Report



This report has been prepared by Advanced Strata Inspections on behalf of our client or contracted to Advanced Strata Inspections on behalf of a third party.

Client Name: Sanders

Lot No: 7

Strata Plan: 17029

Address: 7/20-22 Toronto Parade, Jannali NSW 2226

Prepared for: Bronwyn Mary Smith

Inspector: Matthew Sidra

Inspection Date: 12/12/2023

Contact



Matthew@advancedstrata.com.au



Advancedstratainspections

ABN:96 600 596 183

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Documents for Inspection

Listed are documents that are normally made available by the Strata Managing agent at the time of inspection of the Strata Records. Those marked 'Yes' have been attached to this report.

Strata Roll	Yes ⊠	No 🗆
Strata Plan	Yes ⊠	No □
Certificate of Title	Yes ⊠	No □
Financial Accounts	Yes ⊠	No □
Admin & Capital Works Fund	Yes ⊠	No □
Insurance Valuation	Yes ⊠	No □
Building Insurance	Yes ⊠	No □
Previous 5 years AGM Minutes	Yes ⊠	No □
EGM minutes (if applicable)	Yes ⊠	No □
Correspondence File	Yes ⊠	No □
Fire Safety Certificate	Yes □	No ⊠
Capital Works Fund Forecast Report	Yes ⊠	No □
Occupational Health and Safety Report	Yes □	No ⊠
Asbestos Report	Yes □	No ⊠
Building Defects (if applicable)	Yes □	No ⊠
Cladding (if applicable)	Yes □	No ⊠
Strata Plans By-laws (if applicable)	Yes ⊠	No □
Were records missing	Yes □	No ⊠
Have missing documents been requested	Yes □	No ⊠

Missing documents (if applicable): Fire Safety Certificate-not required

Notable Matters

Note: On issues, and or building matters found in the books and records, which may be of interest to the purchaser. 3

NOTE: As per the minutes provided at the time of the inspection we found a history of remedial works being required to be undertaken for a retaining wall, tree removal with special levies being raised. Most recently works for the sewer reline have been undertaken and completed. There are additional works to the sewer line to be undertaken but as yet no costings have been determined. A quote for roofing works was received in 2021 (attached) but due to a change of strata management we could not ascertain if these works were completed.

EGM 12/12/2022 RESOLVED

• To appoint Stratabee as strata managers-refer motion 2

EGM 18/03/2017 RESOLVED

- Accept quote from Lily Vale Tree Sevices for \$1,980.00 to remove 4 trees and grind stumprefer motion 2
- Accept the 3 quotes fro Strata Bricklaying for \$10,654.00 for a new retaining wall -refer motion
- To raise a special levy of \$14,000.00 for the tree removal and retaining wall works. Payable in 1 instalment due 30/04/2017-refer motion 4

Attached Document; Sydney Plumbing Specialists quote dated 23/03/2023 for sewer reline, Bylaw reminder to residents Lot 3, APT Roofing quote dated 20/10/2021, Child Safety Lock Window Lock Certificate dated 15/02/2020 & 18/11/2017.

Strata Roll

Owner/Name: Bronwyn Mary Smith

Address: C/- Sander pProperty Agents 9 Jannali Avenue Jannali NSW 2226

Mortgagee: None recorded

The details above reflect the information available in the Strata records. Current ownership details can be confirmed with your legal adviser from the title search included as part of the sale contract for this property.

Unit Entitlement: (Aggregate Entitlement)

The unit entitlement is 96.00 of an aggregate of 1,000.00 Therefore, the subject lot carries rights and responsibilities equivalent to 9.6% of the strata plan. The owners of the subject lot may cast votes equivalent to their percentage ownership of the strata plan and are responsible for the expenditure of the building to the same extent.

Levies

The budget passed at the last Annual General Meeting is as follows:

Date of the last AGM held:

Date of next expected AGM:

Not yet set

Administration Fund:

Total Building: \$41,540.00

The Subject Lot:

Annually: \$3,987.84 Per Quarter: \$996.96

Capital Works Fund:

Total Building: \$18,164.76

The Subject Lot:

Annually: \$1,743.80 Per Quarter: \$435.95

Effective from: 1/11/2023

Arrears:

The Subject Lot: \$0.00

Previous Year's levies determined at the AGM dated: 03/11/2022

Administration Fund Total Building:	\$32,159.40	
Capital Works Fund Total Building:	\$17,943.30	
Special Levies		
Current Reason for special Levies:	Yes □	No ⊠
Possible or proposed special levies Reason for possible or proposed special levies:	Yes □	No ⊠
Supporting documents attached:	Yes □	No ⊠
Additional documents or commentary requested:	Yes □	No ⊠
Past Reason for special Levies:	Yes ⊠	No □
EGM 18/03/2017 RESOLVED To raise a special levy of \$1 wall works. Payable in 1 instalment due 30/04/2017-refe	· ·	emoval and retaining
Resolved:	Yes ⊠	No □
Supporting documents attached:	Yes ⊠	No □
Additional documents or commentary requested:	Yes □	No 🗵
Capital works fund forecast		
Capital works fund forecast is attached:	Yes □	No □

Strata Plan

Number of lots in Strata Plan: 10

Number of Units: 10

Lot and Unit number correspond Yes oximes No oximes

Date Strata Plan registered: 10/06/1981

Original Owner: Not Ascertained

Managing Agent

Name: Strata Sense

Address: Suite 903/418a Elizabeth St, Surry Hills NSW 2010

Telephone Number: 1300 859 044

Assigned Manager: Jessica Grant

Covid-19

In response to the impact of COVID-19 on strata and community schemes, the NSW Government has made temporary changes to the law to give schemes the flexibility they need to function. The regulations commenced on 5 June 2020 and will be in place until further notice. You should refer to the NSW Government Fair Trading website for further details: https://lnk.nswfairtrading.trclient.com/l/AtGMpL-xv3We3xxUWiLMJV8

Owners Funds

As at 12/12/2023 The financial position of the Owners Corporation (ASSETS MINUS LIABILITIES) was as follows:

Administration Fund: \$9,795.65

(This fund covers the day-to-day expenditure of the building)

Capital Works Fund: \$37,582.70

(This fund is intended to cover long-term maintenance of the building)

Combined

Owners Funds: \$47,378.35 Cash at Bank: \$46,750.98

Investment: \$0.00

Loan account if applicable: \$0.00 Total levies in arrears: \$1,532.77

Past building work

We refer you to the History of Expenditures below which notes major expenditure items for building works.

The following extracts concerning this work and other matters of interest are taken from the minutes, financial accounts, and correspondence: The following capital works fund, income & expenditure statements are attached for your reference, for the period:

Date:

01/09/2023 - 12/12/2023 01/09/2022 -31/08/2023 01/09/2019 -31/08/2020

Account Keeping Requirements:

Accounting records are kept as per the Act	Yes ⊠	No □
Annual Budgets have been prepared	Yes 🗵	No □
Accounts are audited	Yes 🗆	No 🗵
Tax returns		
Corporation lodges income tax returns	Yes ⊠	No □
Copy of most recent Tax Return sighted	Yes □	No ⊠
Expenditure for tax preparation in financial account	Yes ⊠	No □
The Owner's Corporation is registered for and		
collects GST	Yes 🗆	No ⊠

Insurance

Insurance held with: Longitude Insurance

Policy No: LNG-STR-172619

Due Date: 31/01/2024

Building: \$6,003,628

Public Liability: \$50,000,000

Voluntary Workers: \$200,000/2000

Workers Compensation: Not Included

Please Note: Only required where wages are paid in excess of \$7,500 per annum

Loss of Rent: \$900,544

Please Note: Coverage for situations where the building becomes uninhabitable.

Office Bearers Liability: \$1,000,000

Fidelity Guarantee: \$100,000

Machinery Breakdown: \$100,000

Common Contents: \$60,036

Building Catastrophe: 15%

Total Premium Cost: \$16,938.34

Documents sighted Yes⊠ No□

All insurances held in the name of the Owners Corporation:

Yes ⊠ No □

The Strata Schemes Management Act 2016 requires the Owners Corporation to have the following:

- a) Building insurance at least to the value of the building as determined by a valuation which must be obtained at least every 5 years
- b) Public Liability cover to a minimum of \$10,000,000
- c) Workers' Compensation insurance; and Voluntary Workers insurance.

Building valuation

Valuer: V J Ray Valuations

Date: 21/12/2020

Building Replacement Cost: \$4,590,000.00

Minutes and records

Minutes and financial records have been retained for the prescribed period of five years:				
	Yes ⊠	No □		
Date of the last AGM: 03/10/2023 Last Minutes in Book: EGM 13/11/2023 Date of the first AGM: Not Ascertained				
Missing Minutes: Please specify:	Yes \square	No ⊠		
Minutes Requested	Yes □	No ⊠		
Strata Committee Members: Please refer to the 2023 AGM mi	nutes, attac	hed.		
Notices				
Do the records contain Notices or Orders adversely affecting to	he Owners (Yes 🗆	Corporation? No ⊠		
Please Insert comments: None sighted at the time of inspection	n			
Litigation				
Any evidence of current or proposed litigation involving the O	wners Corpo	oration:		
	Yes \square	No ⊠		

By-Laws for this Strata Scheme

The Certificate of Title is not normally found in the strata records. A Title Search is normally conducted and included as part of the sale contract documentation. Please consult with your legal adviser on this issue.

A search should be made at the Land Titles Office regarding registers dealings. The Strata Schemes Management Act 1966 requires that a change of By-Laws must be registered within two years of a resolution being passed.

New Strata Legislation (effective 30 November 2016)

The Strata Schemes Management Act 2015 commenced on 30 November 2016 which enacts new regulations regarding By-Laws.

All Strata Schemes will need to review their By-Laws before 1 December 2017.

Schemes prior to 1 July 1997 must adopt the new model By-Laws. However, they can be subject to changes being adopted through a Special Resolution in a general meeting of the Owners Corporation.

Strata Schemes commencing between 1 July 1997 and 30 November 2016 must review their By-Laws by 1 December 2017, Note: Adoption of the new model Ry-Laws is not compulsory

by 1 December 2017. Note: Adoption of the new moder by-La	WS IS HOL CC	impuisory.
Is there any evidence of By-Laws passed during the past 6-Mo	onths, that h	nave not been registered:
	Yes \square	No ⊠
If yes, please specify: None sighted at the time of inspection		
Harmony		
We note that the following By-Laws infringements were addre	essed in rec	ent times:

Pets

NOTE: Owners Corporations have twelve (12) months from 30 November 2016 to review the By-Laws of their Strata Scheme as outlined in the By-Laws section of this Report. Therefore, the current attitude policy to pets, if any, will remain in place until the Review is undertaken.

Current policy for this Strata Scheme

Keeping of animals – Refer to the strata plans by-laws

Alterations and Additions

None sighted at the time of inspection

Before conducting alterations to units or the common property owners must first request permission from the Owners Corporation.

n to conduct

Do the records contain any recent applications to alterations or additions to individual units or to t			for permission)
	•	Yes \square	No ⊠	
If yes, please specify: AGM 17/10/2020 approve renovations Lot 6-refe	er motion 7			
Fire safety certificate Was the current Fire Safety Certificate sighted:	_			
	Yes 🗆	No ⊠		

An Annual Fire Safety Statement was not sighted at time of our inspection.

NOTE: this strata plan is NOT required to conduct an annual inspection, and or submit certification to council.

Glossary

Α

Agenda

A list of motions or issues to be voted upon or deliberated at a meeting.

Aggregate Unit Entitlement

The total of all the individual lot unit entitlements in the Strata Scheme. See also Total Unit Entitlement and Unit Entitlement.

Annual General Meeting (AGM)

A meeting of owners and other interested parties (as noted on the Strata Roll) that must be convened once a year under the NSW Strata Schemes Management Act 2015. Also, see General Meeting.

Airspace

A lot owner effectively owns the airspace (and anything included in the airspace) inside the boundary walls, floor, and ceiling of the lot. Lot airspace may include balconies and courtyards. Everything within the airspace must be maintained at the owner's cost.

В

By-Laws

A set of rules the residents (owners and tenants) in the strata or community scheme must abide by.

Budget

An estimation of future receipts and payments likely to occur in the coming year for a scheme. This estimate is prepared by the Strata Committee or the Strata Managing Agent and is based principally on the historical costs of the scheme.

C

Capital Works Fund Note: previously known as Sinking Fund

A fund, under the control of the Owners Corporation, used to cover major renewal, repair or replacement works for the scheme including such things as window bar replacement, structural rectification, roofing replacement or repair, common property painting, stairwell carpet replacement, balcony problems, unexpected emergencies etc. Contributions are set by the Owners Corporation and are usually paid in quarterly instalments (see Levies).

Certificate of Title

A title deed issued by the NSW Land and Property Information to prove ownership of a lot. The Owner's Corporation is also issued with a title deed for the common property.

Common Property

Common property is areas such as driveways, external walls, roofs, stairwells, foyers, and gardens. Ownership is shared between Lot owners. Everything that is not defined as part of a lot is common property.

Ε

Extraordinary General Meeting (EGM)

A meeting held outside the time frame of the Annual General Meeting for the consideration of any matters that need to be addressed by all owners.

Exclusive Use

A special right granted to an owner to use a part of the common property (e.g., exclusive use of a car space located on common property).

Executive Committee (see Strata Committee)

Н

Harmony

A term used to describe the level of owner contentment that exists within a scheme. Issues that impact on the level of harmony are parking, noise, animals and disputes between neighbours, owners, and the Strata Committee.

ı

Initial Period

The period in which the original owner still owns strata lots in a Strata Scheme for which the sum of the unit entitlements of those lots comprises more than 2/3 of the aggregate unit entitlement of the scheme.

L

Levies

Contributions usually paid quarterly, by the owners to the Owners Corporation to cover regular expenditure and future major works expenses. The amount paid by each lot owner is regulated by the unit entitlement of their respective lot and allocated to both the Administrative and Capital Works (previously known as Sinking) Funds.

Lot

A strata scheme is a building or collection of buildings that has been divided into 'lots. Lots can be individual units/apartments, townhouses, or houses. When a person buys a lot, they own the individual lot and share the ownership of common property with other lot owners.

М

Minutes

A documented record of all proceedings for all meetings held by the Owners Corporation and Strata Committee.

Motion

A proposal put forward for consideration at meetings held by the Owners Corporation and the Strata Committee.

O

Ordinary Resolution

A resolution that requires a majority vote of eligible owners or representatives present at a general meeting. An ordinary resolution motion is resolved if the majority of the votes cast are in favour of the motion otherwise the motion is defeated. Ordinary Resolutions are proposed to deal with such things as determining levy contributions and administrative matters.

Original Owner

The owner of the entire strata titled complex when the Strata Scheme was originally registered. It is usually the developer or builder.

Owners Corporation

The legal entity consists of all the owners of the lots in a Strata Scheme and formed when a Strata Plan is registered.

Ρ

Poll

A method of voting at meetings where each owner's vote has a value based on their lots unit entitlement.

Proxy

A person appointed, in writing, by an owner or mortgagee to attend a meeting and vote on the appointer's behalf.

Q

Quorum

A quorum for a general meeting is 25% of people entitled to vote or owners who hold 25% or more of unit entitlement. A quorum for an executive committee meeting is at least 50% of the executive committee members.

R

Resolution

A decision made at a meeting based on a motion raised and addressed at the meeting. There are three types of resolutions – Ordinary Resolutions, Special Resolutions and Unanimous Resolutions.

S

Sinking Fund (see Capital Works Fund)

Special Levy

A Special Levy is raised to pay for expenses not budgeted for in either the Administrative Fund or the Capital Works Fund (previously Sinking Fund). The amount and number of payments are specified at a general meeting of the Owners Corporation where the levy is approved.

Special Resolution

A Special Resolution requires a minimum of 75% of the owners in favour of a motion, based on unit entitlement, when presented at a general meeting of the owner's corporation. Special Resolutions are proposed to deal with such things as issues concerning common property or the amending of By-Laws.

Strata Committee (previously known as the Executive Committee)

Elected representatives of the owners. The election takes place at each Annual General Meeting. The three main positions are Chairman, Secretary and Treasurer.

Strata Scheme

A Strata Scheme is a building or collection of buildings that has been divided into lots. Lots can be individual units/apartments, townhouses, or houses. When a person buys a lot, they own the individual lot and share the ownership of common property with other lot owners. Common property generally includes things like gardens, external walls, roofs, driveways, and stairwells.

Strata Roll

The register of the owners of all lots in the Strata Scheme including any utility lots. It also includes the names of other interested parties such as any mortgagees, covenant charges or lessees.

Т

Total Unit Entitlement

The total of all the individual lot unit entitlements in the Strata Scheme.

Tribunal

The NSW Civil and Administrative Tribunal (NCAT) hears and determines disputes between tenants, landlords, traders, and consumers in a timely and effective manner.

U

Unanimous Resolution

A Unanimous Resolution requires 100% of the owners in favour of a motion when presented at a general meeting of the owner's corporation. Unanimous resolutions are proposed to deal with such things as alterations to the Strata Plan or dealing with some Insurance matters.

Unit Entitlement

Each lot in a strata plan is allocated a unit entitlement based upon its value relative to the other lots in the scheme. This entitlement regulates the proportion of the levies payable by the lot owners and the voting rights of the lot.

W

WHS - Work Health & Safety

An acronym for Work Health & Safety, which is a set of rules and regulations concerned with protecting the safety, health, and welfare of people engaged in work or employment. The goal of occupational safety and health programs is to foster a safe and healthy work environment.

Terms & Conditions

Intellectual Property

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Limitations and disclaimers relating to our inspection and reports

You should note that there are limitations and disclaimers in our inspections and reports. These limitations and disclaimers are clearly outlined below, throughout this report and in the Client Agreement that you agreed to prior to purchasing any report.

Disclaimer

a)During the subject inspection, no attempt was made to ascertain whether any Managing Agent has complied with the detailed accounting requirements of the Auctioneers and Agents legislation or whether the prescribed accounting and prescribed financial statement requirements are being complied with by the Owner's Corporation. As these requirements are particularly complex, an additional inspection by a specially trained inspector would be necessary before we can report.

b) The information contained in this report was extracted from the books and records of the Owner's Corporation and as far as was possible, from conversations with officers of the Owner's Corporation. Special procedures were followed to minimise the possibility of records not being made available for inspection. However, your attention is directed to the possibility that all the Owner's Corporation records may not have been made available for inspection or, alternatively, that the records may not have contained all the information of interest to a Purchaser or Mortgagee. Please note that some managing agents are in the practice of archiving records prior to the required period of five years & that these records may not have been made available for this inspection.

c)Most of the records at this managing agent's office have been scanned and are kept on their computer data base; each image is individually scanned and recorded in various categories rendering their inspection most cumbersome and difficult; we can therefore not be certain that we sighted each and every image

d)This report is issued to the named client and if that person is a solicitor or conveyancer, the client of that solicitor or conveyancer, Advanced Strata Inspections and their contractor will not accept any responsibility to any other person who relies upon this report to their detriment unless it has been agreed to in writing to accept such responsibility.

e)It is recommended and encouraged to seek legal assistance and advice on the details and contents of this report. We will not be able to provide you with advice or guidance.

Information regarding this report

This report summarises information gathered during an inspection of the records of the strata plan.

The information used is based on what is made available to the inspector on the date of inspection by the Strata Managing Agent. Strata Records are available via a computer storage system our inspectors will inspect those records as well as any photocopies provided by the Strata Managing Agent. We cannot guarantee that what was made available at the time of inspection forms part, or all of the records the Strata Management holds in their possession.

oximes This strata management office was not open to the public for access to the records. A formal inspection of the records was not conducted in person. We obtained this information and attachments by way of portal access or email attachments from the strata management company.
\Box This strata management office was open to the public for access to the records. A formal inspection of the records was conducted in person. We obtained this information and attachments by way of access to soft and hard copy records on site.
☐ This strata plan forms part of a Community Association/BMC, which oversees the entire complex. The records of the association were not inspected. The association/shared facility/BMC may hold records pertaining to the subject strata plan.

Contact Us

If you would like further clarification regarding the information within this report or have any questions our inspector's details can be found below. Please do not hesitate to do so before any other action is taken.

Inspector contact details:

Email: Matthew@advancedstrata.com.au Website: www.advancedstrata.com.au

Contact us: https://advancedstrata.com.au/contact

Instagram: @advancedstratainspections

Suite 304, Level 3, 29 Kiora Road MIRANDA NSW 2228 ABN: 22117427184

Ph: 0282978080 Email: buzz@stratabee.com.au Printed: 12/12/2023 08:43 am User: Samuele Reicher

Strata Roll of Owners for Strata Plan Number 17029

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Owner Page

S/Plan: 17029

Building Address: 20-22 Toronto Parade Units: 10 Lots: 10

Suburb: Jannali State: NSW Post Code: 2226

Building Name: ABN: 55779875794

GST: No **Manager:** Jessica Grant

Lot: 7 Unit: 7 Last Settled: 14/12/2022

Units of Entitlement: 96 / 1000

Owner Name: Bronwyn Mary Smith

Salutation:

Owner Address: 32 Seventh Avenue

JANNALI NSW 2226

Levy Notice Name: Sanders Property Agents

Levy Notice Address: Deliver by: Email

9 Jannali Ave

JANNALI 2226 NSW

Address for Meeting Notices: Deliver by: Email

9 Jannali Ave

JANNALI 2226 NSW

Address for Correspondence: Deliver by: Email

9 Jannali Ave

JANNALI 2226 NSW

Full Name:

Residence Address: 32 Seventh Avenue

JANNALI NSW 2226

Schedules: Contribution Schedule (96/1000).

Managing Agent Details

Agent Name: Sanders Property Agents

Address: 9 Jannali Ave

Suburb: JANNALI State: 2226 Post Code: NSW

 $\textbf{Email:} \hspace{0.1cm} \textbf{propertymanagement@sanders.com.au;} accounts@sanders.com.au$

Tenancy Details

Tenant Name: Dylan Pickering & Ashlee Howlett

Salutation: Contact Name:

Start Date: Expiry Date:

Suite 304, Level 3, 29 Kiora Road MIRANDA NSW 2228 ABN: 22117427184

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Strata Roll of Owners for Strata Plan Number 17029

Owner Page

S/Plan: 17029

Building Address: 20-22 Toronto Parade

Suburb: Jannali

Building Name:

GST: No

Units: 10

State: NSW

ABN: 55779875794

Manager: Jessica Grant

Notes:

Nominees

This lot has no nominees listed.

Mortgagees

This lot has no mortgagees listed.

Past Owners

This lot has no past owners listed.

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Lots: 10

Post Code: 2226

Suite 304, Level 3, 29 Kiora Road MIRANDA NSW 2228 ABN: 22117427184

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OWNER LEDGER from 01/09/23 to 12/12/23 Contribution Schedule

S/Plan: 17029 **Units**: 10 **Lots**: 10

Building Address: 20-22 Toronto Parade

:

Suburb: Jannali State: NSW Post Code: 2226

Building Name: 20-22 Toronto Parade

GST?: No ABN: 55779875794 Manager: Jessica Grant

Lot 7	Unit	7 Bronwyn Mary Smith			
Date	Ref	Details	Debit	Credit	Balance
01/09/23		Opening Balance	\$0.00	\$1,221.62	\$1,221.62 CR
01/09/23	12	Quarterly Levy Notice From: 01/09/2023 To: 30/11/2023	\$1,221.62	\$0.00	\$0.00
26/09/23	13	TRF: Quarterly Levy Notice for 01/09/2023 to 30/11/2023 Levy Ref# 12	\$0.00	\$1,221.62	\$1,221.62 CR
26/09/23	20	Receipt; Transfer from credit	\$1,221.62	\$0.00	\$0.00
18/10/23	25	Receipt; Standard Levy Contribution Schedule for 01/11/2023 to 31/01/2024 Levy Ref# 40	\$0.00	\$1,432.91	\$1,432.91 CR
01/11/23	40	Standard Levy Contribution Schedule From: 01/11/2023 To: 31/01/2024	\$1,432.91	\$0.00	\$0.00
		Closing Balance	\$3,876.15	\$3,876.15	\$0.00
		Interest Due	\$0.00		\$0.00
		Total Balance	\$3,876.15	\$3,876.15	\$0.00

Page 1

AUSTRALICA PTY LTD T/A STRATABEE OWNER TRANSACTION SUMMARY from 01/09/23 to 12/12/23 Contribution Schedule

S/Plan: 17029 **Units**: 10 **Lots**: 10

Building Address: 20-22 Toronto Parade

:

Suburb: Jannali State: NSW Post Code: 2226

Building Name: 20-22 Toronto Parade ABN: 55779875794

GST?: No Manager: Jessica Grant

Lot#: 7 Unit#: 7 Units of Entitlement: 96 Paid To: 31/01/24

Owner Name: Bronwyn Mary Smith Contribution Schedule: 96

Levies										
Due Date	Reference	Details		Total Due	Paid	Discount	Unpaid	Arrears	Interest Due	GST
01/09/23	12	Quarterly Levy Notice from 01/30/11/2023	09/2023 to	\$1,221.62	\$1,221.62	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
		FULLY PAID	Admin Capital Works	\$784.15 \$437.47	\$784.15 \$437.47	\$0.00 \$0.00	\$0.00 \$0.00	\$0.00 \$0.00	\$0.00 \$0.00	\$0.00 \$0.00
01/11/23	40	Standard Levy Contribution Sci 01/11/2023 to 31/01/2024	nedule from	\$1,432.91	\$1,432.91	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
		FULLY PAID	Admin	\$996.96	\$996.96	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
			Capital Works	\$435.95	\$435.95	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Le	evy Totals for	or the Period 01/09/23 to 12/	12/23	\$2,654.53	\$2,654.53	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

ference	Details	Admin Ca	apital Works	Total	Discount	Interest Paid	GST
13	TRF: Quarterly Levy Notice for 01/09/2023 to 30/11/2023	\$784.15	\$437.47	\$1,221.62	\$0.00	\$0.00	\$0.00
20	Transfer; - Transfer from credit Transfer from credit	\$-1,221.62	\$0.00	\$-1,221.62	\$0.00	\$0.00	\$0.00
25	Transfer; - Transfer from credit Standard Levy Contribution Schedule for 01/11/2023 to 31/01/2024	\$996.96	\$435.95	\$1,432.91	\$0.00	\$0.00	\$0.00
	Receipt; bpay-payment - DEFT Bpay 0000170297	\$550.40	***	A4 400 04	40.00	40.00	\$0.00
	13 20 25	TRF: Quarterly Levy Notice for 01/09/2023 to 30/11/2023 Transfer; - Transfer from credit Transfer; - Transfer from credit Transfer; - Transfer from credit Standard Levy Contribution Schedule for 01/11/2023 to 31/01/2024	13 TRF: Quarterly Levy Notice for 01/09/2023 to 30/11/2023 \$784.15 Transfer; - Transfer from credit 20 Transfer from credit \$-1,221.62 Transfer; - Transfer from credit 25 Standard Levy Contribution Schedule for 01/11/2023 to 31/01/2024 \$996.96 Receipt; bpay-payment - DEFT Bpay 0000170297	13 TRF: Quarterly Levy Notice for 01/09/2023 to 30/11/2023 \$784.15 \$437.47 Transfer; - Transfer from credit 20 Transfer from credit \$-1,221.62 \$0.00 Transfer; - Transfer from credit 25 Standard Levy Contribution Schedule for 01/11/2023 to 31/01/2024 \$996.96 \$435.95 Receipt; bpay-payment - DEFT Bpay 0000170297	TRF: Quarterly Levy Notice for 01/09/2023 to 30/11/2023 \$784.15 \$437.47 \$1,221.62 Transfer; - Transfer from credit Transfer from credit \$-1,221.62 \$0.00 \$-1,221.62 Transfer; - Transfer from credit Standard Levy Contribution Schedule for 01/11/2023 to 31/01/2024 \$996.96 \$435.95 \$1,432.91 Receipt; bpay-payment - DEFT Bpay 0000170297	TRF: Quarterly Levy Notice for 01/09/2023 to 30/11/2023 \$784.15 \$437.47 \$1,221.62 \$0.00 Transfer; - Transfer from credit Transfer; - Transfer from credit Transfer; - Transfer from credit Standard Levy Contribution Schedule for 01/11/2023 to 31/01/2024 \$996.96 \$435.95 \$1,432.91 \$0.00 Receipt; bpay-payment - DEFT Bpay 0000170297	TRF: Quarterly Levy Notice for 01/09/2023 to 30/11/2023 \$784.15 \$437.47 \$1,221.62 \$0.00 \$0.00 Transfer; - Transfer from credit Transfer from credit \$-1,221.62 \$0.00 \$-1,221.62 \$0.00 \$0.00 Transfer; - Transfer from credit Standard Levy Contribution Schedule for 01/11/2023 to 31/01/2024 \$996.96 \$435.95 \$1,432.91 \$0.00 \$0.00 Receipt; bpay-payment - DEFT Bpay 0000170297

Australica Pty Ltd t/a StrataBee Suite 304, Level 3, 29 Kiora Road MIRANDA NSW 2228 ABN: 22117427184

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Balance Sheet - S/Plan 17029 20-22 TORONTO PARADE, JANNALI, NSW 2226

For the Financial Period 01/09/2023 to 12/12/2023

	Administrative	Capital Works	TOTAL THIS YEAR
Assets			
Cash At Bank			
SP 17029	\$9,613.32	\$37,137.66	\$46,750.98
Levies Receivable	\$1,087.73	\$445.04	\$1,532.77
Total Assets	\$10,701.05	\$37,582.70	\$48,283.75
Liabilities			
Accounts Payable (GST Free)	\$286.00	\$0.00	\$286.00
Accounts Payable (Previous Agent)	\$619.40	\$0.00	\$619.40
Total Liabilities	\$905.40	\$0.00	\$905.40
Net Assets	\$9,795.65	\$37,582.70	\$47,378.35
Owners Funds			
Opening Balance	\$(3,709.35)	\$50,374.50	\$46,665.15
Net Income For The Period	\$13,505.00	\$(12,791.80)	\$713.20
Total Owners Funds	\$9,795.65	\$37,582.70	\$47,378.35

Suite 304, Level 3, 29 Kiora Road MIRANDA NSW 2228 ABN: 22117427184

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Income and Expenditure Statement - S/Plan 17029 20-22 TORONTO PARADE, JANNALI, NSW 2226

