leaking showers or leaks from other 'wet areas' also increase the likelihood of concealed termite attack.

Whilst not a plumber, it appears that water leaks are	Not able to comment
--	---------------------

3.3 Water Discharged against Building E.g. Hot water services or air conditioning units

Water released alongside or near to building walls needs to be connected to a drain as the resulting wet area is highly conducive to termites. If this is not possible the water needs to be piped several meters away from the building as the resulting wet area is highly conducive to termites.

Is there a need for this work to be carried out?	No
Additional Comments	

3.4 Ventilation:

Ventilation, particularly to the sub-floor region is important in minimising the opportunity for termites to establish themselves within a property. Where ventilation needs to be improved consult a builder or other expert.

Whilst not a builder the ventilation appears to be generally:	Not able to access
--	--------------------

3.5 Slab Edge Exposure:

Where external concrete slab edges are not exposed there is a high risk of concealed termite entry. In some building built since July 1995 the edge of the slab forms part of the termite shield system. In these buildings an inspection zone of at least 75mm should be maintained to permit detection of termite entry. The edge should not be concealed by render, tiles, cladding, flashings, adjoining structures, paving, soil, turf or landscaping etc. Where this is the case you should arrange to have the slab edge exposed for inspection. Concealed termite entry may already be taking place but could not be detected at the time of this inspection. This may have resulted in concealed timber damage.

Does the slab edge inspection zone fully comply?	Not applicable
---	----------------

Note: A very high proportion of termite attacks are over the edge of both infill and other concrete slab types. Covering the edge of a concrete slab makes concealed termite entry easy. Infill slab type construction has an even higher risk of concealed termite ingress as the slab edge is concealed due to the construction design and cannot be exposed. The type of slab may only be determined by the assessment of the construction plans by a qualified person e.g. Builder or Architect. Construction plans may be obtainable from your local Council or Builder. Termite activity or damage may be present in concealed timbers of the building. **We strongly recommend** frequent regular termite or timber pest inspections in accordance with AS 3660.2 or AS 4349.3-2010. Where the slab edge cannot be determined then we strongly recommend termite or timber pest inspections every 3-6 months in accordance with AS 3660.2 or AS 4349.3-2010.

Infill Slabs: A slab on the ground cast between walls. Other slabs should be in accordance with AS 2870-2011 and/or AS 3660.1-2000 and for more information you should ask a builder.

3.6 Weep Holes:

Weep holes in external walls: It is very important that soil, lawn, concrete paths or pavers do not cover the weep holes. Sometimes they have been covered during the rendering of the brick work. They should be clean and free flowing. Covering the weep holes in part or in whole may allow undetected termite entry.

Were the weep holes clear allowing the free flow of air?	Not applicable
--	----------------

3.7 Environmental, other Conditions and/or general information:

4.0 Next Regular Inspection Due

It is strongly recommended that a full Regular Inspection and Report be carried out every:	12 Months
--	-----------

Regular, frequent inspections DO NOT stop termite attack. They are intended to limit the amount of damage that may occur by detecting problems early.

Note: AS 3660 and AS 4349.3 both recommend at least 12 monthly inspections but strongly advise more frequent inspections.

Important: "If you become aware of any termite activity DO NOT disturb or treat the termites or their workings in anyway but contact our Company immediately. Home treatments do not work and will invalidate any warranty in place."

You should read and understand the following important information. It will help explain what is involved in a termite inspection, the difficulties faced by a termite inspector and why it is not possible to guarantee that a property is free of termites. It also details important information about what you can do to help protect your property from termites. This information forms an integral part of the report. If you do not understand any part of this report, then please ask the Inspector to explain.

IMPORTANT

This report is provided solely for the benefit of the person/s named in this report or their client. Any third party relying on this report either wholly or in part does so at their own risk. We accept no liability whatsoever to any third party relying on this report.

Filled areas, areas with less than 400 mm clearance, damp areas, leaking pipes, form work timbers, scrap timber, tree stumps etc either in the subfloor or adjoining, or close to the building are conducive to termite infestation. All leaks or drainage problems must be repaired. All form work, scrap and/or stumps must be removed from under and/or around the building/s. Rubbish should be removed from the subfloor areas to allow access for inspection. Items susceptible to termites, such as cardboard boxes, timber, firewood etc, should not be stored on the ground in the subfloor area.

This is an inspection only. No treatment or replenishment of any existing termite management system has taken place. Termites may still enter the buildings or other structures at any time. You acknowledge this fact and agree that this company is not liable for any termite entry, or for any damage that may result. Modern termiticides are designed to degrade. This means the length of life of these chemical treated zones is limited. It is important that the property is inspected at least annually.

REASONABLE ACCESS

Only areas to which reasonable access is available were inspected, AS 3660.2-2017 and AS 4349.3-2010 which defines reasonable access. Access will not be available where there are safety concerns, or obstructions, or the space available is less than the following:

ROOF VOID - the dimensions of the access hole must be at least 500mm x 400mm, and, reachable by a 2.1M step ladder or 3.6M ladder, and, there is at least 600mm x 600mm of space to crawl;

ROOF EXTERIOR - must be accessible by a 3.6M ladder placed on the ground;

SUBFLOOR - Industry accepted dimensions are that the access hole must be at least 500mm x 400mm and, there is at least 400mm of space to crawl beneath the lowest bearer, or, 500mm beneath the lowest part of any concrete floor

AN INVASIVE PHYSICAL INSPECTION IS AVAILABLE IF RECOMMENDED

As detailed above, there are many limitations to this visual inspection only. With the permission of the owner of the premises we WILL perform a more invasive physical inspection that involves moving or lifting: insulation, stored items, furniture or foliage during the inspection. We WILL physically touch, tap, test and when necessary force/gouge suspected accessible timbers. We WILL gain access to areas, where physically possible and considered practical and necessary, by way of cutting traps and access holes. This style of inspection is available by request. Several days notice may be required. Time taken for this type of inspection will be greater than for a VISUAL INSPECTION. It involves disruption in the case of an occupied property, and some permanent marking is likely. You must arrange for the written permission of the owner who must acknowledge all the above information and confirm that our firm will not be held liable for any damage caused to the property. Price is available on request.

CONCRETE SLAB HOMES

Homes constructed on concrete slabs present special problems with respect to termite attack. If concrete paths, patios, pavers, garden beds, lawns, foliage, etc conceal the edge of the slab, then it is possible for termites to effect concealed entry into the property. They can then cause extensive damage to concealed framing timbers. Even the most experienced inspector may be unable to detect their presence due to concealment by wall linings. Only when the termites attack timbers in the roof void, which may in turn be concealed by insulation, can their presence be detected. Where termite damage is located in the roof it should be expected that concealed framing timbers will be extensively damaged. **With a concrete slab home, it is imperative that you expose the edge of the slab and ensure that foliage and garden beds do not cover the slab edge. Weep holes must be kept free of obstructions.**

SUBTERRANEAN TERMITES

No property is safe from termites! Termites are the cause of the greatest economic losses of timber in structures in Australia. Independent data compiled by State Forests shows 1 in every 5 homes is attacked by termites at some stage in its life, however CSIRO data indicates that it could be as high as 1 in 3. Australia's subterranean termite species (white ants) are the most destructive termites in the world. In fact, it can take "as little as 3 months for a termite colony to severely damage almost all the timber in a home".

How termites attack your home: The most destructive species live in large underground nests containing several million timber destroying insects. The problem arises when a nest matures near your home. Your home provides natural shelter and a food source for the termites. The gallery system of a single colony may exploit food sources over as much as one hectare, with individual galleries extending up to 50 metres to enter your home, where there is a smorgasbord of timber to feast upon. Even concrete slabs do not act as a barrier; they can penetrate through cracks in the slab to gain access to your home. They even build mud tubes to gain access to above ground timbers. In rare cases termites may create their nest in the cavity wall of the property without making ground contact. In these cases, it may be impossible to determine their presence until extensive timber damage occurs.

Termite damage: Once in contact with the timber they excavate it, often leaving only a thin veneer on the outside. If left undiscovered the economic species can cause many thousands of dollars damage and may cost two to five thousand dollars (or more) to treat.

Subterranean termite ecology: These termites are social insects usually living in underground nests. Nests may be in trees or in rare instances they may be in above ground areas within the property. They tunnel underground to enter the building and then remain hidden within the timber making it very difficult to locate them. Where timbers are concealed, as in most modern homes, it makes it even more difficult to locate their presence, especially if gardens have been built up around the home and termite management systems are either not in place or poorly maintained. Termites form nests in all sorts of locations and they are usually not visible. There may be more than one nest on a property. The diet of termites in the natural environment is the various hardwood and softwood species growing throughout Australia. These same timbers are used in buildings. Worker termites move out from their underground nest into surrounding areas where they obtain food and return to nurture the other casts of termites within the nest. Termites are extremely sensitive to temperature, humidity and light and hence cannot move over ground like most insects. They travel in mud encrusted tunnels to the source of food. Detection of termites is usually by locating these mud tunnels rising from the ground into the affected structure. This takes an expert eye.

Termite Management Systems installed to AS3660-2017 help protect a building by forcing termites to show themselves. Termites can build mud tunnels around termite barriers to reach the timber above. The presence of termite tracks or leads does not necessarily mean that termites have entered the timber. A clear view of walls and piers and easy access to the sub-floor means that detection of termites should be fairly easy. However, many styles of construction do not lend themselves to ready detection of termites. The design of some properties is such that they make the detection by a pest inspector difficult, if not impossible.

The tapping and probing of walls and internal timbers is an adjunct or additional means of detection of termites but is not as reliable as locating tracks. The use of a moisture meter is a useful aid for determining high moisture levels which may indicate the presence of termites concealed behind thin wall panels. Damage and termite workings that have dried out will not be recorded. It may also provide false readings. Termite tracks may be present in the ceiling space however some roofs of a low pitch and with the presence of sisalation, insulation, air conditioning ductwork and hot water services may prevent a full inspection of the timbers in these areas. Therefore, since foolproof and absolute certain detection is not possible the use of termite management systems and regular inspections is a necessary step in protecting timbers from termite attack.

TIMBER DECAY FUNGI

The fruiting bodies of wood decay fungi vary in size, shape and colour. The type of fungi encountered by pest controllers usually resides in poorly ventilated subfloors, below wet areas of the home, exterior timbers and in areas that retain water in the soil. The durability and type of timbers are factors along with the temperature and environment. Removal of the moisture source usually alleviates the problem. Fungal decay is attractive to termites and if the problem is not rectified it may well lead to future termite attack.

IMPORTANT INFORMATION

There is no warranty given or implied as a result of the inspection or this report. The report can only give details of what was found on the day and at the time of the inspection. Termites can gain entry to the structures at any time

General remarks: A more thorough **INVASIVE INSPECTION** is available. Where any current visible evidence of termite activity is found it is strongly recommended that a more invasive inspection is performed.

Trees on the property have been visually inspected up to a height of 2m, where possible and practicable, for evidence of termite activity. It is very difficult, and generally impossible to locate termite nests since they are mainly underground and evidence in trees is usually well concealed. We therefore strongly recommend that you arrange to have trees test drilled for evidence of termite nests.

IMPORTANT MAINTENANCE ADVICE REGARDING INTEGRATED PEST MANAGEMENT FOR PROTECTING AGAINST TERMITES

Termites can attack any structure. Periodic maintenance should include measures to minimise possibilities of infestation in and around a property. Factors that may lead to infestation from termites include: -

- Situations where the edge of the concrete slab is covered by soil or garden debris.
- Filled areas, areas with less than 400mm clearance.
- Foam insulation at foundations.
- Poor drainage, leaking pipes, damp areas, form-work timbers, scrap timber, tree stumps, mulch, tree branches touching the structure, wood rot and timber retaining walls. Note: Termites often build nest behind timber retaining walls.
- Gardens, pathways or turf abutting or concealing the edge of a concrete slab will allow for concealed entry by termites.

All timber in contact with soil such as formwork, retaining walls, scrap timbers, firewood or stumps must be removed from under and around the buildings and any leaks or poor drainage repaired. **You should endeavour to ensure such conditions DO NOT occur around your property.**

We further advise that you engage a professional pest control firm to provide a suitable termite management program in accord with AS 3660 to minimise the risk of termite attack. There is no way of preventing termite attack. Even AS 3660 advises when a complete termite management system is installed in accordance with AS 3660.1-2014 for pre-construction termite work or 3660.2-2017 for post-construction termite work and the Australian Pesticides and Veterinary Medicines Authority (APVMA) product label directions are followed precisely, termites may still bridge the management system. However, if the label directions are followed and the Standard adhered to, and bridging occurs, evidence of the termite ingress will normally be evident to the inspector. Therefore, regular inspections in line with the recommendations in this report are essential in addition to any suitable termite management system you install.

DISCLAIMER OF LIABILITY: - No liability shall be accepted on account of failure of the Report to notify any termite activity and/or damage present at or prior to the date of the Report in any areas(s) or section(s) of the subject property physically inaccessible for inspection, or to which access for inspection is denied by or to the Licensed Inspector (including but not limited to any area(s) or section(s) so specified by the Report).

DISCLAIMER OF LIABILITY TO THIRD PARTIES: Compensation will only be payable for losses arising in contract or tort sustained by the Client named on the front of this report. Any third party acting or relying on this Report, in whole or in part, does so entirely at their own risk.


FURTHER READING

There are two very helpful books available, complete with excellent colour photos, which you might like to purchase. These are: -

1. A Homeowner's Guide to Detection and Control of Termites and Borers
2. A Homeowner's Guide to Detection and Control of Common Household Pests

Both books were written by Phillip Hadlington & Christine Marsden and Published by University of New South Wales.
Ask your inspector for details and prices.

ADDITIONAL INFORMATION AND/OR MUD MAP -

The Inspection and Report was carried out by:	Allen - Padstow
State Licence No:	
Insurance Accreditation Number:	
Dated:	20 July, 2019
SIGNED FOR AND ON BEHALF OF:	Kevin Joyce Pest Management
Signature:	

Serene Lifestyle Properties
Property maintenance, Commercial building
Handyman, & Structural Landscaping
serenelifestyleproperties@gmail.com
121 ANZAC Avenue, Box 23
Engadine, NSW 2233
Mobile : 0410 401 801
Fax : 02 9543 4002

ABN : 28 868 813 349
Licence #: 149922C

01 March 2018

Quotation

DOON-GARA Strata

PO Box 204, MIRANDA, NSW, 1490

1300 727 401

Strata Plan 45812

Strata Manager: Louisa Gore

Contact for Enquiries: Vicki Oldknow

admin@doongara.com.au Executive committee

C/O Paula

paola_dicomo@yahoo.com.au

Phone 9528 2573

0438 407 934

Quotation for rectification of failed sections / deteriorated stone retaining Binya Place estate. Repair quotation to re-construct as per existing

Scope of works : Temporary fence to secure remedial works area.
Deconstruction of existing retaining in sections, store stone for re-instatement,
New footings to support reconstruction of walls
Supply, and installation of similar replacement lighting
Re-instatement of concrete guttering,
Removal, and disposal of old masonry, rock chippings, concrete, and site clean after
construction works completion.

\$ 23,650 + GST

Due to the existing state of retaining, and other deteriorated construction noted around the complex it would be advisable to engage a structural engineer for footing design prior to reconstruction of stone retain wall.

Estimated additional cost for design, certification, additional materials, and labour to meet expected engineering design \$ 8,000 - \$ 10,000

Home owners warranty certificate will be issued before commencement of any works agreed upon in contract over \$ 20,000. Contract works, and business insurances are current, and will be produced on request before works are undertaken.

Please don't hesitate to call, with any questions, or for further information.

Any further works, or variation to quoted works can be undertaken if required, after discussion, agreed upon by both parties, understanding scope, and value of said works.

Best regards Darren



JAMESONS
STRATA MANAGEMENT

Owner Ledger

Start Date: 01/01/2018

End Date: 31/01/2022

Owners: One only

Jameson & Associates Unit Services Pty Ltd
15/5
60 Harbour Street (Cnr. Millers Road)
Mosman NSW 2088
PO Box 2001 Spit Junction NSW 2033
Telephone: 02 8959 3300
Facsimile: 02 9959 0633
info@jamesons.com.au
Web: jamesons.com.au

Owners Strata Plan 45812

Carina Bay Estate, 17 Binya Place, COMO NSW 2226

Lot 8 Unit 8 Holters, V & Holters, G

UE / AE: 47.00 / 1,000.00

Levies

Levy no.	Due date	Frequency	Details	Admin Fund		Capital Works Fund		Interest paid	Discount	Levy type	Status	Group
				Due	Paid	Due	Paid					
			Balance brought forward	0.00		0.00						
1	01/04/2018	Quarterly	Quarterly Admin/Capital Works Levy 01/04/18 - 30/06/18	587.50	587.50	199.75	199.75	0.00	0.00%	Standard	Normal	None
2	01/07/2018	Quarterly	Quarterly Admin/Capital Works Levy 01/07/18 - 30/0	587.50	587.50	199.75	199.75	12.94	0.00%	Standard	Normal	None
3	23/08/2018	Once-off	Lot 8: Debt recovery Stage 1	33.00	33.00	0.00	0.00	0.00		Owner Invoice	Normal	None
4	01/10/2018	Quarterly	Quarterly Admin/Capital Works Levy	587.50	587.50	213.85	213.85	0.00	0.00%	Standard	Normal	None
5	01/01/2019	Quarterly	Quarterly Admin/Capital Works Levy	587.50	587.50	213.85	213.85	0.00	0.00%	Standard	Normal	None
6	01/04/2019	Quarterly	Quarterly Admin/Capital Works Levy	587.50	587.50	213.85	213.85	0.00	0.00%	Standard	Normal	None
7	16/05/2019	Once-off	Lot 8: Debt recovery Stage 1	33.00	33.00	0.00	0.00	0.00		Owner Invoice	Normal	None
8	13/06/2019	Once-off	Lot 8: Debt recovery Stage 2	66.00	66.00	0.00	0.00	0.00		Owner Invoice	Normal	None
9	01/07/2019	Quarterly	Quarterly Admin/Capital Works Levy	587.50	587.50	213.85	213.85	13.83	0.00%	Standard	Normal	None
10	08/07/2019	Once-off	Cancelled: Lot 8: Debt recovery Stage 3	122.00	0.00	0.00	0.00	0.00		Owner Invoice	Cancelled	None
11	01/10/2019	Quarterly	Quarterly Admin/Capital Works Levy	587.50	587.50	294.00	294.00	0.00	0.00%	Standard	Normal	None
12	01/01/2020	Quarterly	Quarterly Admin/Capital Works Levy	587.50	587.50	294.00	294.00	0.00	0.00%	Standard	Normal	None
13	01/04/2020	Quarterly	Quarterly Admin/Capital Works Levy	587.50	22.11	294.00	11.06	0.00	0.00%	Standard	Normal	None
14	01/07/2020	Quarterly	Quarterly Admin/Capital Works Levy	587.50	0.00	294.00	0.00	0.00	0.00%	Standard	Normal	None

Current position: Unallocated prepayments \$0.00

Levy arrears & owner invoices due \$0.00

Interest on levy arrears \$0.00

Carina Bay Estate, 17 Binya Place, COMO NSW 2226

Owners Strata Plan 45812

UE / AE 47 00 / 1 000 00

Lot 8 Unit 8 Holters, V & Holters, G

Receipts

Date	Receipt no.	Subtype	Status	Source	Admin Fund		Capital Works Fund		Unallocated		Levy no.
					Paid	Interest	Paid	Interest	Paid	Total amount	
22/03/2018	1031	Receipt	Banked		587.50	0.00	199.75	0.00	0.00	737.25	1
30/08/2018	1068	Receipt	Banked		586.22	9.66	188.09	3.28	0.00	737.25	2
17/10/2018	1070	Receipt	Banked		34.28	0.00	11.66	0.00	4.06	50.00	3
20/11/2018		Unalloc money allocation		Levy Posting	2.98	0.00	1.08	0.00	4.06	0.00	4
11/07/2019	1146	Receipt	Banked		124.66	0.00	9.34	0.00	0.00	134.00	4
25/07/2019	1149	Receipt	Banked		98.24	0.00	35.76	0.00	0.00	134.00	4
08/08/2019	1151	Receipt	Banked		92.12	6.12	33.53	2.23	0.00	134.00	4
22/08/2019	1153	Receipt	Banked		95.99	2.25	34.94	0.82	0.00	134.00	4
02/09/2019	1154	Receipt	Banked		2,035.01	1.77	740.75	0.64	456.17	3,234.34	4
05/09/2019	1155	Receipt	Banked		0.00	0.00	0.00	0.00	134.00	134.00	5
19/09/2019	1157	Receipt	Banked		0.00	0.00	0.00	0.00	134.00	134.00	5
27/09/2019		Unalloc money allocation		Levy Posting	482.64	0.00	241.53	0.00	(724.17)	0.00	6
03/10/2019	1161	Receipt	Banked		89.31	0.00	44.69	0.00	0.00	134.00	6
17/10/2019	1170	Receipt	Banked		89.31	0.00	44.69	0.00	0.00	134.00	7
31/10/2019	1177	Receipt	Banked		89.31	0.00	44.69	0.00	0.00	134.00	7
14/11/2019	1179	Receipt	Banked		89.31	0.00	44.69	0.00	0.00	134.00	8
28/11/2019	1181	Receipt	Banked		89.31	0.00	44.69	0.00	0.00	134.00	8
12/12/2019	1185	Receipt	Banked		89.31	0.00	44.69	0.00	0.00	134.00	9
27/12/2019	1190	Receipt	Banked		89.30	0.00	44.70	0.00	0.00	134.00	9
09/01/2020	1197	Receipt	Banked		89.31	0.00	44.69	0.00	0.00	134.00	10

Balance Sheet

As at 14/01/2020

Owners Strata Plan 45812 Carina Bay Estate, 17 Binya Place, COMO NSW 2226

Current period

Owners' funds

Administrative Fund

Operating Surplus/(Deficit)--Admin	7,936.01
Owners Funds at Start of Year--Admin	22,424.60
	30,360.61

Capital Works Fund

Operating Surplus/(Deficit)--Capital Works	6,256.90
Owners Funds at Start of Year--Capital Works	40,639.89
	46,896.79

Net owners' funds

\$77,257.40

Represented by:

Assets

Administrative Fund

Cash at Bank--Admin	26,674.43
Receivable--Levy Arrears--Ordinary--Admin	3,708.29
	30,382.72

Capital Works Fund

Cash at Bank--Capital Works	45,052.14
Receivable--Levy Arrears--Ordinary--CPT WRKs	1,855.71
	46,907.85

Unallocated Money

0.00

Total assets

77,290.57

Less liabilities

Administrative Fund

Prepaid Levies--Admin	22.11
	22.11

Capital Works Fund

Prepaid Levies--Capital Works	11.06
	11.06

Unallocated Money

0.00

Total liabilities

33.17

Net assets

\$77,257.40

Statement of Income and Expenditure
for the financial year-to-date
01/07/2019 to 14/01/2020

Jameson & Associates Unit Services Pty Ltd
200/1101 (1st fl)
40 Harbour Street (Cnr Millers Road)
Mosman NSW 2088
PO Box 1001 1st Junction NSW 2088
Telephone: 02 9967 1300
Facsimile: 02 9967 0611
Info@jamesons.com.au
Web: jamesons.com.au

Owners Strata Plan 45812

Carina Bay Estate, 17 Binya Place, COMO NSW
2226

Administrative Fund

Current period

01/07/2019-14/01/2020

Revenue

Insurance--Claims--Receipts	1,029.00
Interest on Arrears--Admin	52.57
Levies Receivable--Ordinary-- Admin	37,500.00
Status Certificate Fees	119.90

Total revenue	38,701.47
----------------------	------------------

Less expenses

Admin--Agent Disbursements	1,009.67
Admin--Agent--Management Fees--Additional	1,672.00
Admin--Agent--Management Fees--Standard	4,783.38
Admin--Bank Charges--Account Fees	28.15
Admin--Legal & Debt Collection Fees	254.00
Admin--Other Expenses--General--Admin	1,045.00
Admin--Status Certificate Fees Paid	119.90
Insurance--Building Insurance Premiums	11,531.38
Insurance--Building Valuation Fee	305.00
Maint Bldg--Building--General Repairs	132.00
Maint Bldg--Electrical--General Repairs	198.00
Maint Bldg--Gutters & Downpipes	2,200.00
Maint Bldg--Insurance Claims--Payments	1,529.00
Maint Bldg--Pest/Vermin Control	1,892.00
Maint Bldg--Plumbing--General Repairs	253.00
Maint Bldg--Roof	205.00
Maint Grounds--Lawns & Gardening	3,084.00
Utility--Electricity Supply	451.18
Utility--Rubbish Removal/Garbage Rates	72.80

Total expenses	30,765.46
-----------------------	------------------

Surplus/Deficit	7,936.01
------------------------	-----------------

Opening balance	22,424.60
-----------------	-----------

Closing balance	\$30,360.61
------------------------	--------------------

Capital Works Fund

Current period

01/07/2019-14/01/2020

Revenue

Interest on Arrears--Capital Works	20.71
Levies Receivable--Ordinary--Capital Works	17,060.70
<i>Total revenue</i>	<u>17,081.41</u>

Less expenses

Admin--Taxation Services	220.00
Maint Bldg--Driveway/s, Paths	2,861.76
Maint Bldg--Electrical	4,950.00
Maint Bldg--Plumbing & Drainage	2,792.75
<i>Total expenses</i>	<u>10,824.51</u>

Surplus/Deficit

6,256.90

Opening balance

40,639.89

Closing balance

\$46,896.79

Owners Strata Plan 45812

Carina Bay Estate, 17 Binya Place, COMO NSW 2226

Date	Details	Payee	Group	Amount	Status	Type	Ref.No.	Payment No.
------	---------	-------	-------	--------	--------	------	---------	-------------

Capital Works Fund

Admin-Taxation Services 257500
06/12/2019 Prepare & Lodge Income Tax Return December 2019

Jameson and Associates Unit Services Pty Ltd
220.00 Paid DE 000858
\$220.00

Maint Bldg-Driveway's, Paths 264620
28/11/2018 Deposit - Driveway-rockwalls remedial works - Depo

Serene Lifestyle Properties
2,861.76 Paid DE 2010 000856
\$2,861.76

Maint Bldg-Electrical 264800
28/10/2018 Supply & Replace 20x Light Fittings

Sprint Electrical
4,950.00 Paid DE 6004 000849
\$4,950.00

Maint Bldg-Plumbing & Drainage 272200
31/10/2018 Stormwater Leak In Lower Floor Unit 11

Gabriel Smik
2,792.75 Paid DE 0014 000851
\$2,792.75

Total expenses \$10,824.51

Where an invoice status is Paid and no payment number is displayed the payment has been made outside of the reporting period.

STATEMENT OF INCOME AND EXPENDITURE
for the Financial Year-to-Date 01 July 2018 to 30 June 2019



Owners Strata Plan 45812
'Carina Bay Estate', 17 Binya Place COMO NSW 2226
ABN: 22 942 235 108

ADMINISTRATIVE FUND		Current Period (\$)	Previous Year (\$)
		01/07/2018-30/06/2019	01/07/2017-30/06/2018
CoA	Revenue		
142500	Interest on Arrears – Admin	112.21	40.11
143000	Levies Receivable – Ordinary – Admin	50,000.00	49,625.35
144000	Miscellaneous Income – Admin	0.00	119.90
146500	Status Certificate Fees	119.90	119.90
	Total Revenue	50,232.11	49,905.26
CoA	Less Expenditure		
153800	Admin – Agent Disbursements	1,648.01	267.28
153900	Admin – Agent – Management Fees – Additional	1,652.00	1,824.00
154000	Admin – Agent – Management Fees – Standard	8,200.08	8,200.08
151401	Admin – Bank Charges – Account Fees	44.30	49.45
153200	Admin – Legal & Debt Collection Fees	66.00	(28.60)
153210	Admin – Legal Fees – Other	72.60	0.00
156000	Admin – Status Certificate Fees Paid	119.90	119.90
159100	Insurance – Building Insurance Premiums	13,823.49	10,503.00
161100	Maint Bldg – Building – General Repairs	4,146.40	5,082.00
163000	Maint Bldg – Cleaning	0.00	110.00
164800	Maint Bldg – Electrical – General Repairs	726.00	0.00
165000	Maint Bldg – Electrical – Globes & Tubes	72.37	0.00
166600	Maint Bldg – Garage Doors	690.00	1,558.50
167800	Maint Bldg – Gutters & Downpipes	4,400.00	4,411.00
170600	Maint Bldg – Locks, Keys & Card Keys	358.05	0.00
172000	Maint Bldg – Pest/Vermin Control	0.00	0.00
172200	Maint Bldg – Plumbing – General Repairs	0.00	547.80
167200	Maint Bldg – Repairs & Maintenance	0.00	0.00
172800	Maint Bldg – Roof	0.00	610.00
177600	Maint Grounds – Gates	0.00	0.00
178400	Maint Grounds – Lawns & Gardening	4,479.55	4,565.35
190200	Utility – Electricity Supply	855.02	1,240.09
191200	Utility – Water & Sewerage	16.52	18.32
	Total Expenditure	41,370.29	39,078.17
	Surplus/(Deficit)	8,861.82	10,827.09
	Opening Balance	13,562.78	2,735.69
	Closing Balance	22,424.60	13,562.78

The above statement should be read in conjunction with the accompanying notes

STATEMENT OF INCOME AND EXPENDITURE
for the Financial Year-to-Date 01 July 2018 to 30 June 2019



Owners Strata Plan 45812
'Carina Bay Estate', 17 Binya Place COMO NSW 2226
ABN: 22 942 235 108

SINKING FUND		Current Period (\$)	Previous Year (\$)
		01/07/2018-30/06/2019	01/07/2017-30/06/2018
CoA	Revenue		
242000	Insurance Claims Receipts	0.00	22,828.80
242500	Interest on Arrears – Capital Works	40.13	13.76
242300	Interest – Bank	87.36	0.00
243000	Levies Receivable – Ordinary – Capital Works	17,900.00	17,000.00
	Total Revenue	18,027.49	39,842.56
CoA	Less Expenditure		
257500	Admin – Taxation Services	220.00	0.00
262500	Maint Bldg – Child Safety Window Locks	0.00	984.00
264200	Maint Bldg – Consultants	0.00	693.00
264800	Maint Bldg – Electrical	9,900.00	0.00
271600	Maint Bldg – Painting & Surface Finishes	0.00	506.00
272800	Maint Bldg – Roof Maintenance	4,200.00	0.00
279210	Maint Grounds – Retaining Walls	0.00	12,783.81
280000	Maint Grounds – Tree Lopping/Removal	4,950.00	4,400.00
	Total Expenditure	19,270.00	19,366.81
	Surplus/(Deficit)	(1,242.51)	20,475.75
	Opening Balance	41,882.40	21,406.65
	Closing Balance	40,639.89	41,882.40

The above statement should be read in conjunction with the accompanying notes

Income & Expenditure Statement for the financial year to 30/06/2017

The Owners--Strata Plan 45812

Carina Bay Estate, 17 Binya Place, COMO NSW
2226

Administrative Fund

Current period Annual budget

01/07/2016-30/06/2017 01/07/2016-30/06/2017

Revenue

Insurance Claims	2,034.50	0.00
Interest on Arrears--Admin	154.10	0.00
Levies Due--Admin	46,949.90	48,500.00
Status Certificate Fees	119.90	0.00
Transfer from Capital Works Fund	7,542.83	0.00

<i>Total revenue</i>	56,801.23	48,500.00
----------------------	-----------	-----------

Less expenses

Admin--Agent Disbursements	1,382.46	0.00
Admin--Agent Disburst--After hours meeting	0.00	260.00
Admin--Agent Disburst--Insurance Claim	132.00	0.00
Admin--Agent Disburst--Levy Notice Email	16.40	15.00
Admin--Agent Disburst--Levy Notice Printing	206.80	0.00
Admin--Agent Disburst--Remittance Advice	50.71	0.00
Admin--Agent Disburst--Tax Returns	495.00	150.00
Admin--Auditors--Audit Services	110.00	0.00
Admin--Bank Charges--Account Fees	34.20	0.00
Admin--Management Fees--Standard	5,753.91	5,580.00
Admin--Other Expenses-- Schedule B	508.99	1,000.00
Admin--Other Expenses-- Schedule C	24.20	200.00
Admin--Other Expenses-- Schedule D	229.95	200.00
Admin--Reports	750.00	0.00
Admin--Status Certificate Fees Paid	239.80	0.00
Insurance--Premiums	10,199.00	13,000.00
Maint Bldg--Building Report	715.00	0.00
Maint Bldg--Electrical Lamps & Tubes	0.00	200.00
Maint Bldg--Garage Doors	0.00	200.00
Maint Bldg--Gate repairs/service	1,010.00	2,500.00
Maint Bldg--General Repairs	0.00	5,000.00
Maint Bldg--Gutters & Downpipes	2,200.00	2,500.00
Maint Bldg--Miscellaneous	22.00	0.00
Maint Bldg--Pest/Vermin Control	0.00	500.00
Maint Bldg--Plumbing & Drainage	2,788.50	6,000.00
Maint Bldg--Plumbing--Burst Pipes	715.00	0.00
Maint Bldg--Roof	14,575.00	1,000.00
Maint Grounds-- Gardening	8,730.42	4,700.00
Maint Grounds--Council Tree Application	150.00	0.00
Maint Grounds--Fencing--Boundary	(4,695.50)	0.00

Administrative Fund

	Current period	Annual budget
	01/07/2016-30/06/2017	01/07/2016-30/06/2017
Maint Grounds--Plants & Trees	43.50	0.00
Maint Grounds--Tree Lopping/Removal	495.00	0.00
Utility--Electricity	1,077.15	1,100.00
Utility--Water & Sewerage	16.27	30.00
<i>Total expenses</i>	<u>47,975.76</u>	<u>44,135.00</u>
Surplus/Deficit	<u>8,825.47</u>	<u>4,365.00</u>
Opening balance	(3,385.78)	(3,385.78)
Closing balance	<u>\$5,439.69</u>	<u>\$979.22</u>

Capital Works Fund**Current period Annual budget**

01/07/2016-30/06/2017 01/07/2016-30/06/2017

Revenue

Interest on Arrears--Capital Works	57.95	0.00
Levies Due--Capital Works	16,803.00	17,000.00
<i>Total revenue</i>	<u>16,860.95</u>	<u>17,000.00</u>

Less expenses

Admin--Transfer to Admin Fund	7,542.83	0.00
Maint Bldg - General Repairs	770.00	1,500.00
Maint Bldg--General Replacement	0.00	5,000.00
Maint Bldg--Plumbing & Drainage	1,122.00	0.00
Maint Grounds--Fencing	10,147.50	0.00
<i>Total expenses</i>	<u>19,582.33</u>	<u>6,500.00</u>

Surplus/Deficit

	<u>(2,721.38)</u>	<u>10,500.00</u>
--	-------------------	------------------

Opening balance	24,128.03	24,128.03
-----------------	-----------	-----------

Closing balance

	<u>\$21,406.65</u>	<u>\$34,628.03</u>
--	---------------------------	---------------------------