For the Financial Period 01/09/2023 to 12/12/2023

Administrative Fund

Expense Recoveries \$0.00		TOTAL THIS YEAR	This Year Budget	Last Year Actual
Expense Recoveries (Legal & Debt Collection Fees) \$70.00 \$0.00 \$264.00 Insurance Claim Income \$0.00 \$0.00 \$18,297.00 Interest on Overdues Levies \$0.00 \$18,53.22 \$41,540.00 \$23,991.21 Total Administrative Fund Income \$18,623.22 \$41,540.00 \$23,991.21 Total Administrative Fund Income \$18,623.22 \$41,540.00 \$44,385.90 Expenses Administrative Fund Income \$18,623.22 \$41,540.00 \$44,385.90 Expenses Administrative Fund Income \$18,623.22 \$41,540.00 \$44,385.90 Expenses Administrative Fund Income \$18,623.22 \$41,540.00 \$0.00 \$0.00 Bank Charges & DEFT Processing \$15.25 \$55.00 \$22.20 Building Report \$30.00 \$0.00 \$0.00 \$0.00 Garbage Chute/Compactor \$858.00 \$0.00 \$0.00 Gardening \$1,160.00 \$3,500.00 \$2,742.50 General Repairs \$0.00 \$3,500.00 \$27,742.50 General Repairs \$0.00 \$3,500.00 \$18,007.00 Gutters & Downpipes \$0.00 \$1,800.00 \$1,760.00 Insurance Premiums \$0.00 \$1,700.00 \$16,938.34 Legislative & Compliance Fees \$0.00 \$0.00 \$1,760.00 Management - Additional Services \$524.00 \$220.00 \$635.25 Management Fees \$971.68 \$4,550.00 \$3,23.76 Pest/Vermin Control \$0.00 \$55.00 \$0.00 Plumbing \$946.00 \$0.00 \$3,23.77 Pest/Vermin Control \$0.00 \$55.00 \$0.00 Tark Return Preparation & Lodgement \$165.00 \$110.00 \$110.00 Tax Return Preparation & Lodgement \$165.00 \$1,65.00 \$3,323.76 Total Administrative Fund Expenses \$5,118.22 \$41,540.00 \$48,893.56 Administrative Fund Expenses \$5,118.22 \$41,540.00 \$48,893.56 Opening Balance for the period \$1,3505.00 \$0.00 \$7,98.31	Income			
Expense Recoveries (Legal & Debt Collection Fees) \$70.00 \$0.00 \$264.00 Insurance Claim Income \$0.00 \$0.00 \$18,297.00 Interest on Overdues Levies \$0.00 \$18,53.22 \$41,540.00 \$23,991.21 Total Administrative Fund Income \$18,623.22 \$41,540.00 \$23,991.21 Total Administrative Fund Income \$18,623.22 \$41,540.00 \$44,385.90 Expenses Administrative Fund Income \$18,623.22 \$41,540.00 \$44,385.90 Expenses Administrative Fund Income \$18,623.22 \$41,540.00 \$44,385.90 Expenses Administrative Fund Income \$18,623.22 \$41,540.00 \$0.00 \$0.00 Bank Charges & DEFT Processing \$15.25 \$55.00 \$22.20 Building Report \$30.00 \$0.00 \$0.00 \$0.00 Garbage Chute/Compactor \$858.00 \$0.00 \$0.00 Gardening \$1,160.00 \$3,500.00 \$2,742.50 General Repairs \$0.00 \$3,500.00 \$27,742.50 General Repairs \$0.00 \$3,500.00 \$18,007.00 Gutters & Downpipes \$0.00 \$1,800.00 \$1,760.00 Insurance Premiums \$0.00 \$1,700.00 \$16,938.34 Legislative & Compliance Fees \$0.00 \$0.00 \$1,760.00 Management - Additional Services \$524.00 \$220.00 \$635.25 Management Fees \$971.68 \$4,550.00 \$3,23.76 Pest/Vermin Control \$0.00 \$55.00 \$0.00 Plumbing \$946.00 \$0.00 \$3,23.77 Pest/Vermin Control \$0.00 \$55.00 \$0.00 Tark Return Preparation & Lodgement \$165.00 \$110.00 \$110.00 Tax Return Preparation & Lodgement \$165.00 \$1,65.00 \$3,323.76 Total Administrative Fund Expenses \$5,118.22 \$41,540.00 \$48,893.56 Administrative Fund Expenses \$5,118.22 \$41,540.00 \$48,893.56 Opening Balance for the period \$1,3505.00 \$0.00 \$7,98.31	Expense Recoveries	\$0.00	\$0.00	\$1,819.56
Insurance Claim Income \$0.00 \$0.00 \$18,297.00 Interest on Overdues Levies \$0.00 \$0.00 \$14.13 Levy Income \$18,623.22 \$41,540.00 \$23,991.21 Total Administrative Fund Income \$18,623.22 \$41,540.00 \$44,385.90 Expenses	·	·		
Levy Income \$18,553.22 \$41,540.00 \$23,991.21 Total Administrative Fund Income \$18,623.22 \$41,540.00 \$44,385.90 Expenses	· · · · · · · · · · · · · · · · · · ·	\$0.00	\$0.00	\$18,297.00
State	Interest on Overdues Levies	\$0.00	\$0.00	
Administration Costs	Levy Income	\$18,553.22	\$41,540.00	\$23,991.21
Administration Costs \$240.00 \$0.00 \$0.00 Bank Charges & DEFT Processing \$15.25 \$55.00 \$32.20 Building Report \$30.00 \$0.00 \$0.00 Garbage Chutle/Compactor \$858.00 \$0.00 \$0.00 Gardening \$1,160.00 \$3,500.00 \$2,742.50 General Repairs \$0.00 \$9,000.00 \$18,007.00 Gutters & Downpipes \$0.00 \$1,800.00 \$1,760.00 Insurance Premiums \$0.00 \$17,000.00 \$16,938.34 Legislative & Compliance Fees \$0.00 \$0.00 \$715.00 Management - Additional Services \$524.00 \$220.00 \$635.25 Management - Agent Disbursements \$0.00 \$220.00 \$635.25 Management Fees \$971.68 \$4,550.00 \$3,323.76 Pest/Vermin Control \$0.00 \$550.00 \$0.00 Plumbing \$946.00 \$0.00 \$0.00 Software Subscriptions \$0.00 \$110.00 \$110.00 Trades Compliance \$99.00	Total Administrative Fund Income	\$18,623.22	\$41,540.00	\$44,385.90
Bank Charges & DEFT Processing \$15.25 \$55.00 \$32.20 Building Report \$30.00 \$0.00 \$0.00 Garbage Chute/Compactor \$858.00 \$0.00 \$0.00 Gardening \$1,160.00 \$3,500.00 \$2,742.50 General Repairs \$0.00 \$9,000.00 \$18,007.00 Gutters & Downpipes \$0.00 \$1,800.00 \$11,760.00 Insurance Premiums \$0.00 \$17,000.00 \$16,938.34 Legislative & Compliance Fees \$0.00 \$0.00 \$715.00 Management - Additional Services \$524.00 \$220.00 \$635.25 Management Fees \$971.68 \$4,550.00 \$3,323.76 Pest/Vermin Control \$0.00 \$550.00 \$0.00 Plumbing \$946.00 \$0.00 \$0.00 Software Subscriptions \$0.00 \$110.00 \$110.00 Tax Return Preparation & Lodgement \$165.00 \$336.00 \$336.00 Trades Compliance \$99.00 \$0.00 \$0.00 Utility - Electricity \$10.00 <td>Expenses</td> <td></td> <td></td> <td></td>	Expenses			
Building Report \$30.00 \$0.00 \$0.00 Garbage Chute/Compactor \$858.00 \$0.00 \$0.00 Gardening \$1,160.00 \$3,500.00 \$2,742.50 General Repairs \$0.00 \$9,000.00 \$18,007.00 Gutters & Downpipes \$0.00 \$1,800.00 \$1,760.00 Insurance Premiums \$0.00 \$17,000.00 \$16,938.34 Legislative & Compliance Fees \$0.00 \$20.00 \$715.00 Management - Additional Services \$524.00 \$220.00 \$635.25 Management - Agent Disbursements \$0.00 \$220.00 \$0.00 Management Fees \$971.68 \$4,550.00 \$3,323.76 Pest/Vermin Control \$0.00 \$550.00 \$0.00 Plumbing \$946.00 \$0.00 \$0.00 Software Subscriptions \$0.00 \$110.00 \$110.00 Tax Return Preparation & Lodgement \$165.00 \$165.00 \$385.00 Trades Compliance \$99.00 \$0.00 \$0.00 Utility - Electricity \$10.00 <td>Administration Costs</td> <td>\$240.00</td> <td>\$0.00</td> <td>\$0.00</td>	Administration Costs	\$240.00	\$0.00	\$0.00
Garbage Chute/Compactor \$858.00 \$0.00 \$0.00 Gardening \$1,160.00 \$3,500.00 \$2,742.50 General Repairs \$0.00 \$9,000.00 \$18,007.00 Gutters & Downpipes \$0.00 \$1,800.00 \$1,760.00 Insurance Premiums \$0.00 \$17,000.00 \$16,938.34 Legislative & Compliance Fees \$0.00 \$0.00 \$715.00 Management - Additional Services \$524.00 \$220.00 \$635.25 Management - Agent Disbursements \$0.00 \$220.00 \$635.25 Management Fees \$971.68 \$4,550.00 \$3,323.76 Pest/Vermin Control \$0.00 \$4550.00 \$0.00 Plumbing \$946.00 \$0.00 \$0.00 Software Subscriptions \$0.00 \$110.00 \$110.00 Tax Return Preparation & Lodgement \$165.00 \$165.00 \$385.00 Trades Compliance \$99.00 \$0.00 \$0.00 Utility - Electricity \$109.29 \$770.00 \$660.21 Waste Bin Service	Bank Charges & DEFT Processing	\$15.25	\$55.00	\$32.20
Gardening \$1,160.00 \$3,500.00 \$2,742.50 General Repairs \$0.00 \$9,000.00 \$18,007.00 Gutters & Downpipes \$0.00 \$1,800.00 \$1,760.00 Insurance Premiums \$0.00 \$17,000.00 \$16,938.34 Legislative & Compliance Fees \$0.00 \$0.00 \$715.00 Management - Additional Services \$524.00 \$220.00 \$635.25 Management - Agent Disbursements \$0.00 \$220.00 \$0.00 Management Fees \$971.68 \$4,550.00 \$3,323.76 Pest/Vermin Control \$0.00 \$550.00 \$0.00 Plumbing \$946.00 \$0.00 \$0.00 Software Subscriptions \$0.00 \$110.00 \$110.00 Trades Compliance \$99.00 \$0.00 \$385.00 Trades Compliance \$99.00 \$0.00 \$660.21 Waste Bin Service \$0.00 \$3,600.00 \$48,893.56 Total Administrative Fund Expenses \$5,118.22 \$41,540.00 \$48,893.56 Administra	Building Report	\$30.00	\$0.00	\$0.00
General Repairs \$0.00 \$9,000.00 \$18,007.00 Gutters & Downpipes \$0.00 \$1,800.00 \$1,760.00 Insurance Premiums \$0.00 \$17,000.00 \$16,938.34 Legislative & Compliance Fees \$0.00 \$0.00 \$715.00 Management - Additional Services \$524.00 \$220.00 \$635.25 Management - Agent Disbursements \$0.00 \$220.00 \$0.00 Management Fees \$971.68 \$4,550.00 \$3,323.76 Pest/Vermin Control \$0.00 \$550.00 \$0.00 Plumbing \$946.00 \$0.00 \$0.00 Software Subscriptions \$0.00 \$110.00 \$110.00 Tax Return Preparation & Lodgement \$165.00 \$385.00 \$385.00 Trades Compliance \$99.00 \$0.00 \$0.00 Utility - Electricity \$109.29 \$7770.00 \$660.21 Waste Bin Service \$0.00 \$3,600.00 \$48,893.56 Total Administrative Fund Expenses \$5,118.22 \$41,540.00 \$48,893.56 <	Garbage Chute/Compactor	\$858.00	\$0.00	\$0.00
Gutters & Downpipes \$0.00 \$1,800.00 \$1,760.00 Insurance Premiums \$0.00 \$17,000.00 \$16,938.34 Legislative & Compliance Fees \$0.00 \$0.00 \$715.00 Management - Additional Services \$524.00 \$220.00 \$635.25 Management - Agent Disbursements \$0.00 \$220.00 \$0.00 Management Fees \$971.68 \$4,550.00 \$3,323.76 Pest/Vermin Control \$0.00 \$550.00 \$0.00 Plumbing \$946.00 \$0.00 \$0.00 Software Subscriptions \$0.00 \$110.00 \$110.00 Tax Return Preparation & Lodgement \$165.00 \$165.00 \$385.00 Trades Compliance \$99.00 \$0.00 \$0.00 Utility - Electricity \$109.29 \$770.00 \$660.21 Waste Bin Service \$0.00 \$3,600.00 \$48,893.56 Administrative Fund Expenses \$5,118.22 \$41,540.00 \$48,893.56 Opening Balance for the period \$(3,709.35) \$0.00 \$798.31	Gardening	\$1,160.00	\$3,500.00	\$2,742.50
Insurance Premiums \$0.00 \$17,000.00 \$16,938.34 Legislative & Compliance Fees \$0.00 \$0.00 \$715.00 Management - Additional Services \$524.00 \$220.00 \$635.25 Management - Agent Disbursements \$0.00 \$220.00 \$0.00 Management Fees \$971.68 \$4,550.00 \$3,323.76 Pest/Vermin Control \$0.00 \$550.00 \$0.00 Plumbing \$946.00 \$0.00 \$0.00 Software Subscriptions \$0.00 \$110.00 \$110.00 Tax Return Preparation & Lodgement \$165.00 \$165.00 \$385.00 Trades Compliance \$99.00 \$0.00 \$0.00 Utility - Electricity \$109.29 \$770.00 \$660.21 Waste Bin Service \$0.00 \$3,600.00 \$48,893.56 Administrative Fund Expenses \$5,118.22 \$41,540.00 \$48,893.56 Opening Balance for the period \$(3,709.35) \$0.00 \$798.31	General Repairs	\$0.00	\$9,000.00	\$18,007.00
Legislative & Compliance Fees \$0.00 \$0.00 \$715.00 Management - Additional Services \$524.00 \$220.00 \$635.25 Management - Agent Disbursements \$0.00 \$220.00 \$0.00 Management Fees \$971.68 \$4,550.00 \$3,323.76 Pest/Vermin Control \$0.00 \$550.00 \$0.00 Plumbing \$946.00 \$0.00 \$0.00 Software Subscriptions \$0.00 \$110.00 \$110.00 Tax Return Preparation & Lodgement \$165.00 \$165.00 \$385.00 Trades Compliance \$99.00 \$0.00 \$0.00 Utility - Electricity \$109.29 \$770.00 \$660.21 Waste Bin Service \$0.00 \$3,600.00 \$48,893.56 Total Administrative Fund Expenses \$5,118.22 \$41,540.00 \$48,893.56 Opening Balance for the period \$(3,709.35) \$0.00 \$798.31	Gutters & Downpipes	\$0.00	\$1,800.00	\$1,760.00
Management - Additional Services \$524.00 \$220.00 \$635.25 Management - Agent Disbursements \$0.00 \$220.00 \$0.00 Management Fees \$971.68 \$4,550.00 \$3,323.76 Pest/Vermin Control \$0.00 \$550.00 \$0.00 Plumbing \$946.00 \$0.00 \$0.00 Software Subscriptions \$0.00 \$110.00 \$110.00 Tax Return Preparation & Lodgement \$165.00 \$165.00 \$385.00 Trades Compliance \$99.00 \$0.00 \$0.00 Utility - Electricity \$109.29 \$770.00 \$660.21 Waste Bin Service \$0.00 \$3,600.00 \$48,893.56 Total Administrative Fund Expenses \$5,118.22 \$41,540.00 \$48,893.56 Administrative Fund Surplus/Deficit \$13,505.00 \$0.00 \$(4,507.66)	Insurance Premiums	\$0.00	\$17,000.00	\$16,938.34
Management - Agent Disbursements \$0.00 \$220.00 \$0.00 Management Fees \$971.68 \$4,550.00 \$3,323.76 Pest/Vermin Control \$0.00 \$550.00 \$0.00 Plumbing \$946.00 \$0.00 \$0.00 Software Subscriptions \$0.00 \$110.00 \$110.00 Tax Return Preparation & Lodgement \$165.00 \$165.00 \$385.00 Trades Compliance \$99.00 \$0.00 \$0.00 Utility - Electricity \$109.29 \$770.00 \$660.21 Waste Bin Service \$0.00 \$3,600.00 \$48,893.56 Total Administrative Fund Expenses \$5,118.22 \$41,540.00 \$48,893.56 Administrative Fund Surplus/Deficit \$13,505.00 \$0.00 \$798.31	Legislative & Compliance Fees	\$0.00	\$0.00	\$715.00
Management Fees \$971.68 \$4,550.00 \$3,323.76 Pest/Vermin Control \$0.00 \$550.00 \$0.00 Plumbing \$946.00 \$0.00 \$0.00 Software Subscriptions \$0.00 \$110.00 \$110.00 Tax Return Preparation & Lodgement \$165.00 \$165.00 \$385.00 Trades Compliance \$99.00 \$0.00 \$0.00 Utility - Electricity \$109.29 \$770.00 \$660.21 Waste Bin Service \$0.00 \$3,600.00 \$3,584.30 Total Administrative Fund Expenses \$5,118.22 \$41,540.00 \$48,893.56 Administrative Fund Surplus/Deficit \$13,505.00 \$0.00 \$(4,507.66) Opening Balance for the period \$(3,709.35) \$0.00 \$798.31	Management - Additional Services	\$524.00	\$220.00	\$635.25
Pest/Vermin Control \$0.00 \$550.00 \$0.00 Plumbing \$946.00 \$0.00 \$0.00 Software Subscriptions \$0.00 \$110.00 \$110.00 Tax Return Preparation & Lodgement \$165.00 \$165.00 \$385.00 Trades Compliance \$99.00 \$0.00 \$0.00 Utility - Electricity \$109.29 \$770.00 \$660.21 Waste Bin Service \$0.00 \$3,600.00 \$3,584.30 Total Administrative Fund Expenses \$5,118.22 \$41,540.00 \$48,893.56 Administrative Fund Surplus/Deficit \$13,505.00 \$0.00 \$(4,507.66) Opening Balance for the period \$(3,709.35) \$0.00 \$798.31	Management - Agent Disbursements	\$0.00	\$220.00	\$0.00
Plumbing \$946.00 \$0.00 \$0.00 Software Subscriptions \$0.00 \$110.00 \$110.00 Tax Return Preparation & Lodgement \$165.00 \$165.00 \$385.00 Trades Compliance \$99.00 \$0.00 \$0.00 Utility - Electricity \$109.29 \$770.00 \$660.21 Waste Bin Service \$0.00 \$3,600.00 \$3,584.30 Total Administrative Fund Expenses \$5,118.22 \$41,540.00 \$48,893.56 Administrative Fund Surplus/Deficit \$13,505.00 \$0.00 \$(4,507.66) Opening Balance for the period \$(3,709.35) \$0.00 \$798.31	Management Fees	\$971.68	\$4,550.00	\$3,323.76
Software Subscriptions \$0.00 \$110.00 \$110.00 Tax Return Preparation & Lodgement \$165.00 \$165.00 \$385.00 Trades Compliance \$99.00 \$0.00 \$0.00 Utility - Electricity \$109.29 \$7770.00 \$660.21 Waste Bin Service \$0.00 \$3,600.00 \$3,584.30 Total Administrative Fund Expenses \$5,118.22 \$41,540.00 \$48,893.56 Administrative Fund Surplus/Deficit \$13,505.00 \$0.00 \$(4,507.66) Opening Balance for the period \$(3,709.35) \$0.00 \$798.31	Pest/Vermin Control	\$0.00	\$550.00	\$0.00
Tax Return Preparation & Lodgement \$165.00 \$385.00 Trades Compliance \$99.00 \$0.00 \$0.00 Utility - Electricity \$109.29 \$770.00 \$660.21 Waste Bin Service \$0.00 \$3,600.00 \$3,584.30 Total Administrative Fund Expenses \$5,118.22 \$41,540.00 \$48,893.56 Administrative Fund Surplus/Deficit \$13,505.00 \$0.00 \$(4,507.66) Opening Balance for the period \$(3,709.35) \$0.00 \$798.31	Plumbing	\$946.00	\$0.00	\$0.00
Trades Compliance \$99.00 \$0.00 \$0.00 Utility - Electricity \$109.29 \$770.00 \$660.21 Waste Bin Service \$0.00 \$3,600.00 \$3,584.30 Total Administrative Fund Expenses \$5,118.22 \$41,540.00 \$48,893.56 Administrative Fund Surplus/Deficit \$13,505.00 \$0.00 \$(4,507.66) Opening Balance for the period \$(3,709.35) \$0.00 \$798.31	Software Subscriptions	\$0.00	\$110.00	\$110.00
Utility - Electricity \$109.29 \$770.00 \$660.21 Waste Bin Service \$0.00 \$3,600.00 \$3,584.30 Total Administrative Fund Expenses \$5,118.22 \$41,540.00 \$48,893.56 Administrative Fund Surplus/Deficit \$13,505.00 \$0.00 \$(4,507.66) Opening Balance for the period \$(3,709.35) \$0.00 \$798.31	Tax Return Preparation & Lodgement	\$165.00	\$165.00	\$385.00
Waste Bin Service \$0.00 \$3,600.00 \$3,584.30 Total Administrative Fund Expenses \$5,118.22 \$41,540.00 \$48,893.56 Administrative Fund Surplus/Deficit \$13,505.00 \$0.00 \$(4,507.66) Opening Balance for the period \$(3,709.35) \$0.00 \$798.31	Trades Compliance	\$99.00	\$0.00	\$0.00
Total Administrative Fund Expenses \$5,118.22 \$41,540.00 \$48,893.56 Administrative Fund Surplus/Deficit \$13,505.00 \$0.00 \$(4,507.66) Opening Balance for the period \$(3,709.35) \$0.00 \$798.31	Utility - Electricity	\$109.29	\$770.00	\$660.21
Administrative Fund Surplus/Deficit \$13,505.00 \$0.00 \$(4,507.66) Opening Balance for the period \$(3,709.35) \$0.00 \$798.31	Waste Bin Service	\$0.00	\$3,600.00	\$3,584.30
Opening Balance for the period \$(3,709.35) \$0.00 \$798.31	Total Administrative Fund Expenses	\$5,118.22	\$41,540.00	\$48,893.56
	Administrative Fund Surplus/Deficit	\$13,505.00	\$0.00	\$(4,507.66)
	Opening Balance for the period	\$(3,709.35)	\$0.00	\$798.31
		•	\$0.00	\$(3,709.35)

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Income and Expenditure Statement - S/Plan 17029 20-22 TORONTO PARADE, JANNALI, NSW 2226

For the Financial Period 01/09/2023 to 12/12/2023

Capital Works Fund

	TOTAL THIS YEAR	This Year Budget	Last Year Actual
Income			
Interest on Overdues Levies	\$0.00	\$0.00	\$7.89
Levy Income	\$9,098.20	\$18,164.76	\$13,386.25
Total Capital Works Fund Income	\$9,098.20	\$18,164.76	\$13,394.14
Expenses			
Capital Works Fund Assessment	\$0.00	\$0.00	\$2,728.00
General Repairs	\$0.00	\$0.00	\$1,045.00
Plumbing	\$21,890.00	\$0.00	\$0.00
Total Capital Works Fund Expenses	\$21,890.00	\$0.00	\$3,773.00
Capital Works Fund Surplus/Deficit	\$(12,791.80)	\$18,164.76	\$9,621.14
Opening Balance for the period	\$50,374.50	\$0.00	\$40,753.36
Closing Balance for the period	\$37,582.70	\$18,164.76	\$50,374.50



Issue date: 11 January 2023

Certificate of Insurance

This document certifies that the policy referred to below is currently intended to remain in force until 4.00pm on the expiry date shown in the Period of Insurance below and will remain in force until that date, unless the policy is cancelled, lapsed, varied or otherwise altered in accordance with the relevant policy conditions or the provisions of the "Insurance Contracts Act, 1984".

INSURED: The Owners of Strata Plan 17029

INTERESTED PARTY(S): Classification Name

DESCRIPTION OF INSURED BUSINESS: Residential Strata

20-22 TORONTO PARADE, SUTHERLAND, NSW 2232 SITUATION OF RISK:

SECTION 1: Property - Physical Loss, Destruction or Damage

Buildings - \$6,003,628.00 Common Contents - \$60,036.00

SECTION 2: Voluntary Workers Personal Accident

Accidental Death & Disablement - Insured

Weekly Benefits - Insured

SECTION 3: Office Bearers' Liability

Limit of Indemnity - \$1,000,000.00 in the aggregate Period of Insurance

SECTION 4:

<u>Fidelity Guarantee</u> Limit - \$100,000.00 in the aggregate Period of Insurance

SECTION 5: **Machinery Breakdown**

Limit - \$100,000 in the aggregate Period of Insurance

SECTION 6: Public Liability

Limit of Indemnity - \$50,000,000.00 each and every Occurrence

Government Audit Costs, Workplace Health and Safety Breaches and Legal Expenses (a) Taxation and Audit Costs SECTION 7:

Limit of Indemnity - \$30,000 in the aggregate Period of Insurance

(b) Workplace Health and Safety Breaches

Limit of Indemnity - \$150,000 in the aggregate Period of Insurance

(c) Legal Defence Expenses

Limit of Indemnity - \$50,000 in the aggregate Period of Insurance

POLICY NUMBER: LNG-STR-172619

PERIOD OF INSURANCE: 31 January 2023 expiring on 31 January 2024 at 4pm Local Standard Time

INSURER: Chubb Insurance Australia Limited

This certificate has been arranged by Us in our capacity as agents for the insurer/s named above. It does not reflect in detail the policy terms or conditions and merely provides a very brief summary of the insurance that is in existence at the date we have issued this certificate. If you wish to review the details of the policy terms, conditions, restrictions, exclusions or warranties, you must refer to the policy wording, schedule and any other associated policy document.

DISCLAIMER - In arranging this certificate, we do not guarantee that the insurance outlined will continue to remain in force for the period referred to as the policy may be cancelled or altered by either party to the contract at any time in accordance with the terms and conditions of the policy or in accordance with the terms of the Insurance Contracts Act 1984. We accept no responsibility or liability to advise any party who may be relying on this certificate of such alteration or cancellation to the policy of insurance.

This policy is issued by Longitude Insurance Pty Ltd (ABN 86 152 337 267) as an Authorised Representative (AR 424867) of Austagencies Pty Ltd (ABN 76 006 09 464) (Austagencies). Austagencies have binding authority from Chubb Insurance Australia Limited (ABN 23 001 642 020, AFSL 239687).



V.J. Ray (Valuations) Pty Limited ABN: 11 001 156 403

8 Anglo Road, Campsie NSW 2194



PROPERTY:

20-22 TORONTO PARADE

JANNALI

STRATA PLAN 17029

VALUATION:

\$4,590,000

CLIENT:

MCDONALD STRATA PTY LTD

YOUR REF:

WORK ORDER 7854



V.J. Ray (Valuations) Pty. Ltd.

The Owners of Strata Plan 17029 c/- McDonald Strata Pty Ltd 8/11 Gymea Bay Road GYMEA NSW 2227

Date: 21st December 2020

Re:

Insurance Valuation Strata Plan 17029

20-22 Toronto Parade, Jannali

Further to your recent instruction we have carried out an external inspection of the above property for the purpose of determining replacement value for Insurance Purposes in accordance with the Strata Management Act 2015.

The valuation includes the full cost of reinstalment or replacement of the improvements, demolition, removal of debris and cost escalation for a period of 24 month from the renewal date 31st January 2021 in the event of total loss inclusive of GST.

The whole of the property is known as Lots 1 to 10 in Strata Plan 17029, Local Government Area of Sutherland Shire, Parish of Sutherland, County of Cumberland.

Erected upon the site are 6 x 2-storey brick townhouses, 3 single storey brick villa homes and 1 1st storey brick unit. All lots have garages.

The ground areas are concrete sealed, landscaped gardens, turf areas and hardstand parking.

In arriving at our opinion of value for Insurance Purposes, we have assumed that in event of total loss, the building will be replaced with similar floor areas and cubic volumes.

It has been further assumed that the ground improvements and other areas within the boundaries of the property would be replaced to existing standards.

The estimate replacement cost includes:

Page 1 of 6

All buildings	\$3,062,400
Removal of Debris	\$ 701,800
Professional Fees	\$ 367,488
	\$4,131,688

Estimate allowance for rise

in cost over 24month \$ 454,485

\$4,586,173

But say \$4,590,000

Plus insurance required under Legislation by The Owners Corporation

- 1. Public Liability minimum value \$20,000,000
- 2. Workers Compensation required as unlimited NSW Common Law

We consider the replacement value for Insurance Purposes for Lots 1 to 10 in Strata Plan 17029 is in the sum of:

\$4,590,000 FOUR MILLION FIVE HUNDRED AND NINETY THOSUAND DOLLARS

Dated the 21st December Two Thousand Twenty

ASHLEY J. GREEN

AG/29934

Qualified Property Valuer

Manager

ENDORSEMENT:

Page 2 of 6

Market Uncertainty (as recommended by the API)

The outbreak of the Novel Coronavirus (COVID-19) was declared as a 'Global Pandemic' by the World Health Organisation on 11 March 2020. We have seen global financial markets and travel restrictions and recommendations being implemented by many countries, including Australia. The real estate market is being impacted by the uncertainty that the COVID-19 outbreak has caused. Market conditions are changing daily at present. As at the date of valuation we consider that there is a significant market uncertainty. This valuation is current at the date of valuation only. The value assessed herein may change significantly and unexpectedly over a relatively short period of time (including as a result of factors that the Valuer could not reasonably have been aware of as at the date of valuation). We do not accept responsibility or liability for any losses arising from such subsequent changes in value. Given the valuation uncertainty noted, we recommend that the user(s) of this report review this valuation periodically.

Full Inspection

Given that this report has been prepared without a full physical or personal inspection of the property, we recommend that the client considers having us conduct a full inspection of the property when it is deemed appropriate to do so, in order to consider any impact that has on our valuation.

"This valuation is for the use only of the party to whom it is addressed and for no other purpose. No responsibility is accepted to any third party who may use or rely on the whole or any part of the content of this valuation."

Disclaimers: No part of this valuation or any reference to it may be included in any other document or reproduced or published in any way without written approval of the form and context in which it is to appear. Only a signed original of this valuation should be relied upon and no responsibility will be accepted for photocopies of the report or signatures to the report. Neither the valuer nor V J Ray (Valuations) Pty Ltd has any pecuniary interest giving rise to a conflict of interest in valuing the property. This valuation cannot be used for mortgage purposes. This valuation is current at the date of valuation only. The value assessed herein may change significantly and unexpectedly over a relatively short period of time (including as a result of general market movements or factors specific to the particular property). Liability for losses arising from such subsequent changes in value is excluded as is liability where the valuation is relied upon after the date of the valuation. We do not accept liability for losses arising from such subsequent changes in value including consequential or economic loss. Without limiting the generality of the above comment, we do not assume any responsibility or accept any liability where this valuation is relied upon after the expiration of three months from the date of the valuation, or such earlier date if you become aware of any factors that have any effect on the valuation. No soil tests or environmental studies have been made available for my perusal. Therefore, it should be noted that my valuation is subject to there being no surface or sub-surface soil problems including instability, toxic or hazardous wastes, toxic mould, asbestos or building material hazards in or on the property that would adversely affect its existing or potential use or reduce its marketability. Should a problem be known or arise the valuation should be referred to me for comment and review as deemed appropriate. I am not an expert in this regard and it more detailed advice is required, an environmental consultant should be retained.

We are unable to identify from our visual inspection whether the cladding used, or method of attachment, is compliant/conforming or non-compliant/non-conforming. This valuation report has been prepared under the assumption that the building materials used, as well as the application and installation of those materials, comply with all approvals, relevant law, legislation, legal codes and or standards. Should this not be the case, we reserve the right to review our valuation. We are not experts in 'cladding' or methods of attachment and are not qualified to determine the existence of non-conforming or non-compliant cladding. We do not accept responsibility or liability for any losses whatsoever arising from the Valuer failing to identify non-conforming or non-compliant cladding. Prior to any reliance on the Valuation Report any other party nominated in the Report as being entitled by the Valuer to rely upon the Report, those parties must make their own enquiries regarding the cladding used, including the application, installation, specification and utilisation of the cladding, and its compliance with all approvals, relevant law, legislation, legal codes and or standards.





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MINUTES OF EXTRAORDINARY GENERAL MEETING

FOR THE OWNERS OF STRATA PLAN 17029

20-22 Toronto Parade, Jannali, NSW 2226

Meeting Details

Date 13/11/2023

Venue 700m

Commencement 10.00am

Present

Lot No. 1, 3, 4, 5, 7

Apologies

Nil

Proxies

Lot 2 In favour of lot 4, Lot 6 in favour of 5

Company Nominees

Nil

In Attendance

Jessica Grant of StrataBee

Quorum

7 of 10 lot owners were present in person or represented by proxy. A quorum was formed.

Chairperson

Jessica Grant



Meeting Minutes

Motion 1	Confirmation of Previous Minutes	
RESOLVED that , the minutes of the owners corporation meeting held on 03/10/2023 be confirmed.		
Vote: All in Favour	Motion Carried	

Motion 2	Motion to Re-Appoint
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RESOLVED that:

- (a) The Owners Strata Plan No. 17029 RESOLVE by ordinary resolution in accordance with section 49 of the Strata Schemes Management Act 2015 to continue and reappoint Australica Pty Ltd trading as StrataBee as strata managing agent from the date of this meeting, on the terms and conditions set out in the proposed strata management agency agreement, a copy of which is annexed to this notice (Agreement), and the strata managing agent be delegated:
- (i) all of the functions of the owners corporation (other than those listed in section 52(2) of the Strata Schemes Management Act 2015) and, the functions of chairperson, secretary and treasurer necessary to enable the agent to carry out the 'agreed services' and the 'additional services' as defined in the Agreement;
- (ii) the delegation to the agent is subject to the conditions and limitations listed in the Agreement;
- (iii) the owners corporation is to execute the Agreement to give effect to this appointment and delegation;
- (iv) once elected, the strata committee is to nominate a representative under the Agreement; and
- (v) authority is given to



A. if there are two or more members of the strata committee, two members of the strata committee; and/or

B. if the owners corporation has only one or two owners, those owners,

to affix the common seal of the owners corporation to the Agreement in accordance with section 273 of the Strata Schemes Management Act 2015.

(b) The Owners – Strata Plan No. 17029 RESOLVE by ordinary resolution to receive any disclosures required under section 71 of the Strata Schemes Management Act 2015 regarding the managing agent being connected to the original owner or having any direct or indirect pecuniary interest in the strata scheme (other than an interest arising only from the prospective appointment).

Note: that the Agreement was issued to Peter Harris of Lot 10 and Benham Karimi of Lot 5 to execute the agreement at the meeting and note the agreement expiry date of 12/12/2024.

Vote: All in favour Motion Resolved

Meeting Closure

There being no further business, the chairperson declared the meeting closed at 10.07am.

Dessica Grant

Chairperson

Date of these minutes: 13/11/2023



MINUTES OF ANNUAL GENERAL MEETING

FOR THE OWNERS OF STRATA PLAN 17029

20-22 Toronto Parade, Jannali, NSW 2226

Meeting Details

Date 03/10/2023

Venue StrataBee Office - Suite 304, Level 3, 29 Kiora Road, Miranda NSW 2228

Commencement 5.05pm

Present Lots

Lot No. 1, 2, 4, 5, 6, 8 and 10

Apologies

Lot No. Nil

Proxies

Lot 9 to Lot 10

Company Nominees

Nil

In Attendance

Jessica Grant and Ray Muckian of StrataBee

Quorum

8 of 10 lot owners were present in person or represented by proxy. A quorum was formed.

Chairperson

Jessica Grant







corporation.

Meeting Minutes

Motion 1	Confirmation of Previous Minutes	
RESOLVED that, the minutes of the owners corporation meeting held on		
12/12/2022 be confirmed.		
Vote: All In Favour	Motion Carried	

Motion 2	Financial Statements	
RESOLVED that, the financial statement as presented for the period ending on 31/08/2023 be confirmed.		
Vote: All In Favour	Motion Carried	

Motion 3

DEFEATED. The Owners – Strata Plan No. 17029 RESOLVE by ordinary resolution to appoint an auditor to audit the accounts and financial statements of the owners

Vote: All Against Motion Defeated

Motion 4 Annual Fire Safety Statement

DEFEATED. The Owners - Strata Plan No. 17029 RESOLVE to:

- (a) Engage a suitably qualified consultant to carry out an annual Fire Safety Statement (and report) in accordance with Part 9, Division 5 of the NSW Environmental Planning and Assessment Regulations 2000 as amended; and
- (b) To submit any corrective actions report to the Executive Committee to determine what action is required, if any; and



(c) To delegate to the strata manager the following functions pursuant to the Agency Agreement additional duties schedule: undertake the seeking of quotations and engaging the contractor to prepare the statement.

Vote: All Against Motion Defeated

Note - The submission of an Annual Fire Safety Statement is not currently required for SP17029.

Motion 5 Strata Insurance

RESOLVED that, That the Owners Corporation insurances as per attached schedule be confirmed, and that Insurances as per the kind referred to in Section 165(2) of the Act be effected;

- (a) Office Bearers Liability
- (b) Fidelity Guarantee

Vote: All In Favour	Motion Carried
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Motion 6 Insurance Valuation

RESOLVED that, The Owners – Strata Plan No. 17029 RESOLVE by ordinary resolution to seek a quote from a valuer to value the building damage insurance amount for replacement and reinstatement as now required under section 161 of the Strata Schemes Management Act 2015 prior to the next renewal.

Vote: All In Favour	Motion Carried

Motion 7 RESOLVED that, The Owners – Strata Plan No. 17029 RESOLVE by ordinary resolution to adopt the plan at this stage. It was further RESOLVED to update the 10-year plan for capital works fund. Vote: All In Favour Motion Carried



Motion 8

Proposed Budget & Strata Levies

RESOLVED that, that the proposed budget as presented be accepted as Administration fund \$41,540.00 inc. GST and Capital Works fund \$18,164.76 inc. GST for the year commencing 01/09/2023 and that the first contributions become due and payable for both the Administrative and Capital Works Fund in quarterly instalments on 01/11/23, 01/02/24, 01/05/24 & 01/08/2024.

Vote: All In Favour Motion Carried

Motion 9

Overdue Levies

hat 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 99320 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.

Vote: All In Favour	Motion Carried

Motion 10 Payment Plans

DEFEATED. The owners corporation resolve pursuant to Section 85(5) of the Strata Schemes Management Act 2015 to agree to enter into payment plans for the payment of overdue levy contributions.

Vote: All Against	Motion Defeated
Vote: All Against	Motion Defeated

Motion 11	Call for Nominations to the Strata
	Committee & Committee Election

RESOLVED that, the Owners - Strata Plan No. 17029 determine the number of members of the Strata committee to be 7 members and the following persons be elected to the Strata Committee from the date of this meeting until the next annual general meeting:

Elected SC Member	Lot No.
Demi Lee	1
Helen Jones	2
Josephine Draycott	4
Benham Karimi	5
Christopher Reid	6
Dena Tan	8



Peter Harris	10						
Vote: All In Favour	Motion Carried						

Motion 12	Restricted Matters					
RESOLVED that, there are to be no additional restrictions place on the Strata						
Committee other than those imposed by Section 36 (3) of the Strata Schemes						
Management Act 2015.						
Vote: All In Favour	Motion Carried					

Motion 13 Strata Managers Report

RESOLVED that, The Owners – Strata Plan No. 17029 RESOLVE by ordinary resolution to consider the report from the strata manager as to whether, and what commissions or training services have been provided to or paid for the agent (other than the owners corporation) in connection with the exercise by the agent of functions for the scheme during the preceding 12 months and particulars of any such commission or training services and estimates of any such commissions or training services that the agent believes are likely to be provided to or paid for the agent in the following 12 months.

Vote: All In Favour	Motion Carried
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Motion 14 Utility Agreements

RESOLVED that, to consider whether any gas, electricity or other service supplied should be continued or terminated and if terminated what supplier should be engaged for the purpose of supplying the gas, electricity or other service to the owners corporation.

Vote: All In Favour	Motion Carried



Motion 15 Strata Hub

RESOLVED that, the Owners Corporation delegate to the strata manager the function of uploading all information/documentation required to comply with the SSMA 2021 (regulation 43A) relating to the Office of Fair Trading Strata Hub and approve the payment of the strata managers fees (additional services) as listed in the Agency Agreement.

FURTHER RESOLVED that, Peter Harris of Lot 10 be nominated as emergency contact and Office Bearers for purpose.

Vote: All In Favour Motion Carried

Motion 16

Motion to Re-Appoint

DEFEATED.

- (a) The Owners Strata Plan No. 17029 RESOLVE by ordinary resolution in accordance with section 49 of the Strata Schemes Management Act 2015 to continue and reappoint Australica Pty Ltd trading as StrataBee as strata managing agent from the date of this meeting, on the terms and conditions set out in the proposed strata management agency agreement, a copy of which is annexed to this notice (Agreement), and the strata managing agent be delegated:
- (i) all of the functions of the owners corporation (other than those listed in section 52(2) of the Strata Schemes Management Act 2015) and, the functions of chairperson, secretary and treasurer necessary to enable the agent to carry out the 'agreed services' and the 'additional services' as defined in the Agreement;
- (ii) the delegation to the agent is subject to the conditions and limitations listed in the Agreement;
- (iii) the owners corporation is to execute the Agreement to give effect to this appointment and delegation;
- (iv) once elected, the strata committee is to nominate a representative under the Agreement; and



(v) authority is given to

A. if there are two or more members of the strata committee, two members of the strata committee; and/or

B. if the owners corporation has only one or two owners, those owners,

to affix the common seal of the owners corporation to the Agreement in accordance with section 273 of the Strata Schemes Management Act 2015.

(b) The Owners – Strata Plan No. 17029 RESOLVE by ordinary resolution to receive any disclosures required under section 71 of the Strata Schemes Management Act 2015 regarding the managing agent being connected to the original owner or having any direct or indirect pecuniary interest in the strata scheme (other than an interest arising only from the prospective appointment).

Vote: All Against Motion Defeated

Meeting Closure

There being no further business, the chairperson declared the meeting closed at 5.42pm.

•••••

Chairperson

Date of these minutes: 04/10/2023



Notice of

ANNUAL GENERAL MEETING FOR THE OWNERS OF STRATA PLAN 17029

20-22 Toronto Parade, Jannali, NSW 2226

Date: 03/10/2023

Time: 5:00 PM

Venue: StrataBee Office

Suite 304, Level 3, 29 Kiora Road,

Miranda NSW 2228



Prepared By: Jessica Grant on 19/09/2023

Direct Line: 02 8297 8080

Post: PO Box 388, Miranda NSW 1490

Email: buzz@stratabee.com.au

Web: www.stratabee.com.au

Meeting Agenda

Agenda

- Record persons present to vote.
- Receive proxies and company nominees, apologies.
- Record persons in attendance.
- Determine of Quorum and Validity of meeting.

Motions

Motion 1

Confirmation of Previous Minutes

The Owners – Strata Plan No. 17029 RESOLVE by ordinary resolution to confirm the minutes of the owners corporation held on 12/12/2023.

Motion 2

The Financial Statements

The Owners – Strata Plan No. 17029 RESOLVE to confirm the financial statement as presented for the period ending on 31/08/2023.

Motion 3

Audit

The Owners – Strata Plan No. 17029 RESOLVES by ordinary resolution to appoint an auditor to audit the accounts and financial statements of the owners corporation.

Motion 4

Annual Fire Safety Statement

The Owners – Strata Plan No. 17029 RESOLVE to do the following:

(a) Engage a suitably qualified consultant to carry out an annual Fire Safety Statement (and report) in accordance with Part 9, Division 5 of the NSW Environmental Planning and Assessment Regulations 2000 as amended; and

- (b) To submit any corrective actions report to the Executive Committee to determine what action is required, if any; and
- (c) To delegate to the strata manager the following functions pursuant to the Agency Agreement additional duties schedule:

i. undertake the seeking of quotations and engaging the contractor to prepare the statement;

Motion 5

The Strata Insurances

The Owners – Strata Plan No. 17029 RESOLVE to confirm, vary or extend the insurances as per attached schedule and that Insurances as per the kind referred to in Section 165(2) of the Act be effected;

- (a) Office Bearers Liability
- (b) Fidelity Guarantee

Motion 6

Insurance Valuation

The Owners – Strata Plan No. 17029 RESOLVE by ordinary resolution to seek a quote from a valuer to value the building damage insurance amount for replacement and reinstatement as now required under section 161 of the Strata Schemes Management Act 2015. That the managing agent be authorised to adjust the building sum insured in line with the insurance valuation upon receipt.

Motion 7

10 Year Capital Works Plan

The Owners – Strata Plan No. 17029 RESOLVE by ordinary resolution to review the 10-year plan for capital works fund and to decide whether to adopt the plan, revise the plan or replace the plan.

Motion 8

The Proposed Budget & Strata Levies

That the proposed budget as presented be received and that levies determined therein under sections 79 (1) & 79 (2)* be confirmed, varied or extended for the period 01/09/2022 to 30/08/2023 and that levies become due and payable on 01/11/23, 01/02/24, 01/05/24 & 01/08/2024.

Motion 9

Overdue Levies

The Owners – Strata Plan No. 17029 RESOLVE 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 17029 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.

Motion 10

Payment Plans

THAT the Owners Corporation RESOLVES, pursuant to section 85(5) of the Act, it may agree to enter into payment plans for the payment of overdue contributions AND THAT it delegates to the strata committee the power and authority to approve in particular cases a payment plan provided that such plan is limited to a period not exceeding 12 months

AND FURTHER THAT the plan is in writing and contains the following:

- a) the name of the lot owner and the title details of the lot,
- b) the address for service of the lot owner.
- c) the amount of the overdue contributions
- d) the amount of any interest payable for the overdue contributions and the way in which it is calculated, the schedule of payments for the amounts owing and the period for which the plan applies,
- e) the schedule of payments for the amounts owing and the period for which the plan applies,
- f) the manner in which the payments are to be made,
- g) contact details for a member of the strata committee or the strata managing agent who is to be responsible for any matters arising in relation to the payment plan
- h) a statement that a further plan may be agreed to by the owners corporation by resolution, and
- i) a statement that that the existence of the payment plan does not limit any right of the owners corporation to take action to recover the amount of the unpaid contributions.

AND, IN ADDITION, THAT it authorizes the strata committee to provide the lot owner a written statement for each calendar month (or any longer interval

specified by the lot owner) of the plan that sets out the payments made during that month and the amount of unpaid contributions and interest owing if the lot owner requests such statement.

Motion 11

Call for Nominations to the Strata
Committee & Committee Election

The Owners – Strata Plan No. 17029 RESOLVE to determine the number of members of the Strata committee and to elect the Strata committee of the Owners Corporation until the conclusion of the next annual general meeting. The following owners nominated for the committee prior to the meeting; NIL.

*NOTE: Owners may nominate a representative for the Strata Committee at the meeting.

Nominees for the committee should be aware of the responsibilities, liabilities and obligations of the committee imposed by the Act and other legislation such as the Workplace Health & Safety Act.

Motion 12

Restricted Matters

The Owners – Strata Plan No. 17029 RESOLVE to decide if any matter or class of matters should be determined by the Owners Corporation in general meeting.

Motion 13

Strata Managers Report

The Owners – Strata Plan No. 17029 RESOLVES by ordinary resolution to consider the report from the strata manager as to whether, and what commissions or training services have been provided to or paid for the agent (other than the owners corporation) in connection with the exercise by the agent of functions for the scheme during the preceding 12 months and particulars of any such commission or training services and estimates of any such commissions or training services that the agent believes are likely to be provided to or paid for the agent in the following 12 months.

Motion 14

Utility Agreements

To consider whether any gas, electricity or other service supplied should be continued or terminated and if terminated what supplier should be engaged for the purpose of supplying the gas, electricity or other service to the owners corporation.

Motion 15

Strata Hub

That the Owners Corporation delegate to the strata manager the function of uploading all information/documentation required to comply with the SSMA 2021 (regulation 43A) relating to the Office of Fair Trading Strata Hub' and approve the payment of the strata managers fees (additional services) as listed in the Agency Agreement.

Motion 16

Motion to Re-Appoint

- (a) The Owners Strata Plan No. 17029 RESOLVES by ordinary resolution in accordance with section 49 of the Strata Schemes Management Act 2015 to continue and reappoint Australica Pty Ltd trading as StrataBee as strata managing agent from the date of this meeting, on the terms and conditions set out in the proposed strata management agency agreement, a copy of which is annexed to this notice (Agreement), and the strata managing agent be delegated:
- (i) all of the functions of the owners corporation (other than those listed in section 52(2) of the Strata Schemes Management Act 2015) and, the functions of chairperson, secretary and treasurer necessary to enable the agent to carry out the 'agreed services' and the 'additional services' as defined in the Agreement;
- (ii) the delegation to the agent is subject to the conditions and limitations listed in the Agreement;
- (iii) the owners corporation is to execute the Agreement to give effect to this appointment and delegation;

- (iv) once elected, the strata committee is to nominate a representative under the Agreement; and
- (v) authority is given to
- A. if there are two or more members of the strata committee, two members of the strata committee; and/or
- B. if the owners corporation has only one or two owners, those owners,
- to affix the common seal of the owners corporation to the Agreement in accordance with section 273 of the Strata Schemes Management Act 2015.
- (b) The Owners Strata Plan No. 17029 RESOLVES by ordinary resolution to receive any disclosures required under section 71 of the Strata Schemes Management Act 2015 regarding the managing agent being connected to the original owner or having any direct or indirect pecuniary interest in the strata scheme (other than an interest arising only from the prospective appointment).

Explanatory Notes

Motion 1 - Confirmation of Previous Minutes

The minutes of your last general meeting will need to be confirmed. The minutes of your last general meeting will need to be confirmed. A copy of the previous minutes were issued to you shortly after the last general meeting, if you have not received a copy of these minutes please contact our office.

Motion 2 - The Financial Statements

The financial statement as presented for the period ending on 31/08/2023 be confirmed. The financial statements presented and annexed to the notice of this meeting will need to be confirmed. To save time at the meeting, please direct any enquiries regarding the accounts to your strata manager prior to the meeting. A copy of the full financial statements for your scheme can be found at your app.

Additionally, if your Owners Corporation agreed at the last Annual General Meeting to obtain a financial auditors report, it will be included in this meeting notice.

Motion 3 - Audit

The owners corporation for a large strata scheme, or a strata scheme for which the annual budget exceeds \$250,000 (as determined by clause 21 of the Strata Schemes Management Regulations 2016) must ensure that the accounts and financial statements of the owners corporation are audited before presentation to the annual general meeting in accordance with section 95 of the Strata Schemes Management Act 2015. It is optional for any other strata scheme. The role of the auditor is to provide an independent professional assessment that the financial records of the Owners Corporation are accurate.

Motion 4 - Annual Fire Safety Statement

If the owners corporation is subject to a fire safety statement in respect of fire services the statement must be considered and arrangements made for the next annual fire safety statement. An Annual Fire Safety Statement confirms that each essential fire safety measure installed in the building has been assessed and found to be performing to the standard required. This Statement is to be submitted to the Local Council and the Fire Commissioner.

Motion 5 - The Strata Insurances

Insurances already in effect are detailed in the enclosed schedule of insurances, these need to be confirmed, varied or extended. We recommend that a professional valuation of the property be renewed annually. It is a small cost to assure that your asset remains adequately insured.

Apart from the insurances already in place, each year the Owners Corporation is also asked to consider whether they wish to effect insurances known as Office Bearers Liability Insurance (which protects members of the strata committee for negligence or liability whilst they fulfil these positions) and Fidelity Guarantee Insurance (which protects all owners in the event any member of the strata committee misappropriates the Owners Corporations' funds or property). These insurances are contemplated by section 165(2) of the Act

Motion 6 - Insurance valuation

The Owners – Strata Plan No. 17029 RESOLVE by ordinary resolution to seek a quote from a valuer to value the building damage insurance amount for replacement and reinstatement as now required under section 161 of the Strata Schemes Management Act 2015. That the managing agent be authorised to adjust the building sum insured in line with the insurance valuation upon receipt.

Motion 7 - 10 Year Capital Works Plan

The owners corporation is required to have a 10-year capital works fund plan under section 80 of the Strata Schemes Management Act 2015 which must be finalised by the end of the next annual general meeting of the owners corporation after the annual general meeting for which the plan is prepared. Clause 6 of Schedule 1 of the Strata Schemes Management Act 2015 provides a mandatory motion to prepare or review the 10-year plan for the capital works. Section 80(3) of the Strata Schemes Management Act 2015 provides that an owners corporation may, by resolution at a general meeting, review, revise or replace a 10-year plan prepared and must review the plan at least once every 5 years. Further, section 80(7) of the Strata Schemes Management Act 2015 provides that the owners corporation is, so far as practicable (and subject to any adjustments), to implement the 10 year capital works fund plan. The requirements under the Strata Schemes Management Act 2015 require much greater particularity in the 10-Year Capital Works Fund Plan including what works will be required, when they will take place and how they will be paid for. This level of particularity was not specified under the Strata Schemes Management Act 1996, however due to the transitional provisions this may not affect the validity of a 10-Year Plan adopted prior to 30 November 2016. Nonetheless, it would be prudent for any motion to amend a 10-Year Plan after 29 November 2016 under section 80(3) to result in a compliant plan under section 80 of the Strata Schemes Management Act 2015.

Motion 8 - The Proposed Budget & Strata Levies

We enclose copies of our suggested budget and levies for the coming year, which we believe, provides sufficient funding for the strata scheme, subject to consideration and further input by the owners. It should also be noted that under the Strata Schemes Management Act 2015 any shortfall in the administration fund must be made up the next budget. The Administrative Fund is intended to provide adequate monies for the day to day running of the strata scheme and should have a zero balance at the end of each financial period.

Motion 9 - Overdue Levies

To consider how the Owners Corporation will deal with overdue levies. The Owners Corporation must consider how it will deal with owners that fall into arrears with their strata levies.

Motion 10 - Payment Plans

By virtue of section 83 (3) of the Act a contribution levied by an owners corporation becomes due and payable to it on the date set out in the notice of contribution. The date must be at least 30 days after the notice is given.

Section 85(1) of the Act provides that a contribution, if not paid when it becomes due and payable, bears interest. As noted in the preceding motion, an owners corporation may take legal action to recover an unpaid contribution.

It is possible, however, for an owner to request an owners corporation to agree to enter into a payment plan for the staged payment of the outstanding contribution.

This motion generally authorizes the Owners Corporation to enter into such payment plans and to delegate to the strata committee the authority to agree to a plan in a particular case.

A plan is limited to a 12-month period and, by virtue of clause 18 of the Strata Schemes Management Regulation 2016, it must contain certain information. The motion provides, for clarity, what that information is.

Motion 11 - Call for Nominations to the Strata Committee & Committee Election

The Strata Committee of an Owners Corporation acts in a similar manner to the board of directors of a company; being involved in the day to day administration of the strata scheme. However, when a managing agent is appointed many of these duties (such as those of the secretary, treasurer and chairperson) are delegated to the

agent. In these circumstances the Strata Committee assumes more of a liaison role through whom contact with the owners and the strata scheme is maintained. Decisions can relate to items such as;

- By-law and Conflict Resolution (including attendance at Mediation and the NCAT)
- Granting permission or refusal to keep animals
- Approving Maintenance Requests
- Authorising/Supervising major maintenance works

The Strata Schemes Management Act 2015 allows between 1 to 9 Strata Committee members, which are elected at each Annual General Meeting. In the event no nominations for the Committee are received the scheme may be administered by our office pursuant to Section 29(4) of the Act.

It is noted that all elected Strata Committee Members are bound by the SCA's Code of Conduct.

Motion 12 - Restricted Matters

Strata legislation provides various restrictions to the powers of the Strata Committee. For example, the committee may not raise levies or pass By-laws, these matters may only be determined at a general meeting of the Owners Corporation. The intent of this motion is for the owners to determine whether the current restrictions should be retained as provided current in the legislation or extended further. Unless there is a great need for change, we would recommend the existing restrictions be retained.

Motion 13 - Strata Managers Report

The strata managing agent may receive commissions and/or training services in connection with the exercise of the agents function for the scheme. It is a requirement under section 60 of the Strata Schemes Management Act 2015 that the agent provide a report on the details and amounts of the commissions received for the preceding 12 months and anticipated details and amount of commissions and training services for the following 12 months. StrataBee discloses that its Strata Managers and Administrative Staff receive training services from industry bodies and suppliers that may provide services to your scheme including but not limited to Strata Community Australia, U.D.I.A, R.E.I., Grace Lawyers, Bannermans Lawyers, Mills Oakley Lawyers and J.S Mueller & Co. StrataBee discloses that it is an authorised representative of CRM Brokers, Coverforce, and Strata Insurance Services. In the event we are instructed to arrange the renewal of the insurance premium for the coming year we would expect to receive a brokerage from the appointed broker of up to 20% of the base premium charged. The Commissions StrataBee received in the last 12 months was \$2,118.70. The Brokerage received funds for the administrative requirements for placing insurances and processing insurance claims on behalf of your scheme including providing 3 quotations, researching and providing a complete claims history and providing the insurer with

other relevant information that is required to be disclosed as part of the renewal process. Where the brokerage is not received a fee for service will be applied.

Motion 14 - Utility Agreements

Clause 6 of Schedule 1 of the Strata Schemes Management Act 2015 provides a mandatory motion to consider any supply agreements that owners corporation currently has in relation to utilities.

Motion 15 - Strata Hub

From 30 June 2022 an Owners Corporation will be required to place a range of information (and documents) on the Office of Fair Trading "strata Hub" which is designed to capture information relating to a strata scheme (some of which is for public distribution). The following motion is for the strata managing agent to be delegated the authority to undertake such work (uploading the information/documents and keeping records current) and the associated payment of the strata managers fees (as additional services under the Agency Agreement.

Motion 16 – Motion to Re-Appoint

The owners corporation needs to comply with many statutory requirements, and to have someone to receive and respond to communications. It is prudent to appoint a professional strata managing agent to assist with this.

Notes

1. Call for nominations for members of the strata committee

The owners corporation calls for nominations for members of the strata committee in accordance with the requirements of the Strata Schemes Management Act 2015. Relevant provisions of the Strata Schemes Management Act 2015 and Strata Schemes Management Regulation 2016 include as follows:

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

5 Nomination of candidates for election prior to meeting

- (1) The written notice of an annual general meeting is to include a call for nominations for members of the strata committee at least 7 days before the annual general meeting of an owners corporation.
- (2) Any owner, or any person entitled to vote at a general meeting of an owners corporation, may nominate a person for election as a member of the strata committee.
- (3) The nomination is to be made by written notice given to the secretary of the owners corporation or, in the case of the first annual general meeting, to the convenor of the meeting, that states the name of:
- (a) the person nominated, and
- (b) the person making the nomination and that the person nominated consents to the nomination.
- (4) The secretary must include the nomination in the notice of the meeting at which the election is to take place. Notice of any subsequent nomination is to be given by the secretary at the meeting.
- (5) A nomination may be made at any time before the election is held and may be made at the meeting.
- (6) An owner or a person may make a nomination even if the owner or person cannot vote because the owner is an unfinancial owner.

Section 30 of the Strata Schemes Management Act 2015:

30 Members of strata committee

- (1) The strata committee of an owners corporation is to consist of the number of persons determined by the owners corporation (not being more than 9).
- (2) The strata committee of a large strata scheme must consist of at least 3 members.
- (3) A strata committee for a strata scheme comprising 2 lots is to consist of the following persons:

- (a) the owner of each lot who is a sole owner or the company nominee of a lot if the sole owner is a corporation,
- (b) for each lot that is owned by co-owners, the co-owner nominated by the other co-owners or (if the co-owner nominated is a corporation) the company nominee of that co-owner, or if there is no such nomination, the co-owner first named on the strata roll.
- (4) The elected members of a strata committee must be elected at each annual general meeting of the owners corporation.
- (5) Nomination for election as a member of a strata committee (other than a tenant representative) may be made before or at the meeting at which the election is held.
- (6) The regulations may provide for the procedures for nomination of members of the strata committee.

Section 31 of the Strata Schemes Management Act 2015:

31 Persons who are eligible to be appointed or elected to strata committee

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

Section 32 of the Strata Schemes Management Act 2015:

32 Persons who are not eligible to be appointed or elected to strata committee

- (1) The following persons are not eligible for appointment or election to a strata committee or to act as members of a strata committee unless they are also the owners of lots in the strata scheme:
- (a) the building manager for the strata scheme,
- (b) a person who acts as an agent for the leasing of a lot or lots in the strata scheme to tenants,
- (c) a person who is connected with the original owner of the strata scheme or the building manager for the scheme, unless the person discloses that connection at the meeting at which the election is held and before the election is held or before the person is appointed to act as a member,
- (d) any other person prescribed by the regulations for the purposes of this section.
- (2) An owner of a lot in a strata scheme who was an unfinancial owner at the date notice was given of the meeting at which the election of a strata committee is to be held and who did not pay the amounts owing by the owner before the meeting is not eligible for appointment or election to the strata committee.
- (3) A person who becomes ineligible for appointment or election to a strata committee after being appointed or elected to the strata committee must disclose that fact to the secretary or chairperson of the owners corporation as soon as possible after becoming aware of that fact.
- (4) A disclosure by a person under this section, other than a disclosure that is made at a meeting of an owners corporation or strata committee, is to be made by written notice given to the secretary or chairperson.

Strata Schemes Management Regulation 2016

9 Election of strata committee

- (1) At a meeting of an owners corporation at which the strata committee is to be elected, the chairperson must:
 - (a) announce the names of the candidates already nominated in writing for election to the strata committee, and
 - (b) call for any oral nominations of candidates eligible for election to the strata committee.
- (2) A written or oral nomination made for the purposes of the election is ineffective if it is made by a person other than the nominee unless it is supported by the consent of the nominee given:

- (a) in writing, if the nominee is not present at the meeting, or
- (b) orally, if the nominee is present at the meeting.
- (3) After the chairperson declares that nominations have closed, the owners corporation is to decide, in accordance with the Act, the number of members of the strata committee.
- (4) If the number of candidates:
 - (a) is the same as, or fewer than, the number of members of the strata committee decided on—those candidates are to be declared by the chairperson to be, and are taken to have been, elected as the strata committee, or
 - (b) is greater than the number so decided on—a ballot is to be held.

2. <u>Priority Votes (Required by clause 8(1)(e) of Schedule 1 of the Strata Schemes Management Act 2015)</u>

Priority votes: A vote by an owner does not count if a priority vote is cast for the lot in relation to the same matter.

A "**priority vote**" is defined in clause 24 of Schedule 1 of the Strata Schemes Management Act 2015. It essentially means an owner's vote does not count if a vote is cast on the same motion by:

- The mortgagee shown on the strata roll for the lot;
- The covenant charge shown on the strata roll for the lot; or
- In the case of multiple mortgagees or covenant charges, the priority mortgage or charge shown on the strata roll for the lot,

but only applies to limited classes of motions, and only if prescribed conditions are met.

3. <u>Voting by unfinancial owners, mortgagees or covenant chargees (Required by clause 8(1)(f)</u> of Schedule 2 of the Strata Schemes Management Act 2015)

An unfinancial owner, mortgagee or covenant chargee cannot vote at a meeting on a motion (other than a motion requiring a unanimous resolution) unless payment has been made before the meeting of all contributions levied on the owner, and any other amounts recoverable from the owner, in relation to the lot.

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

23(8) Voting rights cannot be exercised if contributions not paid

A vote at a general meeting (other than a vote on a motion requiring a unanimous resolution) by an owner of a lot or a person with a priority vote in respect of the lot does not count if the owner of the lot was an unfinancial owner at the date notice of the meeting was given and did not pay the amounts owing before the meeting.

Please note:

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

4. Voting – (Required by clause 8(1)(g) of Schedule 1 of the Strata Schemes Management Act 2015)

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

Proxy delivery: The instrument is ineffective unless it contains the date on which it was made and it is given to the secretary of the owners corporation:

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

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

17 Quorum

(1) Quorum required for motion or election

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

(2) When quorum exists

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

(a) if not less than one-quarter of the persons entitled to vote on the motion or election are present either personally or by duly appointed proxy,

- (b) if not less than one-quarter of the aggregate unit entitlement of the strata scheme is represented by the persons who are present either personally or by duly appointed proxy and who are entitled to vote on the motion or election,
- (c) if there are 2 persons who are present either personally or by duly appointed proxy and who are entitled to vote on the motion or election, in a case where there is more than one owner in the strata scheme and the quorum otherwise calculated under this subclause would be less than 2 persons.
- (3) A person who has voted, or intends to vote, on a motion or at an election at a meeting by a permitted means other than a vote in person is taken to be present for the purposes of determining whether there is a quorum.

(4) Procedure if no quorum

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

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

(5) Quorum for adjourned meeting

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





Statement of Financial Position AS AT 31 August 2023

 Date:
 06/09/2023

 Time:
 11:03

 Username:
 Jessica Grant

Client Position: Strata Manager

Strata Plan No. SP17029	20-22 Toronto Parade, Jannali NSW	2226, Australia
Owners Funds:	Actual 01/09/2022 - 31/08/2023	Actual 01/09/2021 - 31/08/2022
Administrative Fund		
Operating Surplus/DeficitAdmin	\$(4,507.66)	\$0.00
Owners EquityAdmin	\$798.31	\$0.00
	\$(3,709.35)	\$0.00
Capital Works Fund		
Operating Surplus/DeficitCapita	Il Works \$9,621.14	\$0.00
Owners EquityCapital Works	\$40,753.36	\$0.00
	\$50,374.50	\$0.00
Net Owners Funds	\$46,665.15	\$0.00
Represented by:		
<u>Assets</u>		
Administrative Fund		
Cash at BankAdmin	\$814.45	\$0.00
	\$814.45	\$0.00
Capital Works Fund		
Cash at BankCapital Works	\$52,552.75	\$0.00
	\$52,552.75	\$0.00
Unallocated Money		
	\$0.00	\$0.00
Total Assets	\$53,367.20	\$0.00
Less Liabilities		
Administrative Fund		
CreditorsOtherAdmin	\$619.40	\$0.00
Prepaid LeviesAdmin	\$3,904.40	\$0.00
	\$4,523.80	\$0.00
Capital Works Fund		
Prepaid LeviesCapital Works	\$2,178.25	\$0.00
	\$2,178.25	\$0.00
Unallocated Money		
	\$0.00	\$0.00
Total Liabilities	\$6,702.05	\$0.00
Net Assets	\$46,665.15	\$0.00





Strata Plan No. SP17029

20-22 Toronto Parade, Jannali NSW 2226, Australia Statement of Financial Performance FOR THE PERIOD 01 September 2022 TO 31 August 2023

Statement of Financial Performance	ACTUAL	BUDGET	ACTUAL LAST YEAR		
	01/09/2022-31/08/2023	01/09/2022- 31/08/2023	01/09/2021- 31/08/2022		
	Administrative Fund				
INCOME					
127800 - Recovery Costs GL - Admin	\$0.00	\$0.00	\$0.00		
142000 - Insurance Claims	\$18,297.00	\$0.00	\$0.00		
143000 - Levies Due - Admin	\$23,991.21	\$32,159.40	\$0.00		
142500 - Interest on ArrearsAdmin	\$0.00	\$0.00	\$0.00		
143500 - Levies Due - Opening Balance Arrears & Interest - Admin	\$14.13	\$0.00	\$0.00		
145005 - RecoveryOwner	\$264.00	\$0.00	\$0.00		
146100 - Refund/Reimbursement	\$1,819.56	\$0.00	\$0.00		
TOTAL ADMINISTRATIVE FUND INCOME	\$44,385.90	\$32,159.40	\$0.00		
EXPENDITURE - ADMINISTRATIVE FUND					
150210 - AdminAccountingTaxation Services	\$220.00	\$220.00	\$0.00		
150850 - AdminBAS - Preparation & Lodgement	\$0.00	\$0.00	\$0.00		
150950 - AdminPrepare & Lodge Tax Return	\$165.00	\$0.00	\$0.00		
151401 - AdminBank ChargesAccount Fees	\$32.20	\$32.20 \$0.00			
154000 - AdminManagement FeesStandard	\$3,323.76	\$4,550.00	\$0.00		
154050 - AdminManagement FeesCompliance	\$0.00	\$100.00	\$0.00		
154150 - AdminManagementAdditional Services	\$195.25	\$0.00	\$0.00		
155400 - AdminRegistration/License/Permit Fees	\$715.00	\$0.00	\$0.00		
159100 - InsurancePremiums	\$16,938.34	\$10,100.00	\$0.00		
166800 - Maint BldgGarbage Bins/Bags	\$3,584.30	\$1,950.00	\$0.00		
167200 - Maint BldgGeneral Repairs	\$18,007.00	\$7,668.00	\$0.00		
167800 - Maint BldgGutter Cleaning	\$1,760.00	\$1,540.00	\$0.00		
168100 - Handover Charges	\$440.00	\$0.00	\$0.00		
172000 - Maint BldgPest/Vermin Control	\$0.00	\$385.00	\$0.00		
177400 - Maint GroundsGardening	\$2,742.50	\$3,500.00	\$0.00		
184100 - Sundry Expenses	\$0.00 \$75.0		\$0.00		
184300 - Software support fee	\$110.00	\$0.00	\$0.00		
190200 - UtilityElectricity	\$660.21 \$540.0		\$0.00		
TOTAL ADMIN EXPENDITURE	\$48,893.56	\$30,628.00	\$0.00		
SURPLUS/DEFICIT	\$(4,507.66)	\$1,531.40	\$0.00		
OPENING ADMIN BALANCE	\$798.31	\$798.31	\$0.00		
ADMINISTRATIVE FUND BALANCE	\$(3,709.35)	\$2,329.71	\$0.00		

Statement of Financial Performance	ACTUAL	BUDGET	ACTUAL LAST YEAR		
	01/09/2022-31/08/2023	01/09/2022- 31/08/2023	01/09/2021- 31/08/2022		
	Capital Works Fund				
INCOME					
243000 - Levies DueCapital Works	\$13,386.25	\$17,943.30	\$0.00		
242500 - Interest on ArrearsCapital Works	\$0.00	\$0.00	\$0.00		
243500 - Levies Due - Opening Balance Arrears & Interest - Capital Works	\$7.89	\$0.00	\$0.00 \$0.00		
TOTAL CAPITAL WORKS FUND INCOME	\$13,394.14	\$17,943.30	\$0.00		
EXPENDITURE - CAPITAL WORKS FUND					
255700 - AdminCapital Works Fund Assessment	\$2,728.00	\$17,088.83	\$0.00		
267300 - Maint BldgGeneral Repairs	\$1,045.00	\$0.00	\$0.00		
TOTAL CAPITAL EXPENDITURE	\$3,773.00	\$17,088.83	\$0.00		
SURPLUS/DEFICIT	\$9,621.14	\$854.47	\$0.00		
OPENING CAPITAL BALANCE	\$40,753.36	\$40,753.36	\$0.00		
CAPITAL WORKS FUND BALANCE	\$50,374.50	\$41,607.83	\$0.00		



PO Box 388 Miranda NSW 1490 p 02 8297 8080 e buzz@stratabee.com.au

Levy Positions - Complete for the financial year to 31 August 2023

Date : Time : 06/09/2023

ne: 11:04

Username : Jessica Grant **Client Position :** Strata Manager

The Owners - Strata Plan 17029 ABN: 55 779 875 794 20-22 Toronto Parade, Jannali NSW 2226

Administrative Fund

						Standard le	vies			Special	levies		Interest		Lot billab	les	
Lot #	Unit	Paid to	Lot current credits	Due	Paid	Receivables	Rec Fees	Advance	Due	Paid	Receivables	Advance	Due	Paid	Due	Paid	GST due
1	1	31/08/2023	0.00	1,764.34	1,764.34	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2	2	30/11/2023	0.00	1,535.62	2,303.43	0.00	0.00	767.81	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
3	3	30/11/2023	0.00	1,535.62	2,303.43	0.00	0.00	767.81	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
4	4	31/08/2023	0.00	1,715.32	1,715.32	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
5	5	31/08/2023	0.00	2,542.81	2,542.81	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
6	6	31/08/2023	0.00	1,748.00	1,748.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
7	7	30/11/2023	0.00	1,568.30	2,352.45	0.00	0.00	784.15	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
8	8	31/08/2023	0.00	1,568.30	1,568.30	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
9	9	30/11/2023	0.00	1,568.30	2,352.45	0.00	0.00	784.15	0.00	0.00	0.00	0.00	0.00	0.00	264.00	264.00	0.00
10	10	30/11/2023	0.00	1,600.96	2,401.44	0.00	0.00	800.48	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		-	0.00	17,147.57	21,051.97	0.00	0.00	3,904.40	0.00	0.00	0.00	0.00	0.00	0.00	264.00	264.00	0.00
							(Capital Work	s Fund								
1	1	31/08/2023	0.00	984.32	984.32	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2	2	30/11/2023	0.00	856.72	1,285.08	0.00	0.00	428.36	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
3	3	30/11/2023	0.00	856.72	1,285.08	0.00	0.00	428.36	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
4	4	31/08/2023	0.00	956.98	956.98	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
5	5	31/08/2023	0.00	1,418.95	1,418.95	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

												Standard levies			Special levies			Interest			Lot billables		
Lot	# Unit	Paid to	Lot current credits	Due	Paid	Receivables	Rec Fees	Advance	Due	Paid	Receivables	Advance	Due	Paid	Due	Paid	GST due						
6	6	31/08/2023	0.00	975.55	975.55	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00						
7	7	30/11/2023	0.00	874.94	1,312.41	0.00	0.00	437.47	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00						
8	8	31/08/2023	0.00	874.94	874.94	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00						
9	9	30/11/2023	0.00	874.94	1,312.41	0.00	0.00	437.47	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00						
10	10	30/11/2023	0.00	893.18	1,339.77	0.00	0.00	446.59	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00						
			0.00	9,567.24	11,745.49	0.00	0.00	2,178.25	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00						



Issue date: 11 January 2023

Certificate of Insurance

This document certifies that the policy referred to below is currently intended to remain in force until 4.00pm on the expiry date shown in the Period of Insurance below and will remain in force until that date, unless the policy is cancelled, lapsed, varied or otherwise altered in accordance with the relevant policy conditions or the provisions of the "Insurance Contracts Act, 1984".

INSURED: The Owners of Strata Plan 17029

INTERESTED PARTY(S): Classification Name

DESCRIPTION OF INSURED BUSINESS: Residential Strata

20-22 TORONTO PARADE, SUTHERLAND, NSW 2232 SITUATION OF RISK:

SECTION 1: Property - Physical Loss, Destruction or Damage

Buildings - \$6,003,628.00

Common Contents - \$60,036.00

SECTION 2: Voluntary Workers Personal Accident

Accidental Death & Disablement - Insured

Weekly Benefits - Insured

SECTION 3: Office Bearers' Liability

Limit of Indemnity - \$1,000,000.00 in the aggregate Period of Insurance

SECTION 4:

<u>Fidelity Guarantee</u> Limit - \$100,000.00 in the aggregate Period of Insurance

SECTION 5: **Machinery Breakdown**

Limit - \$100,000 in the aggregate Period of Insurance

SECTION 6: Public Liability

Limit of Indemnity - \$50,000,000.00 each and every Occurrence

Government Audit Costs, Workplace Health and Safety Breaches and Legal Expenses (a) Taxation and Audit Costs SECTION 7:

Limit of Indemnity - \$30,000 in the aggregate Period of Insurance

(b) Workplace Health and Safety Breaches

Limit of Indemnity - \$150,000 in the aggregate Period of Insurance

(c) Legal Defence Expenses

Limit of Indemnity - \$50,000 in the aggregate Period of Insurance

POLICY NUMBER: LNG-STR-172619

PERIOD OF INSURANCE: 31 January 2023 expiring on 31 January 2024 at 4pm Local Standard Time

INSURER: Chubb Insurance Australia Limited

This certificate has been arranged by Us in our capacity as agents for the insurer/s named above. It does not reflect in detail the policy terms or conditions and merely provides a very brief summary of the insurance that is in existence at the date we have issued this certificate. If you wish to review the details of the policy terms, conditions, restrictions, exclusions or warranties, you must refer to the policy wording, schedule and any other associated policy document.

DISCLAIMER - In arranging this certificate, we do not guarantee that the insurance outlined will continue to remain in force for the period referred to as the policy may be cancelled or altered by either party to the contract at any time in accordance with the terms and conditions of the policy or in accordance with the terms of the Insurance Contracts Act 1984. We accept no responsibility or liability to advise any party who may be relying on this certificate of such alteration or cancellation to the policy of insurance.

This policy is issued by Longitude Insurance Pty Ltd (ABN 86 152 337 267) as an Authorised Representative (AR 424867) of Austagencies Pty Ltd (ABN 76 006 09 464) (Austagencies). Austagencies have binding authority from Chubb Insurance Australia Limited (ABN 23 001 642 020, AFSL 239687).