DOON-GARA
STRATA

Doon-Gara Strata & Property Consultants Pty Ltd
PO Box 204, MIRANDA NSW 1490 - Level 1, 29 Kiora Road, MIRANDA NSW 2228
Eadmin@doongara.com.au T 1300 727 401
F 02 944 0146 Emergency 0410 426 786
ABN 72158 426 050 www.doongara.com.au

Income & Expenditure Statement for the financial year to 30/06/2016

Strata Plan 45812

Carina Bay Estate, 17 Binya Place, COMO NSW
2226

Administrative Fund

	Current period 01/07/2015-30/06/2016	Annual budget 01/07/2015-30/06/2016
Revenue		
Interest on Arrears--Admin	125.03	0.00
Levies Due--Admin	41,696.90	45,000.00
<i>Total revenue</i>	<u>41,821.93</u>	<u>45,000.00</u>
Less expenses		
Admin--Agent Disbursements	1,296.76	1,300.00
Admin--Agent Disburst--After hours meeting	265.00	267.75
Admin--Agent Disburst--Levy Notice Email	12.00	0.00
Admin--Agent Disburst--Levy Notice Printing	195.00	0.00
Admin--Agent Disburst--Postage	130.50	0.00
Admin--Agent Disburst--Printing	408.10	50.00
Admin--Agent Disburst--Remittance Advice	74.68	0.00
Admin--Agent Disburst--Tax Returns	148.50	148.50
Admin--Agent Disburst--Telephone/Fax calls	1.10	0.00
Admin--Auditors--Audit Services	177.00	0.00
Admin--Bank Charges	16.95	0.00
Admin--Legal & Debt Collection Fees	30.00	0.00
Admin--Management Fees--Standard	5,338.05	5,402.25
Admin--Other Expenses-- Schedule D	346.50	500.00
Insurance--Premiums	11,326.00	12,000.00
Insurance--Valuation	627.00	0.00
Maint Bldg--Electrical Lamps & Tubes	0.00	180.00
Maint Bldg--Garage Doors	0.00	200.00
Maint Bldg--Gate repairs/service	2,212.75	3,900.00
Maint Bldg--General Repairs	3,930.78	5,000.00
Maint Bldg--Gutters & Downpipes	6,413.00	1,000.00
Maint Bldg--Pest/Vermin Control	0.00	500.00
Maint Bldg--Plumbing & Drainage	7,092.85	6,000.00
Maint Bldg--Roof	473.00	2,000.00
Maint Grounds-- Gardening	4,597.25	3,500.00
Maint Grounds--Lawns and Edges	80.62	0.00
Maint Grounds--Tree Lopping/Removal	6,600.00	0.00
Utility--Electricity	996.29	1,100.00
Utility--Water & Sewerage	18.05	50.00
<i>Total expenses</i>	<u>62,797.73</u>	<u>43,098.50</u>
Surplus/Deficit	<u>(10,975.80)</u>	<u>1,901.50</u>

Strata Plan 45812

Carina Bay Estate, 17 Binya Place, COMO NSW
2226

Administrative Fund

	Current period 01/07/2015-30/06/2016	Annual budget 01/07/2015-30/06/2016
Opening balance	7,590.02	7,590.02
Closing balance	<u><u>-\$3,385.78</u></u>	<u><u>\$9,491.52</u></u>

Capital Works Fund

	Current period 01/07/2015-30/06/2016	Annual budget 01/07/2015-30/06/2016
Revenue		
Interest on Arrears--Capital Works	50.48	0.00
Levies Due--Capital Works	16,212.00	16,500.00
<i>Total revenue</i>	<u>16,262.48</u>	<u>16,500.00</u>
Less expenses		
Maint Bldg - General Repairs	490.00	1,500.00
Maint Bldg--General Replacement	5,580.00	4,462.50
Maint Grounds--Fencing	(1,284.25)	0.00
<i>Total expenses</i>	<u>4,785.75</u>	<u>5,962.50</u>
Surplus/Deficit	<u>11,476.73</u>	<u>10,537.50</u>
Opening balance	12,651.30	12,651.30
Closing balance	<u><u>\$24,128.03</u></u>	<u><u>\$23,188.80</u></u>



BIV REPORTS PTY LIMITED

Asbestos Reports · WHS Reports · Building Insurance Valuations · Capital Works Fund Plans

ABN 60 508 188 246

10 YEAR CAPITAL WORKS FUND PLAN

MAY 2019



370 MILLER STREET, CAMMERAY :: SP52898



PO Box 2230
Nth Parramatta 1750
biv@biv.com.au
www.biv.com.au

Certified Property Professionals

Fax: 1300 766 180 or 02 9890 2201

Ph: 1300 107 280 or 02 9114 9800



strata
community
australia®
Members NSW, QLD, VIC

Liability limited by a scheme approved under Professional Standards Legislation

10 Year Capital Works Fund Forecast – Costs Estimates (includes GST)

Capital Works Fund Forecast for:			370 Miller Street, Cammeray				Date commencing:				30 April 2019				Strata Plan:			
															SP52898			
															Today's date:			
						End of Year 1	End of Year 2	End of Year 3	End of Year 4	End of Year 5	End of Year 6	End of Year 7	End of Year 8	End of Year 9	End of Year 10			
Ser-ial	Item	Current Cost Estimate	Approx year required	Escalated amount		Apr-20	Apr-21	Apr-22	Apr-23	Apr-24	Apr-25	Apr-26	Apr-27	Apr-28	Apr-29			
1	Structure																	
2	Roof	\$11,000	5	\$14,039						\$14,039								
3	Long term capital items	\$5,500	10	\$11,874											\$11,874			
4	Appendages																	
5	Windows	\$5,000	8	\$9,255									\$9,255					
6	Common prop. lighting	\$3,000	3	\$3,473				\$3,473										
7	Garage doors	\$12,000	7	\$20,566								\$20,566						
8	Timberwork																	
9	Clothes line	\$1,000	2	\$1,103			\$1,103											
10	Guttering & downpipes	\$7,500	4	\$9,116					\$9,116									
11	Common prop. doors	\$4,000	4	\$4,862					\$4,862									
12	Security garage door	\$2,500	7	\$4,285								\$4,285						
13	External balustrade	\$3,000	5	\$3,829						\$3,829								
14	Inside																	
15	Internal painting	\$10,000	6	\$15,869							\$15,869							
16	Carpet	\$9,000	2	\$9,923			\$9,923											
17	Security system	\$5,000	5	\$6,381						\$6,381								
18	Internal balustrade	\$12,000	2	\$13,230			\$13,230											
19	Outside																	
20	External painting	\$30,000	6	\$47,606							\$47,606							
21	Landscaping	\$2,500	3	\$2,894				\$2,894										
22	Fences	\$4,000	9	\$7,996										\$7,996				
23	Retaining walls	\$3,500	3	\$4,052				\$4,052										
24	Sealing concrete areas (1)																	
25	Sealing concrete areas (2)																	
26	Trip hazards	\$500	1	\$525		\$525												
27	Storm water drains	\$2,000	8	\$3,702									\$3,702					
28	Pavers	\$5,000	3	\$5,788				\$5,788										
29	Driveway	\$10,000	9	\$19,990										\$19,990				
30	Brickwork	\$3,000	7	\$5,141								\$5,141						
31	Mail boxes	\$1,000	6	\$1,587							\$1,587							
Total Estimate (rounded)			\$152,000	\$227,085	\$525	\$24,255	\$16,207	\$13,978	\$24,249	\$65,062	\$29,992	\$12,957	\$27,986	\$11,874				

10 Year Capital Works Fund Forecast – Reasoning for Costs Estimates (includes GST)

Page 4

Capital Works Fund Forecast for:				370 Miller Street, Cammeray	Date commencing:	30 April 2019	Strata Plan:	SP52898
							Today's date:	14 May 2019
Ser- ial	Item	Current Cost Estimate	Approx year required	Comments (Allowance for)				
1	Structure							
2	Roof	\$11,000	5	Repair of the roof				
3	Long term capital items	\$5,500	10	Contribution towards the replacement of the long term capital items				
4	Appendages							
5	Windows	\$5,000	8	Contribution towards the repair of the windows				
6	Common prop. lighting	\$3,000	3	Contribution towards the replacement of the common prop. lighting				
7	Garage doors	\$12,000	7	Contribution towards the renewal of the garage doors				
8	Timberwork							
9	Clothes line	\$1,000	2	Contribution towards the renewal of the clothes line				
10	Guttering & downpipes	\$7,500	4	Contribution towards the repair of the guttering & downpipes				
11	Common prop. doors	\$4,000	4	Contribution towards the renewal of the common prop. doors				
12	Security garage door	\$2,500	7	Contribution towards the renewal of the security garage door				
13	External balustrade	\$3,000	5	Contribution towards the renewal of the external balustrade				
14	Inside							
15	Internal painting	\$10,000	6	Contribution towards the renewal of the internal painting				
16	Carpet	\$9,000	2	Contribution towards the replacement of the carpet				
17	Security system	\$5,000	5	Contribution towards the repair of the security system				
18	Internal balustrade	\$12,000	2	Contribution towards the renewal of the internal balustrade				
19	Outside							
20	External painting	\$30,000	6	Contribution towards the renewal of the external painting				
21	Landscaping	\$2,500	3	Allowance for the renewal of the landscaping				
22	Fences	\$4,000	9	Contribution towards the replacement of the fences				
23	Retaining walls	\$3,500	3	Contribution towards the renewal of the retaining walls				
24	Sealing concrete areas (1)							
25	Sealing concrete areas (2)							
26	Trip hazards	\$500	1	Removal of any trip hazards				
27	Storm water drains	\$2,000	8	Contribution towards the renewal of the storm water drains				
28	Pavers	\$5,000	3	Contribution towards the renewal of the pavers				
29	Driveway	\$10,000	9	Contribution towards the renewal of the driveway				
30	Brickwork	\$3,000	7	Contribution towards the renewal of the brickwork				
31	Mail boxes	\$1,000	6	Contribution towards the renewal of the mail boxes				
	Total Estimate (rounded)	\$152,000						

Recommended Annual Capital Works Fund Payment

SP52898

Page 5

370 Miller Street, Cammeray

End of Year	Year Ending	Recommended Capital Works Fund Payment	Annual % change in Capital Works Fund Payment	Adjustment to Capital Works Fund Payment (increase/decrease)	CW/Fund Balance + Interest + Annual CW/Fund Payment	Costs in each year refer to the table above (page 3)	Capital Works Fund Balance	Interest on the Capital Works Fund Balance
A	B	C	D	E	F	G	H	I
					H+I+C		F-G	2.75%
1	Apr-20	\$22,668			\$63,202	\$525	\$39,450	\$1,085
2	Apr-21	\$23,348	3.00%		\$87,749	\$24,255	\$62,677	\$1,724
3	Apr-22	\$24,048	3.00%		\$89,288	\$16,207	\$63,494	\$1,746
4	Apr-23	\$24,769	3.00%		\$99,860	\$13,978	\$73,081	\$2,010
5	Apr-24	\$25,512	3.00%		\$113,756	\$24,249	\$85,882	\$2,362
6	Apr-25	\$26,278	3.00%		\$118,246	\$65,062	\$89,507	\$2,461
7	Apr-26	\$27,066	3.00%		\$81,713	\$29,992	\$53,184	\$1,463
8	Apr-27	\$27,878	3.00%		\$81,021	\$12,957	\$51,721	\$1,422
9	Apr-28	\$28,715	3.00%		\$98,651	\$27,986	\$68,065	\$1,872
10	Apr-29	\$29,576	3.00%		\$102,184	\$11,874	\$70,665	\$1,943
11	Apr-30	\$30,463	3.00%		\$123,257		\$90,310	\$2,484
							\$123,257	\$3,390

Note: some figures may be rounded

Assumptions	
Base Annual Capital Works Fund contribution for Capital Items	\$22,668
Buffer (or adjustment to the base annual contribution)	
Recommended Annual Capital Works Fund Contribution (After Buffer)	\$22,668
Current Annual Capital Works Fund contribution (as instructed)	\$27,000
Current Capital Works Fund Balance (as instructed)	\$39,450
Annual Capital Works Fund Payment increase rate	3.00%
Adopted Investment Rate after tax	2.75%

The above table represents our Recommendation of the Annual Capital Works Fund Payments for the next 11 years. Column F includes the Capital Works Fund Balance as at the end of the previous year plus any interest earned plus the Recommended Capital Works Fund Payment for the current year. Column C (Recommended Capital Works Fund Payment) may include Extra Costs Payments (positive adjustment) or reductions in the Recommended Capital Works Fund Payment (negative adjustment) to ensure that the Capital Works Fund Balance remains positive in each year.

MINUTES OF AN ANNUAL GENERAL MEETING FOR THE OWNERS - STRATA PLAN 45812

ADDRESS OF THE STRATA SCHEME: Carina Bay Estate, 17 Binya Place, COMO NSW 2226

DATE, PLACE & TIME OF MEETING: An Annual General Meeting of The Owners - Strata Plan 45812 was held at Unit 18, 17 Binya Place COMO on Wednesday, 25 September 2019 at 7:00 AM.

PRESENT:

Lot #	Unit #	Attendance	Owner Name Representative
5	5	Yes	Ms M Cartwright & Mr J Lumb
6	6	Yes	Nicholson, J
10	10	Yes	Mr M Garavaglia & Ms S Verchiani
11	11	Yes	Smik, G & Turner, K J
12	12	Yes	Severino, L M
16	16	Yes	Douglas, P Proxy to K Turner
17	17	Yes	B Storey
18	18	Yes	Dr G Vio & Ms A Iseda
20	20	Yes	R Verlaan Proxy to E Park

IN ATTENDANCE: Esther Park on behalf of Jamesons Strata Management.

CHAIRPERSON: Esther Park acted as Chairperson of the meeting.

QUORUM: The Chairperson declared that there was a quorum present and opened the meeting at 7:04 PM.

MOTIONS:

1 Minutes of Previous General Meeting

RESOLVED that the Minutes of the previous General Meeting held 17/10/2018 be confirmed as a true and accurate account of the proceedings of that Meeting.

2 Annual Statement of Accounts

RESOLVED that the Annual Statement of Accounts for the Administrative Fund and Capital Works Fund (and any other Fund prepared by the Owners Corporation) for the year ended 30/06/2019 be received and adopted.

3 Proposed Annual Budget (Estimated Receipts & Payments)

RESOLVED that the proposed annual estimates of expenditure for the year ending 30/06/2020 be received and adopted and that contributions be determined as follows: -

(a) **RESOLVED** that contributions to the Administrative Fund are estimated in accordance with Section 79 (1) and determined in accordance with Section 81 (1) of the Strata Schemes Management Act 2015 at: -

\$50,000.00; and

(b) **RESOLVED** that contributions to the Capital Works Fund are based upon the latest Capital Works Fund Report, and are estimated in accordance with Section 79 (2) and determined in accordance with Section 81 (1) of the Strata Schemes Management Act 2015 at: -

\$25,020.00; and

(c) **RESOLVED** that both contributions be paid in regular equal quarterly instalments, and be due and payable as follows, and continue to be paid as above until otherwise determined by the Owners Corporation:

1/10/2019, 1/01/2020, 1/04/2020, 1/07/2020.

4 Audit of Accounts

THE MOTION, "That the Financial Statement of Accounts of the Owners Corporation be audited for the ensuing year and an appropriately qualified person appointed." **WAS DEFEATED.**

NB: An audit is required if the total income of the strata scheme exceeds, or is likely to exceed, \$250,000.00.

5 Capital Works Fund Plan

RESOLVED that the Owners Corporation: -

- Prepare and/or review the current Capital Works Fund 10 year plan; and
- Engage a suitably qualified consultant to assess the major capital works and general maintenance requirements of the building;
- Submit that Report to the Strata Committee to determine appropriate action; and
- Delegate to the strata managing agent the authority to undertake any additional functions in accordance with their Agency Agreement to obtain necessary quotations and engage contractors to prepare the Report and any other work as approved by the Strata Committee.

NB: Date that Capital Works Fund Plan is due to be updated - September 2022

6 Levy Recovery

RESOLVED that the Owners Corporation for the purpose of collecting overdue levy contributions, interest and related expenses thereon and pursuant to the Act (including Section 103 (3) (b), authorise the Strata Managing Agent and/or the Strata Committee to do any of the following: -

a) any previous motion relative to levy recovery be repealed;

b) Levy Recovery Stage 1: issue a Reminder Notice after 31 days from the levy due date for debts in excess of \$200.00;

c) Levy Recovery Stage 2: issue Final Notice after 60 days from the levy due date for debts in excess of \$200.00;

d) Levy Recovery Stage 3: after 90 days from the original date the levy was due, and where the debt is in excess of \$500.00, appoint the services of a debt collection agency, obtain legal advice and/or retain legal representation of solicitors, barristers and/or experts on behalf of The Owners - Strata Plan 45812 to issue a letter of demand and/or to commence, pursue, continue to defend any court, tribunal or any other proceedings against any lot owner, mortgagee in possession and/or former lot owner in relation to all matters arising out of the recovery of levy contributions and the recovery of other debts, including penalties, interest, legal and other costs;

e) Enforce any judgment obtained in the collection of levy contributions including commencing and maintaining bankruptcy or winding up proceedings;

f) Filing an appeal or defending an appeal against any judgment concerning the collection of levy contributions; and

g) Liaise, instruct and prepare all matters with the Owners Corporation's debt collection agents, lawyers and/or experts in relation to any levy recovery proceedings.

And further that;

Subject to the agreement of the Strata Committee, the Owners Corporation agree to enter into payment plans for the recovery of outstanding levy contributions in accordance with the provisions of Section 85(5) of the Strata Schemes Management Act 2015.

7 Insurances

(a) General Insurances

RESOLVED that the Owners Corporation note and confirm the general insurance cover as effected over the strata scheme and detailed in the meeting agenda.

(b) Insurance Quotations

RESOLVED that the Owners Corporation authorise and delegate to the Strata Committee and Strata Managing Agent the function of obtaining three (3) quotations for insurance over the strata scheme and further that the Strata Managing Agent be authorised and directed to arrange appropriate cover.

(c) Office Bearers Liability Insurance

RESOLVED that the Owners Corporation effects/renews Office Bearer's Liability insurance to cover office holders and/or Committee members from damages claims arising as a result of an act of omission, committed or omitted in good faith in performing the functions of their office, at the existing level of cover as shown in the Insurance Summary contained within the notice of the Annual General Meeting or such other limit that may be determined by the meeting.

(d) Valuation

RESOLVED that the Strata Managing Agent be authorised to arrange an annual revaluation of the building for insurance purposes for replacement.

8 Commissions and Training Services

RESOLVED that the below information be received from the Strata Managing Agent on commissions and training services received in the last 12 months and the estimate of commissions and training services to be received in the next 12 months: -

(a) Commission was received totalling **\$0 (nil)** in the past 12 months, and it is estimated an amount of **\$0 (nil)** is likely to be received in the next 12 months.

NOTE: Jamesons rebates all insurance commission directly back to the strata scheme. This rebated amount lowers the insurance policy premium payable by the Owners Corporation.

The total Insurance Commission rebate for the Owners Corporation for the year was: .

9 Fire Safety

RESOLVED that the Owners Corporation engage a suitably qualified consultant/fire contractor to carry out a Fire Safety inspection and, if applicable prepare an Annual Fire Safety Statement (AFSS) in accordance with the provisions of the Environmental Planning and Assessment Act 1979, and;

(a) that any essential maintenance/renewal of fire safety measures be reported to the Strata Committee, and;

(b) that the Strata Committee be authorised to seek quotations and engage contractors to remedy any deficiencies, and, if applicable arrange for an AFSS to be signed by a competent person on behalf of the strata scheme for lodgement with local Council and the Fire Commissioner.

10 Restrictions on Committee

RESOLVED that, for the purposes of Section 36(3) of the Strata Schemes Management Act 2015, there be no special restrictions placed on the Strata Committee in relation to matters which the Committee is authorised to decide without referral to a General Meeting.

OR

THE MOTION, "That, for the purpose of Section 36(3) of the Strata Schemes Management Act, 2015, the Strata Committee is directed to refer the following matters to a General Meeting of owners for approval." **LAPSES.**

11 Election of Strata Committee

RESOLVED that nominations be received for election of the Strata Committee.

N.B. Members must be financial to be eligible for appointment or election to the Strata Committee and consent to the nomination.

(a) Nominations already received prior to this meeting are as follows: Lot 12 - L Severino

(b) That the Owners Corporation determine the number of members of the Strata Committee (not being more than 9) be seven (7).

(c) That the following persons be elected in accordance with the provisions of the Strata Schemes Regulation 2016, cl.9 and cl.10

Lot 5 M Cartwright

Lot 8 V Holters

Lot 10 M Garavaglia

Lot 11 K Turner

Lot 12 L Severino

Lot 16 P Douglas

Lot 18 G Vio

N.B. If the number of candidates is greater than the number decided upon by the meeting - a ballot is to be held

Noted: That the eligible tenant representative on the Strata Committee is: N/A

CLOSURE: There being no further business, the chairperson declared the meeting closed at 7:27 PM.

CHAIRPERSON

**MINUTES OF A STRATA COMMITTEE MEETING
FOR THE OWNERS - STRATA PLAN 45812**

ADDRESS OF THE STRATA SCHEME: Carina Bay Estate, 17 Binya Place, COMO NSW 2226

DATE, PLACE & TIME OF MEETING: A meeting of the Strata Committee of The Owners - Strata Plan 45812 was held on Wednesday, 25 September 2019 immediately following the Annual General Meeting at Unit 18, 17 Binya Place COMO.

PRESENT: Lot 5 - M Cartwright, Lot 8 - V Holters, Lot 10 - M Garavaglia, Lot 11 - K Turner, Lot 12 - L Severino, Lot 18 - G Vio.

CHAIRPERSON: Esther Park acted as Chairperson of the meeting.

QUORUM: The Chairperson declared that there was a quorum present and opened the meeting at 7:27 PM.

MOTIONS:

- 1 Minutes of the last meeting**
RESOLVED that the Minutes of the last Strata Committee Meeting be confirmed as a true record of the proceedings of that Meeting.
- 2 Appointment Chairperson, Secretary & Treasurer**
RESOLVED that, pursuant to Section 41 of the Strata Schemes Management Act, 2015:
 - (a) **RESOLVED** that K Turner be appointed Chairperson of the Strata Committee until the conclusion of the next Annual General Meeting.
 - (b) **RESOLVED** that P Douglas be appointed Secretary of the Strata Committee until the conclusion of the next Annual General Meeting.
 - (c) **RESOLVED** that G Vio be appointed Treasurer of the Strata Committee until the conclusion of the next Annual General Meeting.
- 3 Committee Liaison**
 - (a) **RESOLVED** that P Douglas be nominated to liaise with the Strata Managing Agent and be the schemes point of contact.
 - (b) **RESOLVED** that V Holters be nominated to liaise with the Strata Managing Agent and be the schemes substitute point of contact.
- 4 Property & Administrative Matters**
RESOLVED that any property and administrative matters presented be considered and accordingly dealt with by the Meeting.

Driveway rectification works was further discussed. There has been suggestions to change the current driveway wall with hedging system instead. V Holters to obtain quotes to provide the substitute option for the Committee to review. P Douglas to contact Darren in relation to when the current works will be starting in the interim.

CLOSURE: There being no further business, the chairperson declared the meeting closed at 7:48 PM.

CHAIRPERSON

STRATA PLAN 45812
17 BINYA PLACE COMO NSW

MINUTES OF STRATA COMMITTEE (SC) MEETING at Lot 16 on Thursday 29/08/2019

PRESENT: N Burton (lot 13), M Garavaglia (lot 10), K Turner (lot 11),
G Vio (lot 18), P Douglas (lot 16) **Observer:** G Smik (lot 11)

Meeting opened 7:02pm

1 APOLOGIES: M Cartwright (lot 5), V Holters (lot 8) no proxies

2 CORRESPONDENCE (NB: Js = emails from Jamesons to SC)

05/6 Js acknowledging receipt of May SC Minutes (noted)
06/6 Darren Ward advising rock wall repairs unlikely to require approval (Item 4.2)
11/6 Js with email from Lot 12 re roof (Item 5.2)
20/6 MC to Js re carpark notices (Item 4.5)
24/6 Js agreeing to send car parking Notices but also asking for rego no./photos (Item 4.5)
03/7 Js with Interim Reports (noted)
03/7 KT advising dead tree b/w lots 9 & 10 removed as per quote (noted)
03/7 Pestrid amended quote to include roof voids and courtyards (noted)
07/7 Sprint Electrical update (Item 4.1)
04,05,08,11,20/7 Js notices of termite inspection (Item 4.6)
27/7 Sutherland Council confirming no approval required for rock wall repairs (Item 4.2)
03/8 PD to Darren Ward requesting commencement timetable for rock wall repairs (Item 4.2)
16/8 Js suggesting AGM for Tues 17/9/2019 at 6pm (Item 5.1)
19/8 Js with Insurance Brokers recommendation (Item 5.3)
19/8 Js re 0 interest accounts but Macquarie now not charging 0 fees (noted)
22/8 Js new AGM date for 25/9/2019 (Item 5.1)
27/8 Js with Termite Inspection Report (Item 4.6)
27/8 PD to Js asking if all lots inspected (Item 4.6)

3 ACCOUNT BALANCE and financial commitments: As of 31/07/2019 net balance of Admin and Capital Works accounts was \$77,232 (that includes monies committed to driveway rock walls, stage 3 lights, stormwater materials lot 11).

4 MATTERS ARISING from SC Meeting 30/05/19 (outstanding only)

4.1 Common area lights: Unclear whether Stage 3 completed (except lights in section of rock wall to be repaired). Screws missing from top of second light coming up the stairs from the road.

Action: V Holters

4.2 Driveway rockwalls: Council's written advice that consent is not required was noted. Copy to be forwarded to Jamesons and placed on file. Darren Ward hopes to commence work in October.

Action: M Cartwright, Jamesons

4.3 Criteria for prioritising works: Spreadsheet to be recirculated for discussion.

Action: N Burton

4.4 Disconnected stormwater pipe lot11: SC approved materials to date of \$2300. Cost of materials for additional necessary works to be circulated by email for SC review/approval.

Action: K Turner

4.5 Visitor carpark: Despite recent Notices sent to those contravening By-Laws, unauthorised use of carpark by residents continues. Photos/regos to be sent to Jamesons.

Action: G Vio, Jamesons

4.6 Termite Inspection: carried out by Kevin Joyce Pest Management on 20 July 2019. No evidence of past or active termites found. Report does not indicate if all lots inspected (lot 11 was not). Payment should be limited to common areas and roof voids/courtyards actually inspected.

Action: Jamesons

5. **AGENDA**

- 5.1 **AGM:** To be held on Wednesday 25 September 2019 commencing 7pm at lot 18. G Vio thanked for hosting second year in a row. Agenda to be circulated.

Action: Jamesons

- 5.2 **Lot 12 roof:** K Turner discussed work with lot owner advising previous leaks repaired and future roof management to be discussed at AGM as part of capital works.

Action: Jamesons

- 5.3 **Insurance:** Agreed to go with CHU as recommended by Insurance brokers.

Action: Jamesons

6. **GENERAL BUSINESS**

- 6.1 **Jamesons web portal:** P Douglas reminded SC that the web portal is a handy source of information about levies paid and detailed account balances, reports etc. Other SC members appear to have mislaid their password. Jamesons to resend please.

Action: Jamesons

- 6.2 **Koppers logs adjacent steps near road:** Agreed to obtain advice from G Smit for repair options and quote.

Action: K Turner

Meeting closed at 7:50pm

**STRATA PLAN 45812
17 BINYA PLACE COMO NSW**

MINUTES OF STRATA COMMITTEE (SC) MEETING at Lot 16 on Thursday 30/05/2019

PRESENT: N Burton (lot 13), V Holters (lot 8), M Garavaglia (lot 10), K Turner (lot 11),
P Douglas (lot 16) **Observers:** G Holters, G Smik (lot 11)

Meeting opened 7:02pm

1 APOLOGIES: G Vio (lot 18), proxy to lot 16.

2 CORRESPONDENCE (NB: Js = emails from Jamesons to SC)

22/2 Js advice that Notice to fix whirly bird issued to lot 7 (noted)
26/2 KT re Gab spoke to Pristine and recommends not going ahead (discuss at 4.7)
27/2 SSC notice of clean up 18/3 (noted)
28/2 PD to Js requesting to hold Pristine work order (discuss at 4.7)
28/2 Sprint advice that they will urgently fix source of electrical fire (completed)
06/3 Js advice will propose 10% rate levy in next AGM (noted)
11/3 PD to Js re Phoenix Fire not knowing what needed for FSI (discuss at 4.1)
12/3 Js advice will follow up with Phoenix Fire (discuss at 4.1)
18/3 PD to Js re Eagle Fire not knowing what needed for FSI (discuss at 4.1)
18/3 Js advice lot 12 wants bathroom renos so will need EGM/By-Law (completed)
20/3 Js re SSC advice to remove dead Pittosporum b/w lots 9 & 10 (discuss at 5.1)
21/3 G Smik \$400 quote to trim trees, poison path weeds (discuss at 4.8)
21/3 Js draft By-Law lot 12 and EGM (completed)
22/3 Js clarified what Fire Safety Inspection entails (discuss at 4.1)
27/3 Js asking PD to sketch location of dead trees for SSC approval (completed)
02/4 Js (Paul Culbi in Esther's absence) issues raised about lot 12 roof (discuss at 4.7)
03/4 Js with interim reports (noted)
03/4 Js with Sprint \$4,950 invoice for stage 1 lights (approved)
04/4 SC response to Js re lot 12 roof issues (discuss at 4.7)
16/4 Js with SSC \$160 receipt for tree application (noted)
17/4 Js advice By-Law lot 12 registered (noted)
22/4 PD (on behalf of lot 19) Issues with unlawful parking (discuss at 4.6)
26/4 Js with Phoenix \$720/year quote to check smoke alarms (discuss at 4.1)
03/5 Js advice that if a building is not required to lodge an Annual Fire Safety Statement, Strata is not legally required to do more. Each lot owner is required to install/maintain smoke alarms (discuss at 4.1)
03/5 Js confirmation that our Owners Corp NOT required to submit AFSS (discuss at 4.1)
06/5 Darren Ward text that preparing paperwork for Js to commence rock wall repairs (discuss at 4.3)
07/5 Js thanking Victor for light updates (discuss at 4.2)
09/5 Js with SSC approval to remove dead trees in common area (discuss at 5.1)
10/5 Js with Sprint \$4950 invoice for stage 2 lights (approved)
13/5 Js with lot 4 request for 'credit' for bathroom renovations (discuss at 5.3)
13/5 Js with minutes of EGM (noted)
14/5 SC response to lot 4 request (discuss at 5.3)
14/5 Js resent lot 12 roof issues (discuss at 4.7)
15/5 PD to Js confirming SC response to lot 12 roof issues sent 4/4 (discuss at 4.7)
17/5 Js with 2 quotes for SSC approved trees but only one is for those, the second quote is for tree work on lot 2 (discuss at 5.1 & 5.2)
19/5 PD to Js seeking clarification as SC is unaware of lot 2 trees (discuss at 5.2)
20/5 VH to Js re process to repair rock wall (discuss at 4.3)
28/5 Js confirming SC reply to lot 12 issues forwarded (noted)
28/5 VH to Js asking for pest inspection quotes (discuss at 6.1)
29/5 Js with 3 quotes for pest inspections/treatment (discuss at 6.1)

3 ACCOUNT BALANCE and financial commitments: As of 31/05/2019 net balance of Admin and Capital Works accounts is \$61,732 that includes a minimum of \$38,229 committed to receivables, driveway rock walls, stage 3 lights, stormwater lot 11, dead tree, ground maintenance.

- 4 **MATTERS ARISING from SC Meeting 21/02/19** (outstanding only)
- 4.1 **Fire Safety Inspection** Jameson advised (5/5/19) that if a building is not required to lodge an Annual Fire Safety Statement (ASS), the Owners Corporation is not legally required to do more. Jameson confirmed that this complex does not need to submit an ASS. Each lot owner is required by law to install/maintain smoke alarms. Agreed no further SC action at this stage.
Action: All owners to note
- 4.2 **Common area lights:** V Holters advised Stages 1 & 2 completed. Stage 3 in progress (noted)
- 4.3 **Driveway rockwalls:** V Holters concerned whether Council consent required. Previous advice suggested not. Agreed to seek further advice. Hazard mesh installed in the interim.
Action: M Cartwright, G Smik, M Garavaglia
- 4.4 **Criteria for prioritising works:** N Burton and M Garavaglia to amalgamate two versions incorporating impact, risk and cost, then circulate to SC for discussion.
Action: N Burton, M Garavaglia
- 4.5 **Disconnected stormwater pipe lot11:** Excavations showed no drainage, ag pipe proposed to be installed, also legally required stink pipe for bathroom. Materials to date \$2250. Cost of materials for additional necessary works to be circulated by email for SC review/approval.
Action: K Turner
- 4.6 **Letter re visitor carpark:** Agreed to refer ongoing contravention of By-Laws to Jamesons.
Action: M Cartwright
- 4.7 **Roof/skylight repairs:** After discussion with Pristine, agreed not to proceed with their quote. In light of longterm roof replacement identified in Capital Works Program, agreed only spot repairs of leaks would be undertaken if/when required (noted).
- 4.8 **Grounds maintenance:** Paving weeds poisoned; agreed to ongoing work by G Smik for trimming smaller trees as per previously approved \$400 quote.
Action: G Smik
5. **AGENDA**
- 5.1 **Dead trees common area:** Council approval obtained. Quote received from Rennies. SCMTS, Bill&Ben also to quote. SC will select preferred quote via email and advise Jamesons (noted).
- 5.2 **Tree work lot 2:** Jamesons clarified quote was inadvertently sent to them instead of lot owner. Jamesons in ongoing discussion with lot owner. No SC action required at this stage (noted).
- 5.3 **Bathroom renovations lot 4:** Jamesons advised lot owner that work will require a By-Law and no credit is payable (noted).
6. **GENERAL BUSINESS**
- 6.1 **Pest Inspection:** Agreed to obtain a visual termite inspection. Three quotes need to be evaluated by SC via email and Jamesons advised of preferred tender. Agreed to address localised black ant problem. Appropriate product to be obtained from Bunnings and repaid from Strata.
Action: V Holters (Bunnings), P Douglas (tabulate/summarise termite quotes)
- 6.2 **Bin volunteers:** Notice calling for more volunteers remains in bin area but no response to date. Owners of lots 3 and 18 are gratefully recognised for their ongoing work. Owner of lot 16 will put green bins out whenever possible.
Action: P Douglas
- 6.3 **Email protocol:** Agreed instructions to Jamesons should have prior SC support (noted)

Meeting closed at 8:30pm



Level 33, 101 Miller Street
North Sydney NSW 2060

PO BOX 500, North Sydney NSW 2059

Phone: 1300 361 263
Email: info_nsw@chu.com.au

COVERFORCE INSURANCE BROKING NSW
LEVEL 12/ 9 CASTLEREAGH STREET
SYDNEY NSW 2000

Certificate of Currency

CHU Residential Strata Insurance Plan

Policy No	HU0000019017
Policy Wording	CHU RESIDENTIAL STRATA INSURANCE PLAN
Period of Insurance	20/09/2019 to 20/09/2020 at 4:00pm
The Insured	THE OWNERS - STRATA PLAN 45812
Situation	17 BINYA PLACE COMO NSW 2226

Policies Selected

Policy 1 – Insured Property

Building: \$10,170,000

Common Area Contents: \$101,700

Loss of Rent & Temporary Accommodation (total payable): \$1,525,500

Policy 2 – Liability to Others

Sum Insured: \$20,000,000

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: \$100,000

Policy 6 – Office Bearers' Legal Liability

Sum Insured: \$500,000

Policy 7 – Machinery Breakdown

Not Selected

Policy 8 – Catastrophe Insurance

Sum Insured: \$1,525,500

Extended Cover - Loss of Rent & Temporary Accommodation: \$228,825

Escalation in Cost of Temporary Accommodation: \$76,275

Cost of Removal, Storage and Evacuation: \$76,275

Policy 9 – Government Audit Costs and Legal Expenses

Government Audit Costs: \$25,000



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

Policy 10 – Lot owners' fixtures and improvements (per lot)
Sum Insured: \$250,000

Flood Cover is included.