Reference No.: 2089009

Building Details & Report Inputs

Supplied information

Building Address	20-22 Toronto Parade Jannali NSW 2226
Strata Plan (SP) No	17029
Plan Type	Strata Plan
Registered Plan Date/Year of Construction	1981
Number of Unit Entitlements	1000
Number of Units	10
Estimated Starting Capital Works Fund Balance	\$14,000
Starting date of Financial Year for Report	1/09/2018
GST Status	Not Registered for GST
Current Capital Works Fund Levy per Lot Entitlement	\$6.50

Report assumptions & information

Assumed Interest Rate on invested funds (For funds over \$10,000)	2.40%
Company Taxation Rate	30.00%
Interest on Invested Funds - Based on Assumed Interest Rate minus Company Taxation Rate. Calculated only on capital works fund balances over \$10,000.	1.68%
Contingency Allowance - For minor and/or unforeseen expenses	8%
Assumed Rate of Inflation for Building Maintenance Costs - Based on average annual building cost increase between 2002 and 2012	3.10%
Forecast Period - Number of years the plan looks out.	15 years

15 Year Levy Table

Year	Year To	Total Contribution	Contribution per Unit Entitlement	Quarterly Contribution
1	31/08/2019	6,500.00	6.50	1.63
2	31/08/2020	11,050.00	11.05	2.76
3	31/08/2021	16,575.00	16.58	4.15
4	31/08/2022	17,088.83	17.09	4.27
5	31/08/2023	17,618.58	17.62	4.41
6	31/08/2024	18,164.76	18.16	4.54
7	31/08/2025	18,727.87	18.73	4.68
8	31/08/2026	19,308.43	19.31	4.83
9	31/08/2027	19,906.99	19.91	4.98
10	31/08/2028	13,934.89	13.93	3.48
11	31/08/2029	14,366.87	14.37	3.59
12	31/08/2030	14,812.24	14.81	3.70
13	31/08/2031	15,271.42	15.27	3.82
14	31/08/2032	15,744.83	15.74	3.94
15	31/08/2033	16,232.92	16.23	4.06

20-22 Toronto Parade Jannali

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Administrative Fund	Proposed Budget (01/09/2023-31/08/2024)	Current Actual (01/09/2022-31/08/2023)	Current Budget (01/09/2022-31/08/2023
Income			
Expense Recoveries	\$0.00	\$1,819.56	\$0.00
Expense Recoveries (Legal & Debt Collection Fees)	\$0.00	\$264.00	\$0.00
Insurance Claim Income	\$0.00	\$18,297.00	\$0.00
Interest on Overdues Levies	\$0.00	\$14.13	\$0.00
Levy Income	\$41,540.00	\$23,991.21	\$0.00
Total Admin Fund Income	\$41,540.00	\$44,385.90	\$0.00
Expense			
Bank Charges & DEFT Processing	\$55.00	\$32.20	\$0.00
Gardening	\$3,500.00	\$2,742.50	\$0.00
General Repairs	\$9,000.00	\$18,007.00	\$0.00
Gutters & Downpipes	\$1,800.00	\$1,760.00	\$0.00
Insurance Premiums	\$17,000.00	\$16,938.34	\$0.00
Legislative & Compliance Fees	\$0.00	\$715.00	\$0.00
Management - Additional Services	\$220.00	\$635.25	\$0.00
Management - Agent Disbursements	\$220.00	\$0.00	\$0.00
Management Fees	\$4,550.00	\$3,323.76	\$0.00
Pest/Vermin Control	\$550.00	\$0.00	\$0.00
Software Subscriptions	\$110.00	\$110.00	\$0.00
Tax Return Preparation & Lodgement	\$165.00	\$385.00	\$0.00
Utility - Electricity	\$770.00	\$660.21	\$0.00
Waste Bin Service	\$3,600.00	\$3,584.30	\$0.00
Total Admin Fund Expense	\$41,540.00	\$48,893.56	\$0.00
TOTAL ADMIN LEVY INCOME	\$41,540.00	\$23,991.21	\$0.00
TOTAL ADMIN BUDGET	\$41,540.00		\$0.00

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Capital Works Fund	Proposed Budget (01/09/2023-31/08/2024)	Current Actual (01/09/2022-31/08/2023)	Current Budget (01/09/2022-31/08/2023)
Income			
Interest on Overdues Levies	\$0.00	\$7.89	\$0.00
Levy Income	\$18,164.76	\$13,386.25	\$0.00
Total Cap. Works Fund Income	\$18,164.76	\$13,394.14	\$0.00
Expense			
Capital Works Fund Assessment	\$0.00	\$2,728.00	\$0.00
General Repairs - Major	\$0.00	\$1,045.00	\$0.00
Total Cap. Works Fund Expense	\$0.00	\$3,773.00	\$0.00
TOTAL CAP. WORKS LEVY INCOME	\$18,164.76	\$13,386.25	\$0.00
TOTAL CAP. WORKS BUDGET	\$18,164.76		\$0.00

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Budget Summary (01/09/2023-31/08/2024)

	Proposed	1st Instalment 01/12/2023	2nd Instalment 01/03/2024	3rd Instalment 01/06/2024	4th Instalment 01/09/2024	TOTAL (01/09/2023-31/08/2024)
Administrative Fund	\$41,540.00	\$10,385.01	\$10,385.01	\$10,385.01	\$10,385.01	\$41,540.04
Capital Works Fund	\$18,164.76	\$4,541.18	\$4,541.18	\$4,541.18	\$4,541.18	\$18,164.72
Contribution Schedule Total	\$59,704.76	\$14,926.19	\$14,926.19	\$14,926.19	\$14,926.19	\$59,704.76
Amount to Collect	\$59,704.76	\$14,926.19	\$14,926.19	\$14,926.19	\$14,926.19	\$59,704.76

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Owner Summary (01/09/2023-31/08/2024) - Contribution Schedule

Lot#	Unit#	UOE	Owner Name	1st Instalment 01/12/2023	2nd Instalment 01/03/2024	3rd Instalment 01/06/2024	4th Instalment 01/09/2024	TOTAL (01/09/2023-31/08/2024)
1*	1*	108	Samuel Ian Glasgow and Demi Salvona Lee					
			Admin	\$1,121.58	\$1,121.58	\$1,121.58	\$1,121.58	\$4,486.32
			Capital Works	\$490.45	\$490.45	\$490.45	\$490.45	\$1,961.80
			Owner Total	\$1,612.03	\$1,612.03	\$1,612.03	\$1,612.03	\$6,448.12
2*	2*	94	Helen Louise Jones					
			Admin	\$976.19	\$976.19	\$976.19	\$976.19	\$3,904.76
			Capital Works	\$426.87	\$426.87	\$426.87	\$426.87	\$1,707.48
			Owner Total	\$1,403.06	\$1,403.06	\$1,403.06	\$1,403.06	\$5,612.24
3*	3*	94	Pawel Bienkowski					
			Admin	\$976.19	\$976.19	\$976.19	\$976.19	\$3,904.76
			Capital Works	\$426.87	\$426.87	\$426.87	\$426.87	\$1,707.48
			Owner Total	\$1,403.06	\$1,403.06	\$1,403.06	\$1,403.06	\$5,612.24
4*	4*	105	Josephine Draycott					
			Admin	\$1,090.43	\$1,090.43	\$1,090.43	\$1,090.43	\$4,361.72
			Capital Works	\$476.82	\$476.82	\$476.82	\$476.82	\$1,907.28
			Owner Total	\$1,567.25	\$1,567.25	\$1,567.25	\$1,567.25	\$6,269.00
5*	5*	106	Behnam Karimi & Asal Sadeghinia					
			Admin	\$1,100.81	\$1,100.81	\$1,100.81	\$1,100.81	\$4,403.24
			Capital Works	\$481.37	\$481.37	\$481.37	\$481.37	\$1,925.48
			Owner Total	\$1,582.18	\$1,582.18	\$1,582.18	\$1,582.18	\$6,328.72
6*	6*	107	Christopher Roland Reid & Devanand Amber Saraswati					
			Admin	\$1,111.20	\$1,111.20	\$1,111.20	\$1,111.20	\$4,444.80
			Capital Works	\$485.91	\$485.91	\$485.91	\$485.91	\$1,943.64
			Owner Total	\$1,597.11	\$1,597.11	\$1,597.11	\$1,597.11	\$6,388.44

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Owner Summary (01/09/2023-31/08/2024) - Contribution Schedule

Lot#	Unit#	UOE	Owner Name	1st Instalment 01/12/2023	2nd Instalment 01/03/2024	3rd Instalment 01/06/2024	4th Instalment 01/09/2024	TOTAL (01/09/2023-31/08/2024)
7*	7*	96	Bronwyn Mary Smith					
			Admin	\$996.96	\$996.96	\$996.96	\$996.96	\$3,987.84
			Capital Works	\$435.95	\$435.95	\$435.95	\$435.95	\$1,743.80
			Owner Total	\$1,432.91	\$1,432.91	\$1,432.91	\$1,432.91	\$5,731.64
8*	8*	96	Bianca Kornelia Esther & Dena Hua Gek Tan & Ingeborg Erica Gentie					
			Admin	\$996.96	\$996.96	\$996.96	\$996.96	\$3,987.84
			Capital Works	\$435.95	\$435.95	\$435.95	\$435.95	\$1,743.80
			Owner Total	\$1,432.91	\$1,432.91	\$1,432.91	\$1,432.91	\$5,731.64
9*	9*	96	Katherine Best					
			Admin	\$996.96	\$996.96	\$996.96	\$996.96	\$3,987.84
			Capital Works	\$435.95	\$435.95	\$435.95	\$435.95	\$1,743.80
			Owner Total	\$1,432.91	\$1,432.91	\$1,432.91	\$1,432.91	\$5,731.64
10*	10*	98	Peter Matthew Harris					
			Admin	\$1,017.73	\$1,017.73	\$1,017.73	\$1,017.73	\$4,070.92
			Capital Works	\$445.04	\$445.04	\$445.04	\$445.04	\$1,780.16
otal agg	regate of	JOE 100	Owner Total	\$1,462.77	\$1,462.77	\$1,462.77	\$1,462.77	\$5,851.08

Australica Pty Ltd t/a StrataBee Proposed Budget for Strata Plan 17029

20-22 Toronto Parade Jannali

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Contribution Summary (01/09/2023-31/08/2024)

1	Lot#	Unit#	UOE	Owner Name	Schedule	Admin Fund	Capital Works	Annual Levy
2 2 94 Helen Louise Jones Contribution Schedule Total \$3,904.76 \$1,707.48 3 3 94 Pawel Bienkowski Contribution Schedule Sa,904.76 \$1,707.48 4 4 105 Josephine Draycott Contribution Schedule Sa,304.76 \$1,707.48 5 5 106 Behnam Karimi & Asal Sadeghinia Contribution Schedule Sa,4361.72 \$1,907.28 6 6 107 Christopher Roland Reid & Devanand Amber Saraswati Contribution Schedule Total \$4,403.24 \$1,925.48 7 7 96 Bronwyn Mary Smith Contribution Schedule Sa,987.84 \$1,743.80 8 8 96 Bianca Kornelia Esther & Dena Hua Gek Tan & Ingeborg Erica Gentie Contribution Schedule Sa,987.84 \$1,743.80 9 9 96 Katherine Best Contribution Schedule Sa,987.84 \$1,743.80 10 10 98 Peter Matthew Harris Contribution Schedule Sa,987.84 \$1,743.80 10 10 98 Peter Matthew Harris Contribution Schedule Sa,987.84 \$1,743.80	1	1	108	Samuel Ian Glasgow and Demi Salvona Lee	Contribution Schedule	\$4,486.32	\$1,961.80	\$0.00
Total \$3,904.76 \$1,707.48					Total	\$4,486.32	\$1,961.80	\$6,448.12
3 94 Pawel Bienkowski Contribution Schedule Total \$3,904.76 \$1,707.48 4 4 105 Josephine Draycott Contribution Schedule \$4,361.72 \$1,907.28 5 5 106 Behnam Karimi & Asal Sadeghinia Contribution Schedule Total \$4,403.24 \$1,925.48 6 6 107 Christopher Roland Reid & Devanand Amber Saraswati Contribution Schedule Total \$4,444.80 \$1,943.64 7 7 96 Bronwyn Mary Smith Contribution Schedule Total \$3,987.84 \$1,743.80 8 8 96 Bianca Kornelia Esther & Dena Hua Gek Tan & Ingeborg Erica Gentie Contribution Schedule Total \$3,987.84 \$1,743.80 9 9 96 Katherine Best Contribution Schedule Saya87.84 \$1,743.80 10 10 98 Peter Matthew Harris Contribution Schedule Total \$4,070.92 \$1,780.16	2	2	94	Helen Louise Jones	Contribution Schedule	\$3,904.76	\$1,707.48	\$0.00
Total \$3,904.76 \$1,707.48					Total	\$3,904.76	\$1,707.48	\$5,612.24
4 4 105 Josephine Draycott Contribution Schedule Total \$4,361.72 \$1,907.28 5 5 106 Behnam Karimi & Asal Sadeghinia Contribution Schedule Total \$4,403.24 \$1,925.48 6 6 107 Christopher Roland Reid & Devanand Amber Saraswati Contribution Schedule Total \$4,444.80 \$1,943.64 7 7 96 Bronwyn Mary Smith Contribution Schedule Total \$3,987.84 \$1,743.80 8 8 96 Bianca Kornelia Esther & Dena Hua Gek Tan & Ingeborg Erica Gentie Contribution Schedule Total \$3,987.84 \$1,743.80 9 9 96 Katherine Best Contribution Schedule Total \$3,987.84 \$1,743.80 10 10 98 Peter Matthew Harris Contribution Schedule Total \$4,070.92 \$1,780.16 10 10 98 Peter Matthew Harris Contribution Schedule Total \$4,070.92 \$1,780.16	3	3	94	Pawel Bienkowski	Contribution Schedule	\$3,904.76	\$1,707.48	\$0.00
5 5 106 Behnam Karimi & Asal Sadeghinia Contribution Schedule Total \$4,403.24 \$1,925.48					Total	\$3,904.76	\$1,707.48	\$5,612.24
5 5 106 Behnam Karimi & Asal Sadeghinia Contribution Schedule Total \$4,403.24 \$1,925.48 6 6 107 Christopher Roland Reid & Devanand Amber Saraswati Contribution Schedule Total \$4,444.80 \$1,943.64 7 7 96 Bronwyn Mary Smith Sianca Kornelia Esther & Dena Hua Gek Tan & Ingeborg Erica Gentie Contribution Schedule Sianger. \$3,987.84 \$1,743.80 8 8 96 Bianca Kornelia Esther & Dena Hua Gek Tan & Ingeborg Erica Gentie Contribution Schedule Sianger. \$3,987.84 \$1,743.80 9 9 96 Katherine Best Contribution Schedule Sianger. \$3,987.84 \$1,743.80 10 10 98 Peter Matthew Harris Contribution Schedule Total \$4,070.92 \$1,780.16 Total \$4,070.92 \$1,780.16	4	4	105	Josephine Draycott	Contribution Schedule	\$4,361.72	\$1,907.28	\$0.00
Total \$4,403.24 \$1,925.48					Total	\$4,361.72	\$1,907.28	\$6,269.00
6 6 107 Christopher Roland Reid & Devanand Amber Saraswati Contribution Schedule Total \$4,444.80 \$1,943.64 7 7 96 Bronwyn Mary Smith Contribution Schedule Total \$3,987.84 \$1,743.80 8 8 96 Bianca Kornelia Esther & Dena Hua Gek Tan & Ingeborg Erica Gentie Contribution Schedule Total \$3,987.84 \$1,743.80 9 9 96 Katherine Best Contribution Schedule Total \$3,987.84 \$1,743.80 9 9 96 Katherine Best Contribution Schedule Total \$3,987.84 \$1,743.80 10 10 98 Peter Matthew Harris Contribution Schedule Total \$4,070.92 \$1,780.16 Total \$4,070.92 \$1,780.16	5	5	106	Behnam Karimi & Asal Sadeghinia	Contribution Schedule	\$4,403.24	\$1,925.48	\$0.00
Saraswati Total \$4,444.80 \$1,943.64 Total \$4,444.80 \$1,943.64 Total \$3,987.84 \$1,743.80 Saraswati Total \$3,987.84 \$1,743.80 Saraswati Total \$3,987.84 \$1,743.80 Saraswati Total \$3,987.84 \$1,743.80 Saraswati Sara					Total	\$4,403.24	\$1,925.48	\$6,328.72
7 96 Bronwyn Mary Smith Contribution Schedule Total \$3,987.84 \$1,743.80 8 8 96 Bianca Kornelia Esther & Dena Hua Gek Tan & Ingeborg Erica Gentie Contribution Schedule Total \$3,987.84 \$1,743.80 9 9 96 Katherine Best Contribution Schedule Total \$3,987.84 \$1,743.80 10 10 98 Peter Matthew Harris Contribution Schedule Total \$4,070.92 \$1,780.16 Total \$4,070.92 \$1,780.16	6	6	107	1	Contribution Schedule	\$4,444.80	\$1,943.64	\$0.00
Total \$3,987.84 \$1,743.80 8 96 Bianca Kornelia Esther & Dena Hua Gek Tan & Ingeborg Erica Gentie Contribution Schedule \$3,987.84 \$1,743.80 9 9 96 Katherine Best Contribution Schedule \$3,987.84 \$1,743.80 10 10 98 Peter Matthew Harris Contribution Schedule \$4,070.92 \$1,780.16 Total \$4,070.92 \$1,780.16					Total	\$4,444.80	\$1,943.64	\$6,388.44
8 96 Bianca Kornelia Esther & Dena Hua Gek Tan & Ingeborg Erica Gentie Contribution Schedule Total \$3,987.84 \$1,743.80 9 9 96 Katherine Best Katherine Best Total Contribution Schedule Total \$3,987.84 \$1,743.80 10 10 98 Peter Matthew Harris Peter Matthew Harris Total Contribution Schedule Total \$4,070.92 \$1,780.16 Total \$4,070.92 \$1,780.16	7	7	96	Bronwyn Mary Smith	Contribution Schedule	\$3,987.84	\$1,743.80	\$0.00
8 8 96 Ingeborg Erica Gentie Total \$3,987.84 \$1,743.80 9 9 96 Katherine Best Contribution Schedule \$3,987.84 \$1,743.80 Total \$3,987.84 \$1,743.80 Total \$3,987.84 \$1,743.80 10 10 98 Peter Matthew Harris Contribution Schedule \$4,070.92 \$1,780.16 Total \$4,070.92 \$1,780.16					Total	\$3,987.84	\$1,743.80	\$5,731.64
9 9 96 Katherine Best Contribution Schedule \$3,987.84 \$1,743.80 Total \$3,987.84 \$1,743.80 \$1,743.80 \$1.743	8	8	96		Contribution Schedule	\$3,987.84	\$1,743.80	\$0.00
Total \$3,987.84 \$1,743.80 10 10 98 Peter Matthew Harris Contribution Schedule \$4,070.92 \$1,780.16 Total \$4,070.92 \$1,780.16					Total	\$3,987.84	\$1,743.80	\$5,731.64
10 10 98 Peter Matthew Harris Contribution Schedule \$4,070.92 \$1,780.16 Total \$4,070.92	9	9	96	Katherine Best	Contribution Schedule	\$3,987.84	\$1,743.80	\$0.00
Total \$4,070.92 \$1,780.16					Total	\$3,987.84	\$1,743.80	\$5,731.64
	10	10	98	Peter Matthew Harris	Contribution Schedule	\$4,070.92	\$1,780.16	\$0.00
Overall Total \$41.540.04 \$18.164.72					Total	\$4,070.92	\$1,780.16	\$5,851.08
					Overall Total	\$41,540.04	\$18,164.72	\$59,704.76

ScheduleUOEContribution Schedule1000





Owners – Strata Plar					
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			State	Postcode	
		Facsimile:			
\gent					"Agen
Lic	ability limited by a scheme appro	ved under Pro	fessional Stand	dards Legislation.	3
on: The Licensee					
S:			Ctoto	Dootoodo	
			State	Postcode	
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		Facsimile:			
ISW) Member no:		Licence no:			
culars					
Professional Indemnity	In accordance with Section 22 of t	the Agents Act			
Commencement date					
	3 Years and can be terminated at any tim	ne by giving 3 mont	hs' notice		
Term Review date	In relation to agreed services –	annually on eacl	h anniversary of	the commencement date or /	/
. ioviovi dato				ersary of the commencement date of	r /
	In relation to charges - annually				
	in rolation to orlarges arritain	y on odorranie	or the corn	THORICOTTOTIC date of	
Percentage increase p.a	à.				
Agreed services fee p.a	. (tick applicable option)				
	Option 1 - \$ \$ 2,194.50 + \$ 86	66.25 shaded disl	bursements	plue robotoe discounts and comm	miccione
	Οριίοιι 1 - ψ			plus rebates, discounts and comr missions (refer to clause 3.3(a))	11100101115
	or				
	Option 2 - \$			plus rebates, discounts and comm	nissions
	in Disclosure Schedule C2 - I	Agent retains s	some commiss	sions (refer to clause	
	3.3(b)) or				
	Option 3 - \$	20()		- Agent not entitled to commiss	ions or
	the fee as described in clar All fees under this agreement a		CIVE (alausa 0)		
Fee payment method	Monthly in arrears	ile GST INCLO	SIVE (Clause 9)		
Manner of accounting	Financial Statements	Frequency of A	ccounting	Online / Upon Request	
ntures					
rs Corporation					
mmon seal of the <i>owners c</i>	orporation was affixed on		in the p	presence of:	
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ation	Designation				
Reing the	person(s) authorised by section 273	3 of the <i>Act</i> to at	ttest the affixing	of the seal.	/
ed by the <i>agent</i> in accordan	nce with Section 126 or 127 of the C	Corporations Ac	<i>t 2001 (</i> Cth) in th	he presence of	
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e eners corporation acknowle	dges receipt of a copy of this agreer	mant within 10 h	noure of avanution	on by the awaers corporation	
	OTES to the parties when executing			on by the owners corporation	
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ıre		Name			



Agreement

1. Warranties and acknowledgment

- 1.1 The owners corporation warrants that it has resolved and has authority to enter into the agreement.
- 1.2 The agent warrants that the agent holds:
 - (a) a strata managing agent's licence under the Agents Act and that such licence will be maintained while the agreement is in force; and
 - (b) professional indemnity insurance as indicated in *Item* 1.

2. Appointment of and delegation to agent

- 2.1 The owners corporation:
 - (a) appoints the agent as the strata managing agent for the strata scheme; and
 - (b) subject to clause 2.2 and 2.3, delegates the agreed services and additional services to the agent,

from the commencement date for the agreed services fee and the additional services fee, until the agreement is terminated in accordance with clause 5 or at the end of the term whichever is the earlier.

- 2.2 The extent of authority for agreed services and additional services that has been delegated is stated in schedule A1, being either:
 - (a) full authority with no limitations;
 - (b) full authority subject to limitations as disclosed in schedule A2; or
 - (c) no authority, in which case there is no delegation.

Where a selection has not been indicated on schedule A1 of either (a), (b) or (c), then the extent of authority that has been delegated is FULL AUTHORITY WITH NO LIMITATIONS.

- 2.3 The parties acknowledge that:
 - (a) the delegation to the agent in clause 2.1 does not:
 - (i) constitute a delegation by the owners corporation of its power to make:
 - (A) a delegation under section 52 of the Act; or
 - (B) a decision on a matter required by the Act to be decided by the owners corporation; or
 - (C) a determination relating to the levying or payment of contributions; or
 - (ii) prevent the owners corporation or the strata committee from performing all or any of the agreed services or additional services (if any); and
 - (b) the *agent* does not have and may not exercise any of the powers, authorities, duties or functions of the *owners corporation* that are conferred on another strata managing *agent* appointed for the *owners corporation* under section 237 of the *Act once being notified of any such appointment by the Tribunal or the owners corporation.*

3. Fees and charges

- 3.1 The owners corporation must pay to the agent in accordance with the fee payment method:
 - (a) the agreed services fee; and
 - (b) the additional services fee for any additional services performed by the agent; and
 - (c) the charges associated with the performance of the agreed services and any additional services.
- 3.2 The owners corporation authorises the agent to retain any fees paid to the agent for supplying to third parties information that the owners corporation must supply under the Act and retain any fees paid to the agent for supplying to third parties information that is not required under the Act, provided that such fees are charged in accordance with those set out in schedule B.
- 3.3 In addition to the fees and charges in clause 3.1 and 3.2, the *agent* is entitled to remuneration for its services in the form of rebates, discounts and commissions disclosed in schedule C1 and schedule C2 as follows:
 - (a) If the first option in *item* 6 is selected, the *agent* may retain rebates, discounts and commissions paid to it by the providers of goods and services to the *owners corporation* described in the disclosure schedule C1 or schedule C2 or as otherwise notified in writing to the *owners corporation* from time to time and agreed in writing by the *owners corporation*.



- (b) If the second option in *item* 6 is selected, the *agent* must pay to the *owners corporation* any rebates, discounts and commissions paid to it by providers of goods and services to the *owners corporation* within 30 days of receipt except for any rebates, discounts and commissions described in the disclosure schedule C2 which may be retained by the *agent*.
- (c) If the third option in *item* 6 is selected, the *agent* must pay to the *owners corporation* any rebates, discounts and commissions paid to it by providers of goods and services to the *owners corporation* within 30 days of receipt.
- (d) If the owners corporation:
 - (i) delegates the agent to arrange insurance cover;
 - (ii) selects the first or second option in item 6; and
 - (iii) later takes steps to arrange its own insurance or directs, instructs or passes a resolution that has the effect that the *agent* does not receive a commission or rebate for the placement of insurance,

then the agreed services fee shall be increased by an amount equivalent to the commission the agent would have received had the agent arranged the insurance cover.

- 3.4 The *agent* must account to the *owners corporation* for money received by the *agent* on behalf of the *owners corporation* in the manner and with the frequency set out in *item* 8.
- 3.5 At any time, by written agreement between the parties, items may be added to or deleted from the additional services rates and/or charges.

4. Review of fees and charges

- 4.1 The agreed services fee, the additional services rates and the charges will be reviewed on the review date by the agent.
- 4.2 Unless otherwise agreed before the review date, the *agreed services fee*, the *additional services rates* and the *charges* payable on and from the review date will be increased in accordance with *item* 5.
- 4.3 The agent will notify the owners corporation of the new agreed services fee, the additional services rates and the charges as soon as practicable after the review date.

5. Terminating the agreement

- 5.1 After the expiry of the *term*, the *agreement* will automatically end unless the *owners corporation extends the agreement* in accordance with section 50(4) of the *Act*.
- 5.2 The agreement may be terminated at any time with the mutual consent of the parties.
- 5.3 Any notice to terminate under this *agreement* can only be given by the *owners corporation* if authorised by a resolution of the *owners corporation at general meeting*.
- 5.4 Despite this clause 5 and without affecting any of its other rights, the *agreement* may be terminated with immediate effect by written notice given by:
 - (a) the owners corporation:
 - (i) if the agent is in breach of the agreement and fails to remedy that breach within 28 days after the owners corporation serves a written notice on the agent providing particulars of the breach; or
 - (ii) where the agent is an individual, the agent is declared bankrupt; or
 - (iii) where the agent is a corporation, the agent is wound up or placed in administration or liquidation; or
 - (iv) if the agent ceases to hold a strata managing agent's licence; or
 - (b) the agent if:
 - (i) the owners corporation is in breach of the agreement and fails to remedy that breach within 28 days after the agent serves a written notice on the owners corporation providing particulars of the breach; or
 - (ii) an order by a Court is made for the variation or termination of the strata scheme under Part 9 or 10 of the Development Act; or
 - (iii) the owners corporation fails to pay any moneys owed under this agreement after the agent serves a written notice on the owners corporation providing particulars of the amount outstanding; or
 - (iv) the owners corporation fails to comply with any law or fails to provide adequate instructions or prevents the agent from carrying out its obligations under this agreement after the Agent serves a written notice on the owners corporation providing particulars of the breach.



- 5.5 The *agreement* is terminated on the appointment of a strata managing *agent* under section 237 of the *Act* to exercise or perform all the functions of the *owners corporation* and, if so terminated, the *agent* will not be entitled to:
 - (a) any remuneration by way of commission, agreed services fee, additional services fee, charges or otherwise in respect of any period after the termination; or
 - (b) any payment (in the nature of a penalty or otherwise) by reason of the early termination.
- 5.6 In the event of termination, the *agent* must provide all books, records, accounts, funds and property of the *owners corporation* in the *agent's* possession to the secretary of the *owners corporation*, or persons nominated by the secretary of the *owners corporation*, within seven (7) business days.

6. Liability of the agent and exclusions

- 6.1 The agent is liable to the owners corporation:
 - (a) only for services actually supplied or that should have been supplied under this agreement; and
 - (b) on the terms of this clause 6.
- 6.2 The *agent* is excluded from all liability for any claim, liability or *loss* arising directly or indirectly out of the *services* or *additional services* or arising from any cause of action whatsoever except to the extent that the claim, liability or *loss* is caused or contributed to by the *agent*'s wilful breach of this *agreement*, gross negligence, dishonesty or fraud. The *owners corporation* agrees that it will at all times indemnify the *agent* against all actions, suits, proceedings, costs, claims, expenses or demands which may arise in the course of or as a result of the *agent*'s management of the scheme, including all legal expenses incurred by the *agent* in defence of or initiation of any legal proceedings as well as any excess payable under the *agent*'s professional indemnity insurance;
 - (a) by third parties against the agent;
 - (b) by the owners corporation against the agent arising before, during or after this agreement.
- 6.3 The *agent's* maximum liability to the *owners corporation* for any breach of this *agreement*, or arising out of the provision or non provision of the *agreed services* or the *additional services* or by taking steps contrary to this agreement, whether under law of contract, tort or otherwise, is limited to the amount of the *agreed services fees* for the year in which the liability arose.
- 6.4 The *agent* is deemed to be discharged from all liability in respect of the *agreed services* and the *additional services*, whether under the law of contract, tort or otherwise, at the expiration of two years from the date of the act or omission giving rise to the liability, and the *owners corporation* (and persons claiming through or under the *owners corporation*) shall not be entitled to commence any action or claim against the *agent* in respect of that act or omission after that date.
- 6.5 Clauses 6.1, 6.2, 6.3, 6.4 and 6.5 apply to the extent permitted by law.
- 6.6 The *owners corporation* must indemnify the *agent* immediately on demand against any matter for which the *agent* has no liability to the owners corporation including in respect of the matters referred to in clause 6.2 and 6.3.

7. Transfer of the agreement

- 7.1 The agent cannot transfer the agreement without the written consent of the owners corporation, which consent shall not be unreasonably withheld if the agent satisfies the owners corporation that the proposed transferee and related persons are fit and proper persons and have the qualifications, competence and experience to perform the agreed services and additional services at an agreed services fee and an additional services fee not greater than the current agreed services fee and additional services fee.
- 7.2 The *owners corporation* must advise the *agent* of its decision whether to approve a proposed transfer within 28 days after receiving from the *agent* the information reasonably necessary to make the decision.
- 7.3 If the *owners corporation* approves the transfer, the *owners corporation*, the *agent* and the transfere must enter into a transfer *agreement*, or alternatively if the *agent* elects to enter into a new agency *agreement* then clause 7.4 will apply.



7.4 After the transfer agreement has been entered into or, if an election has been made by the agent under clause 7.3, the new agent must request that the owners corporation enter into a new agency agreement and the owners corporation must advise the new agent of its decision to enter into a new agency agreement within 28 days after such request, such approval not to be unreasonably withheld if the new agency agreement is on the same terms as this agreement, or on terms not less favourable to the owners corporation as this agreement. The new agent must pay the reasonable cost of preparing the new agency agreement, preparing and holding the meetings of the strata committee and the general meeting of the owners corporation, however if the meeting relates to more than approval of the minutes of the last meeting and the resolution relating to the new agency agreement, then the new agent must pay the proportionate share of the total cost relating to approval of the new agency agreement.

8. Service of notices

- 8.1 Any notice to be served under the agreement:
 - (a) must be served either personally, by post, facsimile or e-mail using the details provided on the front page of this *agreement*, or other notice details subsequently notified from time to time by a party in writing to the other party; and
 - (b) is served the first time it is served if it is served more than once.

9. GST

- 9.1 Words or expressions used in this clause 9 or elsewhere in the *agreement* that are defined in the *GST Act* have the same meaning in the *agreement*.
- 9.2 The parties acknowledge that:
 - (a) the agreed services fee, the additional services rates and the charges are inclusive of GST and are based on a GST rate of 10%; and
 - (b) if the rate of GST increases or decreases, the agreed services fee, the additional services rates and the charges will simultaneously increase or decrease so that the agent receives the same GST exclusive payment as it received before the change in the rate of GST.

10. Work, health and safety

- 10.1 The parties mutually covenant and agree that they will each comply with their respective obligations under the Work Health & Safety Act 2011 (NSW) and the Work Health & Safety Regulation 2011 (NSW) (WHS Act 2011 and WHS Regulation 2011), as amended from time to time.
- 10.2 Subject to the provisions of the WHS Act 2011 and WHS Regulation 2011, the owners corporation's appointment of the agent under this agreement does not constitute the appointment of the agent as a principal contractor within the meaning of regulation 293 of the WHS Regulation 2011 (as amended from time to time).



11. Definitions

The following words have these meanings in the agreement unless the contrary intention appears:

Act Strata Schemes Management Act 2015 (NSW).

additional services the functions and duties of the owners corporation set out in schedule A1 or schedule A2.

additional services fee the fee for the supply by the agent of the additional services calculated according to the additional services rates, as

varied under the agreement.

additional services rates the rates for carrying out the additional services set out in schedule B, as varied under the agreement.

agent the person described on the front page of the agreement and, where appropriate, includes the agent's employees and

contractors or any transferee under clause 7.

Agents Act Property, Stock and Business Agents Act 2002 (NSW).

agreed services the functions and duties of the owners corporation set out in:

a) schedule A1 other than those marked "No authority"; and

b) schedule A2.

agreed services fee the fee in item 6 for the supply of the agreed services, as varied under the agreement.

agreement this agreement including the particulars, schedules and attachments.

charges the costs and associated fees set out in schedule B and/or schedule D, as varied under the agreement.

CPI the All Groups consumer price index published by the Australian Bureau of Statistics for Sydney, or if that bureau stops publishing the CPI, then the index recommended by the Property Council of Australia as the index that most

appropriately replaces the CPI.

Development Act in relation to a freehold strata scheme, the Strata Schemes Development Act 2015 (NSW).

disclosure schedule schedules C1 and C2.

strata committee the strata committee of the strata scheme.

GST Act A New Tax System (Goods and Services Tax) Act 1999 (Cth).

item an item in the Particulars.

loss any damage or damages, loss, costs (including, without limitation, the costs of complying with any verdict, award

or settlement of any dispute and legal costs on a solicitor and own client costs basis), expense, charge, payment of

liability, in any case, whether accrued or paid but not indirect, incidental or consequential loss or damages.

non-standard work means any work not defined as standard work.

owners corporation the owners corporation described on the front page of the agreement and, where appropriate, includes the employees,

agents (other than the agent), contractors and invitees of the owners corporation.

Regulation Property, Stock and Business Agents Regulation 2014 (NSW).

related persons in relation to a proposed transferee which is a:

a) corporation, - a 'related entity' of the corporation within the meaning of section 9 of the Corporations Act 2011

(Cth); o

b) partnership,— the partners and principal staff of the partnership.

SCA (NSW) means Strata Community Australia (NSW).

services the agreed services and additional services.



standard work

Means:

- a) construction work where there is no requirement to work above three (3) metres, including but not limited to, replacement of roofing, guttering;
- b) general maintenance works, including but not limited to, lawn mowing, gardening, window cleaning (below three (3) metres), painting:
- c) minor maintenance repairs, including but not limited to, repair/replacement of leaking pipes, replacing tiles/pavers, lock replacement/repairs;
- d) maintenance of essential fire safety equipment;
- e) annual inspection and notifications required for essential fire safety equipment;
- f) pest management treatments (excluding fumigation);
- g) lift, travellator or escalator maintenance; or
- h) renewal of plant registrations in accordance with the requirements of the WHS Act 2011 and WHS Regulation 2011;

provided however:

- a) if any of these works require a principal contractor (as defined under the WHS Act 2011 and WHS Regulation 2011) to be appointed then the works will be considered Non-Standard Work; or
- b) if there is any inconsistency between *Standard Work* and *Non-Standard Work*, the work will be interpreted as *Non-Standard Work*.

strata scheme

the scheme described on the front page of the agreement.

term

the period or event in item 3:

- a) commencing on the commencement date; and
- b) expiring at the duration of the period identified or event in item 3.