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

Date of Issue 25/09/2019

This certificate confirms that on the date of issue noted above, a Policy existed for the sums insured shown.

It is not intended to amend, extend, replace or override the Policy terms and conditions. This certificate is issued as a matter of information only and confers no rights on the certificate holder.

Strata Plan 45812



DOON-GARA
STRATA

**DOON-GARA STRATA AND
PROPERTY CONSULTANTS PTY LTD**
ABN 71 138 426 050

Monday, 6 February 2017

Notice to all Residents – 17 Binya Place, Como

We have been experiencing some issues with the sewerage at the front of the complex, blocking and overflowing.

The plumbers have advised that the blockage is due to wet wipes and other foreign items being flushed down the toilet. Please ensure that only toilet paper is used and placed in the toilet, sanitary items and unflushable items are to be deposited off in the bin.

Should blockages continue, traces will be undertaken to the sewerage lines and lots charged for plumbing works that cause blockages to the sewerage system.

Should you have any questions, please do not hesitate in contacting me.

Yours faithfully

Louisa Gore

Louisa Gore

Senior Strata Manager

P.O. Box 204, MIRANDA NSW 1490
Level 1, 20 Kibara Road, MIRANDA NSW 2228
T: 1300 727 401 F: 02 4304 4014 E: info@doon-gara.com.au 04 110 426 786

www.doon-gara.com.au



CHANGE OF BY-LAW
 New South Wales
 Strata Schemes Management Act 1996
 Real Property Act 1990

(A)	TORRENS TITLE	For the common property: CP/SP45812
(B)	LODGED BY	Name: Doon-Gara Strata Consultants Address: Post Office Box 163, OYSTER BAY 2225 Phone: (02) 9589 0122 Fax: (02) 9528 5770

(C) Owners-Strata Plan No **45812** certify that pursuant to a resolution passed on **13/08/2001** and in accordance with the provisions of -

(D) - section 54 of the Community Land Management Act 1994

- section of the Strata Schemes (Freehold Development) Act 1973
- section 52 of the Strata Schemes Management Act 1996
- order No of the Strata Schemes Adjudicator
- order No of the Strata Schemes Board

the by-laws are changed as follows-

(E) Repealed by-law No

Added by-law No 21

Amended by-law No

As fully set out below

Keeping of Animals

Owners are given permission to have animals under the following conditions:

- Owner or occupier must obtain the written approval of the Owners Corporation or Executive Committee
- Animals are not allowed on the common area unless carried or on a leash
- Cats must wear a bell on their collar
- Cats must remain inside at night
- Dogs must be kept quiet during the day and night
- Owners or occupiers are allowed to have more than one animal provided it is not in breach of the Local Government regulations

(F) The common seal of the Owners-Strata Plan No **45812**

was affixed on 7th January, 2002

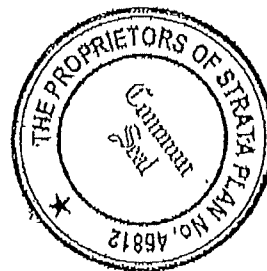
In the presence of -
DOON-GARA STRATA CONSULTANTS

Names: **SHERYL GORE**

Signatures:

S. Gore

P.O. Box 163
OYSTER BAY 2225
 Tel: (02) 9589 0122
 Fax: (02) 9528 5770



being the person(s) authorised by section 238 of the Strata Schemes Management Act 1996.

(G) **COUNCILS CERTIFICATE UNDER SECTION 56(4) OF THE STRATA SCHEMES MANAGEMENT ACT 1996**

I certify that

Council has approved the change of by-laws set out here

Signature of authorised officer:

Part 1: Executive Summary

Client: Louisa Gore : Doon-Gara Strata Consultants for SP45812

Date of inspection & date of this report: 9 August 2009

Part 1 is a summary of those items that we have identified as requiring some form of rectification. Those items we term as Compliance items are listed first, followed by those items that we consider to be simply Good Practice items. We have also provided recommended control measures to either eliminate, substitute, or otherwise to minimise the hazard and its risk. Control measures other than those recommended may also be adopted. Additional comments made by the inspector (if any) are expressed at the end of this Part.

Although we make recommendations to rectify, modify or eliminate potential hazards, it is entirely up to the Owner's Corporation to decide their own course of action. Legal advice should be obtained to determine whether it is 'reasonably practicable' to maintain, renew, replace or repair any item in order to rectify a hazard, or whether a resolution under s62(3) of the Strata Schemes Management Act is appropriate.

122. In the accessway there are loose pavers & broken concrete

Loose paving and broken concrete is evident in the accessways causing a hazard. General location: all areas of the driveway & at the garage entrance

Control measures: Removal and/or repair of the loose pavers and broken concrete is required.

Timeframe: Short term

(Compliance item)



203 Dead tree limbs are visible

Dead tree limbs can be a potential hazard, particularly in windy condition. The tree along the driveway is in risk of collapsing. General location: centre driveway on the left side

Control measures: Removal of the tree is required to eliminate this hazard.

Timeframe: Short term

(Compliance item)



13 Retaining wall(s) is cracked

Retaining wall(s) are showing cracks which may indicate future failure of the wall. General location: along the driveway on the right side.

Control measures: Professional engineer advice should be obtained before the retaining wall(s) is repaired.

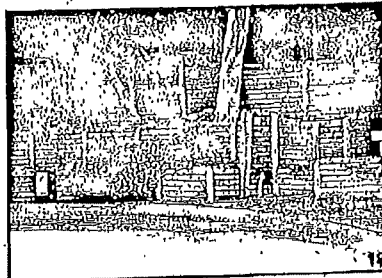
Timeframe: Short term

(Good Practice item)



18 Retaining wall(s) needs maintenance

The retaining wall(s) appear to have moved and will require rectification works. The wall of the timber retaining wall appears to be leaning over. General location: front right garden
Control measures: Professional engineer advice should been obtained before the retaining wall(s) is repaired.



Timeframe: Short term

(Good Practice item)

29 Danger from neighbouring property - overhanging trees and dead branches

It is considered that there is a likely danger from overhanging or dangerous trees and/or dead branches on a neighbouring property that needs to be rectified. There are dead tree and branches along the driveway and access paths. General location: all areas

Control measures: Removal of the hazard or minimisation of the risk is required.

Timeframe: Short term

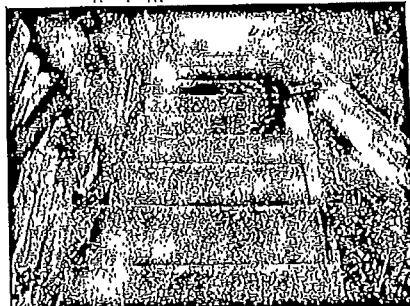
(Good Practice item)



125 No white/illuminated paint is apparent on the treads

The stairs are not highlighted with white/illuminated paint causing a potential tripping hazard. General location: all concrete stairways

Control measures: The stair treads should be painted with white/illuminating non-slip paint.



Timeframe: Short term

(Good Practice item)

207 Small bushland is within 30m of property

Bushland within close proximity to the property may increase the risks of bushfire. General location: all

Control measures: Adequate bushfire prevention measures should be taken including cleaning gutters and having easily accessible water sources.



Timeframe: Short term

(Good Practice item)

Inspector's additional comments:

The main hazards involve damaged paving along the driveway and tree hazards.

BOX 1W
(AP168914)



NEW SOUTH WALES
CERTIFICATE OF TITLE

REAL PROPERTY ACT, 1900



TORRENS TITLE REFERENCE

CP/SP45812

EDITION

7

DATE OF ISSUE

5/4/2019

CERTIFICATE AUTHENTICATION CODE

FQK2-YS-YSJ3

I certify that the person described in the First Schedule is the registered proprietor of an estate in fee simple (or such other estate or interest as is set forth in that Schedule) in the land within described subject to such exceptions, encumbrances, interests and entries as appear in the Second Schedule and to any additional entries in the Folio of the Register.

REGISTRAR GENERAL



LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 45812
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT COMO.

LOCAL GOVERNMENT AREA: SUTHERLAND SHIRE.

PARISH OF SUTHERLAND COUNTY OF CUMBERLAND

TITLE DIAGRAM: SHEET 1 SP45812

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 45812

ADDRESS FOR SERVICE OF NOTICES:

DOON-GARA STRATA CONSULTANTS

4/768 OLD PRINCES HWY

SUTHERLAND NSW 2232

SECOND SCHEDULE

1. RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S) AFFECTING THE PART DESIGNATED (A) IN THE TITLE DIAGRAM
2. LAND EXCLUDES MINERALS
3. LAND EXCLUDES MINERALS AND IS SUBJECT TO RIGHTS TO MINE
4. D80513 EASEMENT AFFECTING THE PART OF THE LAND ABOVE DESCRIBED SHOWN SO BURDENED IN THE TITLE DIAGRAM
5. D205599 EASEMENT AFFECTING THE PART OF THE LAND ABOVE DESCRIBED SHOWN SO BURDENED IN THE TITLE DIAGRAM
6. D755618 COVENANT
7. DP648756 EASEMENT TO DRAIN WATER 1.2 WIDE 8 WIDE AND VARIABLE WIDTH AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
8. DP648756 EASEMENT FOR DRAINAGE VARIABLE WIDTH AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
9. AP168914 CONSOLIDATION OF REGISTERED BY-LAWS
10. AP168914 INITIAL PERIOD EXPIRED

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 1000)

STRATA PLAN 45812

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	- 56	2	- 60	3	- 55	4	- 51
5	- 51	6	- 50	7	- 46	8	- 47
9	- 56	10	- 57	11	- 53	12	- 45
13	- 43	14	- 43	15	- 45	16	- 52

END OF PAGE 1 CONTINUED OVER

BOX 1W
(AP168914)

PAGE 2

NEW SOUTH WALES

CERTIFICATE OF TITLE

REAL PROPERTY ACT, 1900



CERTIFICATE OF TITLE	
CP/SP#45812	
REGION	DATE OF ISSUE
7	5/4/2019
CERTIFICATE IDENTIFICATION CODE	
FQK2-YS-YSJ3	

I certify that the person described in the First Schedule is the proprietor of an estate in fee simple (or such other estate or interest as is set forth in that Schedule) in the land within described, subject to the rights, powers, encumbrances, interests and entries as appear in the Second Schedule and to any additional entries in the Folio of the Register.

REGISTRAR GENERAL



SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE 1000) (CONTINUED)

STRATA PLAN 45812 (CONTINUED)

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
17	- 47	18	- 47	19	- 47	20	- 49

**** END OF CERTIFICATE ****

Certificate of Title

ANY ATTEMPT TO ALTER THIS CERTIFICATE COULD RESULT IN HEAVY FINES OR IMPRISONMENT (S.144 REAL PROPERTY ACT 1900)

CONSOLIDATED BY-LAWS

STRATA PLAN 45812

17 Binya Place

Como NSW 2226

Table of Contents

1	Noise.....	3
2	Vehicles.....	3
3	Obstruction of common property	3
4	Damage to lawns and plants on common property.....	3
5	Damage to common property	3
6	Behaviour of owners and occupiers.....	4
7	Children playing on common property in building	4
8	Behaviour of invitees.....	4
9	Depositing rubbish and other material on common property	4
10	Drying of laundry items	4
11	Cleaning windows and doors	4
12	Storage of inflammable liquids and other substances and materials	4
13	Moving furniture and other objects on or through common property	5
14	Floor coverings.....	5
15	Garbage disposal.....	5
16	Keeping of animals	5
17	Appearance of lot.....	5
18	Notice board	6
19	Change in use of lot to be notified	6
	By-law No.20	6
	By-law No.21	6
	By-law No.22	7
	By-Law No.20.....	7
	By-Law No.21.....	8
	Special By-Law No.1 – Renovations	8
	Special By-Law No.2 – Lot 20 Bathroom Renovations	26

Schedule 2 By-laws for pre - 1996 Strata Schemes – SSMR 2016

1 Noise

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

Note. This by-law was previously by-law 12 in Schedule 1 to the Strata Schemes (Freehold Development) Act 1973 and by-law 13 in Schedule 3 to the Strata Schemes (Leasehold Development) Act 1986.

2 Vehicles

An owner or occupier of a lot must not park or stand any motor or other vehicle on common property except with the written approval of the owners corporation.

Note. This by-law was previously by-law 13 in Schedule 1 to the Strata Schemes (Freehold Development) Act 1973 and by-law 14 in Schedule 3 to the Strata Schemes (Leasehold Development) Act 1986.

3 Obstruction of common property

An owner or occupier of a lot must not obstruct lawful use of common property by any person.

Note. This by-law was previously by-law 14 in Schedule 1 to the Strata Schemes (Freehold Development) Act 1973 and by-law 15 in Schedule 3 to the Strata Schemes (Leasehold Development) Act 1986.

4 Damage to lawns and plants on common property

An owner or occupier of a lot must not:

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

Note. This by-law was previously by-law 15 in Schedule 1 to the Strata Schemes (Freehold Development) Act 1973 and by-law 16 in Schedule 3 to the Strata Schemes (Leasehold Development) Act 1986.

5 Damage to common property

- (1) An owner or occupier of a lot must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property without the approval in writing of the owners corporation.
- (2) An approval given by the owners corporation under clause (1) cannot authorise any additions to the common property.
- (3) This by-law does not prevent an owner or person authorised by an owner from installing:
 - (a) any locking or other safety device for protection of the owner's lot against intruders, or
 - (b) any screen or other device to prevent entry of animals or insects on the lot, or
 - (b) any structure or device to prevent harm to children.
- (4) Any such locking or safety device, screen, other device or structure must be installed in a competent and proper manner and must have an appearance, after it has been installed, in keeping with the appearance of the rest of the building.
- (5) Despite section 106 of the Strata Schemes Management Act 2015, the owner of a lot must maintain and keep in a state of good and serviceable repair any installation or structure referred to in clause (3) that forms part of the common property and that services the lot.

Note. This by-law was previously by-law 16 in Schedule 1 to the Strata Schemes (Freehold Development) Act 1973 and by-law 17 in Schedule 3 to the Strata Schemes (Leasehold Development) Act 1986.

6 Behaviour of owners and occupiers

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

Note. This by-law was previously by-law 17 in Schedule 1 to the Strata Schemes (Freehold Development) Act 1973 and by-law 18 in Schedule 3 to the Strata Schemes (Leasehold Development) Act 1986.

7 Children playing on common property in building

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

Note. This by-law was previously by-law 18 in Schedule 1 to the Strata Schemes (Freehold Development) Act 1973 and by-law 19 in Schedule 3 to the Strata Schemes (Leasehold Development) Act 1986.

8 Behaviour of invitees

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

Note. This by-law was previously by-law 19 in Schedule 1 to the Strata Schemes (Freehold Development) Act 1973 and by-law 20 in Schedule 3 to the Strata Schemes (Leasehold Development) Act 1986.

9 Depositing rubbish and other material on common property

An owner or occupier of a lot must not deposit or throw on the common property any rubbish, dirt, dust or other material likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using the common property.

Note. This by-law was previously by-law 20 in Schedule 1 to the Strata Schemes (Freehold Development) Act 1973 and by-law 21 in Schedule 3 to the Strata Schemes (Leasehold Development) Act 1986.

10 Drying of laundry items

An owner or occupier of a lot must not, except with the consent in writing of the owners corporation, hang any washing, towel, bedding, clothing or other article on any part of the parcel in such a way as to be visible from outside the building other than on any lines provided by the owners corporation for the purpose and there only for a reasonable period.

Note. This by-law was previously by-law 21 in Schedule 1 to the Strata Schemes (Freehold Development) Act 1973 and by-law 22 in Schedule 3 to the Strata Schemes (Leasehold Development) Act 1986.

11 Cleaning windows and doors

An owner or occupier of a lot must keep clean all glass in windows and all doors on the boundary of the lot, including so much as is common property.

Note. This by-law was previously by-law 22 in Schedule 1 to the Strata Schemes (Freehold Development) Act 1973 and by-law 23 in Schedule 3 to the Strata Schemes (Leasehold Development) Act 1986.

12 Storage of inflammable liquids and other substances and materials

(1) An owner or occupier of a lot must not, except with the approval in writing of the owners corporation, use or store on the lot or on the common property any inflammable chemical, liquid or gas or other inflammable material.

(2) This by-law does not apply to chemicals, liquids, gases or other material used or intended to be used for domestic purposes, or any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

Note. This by-law was previously by-law 23 in Schedule 1 to the Strata Schemes (Freehold Development) Act 1973 and by-law 24 in Schedule 3 to the Strata Schemes (Leasehold Development) Act 1986.

13 Moving furniture and other objects on or through common property

An owner or occupier of a lot must not transport any furniture or large object through or on common property within the building unless sufficient notice has first been given to the strata committee so as to enable the strata committee to arrange for its nominee to be present at the time when the owner or occupier does so.

Note. This by-law was previously by-law 24 in Schedule 1 to the Strata Schemes (Freehold Development) Act 1973 and by-law 25 in Schedule 3 to the Strata Schemes (Leasehold Development) Act 1986.

14 Floor coverings

(1) An owner of a lot must ensure that all floor space within the lot is covered or otherwise treated to an extent sufficient to prevent the transmission from the floor space of noise likely to disturb the peaceful enjoyment of the owner or occupier of another lot.

(2) This by-law does not apply to floor space comprising a kitchen, laundry, lavatory or bathroom.

Note. This by-law was previously by-law 25 in Schedule 1 to the Strata Schemes (Freehold Development) Act 1973 and by-law 26 in Schedule 3 to the Strata Schemes (Leasehold Development) Act 1986.

15 Garbage disposal

An owner or occupier of a lot:

- (a) must maintain within the lot, or on such part of the common property as may be authorised by the owners corporation, in clean and dry condition and adequately covered a receptacle for garbage, and
- (b) must ensure that before refuse is placed in the receptacle it is securely wrapped or, in the case of tins or other containers, completely drained, and
- (c) for the purpose of having the garbage collected, must place the receptacle within an area designated for that purpose by the owners corporation and at a time not more than 12 hours before the time at which garbage is normally collected, and
- (d) when the garbage has been collected, must promptly return the receptacle to the lot or other area referred to in paragraph (a), and
- (e) must not place any thing in the receptacle of the owner or occupier of any other lot except with the permission of that owner or occupier, and
- (f) must promptly remove any thing which the owner, occupier or garbage collector may have spilled from the receptacle and must take such action as may be necessary to clean the area within which that thing was spilled.

Note. This by-law was previously by-law 26 in Schedule 1 to the Strata Schemes (Freehold Development) Act 1973 and by-law 27 in Schedule 3 to the Strata Schemes (Leasehold Development) Act 1986.

16 Keeping of animals

(1) Subject to section 157 of the Strata Schemes Management Act 2015, an owner or occupier of a lot must not, without the approval in writing of the owners corporation, keep any animal on the lot or the common property.

(2) The owners corporation must not unreasonably withhold its approval of the keeping of an animal on a lot or the common property.

Note. This by-law was previously by-law 27 in Schedule 1 to the Strata Schemes (Freehold Development) Act 1973 and by-law 28 in Schedule 3 to the Strata Schemes (Leasehold Development) Act 1986.

17 Appearance of lot

(1) The owner or occupier of a lot must not, without the written consent of the owners corporation, maintain within the lot anything visible from outside the lot that, viewed from outside the lot, is not in keeping with the rest of the building.

- (2) This by-law does not apply to the hanging of any washing, towel, bedding, clothing or other article as referred to in by-law 10.

Note. This by-law was previously by-law 29 in Schedule 1 to the Strata Schemes (Freehold Development) Act 1973 and by-law 30 in Schedule 3 to the Strata Schemes (Leasehold Development) Act 1986.

18 Notice board

An owners corporation must cause a notice board to be affixed to some part of the common property.

Note. This by-law was previously by-law 3 in Schedule 1 to the Strata Schemes (Freehold Development) Act 1973 and by-law 3 in Schedule 3 to the Strata Schemes (Leasehold Development) Act 1986.

19 Change in use of lot to be notified

An occupier of a lot must notify the owners corporation if the occupier changes the existing use of the lot in a way that may affect the insurance premiums for the strata scheme (for example, if the change of use results in a hazardous activity being carried out on the lot, or results in the lot being used for commercial or industrial purposes rather than residential purposes).

By-law No.20

It was **RESOLVED** by Special Resolution that the construction of a double carport over the existing car spaces for lots 13 and 14 be allowed subject to the following conditions:

- The strata manager is to instruct a solicitor to prepare an appropriate Exclusive Use By-law on behalf of the Owners Corporation with all costs being met by the owners of lots 13 and 14 once Sutherland Council have approved plans and the Executive Committee have approved these final plans
- The owners of lots 13 and 14 to be responsible for all costs associated with the carport documentation and submission to council for approval
- The current and future owners of lots 13 and 14 to be responsible for the repair/maintenance/replacement and keeping in good order and condition of the carport and shall attend promptly to any request from the Owners Corporation for repairs/maintenance/replacement of the carport
- The carport is not to hinder vehicular traffic access to the steps (for removal/delivery vans etc)
- The roof of the carport drains towards the garden and the two tree ferns therein are not damaged
- The owners are responsible for temporary removal of the structure if required for access at any time in relation to repair/maintenance of common property (such as the service lines, drains etc)
- The carport to be free standing, as low as possible and not to impact on lot 8's view
- Preference was given to the carport being constructed in aluminum to help prevent the spread of fire
- It was agreed that once the carport is built, the strata manager will advise the insurance company to include this structure on the policy: it is unlikely that there will be an increase in the premium, however, a letter from the insurance company will be obtained to confirm this

By-law No.21

Keeping of Animals

Owners are given permission to have animals under the following conditions:

- Owner or occupier must obtain the written approval of the Owners Corporation or Executive Committee

- Animals are not allowed on the common area unless carried or on a leash
- Cats must wear a bell on their collar
- Cats must remain inside at night
- Dogs must be kept quite during the day and night
- Owners or occupiers are allowed to have more than one animal provided it is not in breach of the Local Government regulations

By-law No.22

Installation of air conditioners/skylights/whirly birds/exhaust fans/pergolas/decking/spas/satellite dish: -

- Owner/s must obtain written approval of the Owners Corporation or Executive Committee.
- The above additions shall not be, or become, or in any way be construed to be common property and shall always remain the sole property of the current and future owner of that lot
- The Owner corporation is not responsible for any future repairs/maintenance of any addition to the lot
- The owner/s of any lot undertaking the installation of any satellite dish must obtain all necessary permits, licenses or consents required by local authority or other statutory or lawful authority for such installation
- The installation of any additions must be effected in a workmanlike manner by licensed and insured tradespersons
- Any damage to common property that occurs during or results from the installation or subsequent removal or replacement of, or use of, any additions must be forthwith made good by the owner/s of the lot from which the damage results at no cost to the Owners Corporation
- Any additions must be maintained in good working order and condition by the owner without claim on the Owners Corporation in respect of such maintenance

By-Law No.20

- The installation of the glass sliding door must be effected in a workmanlike manner by licensed and insured tradespersons
- Any damage to common property that occurs during or results from the installation or subsequent removal or replacement of, or use of, any additions must be forthwith made good by the owners of the lot from which the damage results at no cost to the Owners Corporation
- The current and future owner shall be responsible for the proper maintenance and keeping in a state of good and serviceable repair of the glass sliding door and surrounding frame work without claim on the Owners Corporation in respect of such maintenance
- In the event that the glass sliding door has to be removed or modified for any reason, the current or future owner shall be responsible for repairing any holes/damages to the common property wall at their expense

By-Law No.21

Permission was given to allow Lot 6 to remove the rear door and window facing onto the courtyard and some minor brickwork to allow a glass sliding door to be installed at their expense under the following conditions: -

- The installation of the glass sliding door must be effected in a workmanlike manner by licensed and insured tradespersons
- Any damage to common property that occurs during or results from the installation or subsequent removal or replacement of, or use of, any additions must be forthwith made good by the owners of the lot from which the damage results at no cost to the Owners Corporation
- The current and future owner shall be responsible for the proper maintenance and keeping in a state of good and serviceable repair of the glass sliding door and surrounding frame work without claim on the Owners Corporation in respect of such maintenance

In the event that the glass sliding door has to be removed or modified for any reason, the current or future owner shall be responsible for repairing any holes/damage to the common property wall at their expense

Special By-Law No.1 – Renovations

DEFINITIONS AND INTERPRETATION

1. In this by-law:

- (a) “**Act**” means the *Strata Schemes Management Act 2015*;
- (b) “**Cosmetic Work**” means an owner’s work which affects the common property in connection with their lot for the following purposes:
 - (i) Installing or replacing hooks, nails, screws or the like for hanging paintings and other things on walls;
 - (ii) Installing or replacing handrails;
 - (iii) Painting;
 - (iv) Filling minor holes and cracks in internal walls;
 - (v) Laying carpet;
 - (vi) Installing or replacing built-in wardrobes;
 - (vii) Installing or replacing internal blinds and curtains;
 - (viii) Installing any locking or other safety device for protection of a lot against intruders;
 - (ix) Installing any screen or other device to prevent entry of animals or insects on the lot;
 - (x) Installing any locking or other safety device to improve safety within a lot;
 - (xi) Installing any device used to affix decorative items (e.g. framed paintings) to the internal surfaces of walls in a lot;

(xii) Any other work described in Section 109(2) of the Act;

but does not include:

- (A) Minor Renovations;
- (B) Work involving structural changes;
- (C) Work that changes the external appearance of a lot, including the installation of an external access ramp;
- (D) Work that detrimentally affects the safety of a lot or common property, including fire safety systems;
- (E) Work involving waterproofing or the plumbing or exhaust system of the building;
- (F) Work involving reconfiguring walls;
- (G) Work for which consent or another approval is required under any other legislation (e.g. development consent under the Environmental Planning and Assessment Act 1979);
- (H) Any other work described in Section 109(5) of the Act.

(c) “**Minor Renovations**” means an owner’s work which affects the common property in connection with their lot for the following purposes:

- (i) Renovating any room in a lot;
- (ii) Changing recessed light fittings;
- (iii) Installing or replacing wood or other hard floors;
- (iv) Installing or replacing wiring, cabling, pipes, or ducts
- (v) Installing or replacing power or access points;
- (vi) Work involving reconfiguring walls;
- (vii) Removing carpet or other soft floor coverings to expose underlying wooden or other hard floors;
- (viii) Installing a rainwater tank;
- (ix) Installing a clothesline;
- (x) Installing a reverse cycle split system air conditioner or ducted air conditioning system;
- (xi) Installing double or triple glazed windows;
- (xii) Installing a heat pump or other hot water service;
- (xiii) Installing ceiling insulation;
- (xiv) Installing an aerial, antenna, or satellite dish;
- (xv) Installing a skylight, ventilation or exhaust fan or a whirlybird directly above a lot;
- (xvi) Any other work described in Section 110(3) of the Act;

(xvii) Any other work that is not:

- (A) Cosmetic Work;
- (B) Work involving structural changes;
- (C) Work that changes the external appearance of a lot, including the installation of an external access ramp;
- (D) Work involving waterproofing;
- (E) Work for which consent or another approval is required under any other legislation (e.g. development consent under the Environmental Planning and Assessment Act 1979);
- (F) Work that is authorised by a by-law made under Section 108 of the Act or a common property rights by-law;
- (G) Any other work described in Section 110(7) of the Act;

but does include the work described in sub clauses (A) to (G) above.

(d) “**Major Renovations**” means an owner’s work which affects the common property for the following purposes:

- (i) Structural changes;
- (ii) Changes to the external appearance of a lot, including the installation of an external access ramp;
- (iii) Waterproofing;
- (iv) Work for which consent or another approval is required under any other legislation (e.g. development consent under the Environmental Planning and Assessment Act 1979);
- (v) Work that is not Cosmetic Work or Minor Renovations.

2. Unless the context or subject matter otherwise indicates or requires:

- (a) Reference to the singular includes the plural and vice versa;
- (b) A thing includes the whole or part of it;
- (c) A person includes an individual, a firm, a body corporate, an incorporated association or an authority, or their personal representatives, executors, administrators, successors and assigns;
- (d) A document includes any amendment or replacement of it;
- (e) “Including” and similar expressions are not words of limitation;
- (f) Headings are for convenience only and do not affect the interpretation of this by-law;
- (g) Any expression used in this by-law and which is defined in the Act has the same meaning as that expression has in the Act unless a contrary intention is expressed in this by-law;
- (h) The provisions of this by-law prevail to the extent of that inconsistency with any other by-law.

COSMETIC WORK

3. An owner may carry out Cosmetic Work without the approval of the owners corporation, and if so, must comply with the conditions contained in clauses 5 to 9.
4. The owners corporation has decided, in accordance with Section 106(3) of the Act, that it is inappropriate to maintain, renew, replace or repair Cosmetic Work and its decision will not affect the safety of any building, structure or common property or detract from the appearance of any property in the strata scheme.

Carrying out Cosmetic Work

5. When carrying out Cosmetic Work an owner must:
 - (a) Do the work in a proper, timely, skilful, and workmanlike manner using materials that are suitable for the purpose for which they are used;
 - (b) Ensure that any contractors are adequately supervised to ensure compliance with these conditions;
 - (c) Ensure that the work complies with applicable Australian Standards and the Building Code of Australia (and in the event of any inconsistency, the Building Code of Australia will prevail);
 - (d) Make suitable arrangements with the owners corporation regarding the times and method for the owner's contractor to access the building and the parking of any vehicle of the contractor on the parcel while the works are being conducted;
 - (e) Only perform the works at the following times:
 - (i) All noisy building activities (including, but not limited to, concrete cutting, drilling or constant hammering) between 9am and 3pm Monday to Friday only and not on a public holiday. Any extremely noisy work (such as work involving the use of jackhammers and rotary hammer drills) outside a single four-hour period between 9am and 3pm in any week (that is from Monday to Friday, excluding public holidays) is prohibited;
 - (ii) All other work between 9am and 5pm Monday to Friday and 9am to 3pm on a Saturday and not on a public holiday or any other time;
 - (f) Transport each item including but not limited to construction materials, equipment and debris in the manner reasonably directed by the owners corporation;
 - (g) Protect the building both internal and external to the lot from damage from the conduct of the works (including their removal) and from the transportation of construction material, equipment, debris and other material required to conduct and maintain the works, in a manner reasonably acceptable to the owners corporation including but not limited to laying protective mats on common property floors likely to be affected by the transportation of goods or building materials to and from the lot and ensuring that power tools are not used to cut materials on common property;
 - (h) Keep common property access ways to their lot clean and free from building materials, dust and rubble at all times. No building material or refuse of any kind must be left on common property;
 - (i) Remove rubbish from the building arising as a result of the works daily and dispose of the rubbish in a manner approved by the owners corporation and not, unless approved, in any of the rubbish bins for the building;
 - (j) Subject to the any safety requirements, keep the entrance door, any balcony door or doors, and all windows to the owner's lot, closed at all times while the works are being conducted;

- (k) Ensure that the security of the building is not compromised and that no common property doors are left open for an unreasonable period or left open and not attended;
- (l) Not use common property power or water;
- (m) Pay all costs associated with the work, including any costs, fees, expenses or fines incurred by the owners corporation in relation to the work.

Use of Cosmetic Works

- 6. An owner (or other user of the work) must ensure that the use of the work following completion:
 - (a) Does not unreasonably interfere with the peaceful use or enjoyment of an occupier of another lot or any person lawfully using the common property;
 - (b) Complies with applicable laws, and applicable requirements of the local council.

Repair of any damage

- 7. An owner must repair any damage caused to any other lot or the common property by the conduct or use of the works, such repairs to be carried out without delay.

Repair and maintenance

- 8. An owner must maintain and keep in a state of good and serviceable repair the work and any common property affected by the work. The owner must also renew or replace the work where necessary. The provisions of clause 5 apply to any work the owner carries out to comply with this clause.

Indemnity

- 9. An owner indemnifies and keeps the owners corporation indemnified against any loss, claim, cost, legal liability or proceedings in respect of any injury, loss or damage whatsoever to the common property, or other property or person insofar as such injury, loss or damage arises out of the:
 - (a) Performance of the work;
 - (b) Use of the work;
 - (c) Failure to comply the duty to maintain, repair, renew or replace;
 - (d) Performance of any work required to comply with the duty to maintain, repair, renew or replace;
 - (e) Owner's breach of any part of this by-law.

MINOR RENOVATIONS

- 10. An owner may only carry out Minor Renovations with the approval of the owners corporation.
- 11. The owners corporation delegates its functions under Section 110 of the Act to the strata committee. In the event the owners corporation and the strata committee exercise the same function under Section 110 of the Act, the exercise of the function by the owners corporation prevails.
- 12. The owners corporation has decided, in accordance with Section 106(3) of the Act, that it is inappropriate to maintain, renew, replace or repair Minor Renovations and its decision will not affect the safety of any building, structure or common property or detract from the appearance of any property in the strata scheme.

Application to owners corporation for approval for Minor Renovations

13. Before the owners corporation considers approving Minor Renovations, an owner must make an application to the owners corporation for approval, such an application to be in writing and sent to the secretary of the owners corporation and must contain:
- (a) The owner's name, address and telephone number;
 - (b) The lot number connected with the works;
 - (c) Details of the work including plans, specifications, drawings, conditions, and notes;
 - (d) A copy of any tax invoice, quote, contract or agreement in relation to the work;
 - (e) An estimate of the duration and times of the work;
 - (f) Details of the persons carrying out the work including their name, licence number, qualification, and telephone number;
 - (g) Details of arrangements to manage any resulting rubbish or debris arising from the work;
 - (h) A statement that the work does not involve:
 - (i) The removal or alteration of a structural element of the building;
 - (ii) The installation, replacement or exposure of a waterproofing membrane or flashings;
 - (iii) Changing the external appearance of any lot;
 - (iv) Detrimentally affecting the safety of a lot, including fire systems;
 - (i) A statement that the owner will be responsible for the costs of the owners corporation in considering the application for approval including any meeting costs or the costs of engaging any consultant.