Tribunal

means the NSW Civil and Administrative Tribunal.

12. Interpretation

In the agreement, unless the contrary intention appears:

- (a) a reference to:
 - (i) a thing includes the whole or each part of it;
 - (ii) a document includes any variation or replacement of it;
 - (iii) a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, reenactments or replacements of any of them; and
 - (iv) a person includes that person's executors, administrators, successors, substitutes (including but not limited to, person taking by novation) and assigns;
- (b) the singular includes the plural and vice versa;
- (c) headings do not affect interpretation; and
- (d) despite clause 11, the words defined in clause 11 are defined words whether or not these words are in italics.

Important notes for the parties when executing the agreement:

- The agent may not be entitled to any fee for services performed unless the agent serves a copy of the agreement signed by the agent on the owners corporation within 48 hours after the agreement is signed by or on behalf of the owners corporation.
- Once the terms of the agreement have been agreed, the agent should sign the agreement in duplicate and submit the
 agreement in duplicate to the owners corporation for signing. The owners corporation should sign, date and acknowledge
 receipt of the agreement on both counterparts.
- The agent should retain a copy of the signed agreement.
- A copy should be given to the secretary of the owners corporation.
- The agent should provide a copy of the proposed agreement to all parties required to be given notice of the meeting at which the agreement is proposed to be approved.
- If the owners corporation does not nominate two (2) persons to witness the affixing of the seal then the seal must be affixed in the presence of the secretary and any other member of the strata committee.



Schedule A1

NOTE: Where this schedule A1 provides for choices and no choice is selected, "Full authority with no limitations" applies. DO NOT delete any *item* in this schedule, as it may render the *agreement* in breach of the *Property Stock and Business Agents Act 2002* (NSW). If a duty/function does not apply, then mark the box "No authority".

Duties and Functions as described in the Property Stock & Business Agents Regulations (Schedule 6 Clause 6).	FULL AUTHORITY WITH NO LIMITATIONS	No Authority	Full Authority Subject to Limitations as Disclosed in Schedule A2	Regulation Schedule 6 Clause 6 Ref
Undertaking the financial management of funds and books of account.				6(a)
Holding documents and maintaining records relating to the <i>scheme</i> (for example, the strata roll, notices, and minutes of meetings).				6(b)
Arranging building inspections and reports.				6(c)
Effecting repairs to and maintaining common property or engaging appropriately qualified tradespersons to do <i>Standard Work</i> , with limitations on expenditure that may be incurred by the <i>agent</i> without obtaining the approval of the person on behalf of whom the <i>agent</i> is acting.				6(d)
Engaging appropriately qualified tradespersons to do <i>Non-Standard Work</i> , and the appointment on behalf of the <i>owner's corporation</i> of a principal contractor within the meaning of regulation 293 of the WHS Regulation 2011 for such <i>Non-Standard Work</i> , with limitations on expenditure that may be incurred by the <i>agent</i> without obtaining the principal's approval.				
Paying disbursements and expenses incurred in connection with the <i>agent</i> 's management of the <i>scheme</i> .				6(e)
Arranging insurance cover for the <i>scheme</i> . NOTE: Where the <i>owners corporation</i> arranges for placement of the insurance cover or engages a third party i.e. an insurance broker, the <i>agent</i> is indemnified by the <i>owners corporation</i> to the extent of liability contributed by an act, omission or negligence on behalf of the <i>owners corporation</i> or third party in placing the insurance cover.				6(f)
Serving notices to comply with a by-law.			\boxtimes	6(g)
Managing the sinking fund/capital works fund and the administrative fund.			\boxtimes	6(h)
Undertaking steps necessary to recover any money owing in relation to levies.	\boxtimes			6(i)
Representing the <i>owners corporation</i> or association in tribunal or court proceedings.				6(j)
Paying accounts in relation to the <i>scheme</i> (for example, accounts for water charges, council rates and maintenance).			\boxtimes	6(k)
Arranging and undertaking administrative duties in relation to annual general meetings and other general meetings.	\boxtimes			6(I)

Schedule A2 *

NOTE: Full authority is provided for the duties and functions disclosed in this Schedule subject to the extent of any limitations on authority stated in this table.

Duties and functions	Limitations on Authority e.g. on expenditure (if nothing stated, then no limitations apply)	Fee Method
FINANCIAL SERVICES		
Establish and maintain the administration and capital works fund.		Included
Undertaking the management of term deposit accounts and/or other investment accounts.	Subject to Instruction	Sch D
Provide statutory reconciled accounts including balance sheet, statement of income and expenditure, levy status report.		Included
Pay disbursements and expenses incurred in connection with the StrataBee's management of the scheme.		Included
Check, code and approve invoices on behalf of the Owners Corporation.		Included
Prepare Administration and Capital works Fund budgets.		Included
Arrange for the collection of trust monies, maintenance of receipt journal.		Included
Process invoices on behalf of the Owners Corporation.		Included if no pre-approval is required. Sch B
Provide monthly accounts summary portal.		Included
Create third party invoices to recover funds owing to the Owners Corporation.		Sch B
Generate and distribute quarterly levy notices.		Sch D
Generate and distribute any additional levy notices or past year levy notices.		Sch D
Monitor and undertake steps necessary to recover any money owing in relation to levies and liaise with legal debt collection agents.		Sch B Sch D
Assist auditor in compiling records and accounts for audit.		Included
Registration for Tax File Number, GST, ABN, PAYG or renewal on ATO online portal		Sch B
ABN/GST registration/cancellation.		Sch D
GST related activities including but not limited to preparation and lodgement of BAS (quarterly).		Sch B, Sch D
Arrange the preparation and lodgement of annual tax return by registered taxation agent.		Sch D
Prepare and issue additional financial reports prepared to specific requirements including, but not limited to, monthly accounts on an accruals basis.		Sch B
Process stop payments, payment returns and dishonoured payments		Sch B



Arrange payment plans in regards to contribution / levies	Subject to Instruction	Sch D
Pay accounts in relation to the scheme.		Included
SECRETARIAL SERVICES		
Maintain strata roll		Included
Maintain common property certificate of title.		Included
Keep and maintain all the scheme meeting notices, meeting minutes and minute books.		Included
Keep and maintain all the scheme correspondence, insurance, financial, contract and all other related files.		Included
Maintain service and management contracts.		Included
Record and hold custody over notices under ss 22, 258, 259 of the Act.		Included
Maintain by-laws, strata plan and other plans/diagrams.		Included
Keep the common seal.		Included
Issue minutes of delegated performance.		Sch B
Provide annual insurance commission and training disclosure		Included
Liaise with Authorised and Substitute Representative of the Owners Corporation.		Included
Attend to routine oral and written communication (less than 15 minutes).		Included
Affix the common seal to documents as required.		Sch D
Attend to technical, complex, defect related and non- routine communication.		Sch B
Arranging review, amendment and drafting of by-laws.		Sch B, Sch D
Arrange registration of new, amended or repealed by-laws.	Subject to Instruction	Sch B, Sch D
Prepare and issue new owner/tenant/member orientation packs.		Sch D
Make all records available pursuant to ss 182, 183 of the Act (strata inspections – charged to person applying under ss 182, 183).		Regulation
Arrange submission and annual updates of the government portals as required by the legislation.		Sch B
Issue and retain s 184 certificates (charged to prospective purchaser).		Regulation
Issue urgent 184 certificates (charged to prospective purchaser).		Sch D
Administer archive storage and retrieval of old records.		Sch B
Storage of all documents and records in the custody of the agent by way of electronic archive and data storage.		Sch D
Software/Computer Licences/Set up Fee		Sch D
Manually scan and store all documents and records ("records") in custody by way of electronic archive/data storage and, coordinate the secure destruction of those records once they have been electronically archived (having regard to the statutory requirements for the retention of such records under the Act).	Subject to Instruction	Sch B plus external agent fee where required.
Rectification or reconstruction of records upon take-over of management		Sch B
Prepare books and records for handover of plan		Sch D



Maintain a key register, distribute and collect keys and other security devices as required.		Sch D
Any other service or additional work that does not form part of the agreed services fee.		Sch B
BUILDING INSPECTIONS AND REPORTS		
Arrange a capital works fund assessment and 5- year update		Sch D
Arrange Workcover plant registration. Arrange annual certification of applicable facilities, including but not limited to, lift, pool, cooling towers etc.		Sch D plus lodgement fees
Arrange for annual fire safety inspections and subsequent administration, notification to residents and lodgement of annual fire safety statement with council		Sch B Sch D
Arrange a report on Workplace, Health and Safety and/or asbestos reports and /or lift risk and hazard audits.	Subject to Instruction	Sch B
Arrange, engage and liaise with consultants and work in relation to defect rectification, major refurbishment projects or involving briefing engineers, architects, solicitors.		Sch B
Arrange any other building inspection, report, audit as may be required from time-to-time (e.g. pest/termite inspection, cladding reports, engineer reports, architects, strata hub etc).	Subject to Instruction	Sch B
Attend site or other location by agent staff member including travel time		4 site inspections p.a. included
Prepare and provide specific reports or other information as requested	Subject to Instruction	Sch B
MAINTENANCE, REPAIR & COMPLIANCE		
Arrange for repairs to and maintaining common property or engaging appropriately qualified tradespersons to undertake Standard Work.		Included (allowance for up-to 15 minutes, hourly rates thereafter)
		Sch B
Arrange any work that, in the reasonable opinion of the agent, classifies as emergency works necessary in the circumstance.(eg. burst pipes, gas leaks, flooding, storm damage, lift breakdown, fire damage, roof leak, sewerage blockages)		Sch B
Arrange for repairs to and maintaining common property or engaging appropriately qualified tradespersons to undertake Non Standard Work.		Sch B
Obtain quotations for repair, maintenance and replacement of common property or personal property vested in the Owners Corporation.		Included (allowance for up-to 15 minutes, hourly rates thereafter) Sch B, Sch D
Issue work orders and liaise with tradespeople concerning appropriately authorised work to be performed under Repairs and Maintenance Items 1 & 2.		Included (allowance for up-to 15 minutes, hourly rates thereafter) Sch B
Arrange and execute contracts pursuant to the Home Building Act 1989 (NSW) for authorised works in accordance with Repairs and Maintenance Items 1 & 2.		Sch D
Arrange for the monitoring of trades compliance.		Sch D
Collective Sale/Strata Renewal	Subject to Instruction	Sch B
Facilitating building defects process/defect bonds	Subject to Instruction	Sch B
Administering/arranging electricity contracts/auctions/reverse auctions through third party.		Sch B
INSURANCE		
Arrange annual building valuation for insurance purposes.		Sch D
	l .	



	I	T
Obtain quotations for insurance renewal with insurance companies or brokers for which the Agent is an authorised representative in terms of the Financial Services Review Act & receives a		Included if Item 6, option 1 is marked 'Yes'; Sch B otherwise
commission.		Con B cancimic
Submit insurance renewal quotations to the Strata Committee or authorised representative for renewal of insurances.	No Limitation; subject to instruction at renewal	Included if Item 6, option 1 is marked 'Yes';
		Sch B otherwise
Arranging insurance cover on behalf of the scheme with insurance companies or brokers where the Agent is an authorised representative & receives a commission.	Subject to Instruction otherwise renew in accordance with Insurance Broker's recommendations	Included if Item 6 is marked 'Yes'; Sch B otherwise
Obtain quotes and/or renew insurances, prepare & lodge all claims (according to instructions) with insurance companies or brokers where the Agent is not an authorised representative & does not receive a commission	Subject to Instruction	Sch B
Prepare and lodge routine insurance claims (less than 15 minutes).		Incl. if Item 6 is marked 'Yes'; Sch B otherwise
Prepare and lodge complex insurance claims (over 15 minutes)		Sch B
Provide insurance certificate of currency to owner		Sch B
DISPUTES AND COMPLIANCE WITH BY-LAWS		
Attend to general enquiries from the Strata Committee about the schemes by-laws.		Included
Preparing and Issuing initial breach of by-law letters to occupants		Included
relating to a breach of a by-law (less than 15 minutes).		Sch B
Preparing and issuing breach of by-law notices to offending party/s in addition to the initial breach notice.		Sch B
Issuing and serving notices to comply with a by-law (pursuant to section 146, the Act).	Subject to instruction	Sch B
Preparation and lodgement of applications for mediation, tribunal hearings, court or other proceedings and relevant attendance thereof.	Subject to instruction	Sch B plus application fee
Representing the Owners Corporation or Association in tribunal or court proceedings.	Subject to instruction.	Sch B
Attending the tribunal or court to provide evidence on behalf of the Owners Corporation or Association if instructed or subpoenaed.	Subject to instruction/subpoena	Sch B
MEETINGS		
Arranging and undertaking administrative duties in relation to Annual General Meeting and 1 other Meeting of the Owners Corporation or Strata Committee.		Included
Act as Chairperson at General Meetings, Strata Committee Meetings and Tenants Meetings.	Included	Included
Attend Annual General Meeting and 1 other Meeting of the Owners		Up-to 2 hour included, hourly
Corporation or Strata Committee, held during office hours, or scheduled to complete no later than 7.00 pm weekdays (excluding		rates thereafter Sch B
public holidays). Up-to 2 hour for each meetings included, hourly rates thereafter		SUID
Attendance at Annual General Meeting and 1 other Meeting of the Owners Corporation/Strata Committee held after normal business		Sch B
hours.		
		2 meetings p.a included Sch B
hours. Attendance at Extraordinary General Meetings, Adjourned Meetings		



Arranging and undertaking administrative duties in relation to Extraordinary General Meetings, Adjourned Meetings and Strata Committee Meetings.		Sch B
Arrange alternate venue for meetings, other than onsite or Strata Managing Agents offices (cost to be borne by the Owners Corporation).	Subject to instruction	Sch B plus venue cost
Authority to convene an Extraordinary General Meeting or Strata Committee Meeting, when required.		Sch B
Authority to recommend motions in addition to the statutory motions.		Sch B
Prepare and distribute notices and minutes of Annual General Meeting to owners and tenants as registered on the strata roll.		Sch B Sch D
Prepare and distribute notices and minutes of Strata Committee, Extraordinary General and Adjourned Meetings to owners and tenants as registered on the strata roll.		Sch B Sch D
Convene, conduct, attend and minute tenant meetings to appoint tenant representative in accordance with s 33 of the act. Meetings to be held during business hours and at the Agent's office.		Sch B

^{*} These *fees* have been negotiated between the parties to the *agreement*

Schedule B - Fees

Item	Charge (inclusive of GST)	Unit
Hourly Rates*		
Senior Executive/Principal/Director	330.00	Per hour
Senior Strata Manager/Class 1 licence	240.00	Per hour
Strata Manager/Class 2 licence	165.00	Per hour
Assistant Agent in Strata Management	150.00	Per hour
Accounting/Insurance Staff	150.00	Per hour
Administrative Staff/General Clerical	110.00	Per hour
Asset Maintenance Staff	165.00	Per hour
Senior Accounts/Finance Personnel	200.00	Per hour

^{*} These fees have been negotiated between the parties to the agreement



Schedule C - Disclosure schedule

Schedule C1 - The following providers pay a rebate, discount or commission to the agent:

Name of company / person	Amount / percentage of rebate, discount or commission	Other information relating to the disclosure
Austbroker SPT Pty Ltd	Up to 25% of the base insurance premium or up to 50% of the total brokerage fees and commissions earned by Austbroker SPT Pty Ltd Pty Ltd	Also reported in each AGM notice
Coverforce Insurance Broking Pty Ltd	Up to 50% of the total brokerage fees and commissions earned by Coverforce Insurance Broking Pty Ltd	Also reported in each AGM notice
CRM Brokers Pty Ltd	Up to 50% of the total brokerage fees and commissions earned by CRM Brokers Pty Ltd	Also reported in each AGM notice
Honan Insurance Group Pty Ltd	Up to 20% of the base insurance premium	Also reported in each AGM notice
Strata Insurance Services Pty Ltd	Up to 60% of the total brokerage fees and commissions earned by Strata Insurance Services Pty Ltd.	Also reported in each AGM notice
Stratafy Pty Ltd	Up to 80%	Also reported in each AGM notice
Bulk Energy, Energy Action, E Utility or Savant Energy Advisory, Strata Energy Services (Where applicable)	StrataBee may receive a referral fee from Bulk Energy, Energy Action, Strata Energy Services, E Utility or Savant Energy Advisory on the sale and provision of electricity and/or gas.	Also reported in each AGM notice

Other disclosure notes:

The agent is an authorised representative of Strata Insurance Services Pty Ltd, Austbroker SPT Pty Ltd, Coverforce Insurance Brokers Pty Ltd and CRM Brokers Pty Ltd. The agent is an insurance distributor with the remaining companies listed in the table above. The agent is qualified to give general advice and information about insurance, not personal advice. If the owners corporation requires specialist insurance advice the agent can refer the owners corporation to an insurance advisor. If the agent recommends that your building's insurance should be placed with the Insurers, the owners corporation acknowledges and agrees that the recommendation is general advice (not personal advice). The owners corporation should read the Product Disclosure Statement before making a decision to purchase that insurance. The agent discloses that it has commercial arrangements with (including but not limited to) Strategic Collection Services, Strata Energy Services, Solutions In Engineering. Where these services are used and a referral fee is received, it will be disclosed via the Section 60 report or financial reports provided to the scheme at the A.G.M. The agent discloses that from time to time it may receive training services or advice from suppliers to the scheme, including but not limited to: Grace Lawyers, Bannerman's Lawyers, Chambers Russell Lawyers, Holding Redlich Lawyers, Mills Oakley Lawyers, J.S. Mueller and Co. Lawyers, Macquarie Bank, Corporate Home Unit Underwriting Agencies, Strata Energy Services, Strata Community Insurance.

Schedule C2 - The following providers pay a rebate, discount or commission to the agent:

Name of company / person Amount / percentage of rebate, discount or commission	Other information relating to the disclosure
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Schedule D - Charges and associated fees*

Item	Charge (inclusive of GST)	Unit
FINANCIAL SERVICES		
Undertaking the management of term deposit accounts and/or other investment accounts.	\$ 99.00	Per account
Arrange transactions to/from term deposit/investment account.	\$ 33.00	Per transaction
Generate and distribute quarterly levy notices.	\$ 2.40	Per lot, per notice, plus Australia Post Charge
Generate and distribute any additional levy notices or past year levy notices.	\$ 5.50	Per notice, plus Australia Post charge
1st action on levies in arrears (1st Demand – Reminder Notice- 61 days after the due date or as directed by the Owners Corporation).	\$ 35.00	Per notice, charged to lot
2nd action on levies in arrears (2nd Demand – 120 days after due date or as directed by the Owners Corporation).	\$ 60.00	Per notice, charged to lot
3rd action on levies in arrears (Final Demand– 180 days after due date or as directed by the Owners Corporation).	\$ 80.00	Per notice, charged to lot
Issue instructions to solicitor for recovery of outstanding contributions - 210 days after the due date of the levy payment or as otherwise directed by the Owners Corporation.	\$ 220.00	Per instruction, charged to lot
Monthly monitoring of levies in arrears.	\$ 22.00	Per month, per lot, under debt collection, charged to lot
GST/ABN or TFN Registration/Cancellation.	\$ 110.00	Per application
BAS Preparation	\$ 198.00	Per quarter
Arrange the preparation and lodgement of annual tax return	\$ 165.00	Per annum, charged monthly
Payment plan set up and maintenance	\$ 100.00	Per month, per plan
Processing stop payments, dishonoured cheques for levy payments.	\$ 22.00	Per transaction, charged to lot
Provide on line invoice approval	\$ 55.00	Per month
Prepare and issue additional financial reports prepared to specific requirements.	Hourly rate	Per set of reports
Issue third party invoices to recover funds owing to the Owners Corporation.	\$ 22.00	Per invoice
Basic address search as a result of returned mail.	\$ 22.00	Per search
Refund for levy overpayment (subject to owner's written authority).	\$ 22.00	Per lot, charged to lot
Administering/arranging electricity contracts/auctions/reverse auctions through third party.	\$ 44.00	Per contract (if part of a bulk energy auction, otherwise hourly rates)
SECRETARIAL SERVICES		
Storage of all documents and records in the custody of the agent by way of electronic archive and data storage	\$ 1.30	Per lot, per year
Software/Computer Licences/Set up Fee	Cost	Per supplier's invoice
Affixing the common seal.	\$ 55.00	Per service
Arranging, drafting of By-laws, consolidations, amendments to By-laws and/or By-law reviews	\$ 300.00	Per by-law, amendment, consolidation or hourly rate for drafting and review.
Registration of By-Laws and/or other LPI documents (excluding LPI fee).	\$ 295.00	Per By-Law + legal costs
New owner orientation package (payable by new owner).	\$ 22.00	Per new owner
Issue s 184 certificate by way of standard issue as prescribed by the Regulations.	Per Regulation	Per certificate
Providing section 184 certificate by way of urgent issue (within 48 hours).	Per Regulation x 2	Per certificate
Providing an updated section 184 certificate.	Per Regulation	Per certificate
Copying and Printing (black and white)	\$ 0.55	Per page 500 pages included
Copying and Printing (colour)	\$ 2.50	Per page



Electronic Delivery of information	\$ 0.33	Per email, 500 emails included
Postage	Cost +20%	Per standard envelope
Phone/SMS/Text messaging charges	\$ 10.00	Per month
Correct deficiency in records at takeover of management.	Hourly rate	Per hour
Arrange replacement Certificate of Title (excluding LPI fee).	\$ 220.00	Per certificate
Issue management documents to owners (including insurance certificates, by- laws, strata plan etc.)	\$ 33.00	Per document
Payroll attendance fee per employee.	\$ 44.00	Per pay
Process owners applications for private works/Development Application review, signing and affixing common seal after required approval obtained (Payable by Applicant).	\$ 220.00	Per Application (allowance for up-to 2 hours, hourly rates thereafter)
Word processing	\$ 66.00	Per hour
Strata records inspection fee.	Regulation	Per inspection
Search and obtain electronic plans/by laws/management statements or any other registered dealing or undertake title search.	\$ 33.00	Per search/dealing
Strata Energy Services	Cost	Per hour
Maintain a key register	\$ 2.50	Per lot, per annum, charged monthly.
Processing of security/swipe/fob/key form request and provide security device (issue of security devices to owners or authorised agents only, excluding cost of the device)).	\$ 33.00	Per security device
Prepare books and records for handover of plan	\$ 550.00	Per scheme (allowance for up-to 8 hours, hourly rates thereafter
Agent's disbursements	Cost	Per invoice
Any other service or additional work requested by the Owners Corporation that does not form part of the agreed services fee. BUILDING INSPECTIONS AND REPORTS	Hourly Rate	Per hour
Arrange a capital works fund assessment and 5- year update	\$ 99.00	Per report
Arrange Workcover plant registration. Arrange annual certification of applicable facilities, including but not limited to, lift, pool, cooling towers etc.	\$ 198.00	Per statement/certificate
Arrange for annual fire safety inspections and subsequent administration, notification to residents and lodgement of annual fire safety statement with council	\$ 300.00	Per statement (up-to 2 hours, hourly rates thereafter)
Arrange and execute contracts pursuant to the Home Building Act.	\$ 55.00	Per contract
Coordinate and arrange window safety compliance (if applicable)	\$ 220.00	Per scheme (up-to 2 hours, hourly rates thereafter)
Arrange WH & S Report or similar report.	\$ 99.00	Per report
After hours emergency calls.	\$ 165.00	Per call
MAINTENANCE, REPAIR & COMPLIANCE		
Execution of contract required under the Home Building Act and /or affixing the common seal.	\$ 55.00	Per service
Arrange for the monitoring of trades compliance (Quality Assurance, licence, insurance, Safe Work Method Statement checks).	\$ 99.00	Per annuum
INSURANCE		
Arrange annual building valuation for insurance purposes.	\$ 88.00	Per valuation
OTHER		
Any work that is not listed in this schedule will be performed by the agent, at its sole discretion and in response to the reasonable request of the Owners Corporation (or Strata Committee on behalf of the Owners Corporation)	Fees and Charges listed in the agreement	Per service
Rates and Professional Fees for work performed outside office hours (9:00am - 5:00pm, Monday to Friday, excluding public holidays)	subject to 50% loading	Per service
Rates and Professional Fees for work performed on weekends/public holidays will be subject to 100% loading.	subject to 100% loading	Per service

^{*} These fees and charges have been negotiated between the parties to the agreement



Minutes for the Annual General Meeting

S/Plan 17029 20-22 Toronto Pde 03/11/2022 06:00 pm

Generated at: 08/11/2022 06:47 pm

1. CONFIRMATION OF MINUTES

RESOLVED that the minutes of the last annual general meeting of the owners corporation held 20/09/2021 be confirmed as a true and accurate record of that meeting.

2. ADOPTION OF FINANCIAL STATEMENTS

RESOLVED that the financial reports for the financial year ending 31/08/2022 not be adopted.

RESOLVED that the accounting records and statements of financial information for the period ending 31/08/2022 not be adopted.

3. APPOINTMENT OF AUDITOR

RESOLVED that an auditor NOT be appointed by the owners corporation for the financial year ending 31/08/2022.

4. INSURANCE COMMISSION & TRAINING SERVICES

RESOLVED that the owners corporation note the report on commissions and training services as detailed in the agenda for this meeting.

5. INSURANCE RENEWAL

RESOLVED that quotes for the strata committee's consideration be provided and the strata committee to approve one of the quotes.

6. BUILDING VALUATION

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

7. RECTIFICATION WORK TO COMMON PROPERTY

RESOLVED that the owners corporation obtain quotes for painting, pressure cleaning of the slippery part of the driveway and around the bin area, inspection of the roof gutters, downpipes and roof tiles, gutter cleaning to be carried out every 3 months and arrange for a plumber to investigate the leak in the driveway.

8. WORK, HEALTH AND SAFETY - RISK AND SAFETY REPORT

MOTION DEFEATED.

9. ASBESTOS SURVEY

RESOLVED that the new managing agent obtain quotes for an asbestos survey for the strata committee's consideration.

10. STRATA MANAGING AGREEMENT

MOTION DEFEATED.

New strata managing agent to contact Neighbourly Strata, so the books and records can be handed over.

User: Magnus Petersson

11. SAFETY IN THE COMPLEX

RESOLVED that residents show awareness.

12. HOSES LEFT OUT ON CP

RESOLVED that the hoses be kept on the reel.

13. PRESSURE CLEANING

RESOLVED under motion 7.

14. PETS ON CP

RESOLVED that residents keep an eye on their pets while on common property.

15. USE OF COMMON AREA GARDENS

RESOLVED that alteration of common property require approval by special resolution at a general meeting.

16. USE OF RECYCLING BINS

RESOLVED that residents be mindful of the way they recycle.

17. STRATA BY-LAWS

RESOLVED that the strata committee provide new residents with the rules of the complex.

18. BUDGET & LEVIES

RESOLVED that the Budget for the financial year commencing 01/09/2022 be amended and that levies be determined as follows:

- 1. Contributions to the **Administrative Fund** are estimated in accordance with section 79 of the *Strata Schemes Management Act 2015*, and determined in accordance with section 81 of the *Strata Schemes Management Act 2015* at \$32,159.40 and
- 2. Contributions to the **Capital Works Fund** estimated in accordance with section 79 of the *Strata Schemes Management Act*, 2015 be determined in accordance with section 81 of the *Strata Schemes Management Act* 2015 at \$17,943.30 and
- 3. The Owners Corporation levy in accordance with section 81(3) of the *Strata Schemes Management Act 2015* both contributions to be paid in quarterly instalments, the first being due 03/12/2022 (pre-issued) and subsequent instalments being due on 01/03/2023, 01/06/2023 and 01/09/2023 or until otherwise determined.

19. MANAGEMENT OF OUTSTANDING LEVIES

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

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

20. PAYMENT PLANS FOR OUTSTANDING LEVY CONTRIBUTIONS

MOTION DEFEATED.

21. WAIVER OF INTEREST

MOTION DEFEATED.

22. GENERAL MEETING ATTENDANCE BY ELECTRONIC MEANS

RESOLVED that the owners corporation resolve that attendance at general meetings may be by the following additional means:

- 1. telephone conference; or
- 2. video-conferencing;

The facility and method of access will be specified in the meeting notice by the strata managing agent for the particular meeting. Any person attending a general meeting by the alternative means specified in the meeting notice and eligible to vote on a matter may cast a vote as if they were physically present at the meeting.

23. GENERAL MEETING PRE MEETING ELECTRONIC VOTING

RESOLVED that the owners corporation resolves that persons entitled to vote on a matter may vote prior to a general meeting by the following means:

- 1. an email to the strata managing agent attaching a completed voting paper from the email address provided by that lot owner for service of notices; or
- 2. via a website voting system provided by the strata managing agent for that purpose.

and authorises the strata committee to determine which motions are to the subject of pre-meeting electronic voting.

24. STRATA COMMITTEE NOMINATION AND NUMBERS

RESOLVED that:

- 1. the nominations for the strata committee be declared, received and recorded;
- 2. the nominations be closed by the chairperson; and
- 3. the number of members of the strata committee be determined at 5 for the ensuing year.

25. STRATA COMMITTEE ELECTION

RESOLVED that the number of nominations equals the number of members decided upon, therefore those members be duly elected Josephine Draycott (4), Naser Karimi (5), Christopher Reid (6), Bianca Esther (8) & Peter Harris (10).

26. RESTRICTIONS OVER THE STRATA COMMITTEE

RESOLVED that apart from those matters stated in legislation, there are no other matters that must be determined by resolution of the Owners Corporation.

27. SCM

MINUTES OF STRATA COMMITTEE MEETING

Sections 39, 40, 263 & Schedule 2 of Strata Schemes Management Act 2015 (NSW)

TO The Owners – Strata Plan No 17029

20-22 Toronto Pde JANNALI 2226

The meeting was held immediately after the Annual General Meeting

on 3rd November 2022

at On-Site

1. ACTING MEMBERS

RESOLVED that pursuant to section 34 of the Strata Schemes Management Act 2015, the strata committee receive and accept the appointment of any acting members of the strata committee for the purpose of this meeting of the strata committee.

2. ELECTION OF OFFICE BEARERS

RESOLVED that the chairperson, secretary, and treasurer of the Strata Committee be appointed. That an officer be nominated as the emergency contact for the Strata Scheme.

Chairperson: Naser Karimi (5), Secretary: Christopher Reid (6) & Treasurer & Emergency Contact: Peter Harris (10)

3. ELECTRONIC MEANS OF ATTENDANCE

RESOLVED that the strata committee resolves that attendance at strata committee meetings may be by the following additional means:

- (a) telephone conference; or
- (b) video-conferencing:
- (c) email from the email address provided for service of notices.

The meeting notice will specify

- + means and method of accessing the facility for that purpose for that particular strata committee meeting and
- + that any strata committee member attending a strata committee meeting by these means and eligible to vote on a matter may cast a vote as if they were physically present at the meeting.

4. AUTHORITY TO UPLOAD INFORMATION TO STRATA HUB

RESOLVED that the Strata Committee delegate to the strata manager the function of uploading all information/documents required to comply with the Strata Schemes Management Regulations 2021 (regulation 43A) relating to the Office of Fair Trading "strata hub".

There being no futher business and the meeting closed at 07.10pm.



MINUTES OF EXTRAORDINARY GENERAL MEETING

FOR THE OWNERS OF STRATA PLAN 17029

20-22 Toronto Parade, Jannali

Meeting Details

Date 12/12/2022

Venue Zoom

Commencement 6.04pm

Apologies Nil

Present Lots

Lot No. 1, 4, 5*, 6, 8, 10

Proxies

Lot 9 to lot 10

In Attendance

Jessica Grant of StrataBee

Quorum

*6 of 9 lot owners were present in person or represented by proxy. A quorum was formed. *note: 1 lot owner was unfinancial at the time of the meeting.

Chairperson

Jessica Grant



Meeting Minutes

Motion 1	Confirmation of Previous Minutes		
The Owners – Strata Plan No. 17029 RESOLVE by ordinary resolution to confirm the minutes of the last general meeting of the Owners Corporation.			
Vote: All in favour	Motion Resolved		

Motion 2 Motion to Appoint

That in accordance with Section 49(1) of the Strata Schemes Management Act 2015 (Act) that:

- a) Australica Pty Limited (trading as StrataBee) be appointed as strata managing agent of Strata Plan Number 17029;
- b) the Owners Corporation delegate to the Agent all of the functions of:
- (1) the Strata Committee (other than those listed in Section 52(2) of the Act); and
- (2) its chairperson, treasurer, secretary and Strata Committee, necessary to enable the Agent to carry out the agreed services and the additional services as defined in the written agreement tabled at the meeting;
- (3) the delegation to the Agent is to be subject to the conditions and limitations in the Agreement; and
- (4) the Owners Corporation execute the Agreement to give effect to this appointment and delegation; and
- (5) authority be given for the common seal of the Owners Corporation to be affixed to the Agreement in accordance with Section 273 of the Act.
- c) this appointment is effective 12/12/2022
 - d) that the address for service of Notices on the Strata Plan be changed to agents office address, the appropriate notices under section 265 of the Act be completed, executed and lodged for registration in the Land & Property Information Office to record the change of address for services of notices and that the common seal of the Strata Plan be affixed pursuant to Section
 273 of the



FURTHER RESOLVED that Bianca Esther of lot 8 and Christopher Reid of lot 6 be nominated to execute the agreement at the meeting and note the agreement expiry date of 12/12/2023

Vote: 100% in favour Motion Resolved

Meeting Closure

There being no further business, the chairperson declared the meeting closed at 6.13pm.

Dessica Grant

Chairperson

Date of these minutes: 13.12.2022



McDonald Strata Pty Ltd ABN: 93 603 449 869 8/11 Gymea Bay Rd GYMEA NSW 2227 Ph: 02 9524 3484

jessica@mcdonaldstrata.com.au

Minutes of Annual General Meeting

Owners Corporation Strata Plan 17029, 20-22 Toronto Pde , JANNALI, 2226, NSW,

Held on

20/09/2021

At:

Via Teleconference, at 10am please dial 1300 254 10a Then enter code 5425 770 and # key,, NSW

Minutes for the Annual General Meeting

S/Plan 17029 20-22 Toronto Pde 20/09/2021 10:00 am

1. MINUTES

RESOLVED that the minutes of the last general meeting of the Owners Corporation be confirmed as a true record of the proceedings of that meeting.

2. STRATA COMMITTEE

RESOLVED

- (a) That the nominations for the Strata Committee be accepted
- (b) That the number of members of the Strata Committee be determined at 6 members
- (c) That the names of the Strata Committee members be recorded as follows:
- Lot Name
- 2 Helen Jones
- 4 Josephine Draycott
- 5 Daniel Vrachas
- 6 Christopher Reid
- 9 Cathy Best
- 10 Peter Harris

3. RESTRICTED MATTERS

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

4. INSURANCE

RESOLVED to confirm the insurances subject to taking out Office Bearers Liability insurance for \$1,000,000. Fidelity quarantee to remain at \$100,000.

Further resolved to adopt the report on insurance commission noting the strata managing agent received \$1,225.67 over the last 12 months and estimates that will be in the similar vicinity over the next 12 months.

5. FINANCIAL STATEMENTS

RESOLVED that the Financial Statement be adopted and that no additional auditing be undertaken.

6. CAPITAL WORKS FUND PLAN

MOTION DEFEATED

Owners Corporation to retain current report carried out in 2019.

7. DEBT COLLECTION

RESOLVED – that the owners corporation authorises the managing agent and/or the strata committee to take all necessary steps on its behalf to recover, from any person liable to pay a contribution:

- (a) any contribution that is not paid at the end of one month after it becomes due and payable,
- (b) any interest payable on the contribution, and
- (c) the reasonable expenses of the owners corporation incurred in recovering those amounts, including (without limitation) engaging and giving instructions to a debt collector or lawyer and:

- (i) issuing letters of demand,
- (ii) initiating and maintaining legal action,
- (iii) entering judgment in the legal action, and
- (iv) enforcing any judgment including through:
- (A) the issue of a writ for the levy of property,
- (B) a garnishee order, or
- (C) initiating and maintaining bankruptcy or winding up proceedings.