Determination of application for approval of Minor Renovations

14. When determining an application made in accordance with clause 13, the owners corporation may:
- (a) Request further information from the owner if considered necessary (acting reasonably) to supplement the original application (and thereafter re determine the application);
 - (b) Engage a consultant to assist it to review the application;
 - (c) Approve the application with some or all the conditions contained in clauses 15 to 25, or impose additional conditions;
 - (d) Refuse the application, but must not act unreasonably when doing so.

Before Minor Renovations are carried out

15. Before carrying out Minor Renovations an owner must:
- (a) Give to the owners corporation evidence at those persons carrying out the work has:
 - (i) Any requisite current licence to conduct the work;
 - (ii) Contractors' all risks insurance cover (incorporating cover against public risk in respect of claims for death, injury, accident and damage occurring in the course of or by reason of the works to a minimum of \$10,000,000);

- (iii) Insurance if required under Section 92 of the *Home Building Act 1989*;
- (iv) Workers compensation insurance if required by law;
- (b) Give to the owners corporation and each occupier (which can be by way of letter box drop) in the building in which the lot is situated, written notice of the anticipated commencement and completion date of the work, such notice to be given at least 7 days before the commencement of the work;
- (c) If the work involves:
 - (i) Removing carpet or other soft floor coverings to expose underlying hard floors; or,
 - (ii) The installation or replacement of wood or other hard floors;to an area other than a kitchen, bathroom, or laundry, provide to the owners corporation certification from an acoustical consultant approved by the owners corporation, that new flooring will have an acoustical star rating of 5 Stars or better, according to the Guideline for Apartment and Townhouse Acoustic Rating promulgated by the Australian Association of Acoustical Consultants, such certification to be in favour of the owners corporation.
- (d) If requested by the owners corporation:
 - (i) Give to the owners corporation a report from a structural engineer approved by the owners corporation, certifying that the work does not involve structural changes, such certification to be in favour of the owners corporation;
 - (ii) Give to the owners corporation a report from a waterproofing expert approved by the owners corporation, certifying that the work does not involve waterproofing, such certification to be in favour of the owners corporation;
 - (iii) Give to the owners corporation a dilapidation report prepared by a person approved by the owners corporation and having reviewed the approved application, such a report be in writing and to include photographs of any area of the building that may be affected by the work;
 - (iv) Pay a bond to the owners corporation in such an amount and on such terms as the owners corporation determines, acting reasonably.

When Minor Renovations are being carried out

16. When carrying out Minor Renovations an owner must:

- (a) Do the work in a proper, timely, skilful, and workmanlike manner by using appropriately qualified and licensed contractor, using materials that are suitable for the purpose for which they are used;
- (b) Ensure that any contractors are adequately supervised to ensure compliance with these conditions;
- (c) Ensure that the work complies with applicable Australian Standards and the Building Code of Australia (and in the event of any inconsistency, the Building Code of Australia will prevail);
- (d) Make suitable arrangements with the owners corporation regarding the times and method for the owner's contractor to access the building and the parking of any vehicle of the contractor on the parcel while the works are being conducted;

- (e) Only perform the works at the following times:
 - (i) All noisy building activities (including, but not limited to, concrete cutting, drilling or constant hammering) between 9am and 3pm Monday to Friday only and not on a public holiday. Any extremely noisy work (such as work involving the use of jackhammers and rotary hammer drills) outside a single four-hour period between 9am and 3pm in any week (that is from Monday to Friday, excluding public holidays) is prohibited;
 - (ii) All other work between 9am and 5pm Monday to Friday and 9am to 3pm on a Saturday and not on a public holiday or any other time;
- (f) Transport each item including but not limited to construction materials, equipment and debris in the manner reasonably directed by the owners corporation;
- (g) Protect the building both internal and external to the lot from damage from the conduct of the works (including their removal) and from the transportation of construction material, equipment, debris and other material required to conduct and maintain the works, in a manner reasonably acceptable to the owners corporation including but not limited to laying protective mats on common property floors likely to be affected by the transportation of goods or building materials to and from the lot and ensuring that power tools are not used to cut materials on common property;
- (h) Keep common property access ways to their lot clean and free from building materials, dust and rubble at all times. No building material or refuse of any kind must be left on common property;
- (i) Remove rubbish from the building arising as a result of the works daily and dispose of the rubbish in a manner approved by the owners corporation and not, unless approved, in any of the rubbish bins for the building;
- (j) Subject to the any safety requirements, keep the entrance door, any balcony door or doors, and all windows to the owner's lot closed at all times while the works are being conducted;
- (k) Ensure that the security of the building is not compromised and that no common property doors are left open for an unreasonable period or left open and not attended;
- (l) Not use common property power or water;
- (m) Give access to the owners corporation's nominee access to the lot to inspect (and if required by the owners corporation to also supervise) the work upon reasonable notice being given.

After Minor Renovations are carried out

17. After carrying out Minor Renovations an owner must:

- (a) Notify the owners corporation that the work has been completed within 7 days after its completion;
- (b) Give the access to the owners corporation's nominee access to the lot to inspect the work;
- (c) Notify the owners corporation that all damage, if any, to lots and common property caused by the works and not permitted by the approval has been rectified, and provide proof to the satisfaction of the owners corporation. Such notice must be provided to the owners corporation within 28 days of the completion of the work;
- (d) If the work involved:
 - (i) Removing carpet or other soft floor coverings to expose underlying hard floors; or,

- (ii) The installation or replacement of wood or other hard floors;

to an area other than a kitchen, bathroom, or laundry, provide to the owners corporation a report from an acoustical consultant approved by the owners corporation, that the new flooring has an acoustical star rating of 5 Stars or better, according to the Guideline for Apartment and Townhouse Acoustic Rating promulgated by the Australian Association of Acoustical Consultants;
- (e) If required by the owners corporation:
 - (i) Give to the owners corporation a report from a structural engineer approved by the owners corporation, certifying that the work has not affected the structural integrity of the building, such certification to be in favour of the owners corporation;
 - (ii) Give to the owners corporation a report from a waterproofing expert approved by the owners corporation, certifying that the work has not affected any existing waterproofing membrane or has involved waterproofing, such certification to be in favour of the owners corporation;
 - (iii) Give to the owners corporation a report from a duly qualified building consultant or expert approved by the owners corporation, certifying that the work has been completed in compliance with the Building Code of Australia and any applicable Australian Standards, such certification to be in favour of the owners corporation;
 - (iv) Give a post works dilapidation report prepared by the same person who prepared the report in clause 14(d)(iii).

Use of Minor Renovations

- 18. An owner (or other user of the work) must ensure that the use of the work following completion:
 - (a) Does not unreasonably interfere with the peaceful use or enjoyment of an occupier of another lot or any person lawfully using the common property;
 - (b) Complies with applicable laws, and applicable requirements of the local council.

Repair of any damage

- 19. An owner must repair any damage caused to any other lot or the common property by the conduct or use of the works, such repairs to be carried out without delay.

Repair and maintenance

- 20. An owner must maintain and keep in a state of good and serviceable repair the work and any common property affected by the work. An owner must also renew or replace the work where necessary. The provisions of clauses 15 to 17 apply to any work the owner carries out to comply with this clause.

Indemnity

- 21. An owner indemnifies and keeps the owners corporation indemnified against any loss, claim, cost, legal liability or proceedings in respect of any injury, loss or damage whatsoever to the common property, or other property or person insofar as such injury, loss or damage arises out of the:
 - (a) Performance of the work;
 - (b) Use of the work;
 - (c) Failure to comply the duty to maintain, repair, renew or replace;

- (d) Performance of any work required to comply with the duty to maintain, repair, renew or replace;
- (e) Owner's breach of any part of this by-law insofar as it related to Minor Renovations.

Insurance

- 22. An owner must, if required by the owners corporation, make, or permit the owners corporation to make on the owner's behalf, any insurance claim concerning or arising from the work, and use the proceeds of any insurance payment made as a result of an insurance claim to complete the work or repair any damage to the building caused by the work.

Bond

- 23. The owners corporation may apply any part of a bond paid by an owner towards the costs of the owners corporation incurred in repairing any damage caused to common property or any other lot during or as a result of the work, or cleaning any part of the common property as a result of the work.
- 24. The owners corporation must refund the bond, or the remaining balance of it, within 14 days of being notified by an owner that work has been completed and the owners corporation is reasonably satisfied that the owner has complied with the conditions of approving the work.

Costs

- 25. An owner is responsible for all costs, fees, and expenses incurred by the owners corporation in considering or granting approval, enforcing any breach of a condition of approval, and undertaking any action, matter or thing required of it in relation to a Minor Renovation.

MAJOR RENOVATIONS

- 26. An owner may only conduct Major Renovations in accordance with the following conditions:
 - (a) The owners corporation must authorise the work by passing a special resolution in accordance with s.108(2) of the Act on terms which may incorporate, by reference to this by-law, one or more of the conditions set out in Schedule 1, except to the extent of any contrary provision in the authorisation;
 - (b) A by-law is made by the owners corporation under or for the purposes of s.108(5) of the Act on terms which impose upon the owner the duty to maintain the Major Renovation and may incorporate, by reference to this by-law, one or more of the conditions set out in Schedule 2;
 - (c) The by-law is registered and a recording made in the certificate of title comprising the common property.
- 27. An owner should undertake the process in clause 28 before presenting any motion referred to in clause 26 for the consideration of the owners corporation.

Application to owners corporation for approval for Major Renovations

- 28. An owner should make an application to the owners corporation for approval, such an application to be in writing and sent to the secretary of the owners corporation and must contain:
 - (a) The owner's name, address and telephone number;
 - (b) The lot number connected with the works;
 - (c) Details of the work including plans, specifications, drawings, conditions, and notes;
 - (d) A copy of any tax invoice, quote, contract or agreement in relation to the work;
-

- (e) An estimate of the duration and times of the work;
- (f) Details of the persons carrying out the work including their name, licence number, qualification and telephone number;
- (g) Details of arrangements to manage any resulting rubbish or debris arising from the work;
- (h) Motions generally in the form of Schedule 1 and 2 (with the blank parts appropriately filled in and any changes marked up);
- (i) The owner's consent to the making of the by-law;
- (j) A statement that the owner will be responsible for the costs of the owners corporation in considering the application for approval including any meeting costs or the costs of engaging any consultant.

Determination of application for approval of Major Renovations

29. When determining an application made in accordance with clause 28, an owners corporation may:
- (a) Request further information from the owner in considered necessary (acting reasonably) to supplement the original application (and thereafter re determine the application);
 - (b) Engage a consultant to assist it to review the application;
 - (c) Approve the application in its original form, or with amendments to the motions required in clause 26;
 - (f) Refuse the application, but must not act unreasonably when doing so.

BREACH OF THIS BY-LAW

30. If an owner fails to comply or breaches any part of this by-law, then the owners corporation may:
- (a) Request, in writing, that the owner complies or rectifies the breach within 14 days or such other period as is specified in the notice;
 - (b) If the owner fails to comply with the request in sub clause (a):
 - (i) Without prejudice to any other rights, enter upon any part of the lot, to carry out any work necessary to ensure compliance with this by-law or an order from council, a Court or a Tribunal;
 - (ii) Recover the costs of carrying out work referred to in this clause hereto from the owner;
 - (iii) Recover as a debt any amounts payable by an owner pursuant to this by-law, not paid at the end of one month after demand, together with any simple interest on any outstanding amount at the rate prescribed by Section 85 of the Act, and the expenses of the owners corporation incurred in recovering those amounts.

SCHEDULE OF APPROVED MINOR RENOVATIONS AND MAJOR RENOVATIONS

31. The owners corporation must, from the date of registration of this by-law, maintain a schedule of approved Minor Renovations and Major Renovations in the form of Schedule 3 to this by-law.

SCHEDULE 1

THAT the owners corporation **SPECIALLY RESOLVES** pursuant to s.108(2) of the *Strata Schemes Management Act 2015*:

1. That the owner of lot{INSERT LOT NUMBER} ("the owner"), be authorised to add to, to alter and to erect new structures on the common property, by undertaking:
 - (a){INSERT DESCRIPTION OF THE WORKS
TO BE UNDERTAKEN} described in
.....{INSERT DESCRIPTION OF THE
DRAWINGS/ DIAGRAMS/ DOCUMENTS OUTLINING THE NATURE OF THE WORKS TO
BE UNDERTAKEN}, copies of which form an exhibit to the minutes of the meeting at which this
resolution is made; and
 - (b) Such other works as are necessary for the safe and lawful undertaking of the works referred to in
paragraph (a).
2. That the authority referred to in paragraph 1 is given by the owners corporation:
 - (a) on the basis that the ongoing maintenance of the alterations and additions to the common
property, and the new structures on the common property, made in the course of the authorised
works is the responsibility of the owner; and
 - (b) subject to a by-law being made with the consent in writing of the owner, which gives effect to the
responsibility for maintenance referred to in 2(a).

SCHEDULE 2

THAT the owners corporation **SPECIALLY RESOLVES** pursuant to s.108(5) of the *Strata Schemes Management Act 2015* to make an additional by-law in the following terms and have it registered:

SPECIAL BY-LAW {INSERT NEXT SPECIAL BY-LAW NUMBER}

1. The owners corporation has given authority pursuant s.108 of the *Strata Schemes Management Act 2015* to the owner lot{INSERT LOT NUMBER} (“the owner”), to add to, to alter and to erect new structures on the common property, by undertaking:
 - (a){INSERT DESCRIPTION OF THE WORKS TO BE UNDERTAKEN} described in{INSERT DESCRIPTION OF THE DRAWINGS/ DIAGRAMS/ DOCUMENTS OUTLINING THE NATURE OF THE WORKS TO BE UNDERTAKEN}, copies of which form an exhibit to the minutes of the meeting at which this by-law was made; and
 - (b) Such other works as are necessary for the safe and lawful undertaking of the works referred to in paragraph (a).
2. After the completion of the authorised works referred to in clause 1, the owner will be responsible, at their own expense, for the ongoing maintenance of the alterations and additions to the common property, and the new structures on the common property, made in the course of the authorised works.
3. The authorisation of the owners corporation and this by-law is subject to the Schedule of Conditions.

SCHEDULE OF CONDITIONS

4. In this schedule:
 - (a) “**Act**” means the *Strata Schemes Management Act 2015*;
 - (b) “**Authority**” means any government, semi government, statutory, public or other authority having any jurisdiction over the Lot (including an accredited certifier under the *Environmental Planning and Assessment Act 1979*);
 - (c) “**Lot**” means lot{INSERT LOT NUMBER};
 - (d) “**work**” means the work referred to in clause 1 of this by-law;
 - (e) Unless the context or subject matter otherwise indicates or requires:
 - (i) Reference to the singular includes the plural and vice versa;
 - (ii) A thing includes the whole or part of it;
 - (iii) A person includes an individual, a firm, a body corporate, an incorporated association or an authority, or their personal representatives, executors, administrators, successors and assigns;
 - (iv) A document includes any amendment or replacement of it;
 - (v) “Including” and similar expressions are not words of limitation;
 - (vi) Headings are for convenience only and do not affect the interpretation of this by-law;

- (vii) Any expression used in this by-law and which is defined in the Act has the same meaning as that expression has in the Act unless a contrary intention is expressed in this by-law.

Before work is carried out

5. Before carrying out work, the owner must:

- (a) Obtain and provide to the owners corporation a copy of any requisite approval of any Authority to conduct the works, including any certificates issued under Part 4A of the *Environmental Planning and Assessment Act 1979*.
- (b) Give to the owners corporation evidence at those persons carrying out the work has:
 - (i) Any requisite current licence to conduct the work;
 - (ii) Contractors' all risks insurance cover (incorporating cover against public risk in respect of claims for death, injury, accident and damage occurring in the course of or by reason of the works to a minimum of \$10,000,000);
 - (iii) Insurance if required under Section 92 of the *Home Building Act 1989*;
 - (iv) Workers compensation insurance if required by law;
- (c) Give to the owners corporation and each occupier (which can be by way of letter box drop) in the building in which the lot is situated, written notice of the anticipated commencement and completion date of the work, such notice to be given at least 7 days before the commencement of the work;
- (d) If the work involves:
 - (i) Removing carpet or other soft floor coverings to expose underlying hard floors; or
 - (ii) The installation or replacement of wood or other hard floors;to an area other than a kitchen, bathroom, or laundry, provide to the owners corporation certification from an acoustical consultant approved by the owners corporation, that new flooring will have an acoustical star rating of 5 Stars or better, according to the Guideline for Apartment and Townhouse Acoustic Rating promulgated by the Australian Association of Acoustical Consultants, such certification to be in favour of the owners corporation;
- (e) If requested by the owners corporation:
 - (i) Give to the owners corporation a report from a structural engineer approved by the owners corporation, certifying that the work does not adversely affect the structural integrity of the building, such certification to be in favour of the owners corporation;
 - (ii) Give to the owners corporation a dilapidation report prepared by a person approved by the owners corporation and having reviewed the approved application, such a report be in writing and include photographs of any area of the building that may be affected by the work;
 - (iii) Pay a bond to the owners corporation in such an amount and on such terms as the owners corporation determines, acting reasonably;

When work is being carried out

6. When carrying out work, the owner must:

- (a) Comply with any condition or requirement of any Authority;
-

- (b) Do the work in a proper, timely, skilful, and workmanlike manner by using appropriately qualified and licensed contractor, using materials that are suitable for the purpose for which they are used;
- (c) Ensure that any contractors are adequately supervised to ensure compliance with these conditions;
- (d) Ensure that the work complies with applicable Australian Standards and the Building Code of Australia (and in the event of any inconsistency, the Building Code of Australia will prevail);
- (e) Make suitable arrangements with the owners corporation regarding the times and method for the owner's contractor to access the building and the parking of any vehicle of the contractor on the parcel while the works are being conducted;
- (f) In the absence of any limitation imposed by any Authority, only perform the works at the following times:
 - (i) All noisy building activities (including, but not limited to, concrete cutting, drilling or constant hammering) between 9am and 3pm Monday to Friday only and not on a public holiday. Any extremely noisy work (such as work involving the use of jackhammers and rotary hammer drills) outside a single four-hour period between 9am and 3pm in any week (that is from Monday to Friday, excluding public holidays) is prohibited;
 - (ii) All other work between 9am and 5pm Monday to Friday and 9am to 3pm on a Saturday and not on a public holiday or any other time;
- (g) Transport each item including but not limited to construction materials, equipment and debris in the manner reasonably directed by the owners corporation;
- (h) Protect the building both internal and external to the Lot from damage from the conduct of the works (including their removal) and from the transportation of construction material, equipment, debris and other material required to conduct and maintain the works, in a manner reasonably acceptable to the owners corporation including but not limited to laying protective mats on common property floors likely to be affected by the transportation of goods or building materials to and from the Lot and ensuring that power tools are not used to cut materials on common property;
- (i) Keep common property access ways to the Lot clean and free from building materials, dust and rubble at all times. No building material or refuse of any kind must be left on common property;
- (j) Remove rubbish from the building arising as a result of the works daily and dispose of the rubbish in a manner approved by the owners corporation and not, unless approved, in any of the rubbish bins for the building;
- (k) Subject to the any safety requirements, keep the entrance door, any balcony door or doors, and all windows to the owner's lot, closed at all times while the works are being conducted;
- (l) Ensure that the security of the building is not compromised and that no common property doors are left open for an unreasonable period or left open and not attended;
- (m) Not use common property power or water;
- (n) Give access to the owners corporation's nominee access to the Lot to inspect (and if required by the owners corporation to also supervise) the work upon reasonable notice being given.

After work is carried out

7. After carrying out work, the owner must:

- (a) Notify the owners corporation that the work has been completed within 7 days after its completion;
-

- (b) Give the access to the owners corporation's nominee access to the lot to inspect the work;
- (c) Notify the owners corporation that all damage, if any, to lots and common property caused by the works and not permitted by the approval has been rectified, and provide proof to the satisfaction of the owners corporation. Such notice must be provided to the owners corporation within 28 days of the completion of the work;
- (d) If the work involved:
 - (i) Removing carpet or other soft floor coverings to expose underlying hard floors; or,
 - (ii) The installation or replacement of wood or other hard floors;to an area other than a kitchen, bathroom, or laundry, provide to the owners corporation a report from an acoustical consultant approved by the owners corporation, that the new flooring has an acoustical star rating of 5 Stars or better, according to the Guideline for Apartment and Townhouse Acoustic Rating promulgated by the Australian Association of Acoustical Consultants;
- (e) If required by the owners corporation:
 - (i) Give to the owners corporation a report from a structural engineer approved by the owners corporation, certifying that the work has not affected the structural integrity of the building, such certification to be in favour of the owners corporation;
 - (ii) Give to the owners corporation a report from a waterproofing expert approved by the owners corporation, certifying that any waterproofing has been installed in accordance with Building Code of Australia and any applicable Australian Standards, such certification to be in favour of the owners corporation;
 - (iii) Give to the owners corporation a report from a duly qualified building consultant or expert approved by the owners corporation, certifying that the work has been completed in compliance with the Building Code of Australia and any applicable Australian Standards, such certification to be in favour of the owners corporation;
 - (iv) Give a post works dilapidation report prepared by the same person who prepared the report in clause 5(e)(ii).

Use of work

- 8. The owner (or other user of the work) must ensure that the use of the work following completion:
 - (a) Does not unreasonably interfere with the peaceful use or enjoyment of an occupier of another lot or any person lawfully using the common property;
 - (b) Complies with applicable laws, and applicable requirements of the local council.

Repair of any damage

- 9. The owner must repair any damage caused to any other lot or the common property by the conduct or use of the works, such repairs to be carried out without delay.

Repair and maintenance

- 10. The owner must maintain and keep in a state of good and serviceable repair the work and any common property affected by the work. The owner must also renew or replace the work where necessary. The provisions of clauses 5 to 7 apply to any work the owner carries out to comply with this clause.
-

Indemnity

11. The owner indemnifies and keeps the owners corporation indemnified against any loss, claim, cost, legal liability or proceedings in respect of any injury, loss or damage whatsoever to the common property, or other property or person insofar as such injury, loss or damage arises out of the:
- (a) Performance of the work;
 - (b) Use of the work;
 - (c) Failure to comply the duty to maintain, repair, renew or replace;
 - (d) Performance of any work required to comply with the duty to maintain, repair, renew or replace;
 - (e) Owner's breach of any part of this by-law.

Insurance

12. The owner must, if required by the owners corporation, make, or permit the owners corporation to make on the owner's behalf, any insurance claim concerning or arising from the work, and use the proceeds of any insurance payment made as a result of an insurance claim to complete the work or repair any damage to the building caused by the work.

Bond

13. The owners corporation may apply any part of a bond paid by the owner towards the costs of the owners corporation incurred in repairing any damage caused to common property or any other lot during or as a result of the work, or cleaning any part of the common property as a result of the work.
14. The owners corporation must refund the bond, or the remaining balance of it, within 14 days of being notified by the owner that work has been completed and the owners corporation is reasonably satisfied that the owner has complied with the conditions of approving the work.

BREACH OF THIS BY-LAW

15. If an owner fails to comply or breaches any part of this by-law, then the owners corporation may:
- (c) Request, in writing, that the owner complies or rectifies the breach within 14 days or such other period as is specified in the notice;
 - (d) If the owner fails to comply with the request in sub clause (a):
 - (i) Without prejudice to any other rights, enter upon any part of the lot, to carry out any work necessary to ensure compliance with this by-law or an order from council, a Court or a Tribunal;
 - (ii) Recover the costs of carrying out work referred to in this clause hereto from the owner;
 - (iii) Recover as a debt any amounts payable by an owner pursuant to this by-law, not paid at the end of one month after demand, together with any simple interest on any outstanding amount at the rate prescribed by Section 85 of the Act, and the expenses of the owners corporation incurred in recovering those amounts.

Costs

16. The owner must pay all costs, fees, and expenses incurred by the owners corporation in considering, negotiating, making, enforcing or undertaking any action, matter or thing required of it in this by-law. Any amount payable by an owner under this clause may be recovered as a debt due and payable by that owner together with interest at the rate prescribed in Section 85 of the Act and the expenses of the owners corporation in recovering those amounts

SCHEDULE 3

Schedule of approved Minor Renovations and Major Renovations

Date of approval	Lot No.	Name of owner given approval	Approval given by owners corporation or strata committee	Minor or Major Renovation	Brief description of the Minor or Major Renovation

Special By-Law No.2 – Lot 20 Bathroom Renovations

1. The owners corporation has given authority pursuant s.108 of the *Strata Schemes Management Act 2015* to the owner Lot 20 (“the owner”), to add to, to alter and to erect new structures on the common property, by undertaking:
 - (a) A complete bathroom renovation described in Attachment 1, copies of which form an exhibit to the minutes of the meeting at which this by-law was made; and
 - (b) Such other works as are necessary for the safe and lawful undertaking of the works referred to in paragraph (a).
2. After the completion of the authorised works referred to in clause 1, the owner will be responsible, at their own expense, for the ongoing maintenance of the alterations and additions to the common property, and the new structures on the common property, made in the course of the authorised works.
3. The authorisation of the owners corporation and this by-law is subject to the Schedule of Conditions.

SCHEDULE OF CONDITIONS

4. In this schedule:
 - (a) “**Act**” means the *Strata Schemes Management Act 2015*;
 - (b) “**Authority**” means any government, semi government, statutory, public or other authority having any jurisdiction over the Lot (including an accredited certifier under the *Environmental Planning and Assessment Act 1979*);
 - (c) “**Lot**” means lot 20;
 - (d) “**work**” means the work referred to in clause 1 of this by-law;
 - (e) Unless the context or subject matter otherwise indicates or requires:
 - (i) Reference to the singular includes the plural and vice versa;
 - (ii) A thing includes the whole or part of it;
 - (iii) A person includes an individual, a firm, a body corporate, an incorporated association or an authority, or their personal representatives, executors, administrators, successors and assigns;
 - (iv) A document includes any amendment or replacement of it;
 - (v) “Including” and similar expressions are not words of limitation;
 - (vi) Headings are for convenience only and do not affect the interpretation of this by-law;
 - (vii) Any expression used in this by-law and which is defined in the Act has the same meaning as that expression has in the Act unless a contrary intention is expressed in this by-law.

Before work is carried out

5. Before carrying out work, the owner must:
-

- (a) Obtain and provide to the owners corporation a copy of any requisite approval of any Authority to conduct the works, including any certificates issued under Part 4A of the *Environmental Planning and Assessment Act 1979*.
- (b) Give to the owners corporation evidence that those persons carrying out the work has:
 - (i) Any requisite current licence to conduct the work;
 - (ii) Contractors' all risks insurance cover (incorporating cover against public risk in respect of claims for death, injury, accident and damage occurring in the course of or by reason of the works to a minimum of \$10,000,000);
 - (iii) Insurance if required under Section 92 of the *Home Building Act 1989*;
 - (iv) Workers compensation insurance if required by law;
- (c) Give to the owners corporation and each occupier (which can be by way of letter box drop) in the building in which the lot is situated, written notice of the anticipated commencement and completion date of the work, such notice to be given at least 7 days before the commencement of the work;
- (d) If the work involves:
 - (i) Removing carpet or other soft floor coverings to expose underlying hard floors; or
 - (ii) The installation or replacement of wood or other hard floors;

to an area other than a kitchen, bathroom, or laundry, provide to the owners corporation certification from an acoustical consultant approved by the owners corporation, that new flooring will have an acoustical star rating of 5 Stars or better, according to the Guideline for Apartment and Townhouse Acoustic Rating promulgated by the Australian Association of Acoustical Consultants, such certification to be in favour of the owners corporation;
- (e) If requested by the owners corporation:
 - (i) Give to the owners corporation a report from a structural engineer approved by the owners corporation, certifying that the work does not adversely affect the structural integrity of the building, such certification to be in favour of the owners corporation;
 - (ii) Give to the owners corporation a dilapidation report prepared by a person approved by the owners corporation and having reviewed the approved application, such a report be in writing and include photographs of any area of the building that may be affected by the work;
 - (iii) Pay a bond to the owners corporation in such an amount and on such terms as the owners corporation determines, acting reasonably;

When work is being carried out

6. When carrying out work, the owner must:
- (a) Comply with any condition or requirement of any Authority;
 - (b) Do the work in a proper, timely, skilful, and workmanlike manner by using appropriately qualified and licensed contractor, using materials that are suitable for the purpose for which they are used;
 - (c) Ensure that any contractors are adequately supervised to ensure compliance with these conditions;
 - (d) Ensure that the work complies with applicable Australian Standards and the Building Code of Australia (and in the event of any inconsistency, the Building Code of Australia will prevail);
-

- (e) Make suitable arrangements with the owners corporation regarding the times and method for the owner's contractor to access the building and the parking of any vehicle of the contractor on the parcel while the works are being conducted;
- (f) In the absence of any limitation imposed by any Authority, only perform the works at the following times:
 - (i) All noisy building activities (including, but not limited to, concrete cutting, drilling or constant hammering) between 7am and 3pm Monday to Friday only and not on a public holiday. Any extremely noisy work (such as work involving the use of jackhammers and rotary hammer drills) outside a single four-hour period between 7am and 3pm in any week (that is from Monday to Friday, excluding public holidays) is prohibited;
 - (ii) All other work between 7am and 5pm Monday to Friday and 7am to 3pm on a Saturday and not on a public holiday or any other time;
- (g) Transport each item including but not limited to construction materials, equipment and debris in the manner reasonably directed by the owners corporation;
- (h) Protect the building both internal and external to the Lot from damage from the conduct of the works (including their removal) and from the transportation of construction material, equipment, debris and other material required to conduct and maintain the works, in a manner reasonably acceptable to the owners corporation including but not limited to laying protective mats on common property floors likely to be affected by the transportation of goods or building materials to and from the Lot and ensuring that power tools are not used to cut materials on common property;
- (i) Keep common property access ways to the Lot clean and free from building materials, dust and rubble at all times. No building material or refuse of any kind must be left on common property;
- (j) Remove rubbish from the building arising as a result of the works daily and dispose of the rubbish in a manner approved by the owners corporation and not, unless approved, in any of the rubbish bins for the building;
- (k) Subject to the any safety requirements, keep the entrance door, any balcony door or doors, and all windows to the owner's lot, closed at all times while the works are being conducted;
- (l) Ensure that the security of the building is not compromised and that no common property doors are left open for an unreasonable period or left open and not attended;
- (m) Not use common property power or water;
- (n) Give access to the owners corporation's nominee access to the Lot to inspect (and if required by the owners corporation to also supervise) the work upon reasonable notice being given.

After work is carried out

7. After carrying out work, the owner must:

- (a) Notify the owners corporation that the work has been completed within 7 days after its completion;
- (b) Give the access to the owners corporation's nominee access to the lot to inspect the work;
- (c) Notify the owners corporation that all damage, if any, to lots and common property caused by the works and not permitted by the approval has been rectified, and provide proof to the satisfaction of the owners corporation. Such notice must be provided to the owners corporation within 28 days of the completion of the work;

- (d) If the work involved:
- (i) Removing carpet or other soft floor coverings to expose underlying hard floors; or,
 - (ii) The installation or replacement of wood or other hard floors;
- to an area other than a kitchen, bathroom, or laundry, provide to the owners corporation a report from an acoustical consultant approved by the owners corporation, that the new flooring has an acoustical star rating of 5 Stars or better, according to the Guideline for Apartment and Townhouse Acoustic Rating promulgated by the Australian Association of Acoustical Consultants;
- (e) If required by the owners corporation:
- (i) Give to the owners corporation a report from a structural engineer approved by the owners corporation, certifying that the work has not affected the structural integrity of the building, such certification to be in favour of the owners corporation;
 - (ii) Give to the owners corporation a report from a waterproofing expert approved by the owners corporation, certifying that any waterproofing has been installed in accordance with Building Code of Australia and any applicable Australian Standards, such certification to be in favour of the owners corporation;
 - (iii) Give to the owners corporation a report from a duly qualified building consultant or expert approved by the owners corporation, certifying that the work has been completed in compliance with the Building Code of Australia and any applicable Australian Standards, such certification to be in favour of the owners corporation;
 - (iv) Give a post works dilapidation report prepared by the same person who prepared the report in clause 5(e)(ii).

Use of work

8. The owner (or other user of the work) must ensure that the use of the work following completion:
- (a) Does not unreasonably interfere with the peaceful use or enjoyment of an occupier of another lot or any person lawfully using the common property;
 - (b) Complies with applicable laws, and applicable requirements of the local council.

Repair of any damage

9. The owner must repair any damage caused to any other lot or the common property by the conduct or use of the works, such repairs to be carried out without delay.

Repair and maintenance

10. The owner must maintain and keep in a state of good and serviceable repair the work and any common property affected by the work. The owner must also renew or replace the work where necessary. The provisions of clauses 5 to 7 apply to any work the owner carries out to comply with this clause.

Indemnity

11. The owner indemnifies and keeps the owners corporation indemnified against any loss, claim, cost, legal liability or proceedings in respect of any injury, loss or damage whatsoever to the common property, or other property or person insofar as such injury, loss or damage arises out of the:
- (a) Performance of the work;
-

- (b) Use of the work;
- (c) Failure to comply the duty to maintain, repair, renew or replace;
- (d) Performance of any work required to comply with the duty to maintain, repair, renew or replace;
- (e) Owner's breach of any part of this by-law.

Insurance

12. The owner must, if required by the owners corporation, make, or permit the owners corporation to make on the owner's behalf, any insurance claim concerning or arising from the work, and use the proceeds of any insurance payment made as a result of an insurance claim to complete the work or repair any damage to the building caused by the work.

Bond

13. The owners corporation may apply any part of a bond paid by the owner towards the costs of the owners corporation incurred in repairing any damage caused to common property or any other lot during or as a result of the work, or cleaning any part of the common property as a result of the work.
14. The owners corporation must refund the bond, or the remaining balance of it, within 14 days of being notified by the owner that work has been completed and the owners corporation is reasonably satisfied that the owner has complied with the conditions of approving the work.

BREACH OF THIS BY-LAW

15. If an owner fails to comply or breaches any part of this by-law, then the owners corporation may:
- (e) Request, in writing, that the owner complies or rectifies the breach within 14 days or such other period as is specified in the notice;
 - (f) If the owner fails to comply with the request in sub clause (a):
 - (i) Without prejudice to any other rights, enter upon any part of the lot, to carry out any work necessary to ensure compliance with this by-law or an order from council, a Court or a Tribunal;
 - (ii) Recover the costs of carrying out work referred to in this clause hereto from the owner;
 - (iii) Recover as a debt any amounts payable by an owner pursuant to this by-law, not paid at the end of one month after demand, together with any simple interest on any outstanding amount at the rate prescribed by Section 85 of the Act, and the expenses of the owners corporation incurred in recovering those amounts.

Costs

16. The owner must pay all costs, fees, and expenses incurred by the owners corporation in considering, negotiating, making, enforcing or undertaking any action, matter or thing required of it in this by-law. Any amount payable by an owner under this clause may be recovered as a debt due and payable by that owner together with interest at the rate prescribed in Section 85 of the Act and the expenses of the own