The owners corporation will not enter into any payment plans for payment of overdue contributions over a period of up to 12 months in accordance with section 85(5) of the Act.

8. BUDGET & LEVIES

RESOLVED that the Owners Corporation:

- (a) Adopt the budget including any amendments
- (b) In accordance with Section 81 of the Act, the Owners Corporation determines that the following amounts be levied in order to collect the amounts estimated int he budget and capital works fund plan:

Administrative Fund \$30,628 Capital Works Fund \$17,088.83

GENERAL BUSINESS

- 1. Strata Manager to obtain painting quotes
- 2. Strata Manager to obtain roof restoration quote
- 3. Gutter Cleaning to be done every 4 months
- 4. Advise gardener to collect leaves instead of blowing and to clean 4 drains in total

Attendance

S/Plan 17029 20-22 Toronto Pde Annual General Meeting 20/09/2021 10:00 am

Attendees

Lot	Unit	Name	Arrears	Financial	UOE	Proxy	Committee	Apologies	Voting Sheet
2	2	Helen Louise Jones	\$0.00	Υ	94	N	Υ	N	N
4	4	Josephine Draycott	\$0.00	Υ	105	N	Υ	N	N
5	5	Daniel James Vrachas & Siobhan Emmah Vrachas	\$0.00	Υ	106	N	Υ	N	N
6	6	Christopher Roland Reid & Devanand Amber Saraswati	\$0.00	Υ	107	N	Υ	N	N
7	7	Bronwyn Mary Smith	\$0.00	Υ	96	N	N	N	N
9	9	Katherine Best	\$0.00	Υ	96	Υ	Υ	N	N
10	10	Peter Matthew Harris	\$699.01	N	98	N	Υ	N	N

Non Attendees - Apologies or Voting Sheets Received

NIL

Quorum Achieved: Y

Committee

S/Plan 17029 20-22 Toronto Pde Annual General Meeting 20/09/2021 10:00 am

Lot	Unit	Name	Position	Appointed	Туре
2	2	Helen Jones	Member	31/10/2015	
4	4	Josephine Draycott	Member	20/09/2021	
5	5	Daniel Vrachas	Member	21/09/2019	
6	6	Christopher Reid	Member	21/09/2019	
9	9	Katie Best	Member	21/09/2019	
10	10	Peter Harris	Member	08/01/2019	

Committee Report.pdf Page 5

McDonald Strata Pty Ltd ABN: 93 603 449 869 8/11 Gymea Bay Rd GYMEA NSW 2227 Ph: 02 9524 3484 admin@mcdonaldstrata.com.au Principal: Adam Papageorgiou



Notice of Annual General Meeting

The Annual General Meeting for Owners Corporation Strata Plan 17029 20-22 Toronto Pde JANNALI, 2226

will be held at 08:30 am on Saturday, 17/10/2020,

At: McDonald Strata Suite 8/11 Gymea Road,, GYMEA NSW 2227

Agenda for the Annual General Meeting

S/Plan 17029 20-22 Toronto Pde 17/10/2020 08:30 am

1. Approval of Minutes

That the Minutes of the last general meeting be confirmed.

2. Financial Statements

That the financial statements for the last financial period be adopted.

3. Auditor Appointment

To consider the appointment of an auditor.

4. Overdue Contributions

To decide how to deal with any overdue contributions payable to the owners corporation.

5. Levy Contributions

That the owners corporation determine the amounts to be levied as a contribution to the administrative fund and the capital works fund for the next financial year, with levies calculated by unit entitlement.

Strata Manager's Note: The budget submitted as part of the 2020 Annual General Meeting is based on the 2019-2020 exprenses incurred by the owners corproation. The budget will be discussed in greater detail at the meeting seekign input from those that attend.

In respect of the proposed Capital Works Fund, this is line with the 2019 Capital Works Fund report. Owners will have the option of determining whether to accept the amounts proposed in the budget.

6. Insurance

That the Owners Corporation insurance be confirmed, varied or extended to cover Office Bearers Liability or Fidelity Guarantees under s165 (2) of the Act. That the report on commission provided to the strata managing agent be considered.

7. Approval of Minor & Major works for Lot 6

That the owners corporation approve by special resolution to allow the owners of Lot 6 in the strata plan consent to undertake Minor & Major Works to their home in accordance with the description contained within this motion and the Major Works by law printed hereunder. Further that the required by laws be registered on the certificate of title for the common property and lodged with the Registrar General's Office.

The Minor Works planned which constitute a kitchen renovation can be approved by the Strata Committee which is in line with the Minor Works special by 2 as is already registered.

The Major Works which include the removal of a wall between the kitchen & living room, opening up a window from ceiling to bench height, installation of 2 x wooden screens in the common property garden outside the kitchen window of Lot 6.

That the owners corporation SPECIALLY RESOLVE pursuant to section 106(3) of the Strata Schemes Management Act 2015 THAT:

- a. it is inappropriate for the owners corporation to maintain, renew, replace or repair any minor or major renovations carried out by a Lot within the strata scheme in accordance with Special By-Law 2 (Minor Renovations) & Special by law 3 Major Renovations; and
- b. in the light of the obligations imposed on owners in that by-law to maintain, renew, replace or repair any minor or major renovations, its decision will not affect the safety of any building, structure or common area in the strata scheme.

Explanatory note: The following motion relates the owners corporation not being liable for any Minor or Major Renovations undertaken by Lot owners should those works fail. The Lot shall be liable for those repairs and should the Lot fail to undertake those repairs the owners corporation shall at the cost of the Lot to make safe.

That the owners corporation SPECIALLY RESOLVE pursuant to section 141 of the Strata Schemes Management Act 2015, to create a by law granting consent for Lot 6 to undertake major renovation works as detailed hereunder;

SPECIAL BY-LAW 3 - MAJOR RENOVATIONS

1. Introduction

This by-law sets out the rules you must follow if you intend to carry out major renovations to a common area in the building in connection with your lot or to your lot.

2. Definitions & Interpretation

- 2.1 In this by-law, unless the context or subject matter otherwise indicates or requires:
 - a. "Act" means the Strata Schemes Management Act 2015,
 - b. "annexure" means the annexure to this by-law,
 - c. "building" means the building in the strata scheme in which your lot is located,
 - d. "common area" means the common property in the strata scheme,
 - e. "cosmetic work" means cosmetic work for the purposes of section 109 of the Act and any by-law that specifies additional work that is to be cosmetic work for the purposes of section 109 of the Act,
 - f. "major renovations" means any work to a lot or a common area in the building in connection with your lot for the following purposes:
 - i. work involving structural changes such as the removal of the whole or part of a load bearing wall,
 - ii. work that changes the external appearance of your lot, or installation of a new window or a new door in a boundary wall of your lot,
 - iii. work involving waterproofing,
 - iv. work for which consent or another approval is required under any other Act such as development consent of the local council under the *Environmental Planning and Assessment Act* 1979,

but cannot include cosmetic work or minor renovations,

- g. "minor renovations" means minor renovations for the purposes of section 110 of the Act and any by-law that specifies additional work that is to be a minor renovation for the purposes of section 110 of the Act,
- h. "st rat a scheme" means the strata scheme to which this by-law applies, and
- i. "you" means an owner of a lot and includes your successors in title.
- 2.2 In this by-law, unless the context or subject matter otherwise indicates or requires:
 - a. headings have been inserted for guidance only and do not affect the interpretation of this by-law,
 - b. references to any legislation include any legislation amending, consolidating or replacing the same, and all bylaws, ordinances, proclamations, regulations, rules and other authorities made under them,
 - c. words importing the singular number include the plural and vice versa,
 - d. where any word or phrase is given a definite meaning any part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning,
 - e. any expression used in this by-law and which is defined in the Act will have the same meaning as that expression has in that Act unless a contrary intention is expressed in this by-law, and
 - f. if there is any inconsistency between this by-law and any other by-law applicable to the strata scheme, then the provisions of this by-law will prevail to the extent of that inconsistency.
 - 3. Major Renovations Approval Process

3.1 Major Renovations Require Approval

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

3.2 The Approval Process

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

- 2. The application must be in writing and sent to the strata managing agent of the owners corporation or, if there is no strata managing agent, to the secretary of the owners corporation.
- 3. Your application must contain:
- a. your name, address and telephone number,
- b. your lot and lot number,
- c. details of the major renovations,
- d. drawings, plans and specifications for the major renovations,
- e. an estimate of the duration and times of the major renovations,
- f. details of the persons carrying out the major renovations including the name, license number, insurance certificates of currency for public liability & workers compensation, qualifications and telephone number of those persons,
- g. details of arrangements to manage any resulting rubbish or debris arising from the major renovations.
 - 4. Your application must also contain a motion and by-law generally in the form set out in the annexure (with the blanks appropriately completed) and your written consent to that by-law if the major renovations will involve alterations or additions to a common area.
 - 5. The owners corporation may request further information to supplement the information contained in your application but it must not act unreasonably when doing so.
 - 6. The owners corporation may engage a consultant to assist it review your application.
 - 7. The owners corporation may:
- a. approve your application either with or without conditions, or
- b. withhold approval of your application (but it must not act unreasonably when doing so).
 - 8. If your major renovations will involve alterations or additions to a common area, and the owners corporation approves your application, the owners corporation must do so by passing a special resolution at a general meeting to approve the motion and by-law submitted with your application (or a substantially similar motion and by-law).
 - 9. You must comply with any conditions which the owners corporation issues as part of its approval and the conditions contained in this by-law.
 - 10. If your major renovations are subject to any other by-law, then you must also comply with that other by-law and if any provision in that other by-law is inconsistent with a provision in this by-law, then the provision in this by-law will prevail.

4. Conditions for Major Renovations

4.1 Before the Major Renovations

4.1.1 Before commencing the major renovations, you must:

a. Prior Notice

give the owners corporation at least 28 days' written notice. Your written notice must include the estimated start date of the major renovations and the estimated end date of the major renovations, which dates must be in accordance with any condition imposed under clause 3.2.7(a).

b. Local Council Approval

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

c. Contractor's Licence and Insurance Details

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

- i. licence,
- ii. all risk insurance policy which must include public liability cover in the sum of \$10,000,000.00,
 - iii. workers compensation insurance policy, and
 - iv. home building compensation fund insurance policy under the *Home Building Act 1989* for the major renovations (if required by law),

d. Engineer's Report

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

e. Acoustic Consultant's Report

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

f. Dilapidation Report

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

g. Bond

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

h. Costs

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

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

4.2 During the Major Renovations

During the major renovations you must:

a. Standard of Workmanship

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

b. Quality of Major Renovations

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

c. Time for Completion of Major Renovations

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

d. Times for Major Renovations

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

e. Times for Operation of Noisy Equipment

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

f. Appearance of Major Renovations

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

g. Supervision of Major Renovations

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

h. Noise During Major Renovations

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

i. Transportation of Construction Equipment

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

j. Debris

all waste material to be disposed of off-site. Common property garbage service is NOT to be used for renovation waste disposal.

k. Storage of Building Materials on Common Areas

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

ax. Protection of Building

protect all areas of the building outside your lot which are affected by the major renovations from damage, the entry of water or rain and from dirt, dust and debris relating to the major renovations and ensure that all common areas, especially the walls, floors and lifts leading to your lot, are protected by covers and mats when transporting furniture, construction materials, equipment and debris through the building. All damage generated as the result of the works shall be made good by the owners corporation's choice of contractor and the cost of these works recovered by the owners corporation by issue of a tax invoice to the Lot undertaking the renovation.

all. Building Integrity

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

n. Daily Cleaning

clean any part of the common areas affected by the renovations on a daily basis and keep all of those common areas clean. If unable to keep clean, the strata cleaner will attend with the cost paid for by the Lot.

• Interruption to Services

any interruption of services like electricity, water, telephone/internet/television at least 72 hours prior notice of any planned interruption to the services in the building using a sign prominently displayed on the noticeboard(s) before any such disruption and written advice / phone call to the strata manager,

p. Access

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

q. Vehicles

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

r. Security

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

s. Variation to Major renovations

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

t. Costs of Major renovations

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

4.3 After the Major Renovations

After the major renovations have been completed, you must:

a. Notify the Owners Corporation

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

b. Access

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

c. Obtain Planning Certificates

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

d. Restore the Common Areas

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

e. Engineer's Report

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

f. Expert's Report

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

g. Acoustic Consultant's Report

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

4.4 Enduring Obligations

You must:

a. Maintenance of Major Renovations

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

b. Repair Damage

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

c. Prevent Excessive Noise

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

(d) Flooring

if the major renovations involved changes to the floor coverings of your lot, ensure that the new floor coverings are covered or otherwise treated to an extent sufficient to prevent the transmission from the floor coverings of noise likely to disturb the peaceful enjoyment of the owner or occupier of another. Failure to install appropriate sound proofing material may result in the owners corporation requiring you to remove the flooring and address the sound transference issue,

(e) Indemnity

indemnify and keep indemnified the owners corporation against all actions, proceedings, claims, demands, costs, damages and expenses which may be incurred by or brought or made against the owners corporation (including but not limited to any increase in the strata insurance premium, any increase in the cost of obtaining an annual fire safety statement, an increase in maintaining, repairing, renewing or replacing the common property air conditioning system (including increase in electricity consumption) or any order issued by the local council, the NSW Fire Brigade or any other government authority under the *Environmental Planning & Assessment Act 1979*, the Local Government Act 1993 or any other legislation) arising out of the major renovations or the altered state or use of any of the common areas arising from the major renovations or your breach of this by-law,

f. Insurance

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

g. Comply with the Law

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

5. Bond

The owners corporation may ask you to pay a bond and it shall be entitled to apply the bond paid by you under the conditions of this by-law, or any part of it, towards the costs of the owners corporation incurred:

- a. repairing any damage caused to a common area or any other lot during or as a result of the major renovations, or
- b. cleaning any part of the common area as a result of the major renovations,

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

6. Breach of this By-Law

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

- a. rectify the breach,
- b. enter on any part of the building including your lot, by its agents, employees or contractors, in accordance with the Act for the purpose of rectifying the breach, and
- c. recover as a debt due from you the costs of the rectification and the expenses of the owners corporation incurred in recovering those costs including legal costs on an indemnity basis.
 - 6.2 Nothing in this clause restricts the rights of or the remedies available to the owners corporation as a consequence of a breach of this by-law.

7. Common Property Rights By-Law

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

8. Decision of Owners Corporation not to Maintain Major Renovations

To avoid doubt, the owners corporation determines that:

- a. it is inappropriate for the owners corporation to maintain, renew, replace or repair any major renovations done to the common property in connection with your lot in accordance with this by-law; and
- b. in the light of the obligations imposed on you in this by-law to maintain, renew, replace or repair any such major renovations, its decision will not affect the safety of any building, structure or common area in the strata scheme or detract from the appearance of any property in the strata scheme.

ANNEXURE

Motion and By-Law for Major Renovations

That the owners corporation specially resolves pursuant to sections 108 and 143 of the *Strata Schemes Management Act 2015* to authorise the owner of the lot specified in the special by-law set out below to carry out the alterations and additions to that lot and the common property described in that special by-law on the conditions of that special by-law (including the condition that the owner is responsible for the maintenance,

upkeep and repair of those alterations and additions and the common property occupied by them) and to add to the by-laws applicable to the strata scheme by making that special by-law:

Special By-Law No. 3 - Major Renovations and Building Works (Lot 6)

1. Introduction

This by-law gives the Owner the right to carry out the Major Renovations on the conditions of the Major Renovations

By-Law and this by-law.

2. Definitions

In this by-law:

"Lot" means Lot 6 in the Strata Scheme;

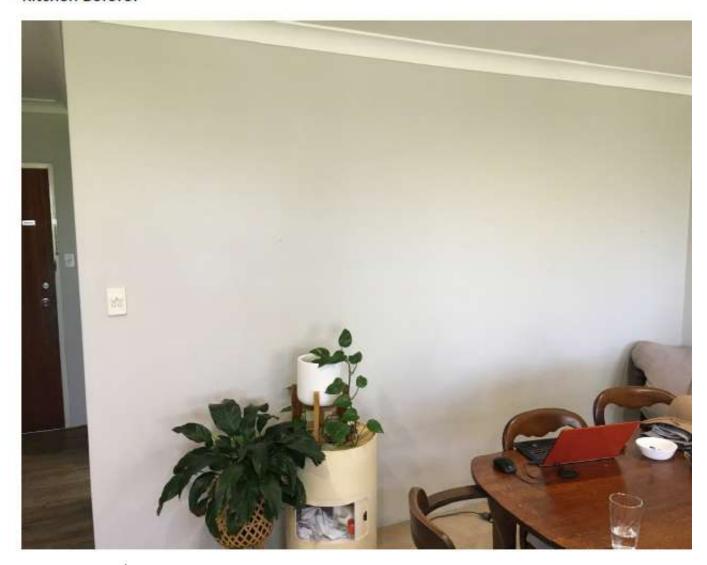
"Owner" means the owner for the time being of the Lot (being the current owner and all successors);

"Major Renovations" means the alterations and additions to the Lot and common property described and shown in the Description) being;

Please refer to attachments showing description of works and insurances

Before and after photos:

Kitchen Before:



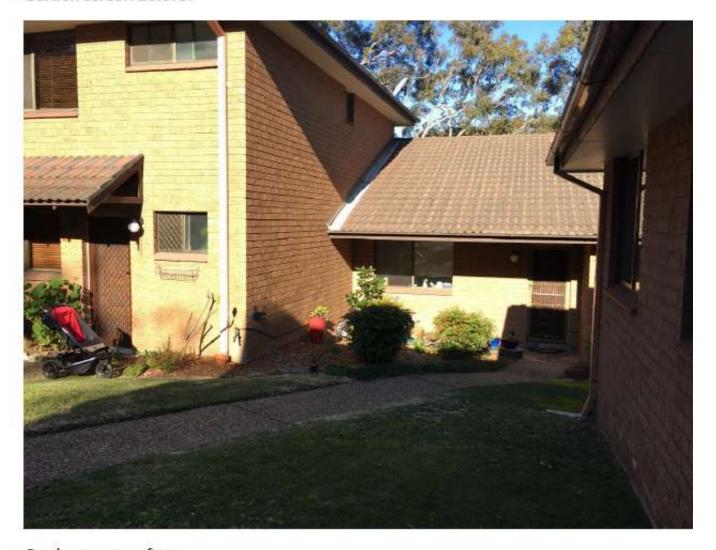
Kitchen After:





Duration and times of works: Approximately 4 weeks, starting in early November.

Garden screen before:



Garden screen after:





Details of persons carrying out the renovations:

Kitchen and bathroom

renovation: ABC Kitchens and Bathrooms (Kerrie Lumb)

27 East Parade Sutherland

Phone: 95216922

W: www.abckitchens.com.au

Wall modification: K Build Innovations (Kyle Robinson)

Lic: 317862C

Qualifications: Builder, Carpenter Contact number: 0403 586 238

ABN: 12 615 611 106 E: kbuild@outlook.com

Garden screen installation: Us.

Floor installation: Mint Floors (Ethan Gillett)

2/40 Cawarra Rd, Caringbah NSW 2229

M: 0422 042 919

E: <u>sales@mintfloors.com.au</u>
W: www.mintfloors.com.au

Waste management: Removed by tradespeople during the job (see quotes attached).

Drawings, plans and specifications:

Structural report and quotes:

"Major Renovations By-Law" means Special By-Law 3 Major Renovations as amended from time to time;

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

3. Authorisation for Major Renovations

The Owners Corporation grants the Owner:

the authority to carry out the Major Renovations strictly in accordance with the description;

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

the exclusive use and enjoyment of the common property to be occupied by the Major Renovations;

on the conditions of this by-law.

- 4. Conditions
- 1. The Major Renovations By-Law will apply to the Major Renovations.
 - 2. The Owner must, at the Owner's cost, comply with the conditions specified in the Major Renovations By-Law with respect to the Major Renovations.
 - 3. The Owner must also, at the Owner's cost, properly maintain and keep in a state of good and serviceable repair the Major Renovations and the common property occupied by the Major Renovations and, where necessary, renew or replace any fixtures of fittings comprised in those Major Renovations and that common property.

- 4. The Owners Corporation may exercise any of the functions conferred on it under the Major Renovations By-Law with respect to the Major Renovations.
- 5. The Owner must pay the reasonable costs of the owners corporation incurred in connection with approving and registering this by-law.
- 6. For the avoidance of doubt, this by-law operates as the approval of the owners corporation of the Major Renovations for the purposes of the Major Renovations By-Law.

8. Restrictions

To decide if any matter or type of matter is to be determined only by the owners corporation in a general meeting.

9. Committee Nominations

Call for nominations for members of the strata committee.

10. Committee Nominees

Announcement of nominees eligible for election to the strata committee.

11. Committee Members

That the number of members of the strata committee be decided.

12. Election of Committee

That nominees to the strata committee be elected or a ballot held.

13. Strata Committee Agenda after AGM

NOTICE AND AGENDA OF STRATA PLAN 17029 BEING 20-22 TORONTO PARADE, JANNALI FOR A STRATA COMMITTEE MEETING TO BE HELD IMMEDIATELY AFTER THE AGM ON THE 17 OCTOBER 2020 AT MCDONALD STRATA SUITE 8/11 GYMEA BAY ROAD, GYMEA.

Agenda

- 1/. That the Minutes of the last Strata Committee meeting be confirmed.
- 2/. General business.

Major and minor works to Unit 6 for Strata approval

Names: Christopher Roland Reid and Devanand Amber Saraswati

Address: 20-22 Toronto Parade Sutherland

Lot number: 6

Phone: 0413574992

Details of proposed works:

We plan to renovate our kitchen. The stripping of the kitchen and installation of new cabinetry and appliances constitute minor works. We also propose major works, where we will modify the wall between the kitchen and the living room, opening up a window from ceiling to bench height, but leaving the two ends of the existing wall in place.

We plan to renovate our bathroom, with no modification to internal walls.

We also plan to install two wooden screens in the common property garden outside our kitchen window.

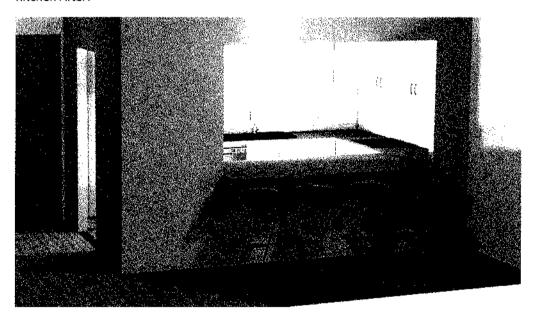
We also plan to remove all of our carpet flooring and install floating hybrid vinyl flooring throughout the unit (except for the bathroom, toilet and laundry space).

Before and after photos:

Kitchen Before:

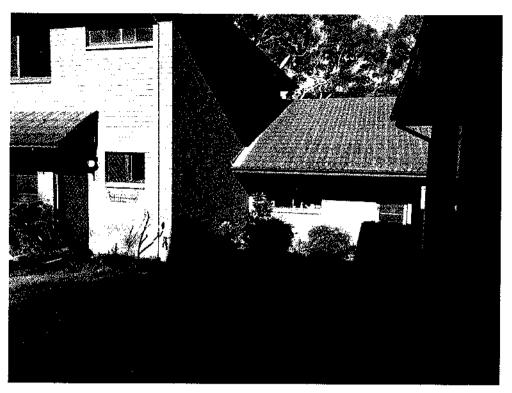


Kitchen After:

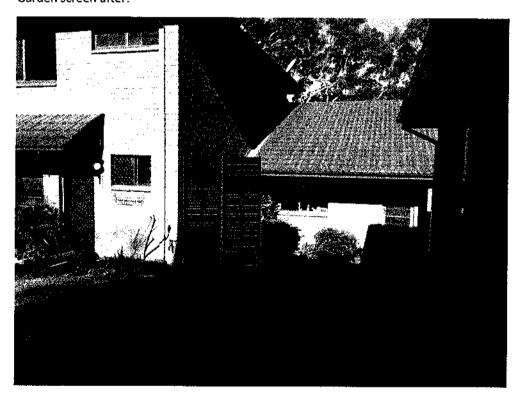


Duration and times of works: Approximately 4 weeks, starting in early November.

Garden screen before:



Garden screen after:



Details of persons carrying out the renovations: Kitchen and bathroom renovation: ABC Kitchens and Bathrooms (Kerrie Lumb) 27 East Parade Sutherland Phone: 95216922 W: www.abckitchens.com.au Wall modification: K Build Innovations (Kyle Robinson) Lic: 317862C Qualifications: Builder, Carpenter Contact number: 0403 586 238 ABN: 12 615 611 106 E: kbuild@outlook.com Garden screen installation: Us. Floor installation: Mint Floors (Ethan Gillett) 2/40 Cawarra Rd, Caringbah NSW 2229 M: 0422 042 919 E: sales@mintfloors.com.au W: www.mintfloors.com.au Waste management: Removed by tradespeople during the job (see quotes attached). Drawings, plans and specifications:

Structural report and quotes:

27 East Parade, Sutherland www.abckitchens.com.au Phone: 9521 6922

Chris Reid and Deva Saraswati Unit 6, 20-22 Toronto Parade Sutherland NSW 2232 Ph: 0413 574 992

3rd September, 2020

Dear Chris and Deva.

I am pleased to submit our preliminary quotation for the proposed renovations to your existing Bathroom and Separate toilet as per the details provided by you.

BATHROOM and SEPARATE TOILET QUOTATION

IRADES:

ROOM PREPARATION:

- Remove and dispose of fittings, fixtures, floor tiles and tile bed.
- Remove and set aside to re-hang existing bathroom and toilet doors.
- Remove and dispose of existing 90mm coved cornice.
- Existing ceiling lining to remain.
- Remove and dispose of existing wall tiles and loose render.
- Make good existing floors ready for new floor tiles.
- Patch render walls and make good ready for tiling to ceiling.

Any unforeseen structural damage or Asbestos removal if required will incur additional costs to be quoted at time of rip-out.

PLUMBING:

- Fit new single bowl vanity, relocate old bath waste within 1 metre and connect. Connect new basin mixer, connect to existing bath hot and cold water within 1 metre.
- Replace existing shower head and wall tap set with new shower head on rail and new wall mixer within 1 metre of existing.
- Fit new built in bath, relocate under window connect to existing vanity waste. Relocate vanity hot and cold water within 1 metre to suit new wall mixer tap and spout.
- Fit new back to wall toilet suite, relocate water into cistern if required, connect to existing waste.
- Replace existing basin with new, connect to existing waste, fit new basin mixer.

ELECTRICAL:

- Relocate existing power outlet to suit new vanity position.
- Fit new Heat / Fan / Light to remain reface switch.

WATERPROOFING AND TILING:

- Waterproof all areas required to Bathroom and Separate Toilet.
- Tile floors in floor tiles.
- Tile walls in wall tiles to ceiling height in Bathroom.
- Tile skirting tile in Separate toilet.
- Supply and fit 3 x tile type floor wastes.
- Exposed cut tile edges to be finished with tile trim or mitred client to discuss with tiler on site.

NB: intricate designs such as Mosaic will incur additional tiling costs to be quoted by Tiler.

FIT OUT:

- Fit all accessories such as toilet roll holder, towel rails etc
- Re-hang existing doors, cut down to suit new tile levels if required.
- Fit new shaving cabinet or mirror.
- Remove trade waste from site.
- Final clean.

<u>SHOWER SCREEN</u> - Supply and fit Semi-Frameless bay unit 6mm toughened glass screen to shower recess with pivot door.

Add \$

to total for 10mm Frameless glass shower screen.

TOTAL including TRADES, SHOWERSCREEN, and FLOOR WASTES

Includes GST

\$:

\$

ADDITIONAL ITEMS:

TILES

Allow approximately

8m2 for floors and toilet skirting

Includes GST

29m2 for walls (includes bath hob).

FITTINGS AND FIXTURES

I have attached a preliminary quote from Reece Bathroom Life at 224 Taren Point Road, Caringbah. Reece have a fantastic showroom, please visit to view fittings and fixtures and have the quote adjusted to suit your requirements. Please let me know if you require any assistance with these items. Items can be supplied by you if preferred.

Includes GST

Painting:

Ceiling and cornice to be painted by client or by painter.

Please feel free to contact me if you would like to discuss any aspects of the design or quotation. We look forward to the opportunity of being involved in your renovation and assure you of our best attention at all times.

Kind regards,

Kerrie Lumb

ABC Kitchens and Bathrooms Pty Ltd



27 East Parade, Sutherland www.abckitchens.com.au Phone: 9521 6922

Chris Reid and Deva Saraswati Unit 6 / 20-22 Toronto Parade Sutherland NSW 2232 Ph: 0413 574 992

3rd September, 2020

Dear Chris and Deva.

We are pleased to submit our quotation for your renovations as per details provided by you.

(AMENDED)

Cabinetry and Benchtops

Supply and install:

<u>Kitchen Door style</u>: 'Bellevue' 16mm flat faced door with Laminex Silk finish. Colour: to be selected from our range. (Add \$ 1,970.00 to change door style to 'Opal 11' flat faced door with Polyurethane finish in Satin, Semi-Gloss or Gloss finish).

Drawer style: Antaro white soft close

Kickboards and end panels: Panels in finish to match doors, kickboards to match.

Bench top: 20mm Standard range Caesarstone benchtops with allowance for drop in sink and standard

cooktop cut out. (Add \$ 990.00 for 40mm edges).

Splashback: Tiled splashback in tiles provided by client.

Bulkhead: Raw MDF to be painted by others.

Handles: To be selected from our range.

Accessories: Soft close doors and drawers, 1 x standard white cutlery divider, blum hinges and runners.

KITCHEN cabinete and benchtops supplied and installed GST inclusive TRADES: Removal and Disposal: Remove and dispose of unwanted appliances, cabinetry, bench tops and splash backs. Existing flooring to be organised by others. GST inclusive Room Preparation: Patch walls ready for new splashbacks. GST inclusive Plumbing: Disconnect / Reconnect Sink, tap and dishwasher. Rangehood to be ducted through bulkhead out external wall. GST inclusive Electrical: Connect new electric oven and new ceramic cooktop. GST inclusive Relocate / reface power outlets where required to suit new layout - includes Fridge, Microwave, Range hood, and 2 x general power outlets

Plastering: Supply and fit new 90mm coved cornice to bulkheads.

GST inclusive

above benchtop. Supply and fit new Isolation switch to cooktop.

<u>Tiling:</u> Tile splashbacks over benchtops in square or brick pattern in tiles supplied by client.	\$ GST inclusive
Building works: Cut hole in brick wall (2.4 x 1.6m), Install timber beam above proposed opening, Patch ceiling, Render walls of newly created opening, Fit new 90mm cornice, remove building waste from site.	\$ GST inclusive
KITCHEN TOTAL with TRADES	<u> </u>
	GST inclusive

Please feel free to contact me if you would like to discuss any aspects of the design or quotation. We look forward to the opportunity of being involved in your renovation and assure you of our best attention at all times.

Kind regards, Kerrie Lumb ABC Kitchens and Bathrooms Pty Ltd



Chris Reid <chrisreidresearch@gmail.com>

Proposed Works: 6/20-22 Toronto Parade, Sutherland

1 message

K Build innovations <kbuild@outlook.com>

To: "chrisreidresearch@gmail.com" <chrisreidresearch@gmail.com>

Thu, Sep 10, 2020 at 8:04 PM

To Whom it May Concern,

With regards to proposed works at: 6/20-22 Toronto Parade Sutherland.

The creation of an internal opening will not affect the structural integrity of the roof. An onsite inspection has been performed and it was determined that the wall has minor roof load, which will be offset with the installation of a timber beam that spans across the newly created opening. This timber beam will support the ceiling and roof load.

My details are as follows Name: Kyle Robinson

Lic: 317862C

Qualifications: Builder, Carpenter Contact number: 0403 586 238

Please contact me for any further queries or clarification, Kindest Regards, Kye Robinson



MOB: 0403 586 238 MOB: 0401 495 494 E: kbuild@outlook.com LIC: 317862C ABN: 12 615 611 106

Community Select Registered









https://mail.google.com/mail/u/0?ik=21961b7875&view=pt&search=all&permthid=thread-f%3A1677440845115684983%7Cmsg-f%3A16774408451156... 1/1



Public and Products Liability - Policy Schedule

Policy Number: BXLC-LIM-2016-002305

The Insured: ABC Kitchens Pty Ltd

The Insurer: XL Insurance Company SE, Australia branch (ABN 36 083 570 441), trading as Brooklyn

Underwriting

Retail, Manufacturing and Installation of kitchens and bathrooms and all activities incidental thereto and all activities incidental thereto The Business:

ABN: 80 844 747 877

Period of Insurance: The Premium:

From: 27/08/20 Premium U/W GST To:

27/08/21 Stamp Duty At 4pm Local Time

AMOUNT PAYABLE 2,370.50

Limit of Indemnity:

	Limit	Excess
Public Liability	\$10,000,000 any one occurrence	\$1,000 each and every Claim (inclusive of costs and expenses)
Products Liability	\$10,000,000 any one occurrence and in the aggregate for all Injury or Damage occuring during the Period of Insurance	\$1,000 each and every Claim (inclusive of costs and expenses)
Special Excess	\$25,000 each & every occurrence Contractors, Sub-Contractors or L	(inclusive of costs and expenses) in respect of Injury to abour Hire Personnel

Brooklyn Steadfast General and Products Liability Insurance Policy Wording 01.06.19 Wording:

Endorsements: Endorsements attaching to and forming part of this Policy as follows:

T: +61 2 8270 1790 F: +61 2 9252 2538

W: brooklynunderwriting.com.au

XL Insurance Company SE, Australia branch (ABN 36 083 570 441), trading as Brooklyn Underwriting

Angel Place, Level 28 123 Pitt Street Sydney NSW 2000



Welding & Heat Application Exclusion

The following exclusion is added to part 3 What We Exclude:

for Personal Injury or Property Damage directly or indirectly caused by, arising from or in connection with the use of any electric, oxy-acetylene. laser or similar welding or cutting and spark producing equipment and allied processes by or on behalf of the insured unless such activity was conducted in strict compliance with the following relevant Australian Standards:

- Australian Standards AS 1674.1 - Safety in welding and allied processes

Part 1: Fire precautions, and/or
- AS 1674.2 - Safety in Welding and Allied Processes - Part 2: Electrical, and/or

- AS/NZS 2211.1:2004 Safety of laser products - Equipment classification, requirements and users guide.

Subject otherwise to the terms, General Conditions, Claims Conditions and exclusions of the Policy.

Contractor, Sub-Contractor or Labour Hire Personnel Definitions The following are added to part 1, 'Definitions':

"Contractor, Sub-Contractor or Labour Hire Personnel"

"Contractor" means

An individual, partnership or company which provides goods or services to You under terms specified in a contract or agreement.

"Sub-Contractor" means

An individual, partnership or company which provides goods or services to a Contractor under terms specified in a contract or agreement.

Labour Hire Personnel means

Any person engaged in any aspect of Your Business whilst employed by an employment agency, placement agency, labour hire company or any other company or person whose business is or includes the supply and/or provision of labour only.

For the purposes of the application of Excess, the above definitions do not include persons who are engaged to perform office, administrative, and/or sales tasks, and who do not perform manual or physical labour.

Subject otherwise to the terms, General Conditions, Claims Conditions and exclusions of the Policy.

Signed for and on behalf of XL Insurance Company SE, Australia branch (ABN 36 083 570 441), trading as **Brooklyn Underwriting**

Craig Langham

For and on behalf of XL Insurance Company SE, Australia branch (ABN 36 083 570 441), trading as Brooklyn Underwriting

Signed at: Sydney, Australia on 14/08/20

PRIVACY COLLECTION STATEMENT

We are committed to safeguarding and protecting your privacy. We are bound by the provisions of the Privacy Act 1988 (Cth) which sets out the standards to meet in the collection, use and disclosure of personal information. We will only collect personal information from you to allow us to quote on and insure your risks and matters incidental thereto, including investigating, processing and managing claims.

T: +61 2 8270 1790

F: 461 2 9252 2538

W: brooklynunderwriting.com.au

Angel Place, Level 28 123 Pitt Street Sydney NSW 2000

XL Insurance Company SE, Australia branch (ABN 36 083 570 441), trading as Brooklyn Underwriting



We may provide your personal information to others, such as our related bodies corporate, other insurers or our reinsurers, claims investigators, lawyers and other professionals, and government bodies. Some of these recipients may be outside of Australia, such as to Europe, the United Kingdom, India, Poland and the United States. Any disclosure outside Australia will be in compliance with the Privacy Act. We will not under any circumstances trade, rent or sell your information.

If you do not provide us with complete, accurate and up-to-date information, we cannot properly quote for your insurance and we cannot insure you. If you provide us with personal information about anyone else, we will rely on you to have told them that you will provide their information to us, to whom we may provide it, the purposes for which we will use it and that they can access it. If the information is sensitive, we rely on you to have obtained their consent on these matters.

If you wish to access or correct your personal information, or wish to raise any concerns as to how we handle your personal information, please write to:

The Privacy Officer
Brooklyn Underwriting
Level 28, Angel Place
123 Pitt Street
Sydney NSW 2000
E: privacyaustralia@axaxl.com

For further details on how we manage your information, please see our Privacy Policy on our website: http://www.brooklynunderwriting.com.au/.

Brooklyn Underwriting is part of AXA XL, a division of AXA. If you require further information about how we deal with your personal information under European Economic Area (EEA) data protection laws, please refer to the AXA XL European Privacy Notice at https://axaxl.com/privacy-notice or contact the Privacy Officer using the contact details above.

T: +61 2 8270 1790 F: +61 2 9252 2538

W: brooklynunderwriting.com.au

XL Insurance Company SE, Australia branch (ABN 36 083 570 441), trading as Brooklyn Underwriting

Angel Place, Level 28 123 Pitt Street Sydney NSW 2000



Licence No. 222057C

TRADES LICENCE NUMBERS

ANDREW HODGE –344458C – Connected Lifestyle Electrical -0405 004 820

BILL WOTTEN - 14456C - Bill Wotten Carpentry - 0412 237 897

SCOTT GERSBACK - 81073C - Try Scotts Plumbing - 0418 221 279

ERIC THOMPSON - R742267 - Handyman - 0408 277 260

CAMERON STUART - 218388C - Accutile Tiling- 0410 406 751

WOLFY HUBER - 93528C - Huber Tiling - 0403087310

BRAD MITCHELL - 11613589049.ABN - Shire Stripouts - 0406 348 702

WADE BRODBECK - Brodbeck Rendering - 0430 017 027

All H.O.W Insurances are completed for all installations over the value of \$20,000.00



10 March 2020

Company Secretary K Build Innovations Pty. Ltd. U 5 29 Gannon Ave DOLLS POINT NSW 2219

Your insurance

Policy number 109X045297COM

Situation address 5/29 Gลกกอก Ave DOLLS POINT NSW 2219

Period of insurance From 13 March 2020 To 4pm on 13 March 2021

Confirmation of Insurance

Dear K BUILD INNOVATIONS PTY, LTD.,

As you recently requested, please find enclosed your Confirmation of Insurance for the above Policy.

Any questions?

Please call us on 1300 494 259. We also offer a range of other insurance products – ask us for details. We'll be happy to help you.

Kind regards,

Richard Feledy

Managing Director

Allianz Australia Limited

Insurance issued by Allianz Australia Insurance Limited (Allianz) ABN 15 000 122 850 AFS Licence No. 234708. We do not provide any advice on this insurance based on any consideration of your objectives, financial situation or needs. Policy terms, conditions, limits and exclusions apply. Before making a decision, please consider the Product Disclosure Statement available by calling us.













Large General insurance Company of the Year 2014, 2013, 2012, 2011 (Australian Insurance industry Awards) and General Insurance Company of the Year 2014, 2012 (Australia Banking & Finance Insurance Awards).

Allianz Australia Insurance Limited ABN 15 000 122 850 AFS Licence No. 234708 © 1300 494 259 🖾 Allianz Business Centre GPO Box 9870 Melbourne VIC 3001 COMC10002



Your Confirmation of Insurance

Policy Number 109X045297COM

Type of Policy Small Business Advantage Pack

Date of Issue 10 March 2020

Policy

1 Oney	
Insured	K BUILD INNOVATIONS PTY. LTD.
Period of Insurance	
Effective date	13 March 2020
Expiry date	4pm on 13 March 2021
Registered for GST?	Yes
GST Input Tax Credit entitiement	100%
ABN	12 615 611 106
Insurer	Allianz Australia Insurance Limited
	ABN 15 000 122 850
	AFS Licence No. 234708

This Confirmation of Insurance is a summary of the Schedule only and is not a Policy Document. It does not form part of the terms and conditions of the Policy and does not amend, extend, replace or alter the terms, conditions, definitions, limitations and exclusions of the Policy. It confirms that on the Date of Issue of this document the Policy is current for the Period of Insurance.

This Confirmation of Insurance is issued as a matter of information only and confers no rights upon its holder.

This document, is current only at the Date of Issue and the Policy may be subsequently altered or cancelled after the Date of Issue.

Please read the Product Disclosure Statement (PDS), the Schedule and any other documents that we tell You form part of the Policy for the terms and conditions of cover.

Certain words used in this document and the PDS have special meanings that are set out in the General Definitions Section of the PDS, in a particular Section of the PDS or are defined in other Policy documentation We provide You.

> Allianz Australia Insurance Limited ABN 15 000 122 850 AFS Licence No. 234708 © 1300 494 259 Ø Allianz Business Centre GPO Box 9870 Melbourne V/C 3001 Policy number 109X045297COM Printed: 10/03/2020 15:47

Page 1 of 3

COMCI0002

Your Confirmation of Insurance

Type of Policy

Small Business Advantage Pack

What You're insured for

To update any fields showing "Unknown" or other information, please call us on 1300 494 259.

Set out below are the details of the Sections provided. See each Section of the document for details of whether any Optional Benefits have been included.

Your Business

Situation

5/29 Gannon Ave

DOLLS POINT NSW 2219

Business

BUILDER AND HOME RENOVATOR

Estimated annual turnover \$80,000

amount

Number of employees including principals

1

Sections We have covered

Material Damage	x
Flood	Not covered
Theft	х
Money	х
Glass	x
Machinery Breakdown	х
Electronic Equipment	х
Personal Accident and Sickness	х
Public and Products Liability	✓
Business Interruption	х
General Property	X
Management Liability	X
Directors and Officers Liability	
Employment Practices Liability	
Crime	
Tax Audit	
Transit	х
Commercial Motor	х

Page 2 of 3

COMC10002





№ Your Confirmation of Insurance

Type of Policy

Small Business Advantage Pack

Public and Products Liability

Description	Limit of Indemnity
Public Liability any one Occurrence	\$20,000,000
Products Liability any one Occurrence and in the aggregate any one Period of Insurance	\$20,000,000
Property in Your care, custody or control any one Occurrence and in the aggregate any one Period of Insurance	\$250,000

Excess(es)	
Property Damage	\$500
Personal Injury	\$500

Endorsement

Tree felling/lopping

The following exclusion is added to the Specific exclusions applicable to this Section.

Tree felling/lopping

any tree felling or lopping by You or on Your behalf where the tree to be felled or lopped exceeds 3.5 metres in height.

The following condition is added to Specific conditions applicable to this Section:

Excess for Property Damage caused by spraying paint and/or sealant

The Excess payable for each claim that We pay for Property Damage directly or indirectly caused by or arising from spraying paint and/or sealant by You or on Your behalf will be the greater of:

- a \$1,000; or
- b The Excess for Property Damage listed on this Schedule.

Maintenance work for underground mines, offshore platforms & other energy plants

The following exclusion is added to the Specific exclusions applicable to this Section.

Maintenance work at or for underground mines, offshore platforms, power, chemical and/or petrochemical plants

any maintenance work being carried out at any building, structure and/or equipment at any underground mine, offshore platform. power, chemical and/or petrochemical plant or any building, structure or equipment that You know will be used at any underground mine, offshore platform, power, chemical and/or petrochemical plant.

Underground services

The following exclusion is added to the Specific exclusions applicable to this Section.

Underground services

any Property Damage to underground property and services unless, prior to the commencement of work, You or anyone acting on behalf of You have inquired with the relevant authorities or owners of such underground property and services and recorded in writing their advice as to their exact location, traced their existence and indicated their location in-situ.

Demolition / Excavation

The following exclusion is added to the Specific exclusions applicable to this Section.

Demolition / Excavation

the demolition of any structure or building exceeding 10 metres in height and/or any excavation work where the depth of such excavation work exceeds 3.5 metres in depth.

Vibration, removal and/or weakening of support Endorsement

The following exclusion is added to the Specific exclusions applicable to this Section.

Vibration, removal and/or weakening of support

any Property Damage to any land, buildings or other property due to vibration, underpinning, restumping, shoring, dewatering or the removal or weakening of and/or interference with support to or of land, buildings or any other property.

Discharge of hazardous waste

The following exclusion is added to the Specific exclusions applicable to this Section.

Discharge of hazardous waste

the discharge of any hazardous waste without the required permit and/or in contravention of the requirements stated in the required permit. However, this exclusion will not apply if You are in possession of the required permit and the discharge occurred unexpectedly and unintentionally from Your standpoint.

Allianz Australia Insurance Limited ABN 15 000 122 850 AFS Licence No. 234708 © 1300 494 259 Ø Allianz Business Centre GPO Box 9870 Melbourne VIC 3001

Printed: 10/03/2020 15:47 Policy number 109X045297COM

COMCI0002

Page 3 of 3

icare workers insurance

certificate of currency nsw

issue date 23/05/2020

print date 27/05/2020

Kyle Robinson K BÜLD INNOVATIONS PTY. LTD. Unit 5 29-31 Gannon Avenue DOLLS POINT NSW 2219

Dear Kyle

Staticantantion coverage

The following policy of insulance covers the full amount of the employer's liability under the *tworkers Compensation Act (987(NSW)*)

valid until

30/06/2021

policy number 157287201 legal name

K BUILD INNOVATIONS PTY, LTD.

trading name

abn

12 615 611 106

acn

615 611 106

industry classification number (WIC)

411200 Residential Building Construction nec

number of workers*

- 1

wages/units'

\$13,260.00

- Number of workers includes contractors/deemed workers
- + Total wages/units estimated for the current period

important information

Principals relying on this certificate should ensure it is accompanied by a statement under section 175B of the Workers Compensation Act 1987 (NSW). Principals should also check and satisfy themselves that the information is correct and ensure that the proper workers compensation insurance is in place, ie. compare the number of employees on site to the average number of employees estimated; ensure that the wages are reasonable to cover the labour component of the work being performed; and confirm that the description of the industry/industries noted is appropriate. A principal contractor may become liable for any outstanding premium of the sub-contractor if the principal has failed to obtain a statement or has accepted a statement where there was reason to believe it was false.

Yours faithfully.

Ang

Jason McLaughlin General Manager, Workers Compensation - Underwriting icare workers insurance

icare™ is the brand of Insurance & Care NSW and acts for the Workers Compensation Nominal Insurer ABN 83 564 379 108

QUOTATION / AGREEMENT

Holstcorp Pty Ltd T/as Mint Floors & Shutters

2/40 Cawarra Rd, Caringbah NSW 2229 672 Crown St. Surry Hills NSW 2010

Showroom:

1300 79 02 49 02 9525 4594

Office: Www.mintfloors.com.au



Quote to:-

Chris Reid

Sutherland

H: 0413574992

E: Chrisreidresearch@gmail.com

Delivery Details:-

Chris Reid

Sutherland

p.

Quote No: 717939

Order Date: Date:

09/09/2020 14/09/2020

Cust Code:

SECB109673

Cust Ref:

TITAN S&I

Rep:

Ethan Gillett

Areas to cover:

QUOTE IS VALID FOR 28 DAYS

Variations in colour and grain will occur in all species of timber. This is a feature and does not constitute a defect. Aged timber will often vary in colour from new timber, Do not cover floors with non-breathable protection eg, plastic, conflute or any tape.

Materials

Titan Rigid Hybrid Vinyl - 1500x180x6mm - Blackbutt Titan Rigid Scotia 22mmx12mmx2.4m To Match TIR035 Titan Rigid Expansion Profile - 2.4mx45mmx9mm - To Match TIR035 Mapei Levelling Compound Ultraplan Eco 20Kg

2232

Services

Pick up, delivery and carry in of materials

Remove and dispose of existing carpet - per m2 Remove and dispose of any other existing floor coverings Install floating flooring Install scotia / fillet beading / trims Install concrete levelling cement - per 20kg bag - install charge

Your signature below, constitutes an acceptance of our terms and conditions which you acknowledge you have read and understand. A fee of 10% will apply to any cancelled order. Some materials cannot be returned or refunded. To avoid moisture damage, adequate subfloor ventilation and drainage is the responsibility of the customer.

Our terms are as follows:

10% upon acceptance of this quotation \$838.99 80% 48 hrs prior to delivery of materials \$6,711.90 10% upon completion.

\$838.99

== Bank Details ==

BSB: 082184 Acct: 535467088 Ref: 717939

Pay Now with Integrapay https://payinvolces.co/mintfloors

Sub Total Ex GST

7627.15

762.72

Quote Total

GST

\$8,389.87

Name: Date: Date: _ /	Date: //

icare workers insurance

certificate of currency nsw

issue date 04/10/2019

print date 09/10/2019

Jianna Rootes HOLSTCORP PTY LTD Unit 2 40 Cawarra Road CARINGBAH NSW 2229

Dear Jianna

statement of coverage

The following policy of insurance covers the full amount of the employer's liability under the Workers Compensation Act 1987(NSW).

valid until

31/10/2020

policy number

118316201

legal name

HOLSTCORP PTY LTD

trading name

MINT FLOORS & SHUTTERS

abn

92 001 925 953

acn

001 925 953

industry classification number (WIC)

523200 Floor Covering Retailing

number of workers*

36

wages/units'

\$1,453,704.00

- * Number of workers includes contractors/deemed workers
- + Total wages/units estimated for the current period

important information

Principals relying on this certificate should ensure it is accompanied by a statement under section 175B of the Workers Compensation Act 1987 (NSW). Principals should also check and satisfy themselves that the information is correct and ensure that the proper workers compensation insurance is in place, ie. compare the number of employees on site to the average number of employees estimated; ensure that the wages are reasonable to cover the labour component of the work being performed; and confirm that the description of the industry/industries noted is appropriate. A principal contractor may become liable for any outstanding premium of the sub-contractor if the principal has failed to obtain a statement or has accepted a statement where there was reason to believe it was false.

Yours faithfully,

Andy

Jason McLaughlin
General Manager, Loss Prevention and Pricing
icare workers insurance

icare^{r*} is the brand of Insurance & Care NSW and acts for the Workers Compensation Nominal Insurer ABN 83 564 379 108

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Balance Sheet - S/Plan 17029 20-22 TORONTO PDE, JANNALI, NSW 2226

For the Financial Period 01/09/2019 to 31/08/2020

	Administrative	Capital Works	TOTAL THIS YEAR
Assets			
Cash At Bank McDonald Strata Pty Ltd SP17029 trust a/c Macquarie Bank BSB: 182-222 Acc No: 250540507	\$412.30	\$32,800.98	\$33,213.28
Levies Receivable	\$0.00	\$728.00	\$728.00
Total Assets	\$412.30	\$33,528.98	\$33,941.28
Liabilities			
Paid in Advance	\$4,820.31	\$2,012.51	\$6,832.82
Total Liabilities	\$4,820.31	\$2,012.51	\$6,832.82
Net Assets	\$(4,408.01)	\$31,516.47	\$27,108.46
Owners Funds			
Opening Balance	\$14,712.14	\$8,871.29	\$23,583.43
Fund Transfer	\$(10,000.00)	\$10,000.00	\$0.00
Net Income For The Period	\$(9,120.15)	\$12,645.18	\$3,525.03
Total Owners Funds	\$(4,408.01)	\$31,516.47	\$27,108.46

Page 1

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Income and Expenditure Statement - S/Plan 17029 20-22 TORONTO PDE, JANNALI, NSW 2226

For the Financial Period 01/09/2019 to 31/08/2020

Administrative Fund

	TOTAL THIS YEAR	This Year Budget	Last Year Actual
Income			
Interest on Overdues	\$49.80	\$0.00	\$131.29
Levy Income	\$23,553.96	\$0.00	\$21,003.96
Total Administrative Fund Income	\$23,603.76	\$0.00	\$21,135.25
Expenses			
Bins/Recycle	\$1,800.00	\$1,950.00	\$1,950.00
Compliance	\$100.00	\$100.00	\$94.60
Gutter cleaning	\$1,540.00	\$605.00	\$605.00
Insurance	\$8,515.16	\$8,607.00	\$7,746.00
Insurance excesses	\$0.00	\$500.00	\$0.00
Lawns/Gardens	\$5,225.00	\$1,870.00	\$1,870.00
Legal Fees	\$0.00	\$0.00	\$185.60
Management Fee	\$4,225.00	\$3,900.00	\$3,350.04
Pest control	\$385.00	\$825.00	\$825.00
Power	\$0.00	\$603.00	\$573.04
Repairs	\$8,491.30	\$3,785.00	\$3,780.20
Trees/Clean Up	\$1,760.00	\$0.00	\$0.00
Utility - Electricity	\$607.45	\$0.00	\$0.00
Utility - Water & Sewerage	\$0.00	\$507.00	\$481.68
Valuation	\$0.00	\$475.00	\$0.00
repairs	\$0.00	\$600.00	\$0.00
sundry/other costs	\$75.00	\$75.00	\$275.00
Total Administrative Fund Expenses	\$32,723.91	\$24,402.00	\$21,736.16
Administrative Fund Surplus/Deficit	\$(9,120.15)	\$(24,402.00)	\$(600.91)

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Income and Expenditure Statement - S/Plan 17029 20-22 TORONTO PDE, JANNALI, NSW 2226

For the Financial Period 01/09/2019 to 31/08/2020

Capital Works Fund

	TOTAL THIS YEAR	This Year Budget	Last Year Actual
Income			
Interest on Overdues	\$20.14	\$0.00	\$40.90
Levy Income	\$10,250.04	\$0.00	\$6,500.04
Special Levy Income	\$16,000.00	\$0.00	\$0.00
Total Capital Works Fund Income	\$26,270.18	\$0.00	\$6,540.94
Expenses			
10 Year Capital Works	\$1,525.00	\$11,500.00	\$1,403.00
Doors & Windows	\$0.00	\$0.00	\$1,221.00
Electrical	\$0.00	\$0.00	\$1,364.00
General Replacement	\$0.00	\$0.00	\$1,920.00
Roof	\$12,100.00	\$0.00	\$0.00
Total Capital Works Fund Expenses	\$13,625.00	\$11,500.00	\$5,908.00
Capital Works Fund Surplus/Deficit	\$12,645.18	\$(11,500.00)	\$632.94

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Lot Positions Report - S/Plan 17029 20-22 TORONTO PDE, JANNALI, NSW 2226

For the Financial Period 01/09/2019 to 31/08/2020

Administrative Fund

Lot#	Unit#	Owner Name	Opening Balance		Levied	Special Levy	Paid	Closing Balance		Interest Paid
1	1	Duanyang Wang	\$0.00		\$2,543.00	\$0.00	\$2,543.00	\$0.00		\$6.68
2	2	Helen Louise Jones	\$0.00		\$2,214.50	\$0.00	\$2,214.50	\$0.00		\$7.07
3	3	Aaron James Shaw & Ellen Louise Thompson	\$493.25	CR	\$2,214.50	\$0.00	\$2,295.00	\$573.75	CR	\$0.00
4	4	Josephine Draycott	\$551.37	CR	\$2,471.73	\$0.00	\$2,560.48	\$640.12	CR	\$0.00
5	5	Daniel James Vrachas & Siobhan Emmah Vrachas	\$556.75	CR	\$2,495.50	\$0.00	\$2,585.00	\$646.25	CR	\$24.08
6	6	Christopher Roland Reid &	\$562.12	CR	\$2,519.23	\$0.00	\$2,609.48	\$652.37	CR	\$0.00
		Devanand Amber Saraswati								
7	7	Bronwyn Mary Smith	\$0.00		\$2,262.00	\$0.00	\$2,848.00	\$586.00	CR	\$0.00
8	8	Bianca Kornelia Esther & Dena	\$504.00	CR	\$2,262.00	\$0.00	\$2,344.00	\$586.00	CR	\$0.00
		Hua Gek Tan & Ingeborg Erica								
		Gentie								
9	9	Katherine Best	\$504.00	CR	\$2,262.00	\$0.00	\$2,344.00	\$586.00	CR	\$0.00
10	10	Peter Matthew Harris	\$0.00		\$2,309.50	\$0.00	\$2,859.32	\$549.82	CR	\$11.97
Admir	nistrativ	e Fund Totals	\$-3,171.49		\$23,553.96	\$0.00	\$25,202.78	\$-4,820.31		\$49.80
Administrative Fund Arrears Administrative Fund Advances				\$0.00 \$4,820.31						

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Lot Positions Report - S/Plan 17029 20-22 TORONTO PDE, JANNALI, NSW 2226

For the Financial Period 01/09/2019 to 31/08/2020

Capital Works Fund

Lot#	Unit#	Owner Name	Opening Balance	Levied	Special Levy	Paid	Closing Balance	Interest Paid
1	1	Duanyang Wang	\$3.72	\$1,107.00	\$1,728.00	\$2,110.72	\$728.00	\$3.33
2	2	Helen Louise Jones	\$0.00	\$963.50	\$1,504.00	\$2,467.50	\$0.00	\$3.33
3	3	Aaron James Shaw & Ellen Louise Thompson	\$152.75 CR	\$963.50	\$1,504.00	\$2,585.00	\$270.25 C	R \$0.00
4	4	Josephine Draycott	\$170.63 CR	\$1,076.27	\$1,680.00	\$2,887.52	\$301.88 C	R \$0.00
5	5	Daniel James Vrachas & Siobhan Emmah Vrachas	\$172.25 CR	\$1,086.50	\$1,696.00	\$2,915.00	\$304.75 C	R \$7.70
6	6	Christopher Roland Reid & Devanand Amber Saraswati	\$173.88 CR	\$1,096.77	\$1,712.00	\$2,942.52	\$307.63 C	R \$0.00
7	7	Bronwyn Mary Smith	\$7.96	\$984.00	\$1,536.00	\$2,803.96	\$276.00 C	R \$0.14
8	8	Bianca Kornelia Esther & Dena Hua Gek Tan & Ingeborg Erica Gentie	\$156.00 CR	\$984.00	\$1,536.00	\$2,640.00	\$276.00 C	R \$0.00
9	9	Katherine Best	\$156.00 CR	\$984.00	\$1,536.00	\$2,640.00	\$276.00 C	R \$0.00
10	10	Peter Matthew Harris	\$0.00	\$1,004.50	\$1,568.00	\$2,572.50	\$0.00	\$5.64
Capita	al Works	s Fund Totals	\$-969.83	\$10,250.04 C	\$16,000.00 Capital Works apital Works Fu		\$-1,284.51 \$728.00 \$2,012.51	\$20.14

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Expenses & Other Income - S/Plan 17029 20-22 TORONTO PDE, JANNALI, NSW 2226

For the Financial Period 01/09/2019 to 31/08/2020

		Total for Administrative Fund - Other	r Income	\$0.00
Administr	ative Fund -	Expenses		
Bins/Recyc	ele			
Date	Ref.	Details	Amount	Balance
06/09/2019	D/D#224	Bin service - August 2019 Vincent Hayes	\$150.00	\$150.00
11/10/2019	D/D#227	Bins service - Sept/Oct 2019 Vincent Hayes	\$150.00	\$300.00
05/12/2019	D/D#239	Bin Service - Nov 2019 Vincent Hayes	\$150.00	\$450.00
07/01/2020	D/D#245	Bin service - Dec 2019 Vincent Hayes	\$150.00	\$600.00
04/02/2020	D/D#252	Bin service - Jan 2020 Vincent Hayes	\$150.00	\$750.00
04/02/2020	D/D#253	Bin service - Jan 2020 Vincent Hayes	\$-150.00	\$600.00
04/02/2020	D/D#254	Bin service - Jan 2020 Vincent Hayes	\$150.00	\$750.00
04/03/2020	D/D#261	Bin service - Feb 2020 Vincent Hayes	\$150.00	\$900.00
31/03/2020	D/D#266	Bin service Vincent Hayes	\$150.00	\$1,050.00
23/04/2020	D/D#269	Bin service - Apr 2020 Vincent Hayes	\$150.00	\$1,200.00
25/05/2020	D/D#274	Bin service - May 2020 Vincent Hayes	\$150.00	\$1,350.00
07/07/2020	D/D#282	Bin service - Jun 2020 Vincent Hayes	\$150.00	\$1,500.00
17/07/2020	D/D#283	Bin service - Jun/Jul 2020 Vincent Hayes	\$150.00	\$1,650.00
17/08/2020	D/D#286	Bin service - Jul/Aug 2020 Vincent Hayes	\$150.00	\$1,800.00
		Total for Bins/Recycle	\$1,800.00	
Complianc	е			
Date	Ref.	Details	Amount	Balance
15/10/2019	D/D#230	Trades Monitoring - 1/10/18 - 30/9/19 MCDONALD STRATA	\$100.00	\$100.00
15/10/2019	D/D#231	Trades Monitoring - 1/10/18 - 30/9/19 MCDONALD STRATA	\$-100.00	\$0.00
17/10/2019	D/D#232	Trades Monitoring - 1/10/18 - 30/9/19 MCDONALD STRATA	\$100.00	\$100.00
		Total for Compliance	\$100.00	
Gutter clea	ning			
Date	Ref.	Details	Amount	Balance
05/11/2019	D/D#234	Gutter clean 3/10/19 AARON SCOTT WILKINS T/A AJW	\$605.00	\$605.00
19/02/2020	D/D#257	Gutter cleaning AARON SCOTT WILKINS T/A AJW	\$715.00	\$1,320.00
21/02/2020	D/D#258	TH4 garage leak clear gutters Abbott Roofing	\$220.00	\$1,540.00
		Total for Gutter cleaning	\$1,540.00	

McDonald Strata Pty Ltd 8/11 Gymea Bay Rd GYMEA NSW 2227 ABN: 93 603 449 869 Ph: 02 9524 3484 Email: admin@mcdonaldstrata.com.au

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Expenses & Other Income - S/Plan 17029 20-22 TORONTO PDE, JANNALI, NSW 2226

For the Financial Period 01/09/2019 to 31/08/2020

Insurance				
Date	Ref.	Details	Amount	Balance
14/10/2019	229	Insurance endorsement Honan Insurance Brokers	\$34.16	\$34.16
22/01/2020	248	Insurance - 2020/2021 Honan Insurance Brokers	\$8,481.00	\$8,515.16
		Total for Insurance	\$8,515.16	
Lawns/Gar			_	
Date	Ref.	Details	Amount	Balance
05/09/2019	D/D#223	Lawns & Gardens - August 2019 Mitchscapes	\$165.00	\$165.00
11/10/2019	D/D#228	Lawns & Gardens - Sept 2019 Mitchscapes	\$330.00	\$495.00
07/11/2019	D/D#235	Lawns/Gardens - Oct 2019 Mitchscapes	\$330.00	\$825.00
27/11/2019	D/D#236	Reimbursement for Mitchscapes - May 2019 Strata Plan 11709	\$330.00	\$1,155.00
06/12/2019	D/D#240	Gardens - Nov 2019 Mitchscapes	\$165.00	\$1,320.00
07/01/2020	D/D#246	Lawns & Gardens - Dec 2019 Mitchscapes	\$330.00	\$1,650.00
31/01/2020	D/D#250	Lawns/gardens - Jan 2020 Mitchscapes	\$330.00	\$1,980.00
09/03/2020	D/D#263	Lawns & Gardens - Feb 2020 Mitchscapes	\$165.00	\$2,145.00
09/03/2020	D/D#263	Spread mulch Mitchscapes	\$1,540.00	\$3,685.00
07/04/2020	D/D#267	Lawns & Gardens - Mar 2020 Mitchscapes	\$220.00	\$3,905.00
12/05/2020	D/D#273	Lawns & Gardens incl drains - Apr 2020 Mitchscapes	\$440.00	\$4,345.00
03/07/2020	D/D#280	Lawns & Gardens - May/Jun 2020 Mitchscapes	\$660.00	\$5,005.00
06/08/2020	D/D#285	Lawns & Gardens - Jul 2020 J MOUYAT & L.B MOUYAT t/as Top Job Mowing	\$220.00	\$5,225.00
		Total for Lawns/Gardens	\$5,225.00	
Manageme	nt Fee			
Date	Ref.	Details	Amount	Balance
02/09/2019	D/D#221	Management Fee (01/09/2019 - 30/09/2019) MCDONALD STRATA PTY LIMITED	\$279.17	\$279.17
24/09/2019	D/D#225	Mgmt fee owing (01/09/2019 - 24/09/2019) MCDONALD STRATA PTY LIMITED	\$45.83	\$325.00
01/10/2019	D/D#226	Management Fee (01/10/2019 - 31/10/2019) MCDONALD STRATA PTY LIMITED	\$325.00	\$650.00
01/11/2019	D/D#233	Management Fee (01/11/2019 - 30/11/2019) MCDONALD STRATA PTY LIMITED	\$325.00	\$975.00
02/12/2019	D/D#237	Management Fee (01/12/2019 - 31/12/2019) MCDONALD STRATA PTY LIMITED	\$325.00	\$1,300.00
01/01/2020	D/D#242	Management Fee (01/01/2020 - 31/01/2020) MCDONALD STRATA PTY LIMITED	\$325.00	\$1,625.00
01/01/2020	D/D#243	Management Fee (01/01/2020 - 31/01/2020) MCDONALD STRATA PTY LIMITED	\$-325.00	\$1,300.00
02/01/2020	D/D#244	Management Fee (01/01/2020 - 31/01/2020) MCDONALD STRATA PTY LIMITED	\$325.00	\$1,625.00
03/02/2020	D/D#251	Management Fee (01/02/2020 - 29/02/2020) MCDONALD STRATA PTY LIMITED	\$325.00	\$1,950.00
02/03/2020	D/D#260	Management Fee (01/03/2020 - 31/03/2020) MCDONALD STRATA PTY LIMITED	\$325.00	\$2,275.00

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Expenses & Other Income - S/Plan 17029 20-22 TORONTO PDE, JANNALI, NSW 2226

For the Financial Period 01/09/2019 to 31/08/2020

Management Fe	e (Continued)
---------------	---------------

Date	Ref.	Details	Amount	Balance
31/03/2020	D/D#265	Management Fee (01/04/2020 - 30/04/2020) MCDONALD STRATA PTY LIMITED	\$325.00	\$2,600.00
30/04/2020	D/D#270	Management Fee (01/05/2020 - 31/05/2020) MCDONALD STRATA PTY LIMITED	\$325.00	\$2,925.00
01/06/2020	D/D#278	Management Fee (01/06/2020 - 30/06/2020) MCDONALD STRATA PTY LIMITED	\$325.00	\$3,250.00
01/07/2020	D/D#279	Management Fee (01/07/2020 - 31/07/2020) MCDONALD STRATA PTY LIMITED	\$325.00	\$3,575.00
31/07/2020	D/D#284	Management Fee (01/08/2020 - 31/08/2020) MCDONALD STRATA PTY LIMITED	\$325.00	\$3,900.00
31/08/2020	D/D#288	Management Fee (01/09/2020 - 30/09/2020) MCDONALD STRATA PTY LIMITED	\$325.00	\$4,225.00
_	_	Total for Management Fee	\$4,225.00	
Pest contro	ol			
Date	Ref.	Details	Amount	Balance
15/01/2020	D/D#247	Pest treatment IPEST PTY LTD	\$385.00	\$385.00
		Total for Pest control	\$385.00	
Repairs				
Date	Ref.	Details	Amount	Balance
10/12/2019	D/D#241	TH1 - investigate water leak on bathroom wall Jeremy MacPherson Plumbing Pty. Ltd	\$529.22	\$529.22
28/01/2020	D/D#249	TH4 make repairs for water leak at back door BENJAMIN HUGHES t/as BJH Maintenance	\$154.00	\$683.22
14/02/2020	D/D#255	TH7 storm damage - Make safe - roof repairs AUSWIDE METAL ROOFING PTY LTD	\$935.00	\$1,618.22
14/02/2020	D/D#255	TH7 storm damage - roof repairs AUSWIDE METAL ROOFING PTY LTD	\$198.00	\$1,816.22
14/02/2020	D/D#256	TH8 storm damage - make safe roof leak Jeremy MacPherson Plumbing Pty. Ltd	\$528.00	\$2,344.22
28/02/2020	D/D#259	TH3 - Blocked drains due to tree roots Jeremy MacPherson Plumbing Pty. Ltd	\$620.13	\$2,964.35
09/03/2020	D/D#263	Clean all C/P drains Mitchscapes	\$165.00	\$3,129.35
14/04/2020	D/D#268	U6 Blocked sewer Jeremy MacPherson Plumbing Pty. Ltd	\$838.75	\$3,968.10
14/04/2020	D/D#268	Clear blocked sewer at entry property Jeremy MacPherson Plumbing Pty. Ltd	\$4,358.20	\$8,326.30
05/05/2020	D/D#271	U8 blocked drain Jeremy MacPherson Plumbing Pty. Ltd	\$165.00	\$8,491.30
		Total for Repairs	\$8,491.30	
Trees/Clear	n Up			
Date	Ref.	Details	Amount	Balance
28/05/2020	D/D#277	Various tree trimming Rennie Bros. Tree Surgeons	\$1,760.00	\$1,760.00
		Total for Trees/Clean Up	\$1,760.00	

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Expenses & Other Income - S/Plan 17029 20-22 TORONTO PDE, JANNALI, NSW 2226

For the Financial Period 01/09/2019 to 31/08/2020

Utility - Ele	ctricity			
Date	Ref.	Details	Amount	Balance
04/09/2019	222	Usage - 25/5/19 - 26/8/19 Energy Australia - BPAY	\$152.16	\$152.16
05/12/2019	238	Usage - 27/8/19 - 26/11/19 Energy Australia - BPAY	\$133.14	\$285.30
04/03/2020	262	Usage - 27/11/19 - 28/2/20 Energy Australia - BPAY	\$132.76	\$418.06
28/05/2020	276	Usage - 29/2/20 - 25/5/20 Energy Australia - BPAY	\$131.88	\$549.94
07/07/2020	281	Usage - 16/5/20 - 30/6/20 Energy Australia - BPAY	\$57.51	\$607.45
		Total for Utility - Electricity	\$607.45	
sundry/oth	er costs			
Date	Ref.	Details	Amount	Balance
25/05/2020	D/D#275	Out of Hours Meeting / Extended Meeting (01/05/2020 - 25/05/2020) MCDONALD STRATA PTY LIMITED	\$75.00	\$75.00
		Total for sundry/other costs	\$75.00	
		Total for Administrative Fund - Expenses		\$32,723.91

Capital Wo	orks Fund	I - Other Income		
Special Lev	y Income			
Date	Ref.	Details	Amount	Balance
01/06/2020	196	Lot# 8 Levy from 01/09/2019 to 31/08/2020	\$1,536.00	\$1,536.00
03/06/2020	199	Lot# 6 Levy from 01/09/2019 to 31/08/2020	\$1,712.00	\$3,248.00
04/06/2020	200	Lot# 4 Levy from 01/09/2019 to 31/08/2020	\$1,680.00	\$4,928.00
05/06/2020	201	Lot# 9 Levy from 01/09/2019 to 31/08/2020	\$1,536.00	\$6,464.00
18/06/2020	202	Lot# 7 Levy from 01/09/2019 to 31/08/2020	\$1,536.00	\$8,000.00
19/06/2020	203	Lot# 3 Levy from 01/09/2019 to 31/08/2020	\$1,504.00	\$9,504.00
19/06/2020	207	Lot# 10 Levy from 01/09/2019 to 31/08/2020	\$1,568.00	\$11,072.00
29/06/2020	210	Lot# 5 Levy from 01/09/2019 to 31/08/2020	\$741.35	\$11,813.35
01/07/2020	211	Lot# 2 Levy from 01/09/2019 to 31/08/2020	\$1,504.00	\$13,317.35
07/07/2020	212	Lot# 1 Levy from 01/09/2019 to 31/08/2020	\$1,000.00	\$14,317.35
22/07/2020	215	Lot# 5 Levy from 01/09/2019 to 31/08/2020	\$951.00	\$15,268.35
22/07/2020	220	Lot# 5 Levy from 01/09/2019 to 31/08/2020	\$3.65	\$15,272.00
		Total for Special Levy Income	\$15,272.00	
		Total for Capital Works Fund - Other Income		\$15,272.00

Capital W	orks Fund - I	Expenses		
10 Year Ca	pital Works			
Date	Ref.	Details	Amount	Balance
19/03/2020	D/D#264	U3 & 5 - replace 3 roof tiles & flashing for Lot 3 Abbott Roofing	\$616.00	\$616.00
05/05/2020	D/D#272	U8 back door seals replaced Peter Josling	\$909.00	\$1,525.00
		Total for 10 Year Capital Works	\$1,525.00	

McDonald Strata Pty Ltd

8/11 Gymea Bay Rd GYMEA NSW 2227 ABN: 93 603 449 869 Ph: 02 9524 3484 Email: admin@mcdonaldstrata.com.au

Expenses & Other Income - S/Plan 17029 20-22 TORONTO PDE, JANNALI, NSW 2226

For the Financial Period 01/09/2019 to 31/08/2020

Roof

Date Ref. Details Amount Balance

18/08/2020 D/D#287 Roofing works - 50% deposit \$12,100.00 \$12,100.00 \$12,100.00

Total for Roof \$12,100.00

Total for Capital Works Fund - Expenses \$13,625.00

20-22 Toronto Pde JANNALI

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Aggregate Units of Entitlement (UOE) 1000	Proposed Budget	Adjustment	Adjustment Current Year (01/12/2019-30/11/2020)			(01/1	Last Year 12/2018-30/11/20)19)
Administrative Fund-	(01/12/2020-30/11/2021)		Budget	Actual	Variance	Budget	Actual	Variance
Contribution Schedule								
Bins/Recycle	\$1,800.00		\$1,950.00	\$1,800.00	\$150.00	\$1,750.00	\$1,950.00	\$-200.00
Compliance	\$100.00		\$100.00	\$100.00	\$0.00	\$100.00	\$94.60	\$5.40
Gutter cleaning	\$1,540.00		\$605.00	\$1,540.00	\$-935.00	\$1,000.00	\$605.00	\$395.00
Insurance	\$8,963.00		\$8,607.00	\$8,515.16	\$91.84	\$6,500.00	\$7,746.00	\$-1,246.00
Insurance excesses	\$500.00		\$500.00	\$0.00	\$500.00	\$0.00	\$0.00	\$0.00
Lawns/Gardens	\$3,685.00		\$1,870.00	\$5,225.00	\$-3,355.00	\$1,900.00	\$1,870.00	\$30.00
Legal Fees	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$185.60	\$-185.60
Management Fee	\$4,450.00		\$3,900.00	\$4,225.00	\$-325.00	\$3,350.00	\$3,350.04	\$-0.04
Pest control	\$385.00		\$825.00	\$385.00	\$440.00	\$0.00	\$825.00	\$-825.00
Petty cash	\$0.00		\$0.00	\$0.00	\$0.00	\$100.00	\$0.00	\$100.00
Power	\$0.00		\$603.00	\$0.00	\$603.00	\$500.00	\$573.04	\$-73.04
Repairs	\$8,491.00		\$3,785.00	\$8,491.30	\$-4,706.30	\$5,700.00	\$3,780.20	\$1,919.80
Trees/Clean Up	\$0.00		\$0.00	\$1,760.00	\$-1,760.00	\$0.00	\$0.00	\$0.00
Utility - Electricity	\$639.00		\$0.00	\$607.45	\$-607. 4 5	\$0.00	\$0.00	\$0.00
Utility - Water & Sewerage	\$0.00		\$507.00	\$0.00	\$507.00	\$100.00	\$481.68	\$-381.68
Valuation	\$0.00		\$475.00	\$0.00	\$475.00	\$0.00	\$0.00	\$0.00
repairs	\$0.00		\$600.00	\$0.00	\$600.00	\$0.00	\$0.00	\$0.00
sundry/other costs	\$75.00		\$75.00	\$75.00	\$0.00	\$0.00	\$275.00	\$-275.00
TOTAL ADMIN FUND	\$30,628.00		\$24,402.00	\$32,723.91	\$-8,321.91	\$21,000.00	\$21,736.16	\$-736.16
TOTAL ADMIN BUDGET	\$30,628.00		\$24,402.00			\$21,000.00		

20-22 Toronto Pde JANNALI

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Aggregate Units of Entitlement (UOE) 1000	Proposed Budget	Adjustment	Current Year (01/12/2019-30/11/2020)			Last Year (01/12/2018-30/11/2019)		
Capital Works Fund-	(01/12/2020-30/11/2021)		Budget	Actual	Variance	Budget	Actual	Variance
Contribution Schedule								
10 Year Capital Works	\$16,575.00		\$11,500.00	\$1,525.00	\$9,975.00	\$6,500.00	\$1,403.00	\$5,097.0
Doors & Windows	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$1,221.00	\$-1,221.0
Electrical	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$1,364.00	\$-1,36 4 .0
General Replacement	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$1,920.00	\$-1,920.0
Roof	\$0.00		\$0.00	\$12,100.00	\$-12,100.00	\$0.00	\$0.00	\$0.0
TOTAL CAP. WORKS FUND	\$16,575.00		\$11,500.00	\$13,625.00	\$-2,125.00	\$6,500.00	\$5,908.00	\$592.0
TOTAL CAP. WORKS BUDGET	\$16,575.00		\$11,500.00			\$6,500.00		

20-22 Toronto Pde JANNALI

Prepared by McDonald Strata Pty Ltd (ABN 93 603 449 869) 8/11 Gymea Bay Rd GYMEA NSW 2227 Ph 02 9524 3484 Fax

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Owner Summary (01/12/2020-30/11/2021) - Contribution Schedule

Lot#	Unit#	UOE	Owner Name	1st Instalment 01/12/2020	2nd Instalment 01/03/2021	3rd Instalment 01/06/2021	4th Instalment 01/09/2021	TOTAL (01/12/2020-30/11/2021)
1*	1*	108	Duanyang Wang					
			Admin	\$826.47	\$826.47	\$826.47	\$826.47	\$3,305.88
			Capital Works	\$447.53	\$447.53	\$447.53	\$447.53	\$1,790.12
			Owner Total	\$1,274.00	\$1,274.00	\$1,274.00	\$1,274.00	\$5,096.00
2*	2*	94	Helen Louise Jones					
			Admin	\$719.49	\$719.49	\$719.49	\$719.49	\$2,877.96
			Capital Works	\$389.51	\$389.51	\$389.51	\$389.51	\$1,558.04
			Owner Total	\$1,109.00	\$1,109.00	\$1,109.00	\$1,109.00	\$4,436.00
3*	3*	94	Aaron James Shaw & Ellen Louise Thompson					
			Admin	\$719.49	\$719.49	\$719.49	\$719.49	\$2,877.96
			Capital Works	\$389.51	\$389.51	\$389.51	\$389.51	\$1,558.04
			Owner Total	\$1,109.00	\$1,109.00	\$1,109.00	\$1,109.00	\$4,436.00
4*	4*	105	Josephine Draycott					
			Admin	\$803.91	\$803.91	\$803.91	\$803.91	\$3,215.64
			Capital Works	\$435.09	\$435.09	\$435.09	\$435.09	\$1,740.36
			Owner Total	\$1,239.00	\$1,239.00	\$1,239.00	\$1,239.00	\$4,956.00
5*	5*	106	Daniel James Vrachas & Siobhan Emmah Vrachas					
			Admin	\$811.76	\$811.76	\$811.76	\$811.76	\$3,247.04
			Capital Works	\$439.24	\$439.24	\$439.24	\$439.24	\$1,756.96
			Owner Total	\$1,251.00	\$1,251.00	\$1,251.00	\$1,251.00	\$5,004.00
6*	6*	107	Christopher Roland Reid & Devanand Amber Saraswati					
			Admin	\$819.62	\$819.62	\$819.62	\$819.62	\$3,278.48
			Capital Works	\$443.38	\$443.38	\$443.38	\$443.38	\$1,773.52
			Owner Total	\$1,263.00	\$1,263.00	\$1,263.00	\$1,263.00	\$5,052.00

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Owner Summary (01/12/2020-30/11/2021) - Contribution Schedule

Lot#	Unit#	UOE	Owner Name	1st Instalment 01/12/2020	2nd Instalment 01/03/2021	3rd Instalment 01/06/2021	4th Instalment 01/09/2021	TOTAL (01/12/2020-30/11/2021)
7*	7*	96	Bronwyn Mary Smith					
			Admin	\$735.20	\$735.20	\$735.20	\$735.20	\$2,940.80
			Capital Works	\$397.80	\$397.80	\$397.80	\$397.80	\$1,591.20
			Owner Total	\$1,133.00	\$1,133.00	\$1,133.00	\$1,133.00	\$4,532.00
8*	8*	96	Bianca Kornelia Esther & Dena Hua Gek Tan & Ingeborg Erica Gentie					
			Admin	\$735.20	\$735.20	\$735.20	\$735.20	\$2,940.80
			Capital Works	\$397.80	\$397.80	\$397.80	\$397.80	\$1,591.20
			Owner Total	\$1,133.00	\$1,133.00	\$1,133.00	\$1,133.00	\$4,532.00
9*	9*	96	Katherine Best					
			Admin	\$735.20	\$735.20	\$735.20	\$735.20	\$2,940.80
			Capital Works	\$397.80	\$397.80	\$397.80	\$397.80	\$1,591.20
			Owner Total	\$1,133.00	\$1,133.00	\$1,133.00	\$1,133.00	\$4,532.00
10*	10*	98	Peter Matthew Harris					
			Admin	\$749.91	\$749.91	\$749.91	\$749.91	\$2,999.64
			Capital Works	\$406.09	\$406.09	\$406.09	\$406.09	\$1,624.36
Total agg	regate of	UOE 100	0 Owner Total	\$1,156.00	\$1,156.00	\$1,156.00	\$1,156.00	\$4,624.00

Disclaimer: There may be differences in calculated instalment amounts due to rounding to nearest \$1.00

15 Year Cash Flow Tracking Sheet

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

Opening Balance + Total Levy Contributions + Interest - Anticipated Expenses = Closing Balance

Year	Year To	Opening Balance	Total Levy Contributions	Interest	Anticipated Expenses	Closing Balance
1	31/08/2019	14,000.00	6,500.00	289.80	0.00	20,789.80
2	31/08/2020	20,789.80	11,050.00	335.82	12,651.00	19,524.62
3	31/08/2021	19,524.62	16,575.00	0.00	31,899.00	4,200.62
4	31/08/2022	4,200.62	17,088.83	171.92	5,023.00	16,438.37
5	31/08/2023	16,438.37	17,618.58	249.41	20,804.00	13,502.36
6	31/08/2024	13,502.36	18,164.76	327.47	6,185.00	25,809.59
7	31/08/2025	25,809.59	18,727.87	478.04	13,438.00	31,577.50
8	31/08/2026	31,577.50	19,308.43	491.27	23,979.00	27,398.20
9	31/08/2027	27,398.20	19,906.99	544.10	9,930.00	37,919.29
10	31/08/2028	37,919.29	13,934.89	750.62	414.00	52,190.80
11	31/08/2029	52,190.80	14,366.87	951.97	5,419.00	62,090.64
12	31/08/2030	62,090.64	14,812.24	1,072.95	11,261.00	66,714.83
13	31/08/2031	66,714.83	15,271.42	948.65	35,766.00	47,168.90
14	31/08/2032	47,168.90	15,744.83	817.54	12,757.00	50,974.27
15	31/08/2033	50,974.27	16,232.92	765.87	27,006.00	40,967.06

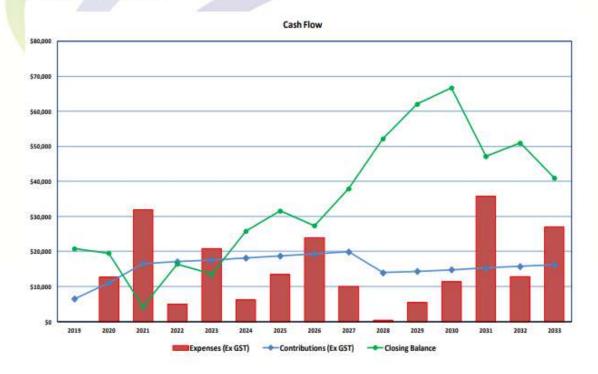
15 Year Cash Flow Graph

The graph below tracks the 'Contributions' (the amount collected in levies); the projected 'Closing balance' of the capital works fund and the likely 'Expenses' for each year of this plan. The three lines in the graph are:

Contributions line - Total capital works fund contributions per year.

Expenses line - Total anticipated expenses in each year.

Closing balance line – Shows the amount left in the fund bank account at the end of the year after all anticipated expenses have been allowed for.



Solutions in Engineering | Ph 1300 136 036

Section 1

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INSURANCE QUOTATION SUMMARY

Date:	7/01/2020	*This quote is va	alid for 30 days					
Current Insurer:	CHU-NSW							
Underwriter Quotes By:	CHU	Last Year's Prem	nium	\$7,746.00				
onaci winer quotes by.	Longitude	Inception:	Huitt	31/01/2020				
	SUU	Expiry:	-	31/01/2021				
Strata:	Strata Scheme 17029	Expiry.		31/01/2021				
Situation:	20-22 Toronto Parade, SUTHERLAND NSW 2232							
= 4								
TYPE OF COVER		SUN	IS INSURED & LI	MITS				
		СНИ	Longitude	SUU				
Property:	Buildings as Defined	\$5,186,160	\$5,186,160	\$5,238,022				
	Common Contents	\$51,862	\$51,862	Included				
	Loss of Rent/Temp Accomm	\$777,924	\$777,924	\$785,703				
EXCESS:	Basic Excess	\$500	\$500	\$500				
	Earthquake Excess	\$500	\$500	\$750				
	Machinery breakdown	\$500	*\$500	\$500				
	*Water chiller and power generators excess \$5000							
	Legal defence	\$1,000	*\$1,000	Ś				
	* And 10% Contribution	1-7	1.07.000	•				
Public Liability:	Limit of Liability	\$30,000,000	\$30,000,000	\$30,000,000				
Fidelity Guarantee:		\$250,000	\$100,000	\$100,000				
Voluntary Workers:		\$200,000	\$200,000	\$200,000				
	Weekly Payments	\$2,000	\$2,000	\$2,000				
Office Bearers:	Limit of Liability	\$5,000,000	\$1,000,000	\$1,000,000				
Machinery Breakdown:	Little of Elability	\$100,000	\$100,000	\$1,000,000				
Catastrophe:		\$777,924	\$777,924	\$785,703				
Audit Costs:		\$25,000	\$30,000	\$25,000				
Legal Expenses:		\$50,000	\$50,000	\$50,000				
Work Health & Safety Breaches:		\$100,000	\$150,000	\$100,000				
Lot Owners Fixtures & Fittings:		\$250,000	\$300,000	\$250,000				
Flood:		\$250,000 Yes	3300,000 No	\$250,000 No				
Paint Cover:		Yes	Yes	Ye				
Floating Floors:		Yes	Yes	Ye				

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

\$9,505

\$817.35

\$8,481

\$733.46

GENERAL ADVICE WARNING: This advice has been prepared without taking into account the client's objectives, financial situation or needs. Please refer to the insurer PDS before deciding to purchase any insurance product.

TOTAL PREMIUM:

Total GST Paid:

\$10,462

\$898.76







Form 1 – Proxy Appointment Strata Schemes Management Act 2015

Strata Schemes Management Regulation 2016 (clause 13) Strata Schemes Management Act 2015 (clause 26 (1) of Schedule 1)

owners of lot		
2. 4 pl 44		
Strata Plan Noappoint		
		1. F
my/our proxy for the purposes of meetings of the owners	corporation (including adjournme	nts of meetings).
Ve appoint		
my/our proxy for the purposes of meetings of the owners		500 (1.15), 1.15 (1.15) (5 0) (1.15)
	already holds the maximum	n number of proxies that may be accep
riod or number of meetings for which appointment of prox	xy has effect for *1 meeting/*	meetings/*1 month/*
onths/*12 months or 2 consecutive annual general meeting ick or tick and complete whichever applies	gs	
ote: The appointment cannot have effect for more than 12 m	onths or 2 consecutive annual gene	eral meetings, whichever is the greater.)
. This form authorises the proxy to vote on my/our behalf	on all matters	
. This form authorises the proxy to vote on my/our behalf	on the following matters only:	
[Specify the matters and any limitations on the manner in v		
*Delete paragraph 1 or 2, whichever does not apply.		
1000		
. If a vote is taken on whether (the strata managing agen	t) should be appointed or remain	in office or whether another managing
agent is to be appointed, I/we want the proxy to vote as	s follows:	
*Delete paragraph 3 if proxy is not authorised to vote on th	nis matter. For examples, read note	1 below.
. I understand that, if the proxy already holds more than t	the permitted number of proxies,	the proxy will not be permitted to vote
my/our behalf on any matters.		
Signature of owner/s		
		10 () () () () () () () () () (
	ELLINE SAME	







Proxy Appointment

NOTES ON APPOINTMENT OF PROXIES

- This form is ineffective unless it contains the date on which it was made and it is given to the secretary of the owners corporation
 at least 24 hours before the first meeting in relation to which it is to operate (in the case of a large strata scheme) or at or before
 the first meeting in relation to which it is to operate (in any other case).
- This form will be revoked by a later proxy appointment form delivered to the secretary of the owners corporation in the manner described in the preceding paragraph.
- This form is current from the day on which it is signed until the end of the period (if any) specified on the form or the first anniversary of that day or at the end of the second annual general meeting held after that day (whichever occurs first).
- 4. If a person holds more than the total number of proxies permissible, the person cannot vote using any additional proxies. The total number of proxies that may be held by a person (other than proxies held by the person as the co-owner of a lot) voting on a resolution are as follows:
 - (a) if the strata scheme has 20 lots or less, one,
 - (b) if the strata scheme has more than 20 lots, a number that is equal to not more than 5% of the total number of lots.
- A provision of a contract for the sale of a lot in a strata scheme, or of any ancillary or related contract or arrangement, is void and unenforceable to the extent that it:
 - (a) requires the purchaser of a lot, or any other person, to cast a vote at a meeting of the owners corporation at the direction of another person, or
 - (b) requires the purchaser to give a proxy at the direction of another person for the purpose of voting at a meeting of the owners corporation (that is a person cannot rely on any such proxy to cast a vote as a proxy).

NOTES ON RIGHTS OF PROXIES TO VOTE

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





Strata Plan 17029 AGM dated 17.10.2020

VOTING FORM

Strata Schemes Management Act 2015 to be used to signal your vote for the 2020 Annual General Meeting

Please return this proxy form to the strata managing agent's office by email, hand or by Express post prior to the date of the meeting.

Date:	
Lot #:	
I/We, 17029 do so hereby vote as follows in reference to the r	_ name of owner in Strata Plan No. motions on the Agenda.
Please tick, cross, highlight or confirm your vote as noted	l hereunder.
Adopt Minutes	
MOTION 1 In favour ☐ Against ☐ Abstain ☐	
(please tick or mark with a cross advising how you wish to vote	e)
Additional comments or questions, please write here	
Adopt Financials	
MOTION 2 In favour ☐ Against ☐ Abstain ☐	
(please tick or mark with a cross advising how you wish to vote	e)
Additional comments or questions, please write here	





Appoint an auditor
MOTION 3 In favour ☐ Against ☐ Abstain ☐
(please tick or mark with a cross advising how you wish to vote)
Additional comments or questions, please write here
Take legal action to recover any overdue contributions
MOTION 4 In favour ☐ Against ☐ Abstain ☐
(please tick or mark with a cross advising how you wish to vote)
Additional comments or questions, please write here
Levy Contributions
MOTION 5 In favour ☐ Against ☐ Abstain ☐
(please tick or mark with a cross advising how you wish to vote)
Additional comments or questions, please write here





Strata Insurance

MOTION 6 In favour ☐ Against ☐ Abstain ☐		
(please tick or mark with a cross advising how you wish to vote)		
Additional comments or questions, please write here		
Approval of Minor & Major Works for Lot 6		
MOTION 7 In favour ☐ Against ☐ Abstain ☐		
(please tick or mark with a cross advising how you wish to vote)		
Additional comments or questions, please write here		
Restrictions on the Strata Committee		
Presently there are no restrictions on the Strata Committee		
MOTION 8 In favour □ Against □ Abstain □		
(please tick or mark with a cross advising how you wish to vote)		
Additional comments or questions, please write here		





Committee Nominees – All owners are eligible

See owner list in the financials provided with the Agenda MOTION 9					
In favour ☐ Against ☐ Abstain ☐					
(please tick or mark with a cross advising how you wish to vote)					
Additional comments or questions, please write here					
The Chairman will announce those persons interested in being on the committee					
If voting by electronic vote, please ensure you have completed the Nomination form enclosed for a position on the strata committee or write hereunder that you are nominating yourself or another person.					
MOTION 10 In favour ☐ Against ☐ Abstain ☐					
(please tick or mark with a cross advising how you wish to vote)					
Additional comments or questions, please write here					
Choose how many people should be on the Strata Committee					
MOTION 11 In favour ☐ Against ☐ Abstain ☐					
(please tick or mark with a cross advising how you wish to vote)					
Additional comments or questions, please write here					





Chairman will record who has been appointed to the Committee			
MOTION 12 In favour □ Against □ Abstain □			
(please tick or mark with a cross advising how you wish to vote)			
Additional comments or questions, please write here			
Strata Committee Meeting & General Business			
MOTION 13			
Repairs & Maintenance or Strata Related Matters			
If owners have additional items they would like the Strata Manager to follow up upon or repairs and maintenance items that need to be addressed, please list them hereunder with details for access if required to your apartment.			





Signature of Owner(s)
Where there is more than one owner, all owners must sign this form
Signature of Owner(s)
Signature of Owner(s)

Please return your voting form to Charles Hain, by email charles@mcdonaldstrata.com.au hand deliver to our office or by Express Post to PO BOX 37, Gymea NSW 2227 prior to the 17/10/2020.



Minutes of Annual General Meeting

Owners Corporation Strata Plan 17029, , 20-22 Toronto Pde , JANNALI, 2226, NSW,

Held on

21/09/2019

At: McDonald Strata 8/11 Gymea Bay Rd,, Gymea NSW 2227

Minutes for the Annual General Meeting

SP 17029 20-22 Toronto Pde 21/09/2019 09:00 am

1. Approval of Minutes

Resolved that the minutes of the last general meeting be comfirmed.

2. Financial Statements

Resolved that the financial statements for the last financial period be adopted.

3. Overdue Contributions

RESOLVED that no action required regarding overdue contributions payable to the owners corporation at this time

4. Review of Capital Works Plan

Resolved to adopt the 2019 Capital Works Fund plan.

5. Levy Contributions

Resolved that the owners corporation determines the contribution to the administrative fund at \$24,402 and the capital works fund at \$11,500 for the next financial year, with levies calculated at unit entitlement.

6. Agent Appointment

Resolved that McDonald Strata Pty Ltd be appointed as strata managing agents with the owners corporation delegating to the strata manager the powers, functions and duties of the chairman, secretary, treasurer and executive committee necessary to perform the services as set out in the Agency Agreement.

7. Auditor Appointment

Resolved that an auditor NOT be appointed.

8. Insurance

Resolved that the Owners Corporation insurance be confirmed. That the owners corporation take out a policy for Office Bearers Liability insurance for \$1,000,000.00. It was noted that \$971.02 was paid as commission to the strata managing agent and it is estimated that it will be in that vicinity over the next 12 months.

9. Restrictions

Resolved that **NO** matter or type of matter is to be determined only by the owners corporation in general meeting.

10. Committee Nominations

Nominations for members of the strata committee:Helen Jones of Lot 2, Daniel Vrachas of Lot 5, Chris Reid of Lot 6, Bronwyn Smith of Lot 7, Katie Best of Lot 9 & Peter Harris of Lot 10.

11. Committee Nominees

All candidates eligible for election.

12. Committee Members

Resolved that 6 members of the strata committee be elected.

13. Election of Committee

Helen Jones of Lot 2, Daniel Vrachas of Lot 5, Chris Reid of Lot 6, Bronwyn Smith of Lot 7, Katie Best of Lot 9 & Peter Harris of Lot 10 were so elected.

14. Electronic Voting

Alternate voting methods Management Act, Sch 1, cl 28. Management Regulation, reg 9, 10, 14

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

- (1) Teleconference, video-conferencing, e-mail or other electronic means while participating in a meeting from a remote location.
- (2) E-mail or other electronic means before the meeting at which the matter (not being an election) is to be determined.
- (3) Other electronic means of voting, including requiring voters to access a voting website and to vote in accordance with directions on that website.

15. Strata Committee Minutes held after AGM

Strata Committee Minutes of Strata Plan 17029 at 20-22 Toronto Parade, Jannali held a Strata Committee Meeting immediately after the AGM at McDonald Strata on Saturday 21st September 2019.

Present: Helen Jones, Daniel Vrachas, Christopher Reid, Bronwyn Smith, Bill Best

& Peter Harris

In attendance:

Robert Dumbrell, Siobhan Vrachas, Devanand Saraswati, Dena Huagektan, and Katie Best

Charles Hain from McDonald Strata

Apologies:

Nil

Chairperson: Charles Hain to carry out functions of Chairperson

Quorum established. Meeting Opened at 10.30am

- 1. **RESOLVED** that the Minutes of the last committee meeting be confirmed.
- 2. **RESOLVED** that Chris Reid of Lot 6 & Peter Harris of Lot 10 be the points of contact at the strata scheme for the manager to receive instructions.

3. GENERAL BUSINESS:

RESOLVED that the following works be organized and or quoted as noted.

Roofing works

RESOLVED that Abbott Roofing proceed with the roofing works as quoted at \$8,690 incl GST.

Barge Boards

RESOLVED that quotes be sourced to repair / replace the timber barge boards using timber and or Colourbond. Committee to determine which material is to be used once the quotes have been received.

Timber beam - TH10

RESOLVED that the timber beam above the garage door for TH10 be repaired or replaced when the barge boards are being repaired (by the carpenter to be appointed by the strata committee).

Mould cleaning

RESOLVED that Mould Cleaning Australia proceed with the cleaning for TH's 3 & 10 once the roof has been repaired and a good storm has passed such that we are sure the roof repairs have worked. Strata Committee to confirm this

with the Lot 3 and advise the strata manager so that the work order can be issued.

Roof gutter cleaning to be undertaken 3 x times per year.

Plumbing works

MacPherson Plumbing to advise what further works are needed on the drainage / sewage lines. MacPherson Plumbing to mark up the common areas with non-permanent spray paint for the strata committee's benefit to know where the lines are damaged. CCTV footage to be provided by them to Peter Harris.

Shared driveway

Strata Manager to write to the other strata scheme further down the hill to request that their residents stop obstructing the driveway (they are parking outside garages) blocking through access to SP17029. Peter Harris to advise who the strata manager is for that strata scheme.

Trees

Strata Committee to mark up the trees that need pruning or cutting down that are growing on common property. Once done, please advise the strata manager so that a quote can be sourced to undertake the works.

Pest Control

Quotes to be sourced to have a general pest spray undertaken and a costing for internals (the latter of which is the Lot owner's cost).

There being no further business, the meeting closed at 11.00am

16. Transfer funds from Administration Fund to Capital Works Fund

RESOLVED that the owners corporation transfer \$10,000 from the Administration Fund to the Capital Works Fund account.

Committee

SP 17029 20-22 Toronto Pde Annual General Meeting 21/09/2019 09:00 am

Lot	Unit	Name	Position	Appointed	Туре
2	2	Helen Jones	Member	31/10/2015	
5	5	Daniel Vrachas	Member	21/09/2019	
6	6	Christopher Reid	Strata Liason	21/09/2019	
7	7	Bronwyn Smith	Member	22/09/2018	
9	9	Katie Best	Member	21/09/2019	
10	10	Peter Harris	Strata Liason	08/01/2019	

Committee Report.pdf Page 5

Attendance

SP 17029 20-22 Toronto Pde Annual General Meeting 21/09/2019 09:00 am

Attendees

Lot	Unit	Name	Apologies	Voting Sheet
2	2	Helen Louise Jones	N	Υ
3	3	Robert W Dumbrell X Chen GJ Dumbrell & G Dumbrell	N	Υ
5	5	Daniel James Vrachas & Siobhan Emmah Vrachas	N	Υ
6	6	Christopher Roland Reid & Devanand Amber Saraswati	N	Υ
7	7	Bronwyn Mary Smith	N	Υ
8	8	Bianca Esther & Dena Huagektan	N	Υ
9	9	Katherine Best	N	Υ
10	10	Peter Matthew Harris	N	Υ

Non Attendees - Apologies or Voting Sheets Received

Lot	Unit	Name	Apologies	Voting Sheet
1	1	Duanyang Wang	N	Υ
4	4	Josephine Draycott	Υ	Υ

Quorum Achieved: Y

Attendance Report.pdf Page 6

MCDONALD STRATA PTY Limited

8/11 Gymea Bay Road, Gymea PO Box 37 Gymea NSW 2227

Phone: (02) 9524 3484 Fax: (02) 9524 4935

Email: mcdonaldstrata@bigpond.com

ABN 93 603 449 869 Licence 10034914



MINUTES ANNUAL GENERAL MEETING - STRATA SCHEME 17029 HELD 25th OCTOBER 2018

PRESENT; A. PAPAGEORGIOU, R.DUMBRELL, S. VRACHAS

PROXIES; NIL

APOLOGIES; As above

After waiting half an hour a quorum was declared and the meeting opened at 10:30 am

MOTIONS

- 1. RESOLVED that the minutes of the last General meeting be accepted
- RESOLVED that by special resolution the new by-law regarding roof devices be adopted and registered

Meeting Notes - a/ Back sliding door to be serviced for lots 3/5/7/10 and lot 2 if not already done so.

Meeting Closed - 10.45 am

MCDONALD STRATA PTY Limited

8/11 Gymea Bay Road, Gymea PO Box 37 Gymea NSW 2227

Phone: (02) 9524 3484 Fax: (02) 9524 4935

Email: mcdonaldstrata@bigpond.com

ABN 93 603 449 869 Licence 10034914



STRATA SCHEMES MANAGEMENT ACT 1996 MINUTES OF AN EXTRA ORDINARY GENERAL MEETING

THE OWNERS..20-22..TORONTO PDE JANNALI....
LOTS...ONE THRU TEN....
STRATA PLAN NO..17029.. HELD 18TH MARCH 2017
MEETING OPENED 9.00 AM

PRESENT; I.ANTHONY, W.BEST, G.DRUMBRELL PROXIES; LOT 9
R.DRUMBRELL, J.MELLORS, H.JONES, X.CHEN, APOLOGIES; NIL

MOTIONS

- 1. THAT THE MINUTES OF THE LAST GENERAL MEETING BE ACCEPTED MOTION CARRIED
- 2.THAT THE QUOTE FROM LILY VALE TREE SERVICE BE ACCEPTED TO REMOVE 4 TREES FOR \$1980.00 INCLUDING STUMP GRIND MOTION CARRIED
- 3. THAT THE THREE QUOTES FROM STRATA BRICKLAYING FOR \$10,654 BE ACCEPTED FOR A NEW RETAINING WALL AND FOR ALL OTHER WORK ACCOCIATED WITH THE GARAGE OF LOT 1 MOTION CARRIED
- 4. THAT A SPECIAL LEVY BE STRUCK FOR \$14,000 FOR THE WORK AS LISTED AND IS TO BE DUE AND PAYABLE BY 30/4/17

 MOTION CARRIED
- 5. THAT THE CURRENT BY-LAWS FOR THE STRATA SCHEME BE CONFIRMED MOTION CARRIED
- 6. THAT BY SPECIAL RESOLUTION A NEW BY-LAW BE ACCEPTED GIVING
 THE DULY ELECTED COMMITTEE THE AUTHORITY TO APPROVE ALL MINOR
 WORKS REQUIRED BY LOT OWNERS AS SET OUT IN THE NEW STRATA TITLES
 ACT 2015

 MOTION CARRIED

GENERAL NOTES ; A/ TREE REMOVALS TO PROCEED IMMEDIATELY

MEETING CLOSED ; 10.15 AM

MCDONALD STRATA PTY Limited

8/11 Gymea Bay Road, Gymea PO Box 37 Gymea NSW 2227

Phone: (02) 9524 3484 Fax: (02) 9524 4935

Email: mcdonaldstrata@bigpond.com

ABN 93 603 449 869 Licence 10034914



1	TUNIE	ES ANNUA	GENE	RAL	MEETI	NG S.P.17	7029	
HELD	24th	SEPTEMB:	ER 201	6 -	20-22	TORONTO	DDE	SUTHERLAND
	1	MEETING (PENED	9.	00 AM	101101110	FDE	SUIREKLAND

PRESENT G.MYERS
I.ANTHONY, W.BEST
O.& A.BARRERIOS
H.JONES

PROXIES
K.BEST(9)
M,BAILEY(7)
APOLOGIES
AS ABOVE

AGENDA

MOTIONS

- 1. THAT THE MINUTES OF THE LAST GENERAL MEETING BE CONFIRMED.
- 2. THAT THE FINANCIAL STATEMENTS FOR THE PERIOD BE ACCEPTED FOR THE ADMINISTRATION & SINKING FUNDS
- 3. THAT A BUDGET OF \$25,000 BE ACCEPTED AND THAT THE LEVIES TO REFLECT UNIT ENTITLEMENT FOR THE NEXT 12 MONTH PERIOD PERIOD
- 4. THAT THE BUILDING INSURANCES BE ACCEPTED UNCHANGED,
 OFFICE BEARERS INSURANCE DEEMED NECESSARY.ALL
 OTHER INSURANCES REMAIN UNCHANGED. MOTION CARRIED
- 5. THAT MCDONALD STRATA PTY LTD BE APPOINTED AS STRATA MANAGER ____MOTION CARRIED
- 6. THAT NO AUDITOR BE APPOINTED
- THAT NO ASSESSOR BE APPOINTED

MOTION CARRIED MOTION CARRIED

8. ELECTION OF COMMITTEE 3 TO BE ELECTED-NO RESTRICTIONS NOMINATIONS; I.ANTHONY, H.JONES, W.BEST

SO ELECTED

- GENERAL BUSINESS
- A/ CHASE QUOTE FROM BILL WALLACE FOR GRATE FRONT OF LOT 2
- B/ GRATE TO BE CLEANED NEAR VISITOR PARKING AND LOT 5
- C/ SWING TO BE REMOVED IN FRONT OF LOT 9 & 10
- D/ ONE COUNCIL CLEAN-UP TO BE ORGANISED AT EACH A.G.M.

MEETING CLOSED 9.40 AM



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CAPITAL WORKS FUND PLAN

20-22 Toronto Parade

Jannali NSW 2226

Strata Plan 17029



Report details		
Inspection date:	4/07/2019	
Inspector:	Michael Gale	





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04 July 2019

The Strata Committee Strata Plan 17029 20-22 Toronto Parade Jannali NSW 2226

Dear Committee Members,

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

Based on our survey of your property, we have determined that the Owners Corporation will need to increase its contributions in the short term to cover its forecasted capital works fund expenses. We recommend that the levies initially be set at the level shown in this report. Once the short-term expenses have been paid for, we recommend that this report be updated to confirm that the levies can be reduced to the level shown in this report.

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

Key Report Data Levies Summary - First Financial Year

Levy Per Unit Entitlement (Total capital works fund levy divided by unit entitlements)	\$6.50
Total Unit Entitlements	1000
Total Capital Works Fund Levy	\$6,500.00

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

Report Index	Page No.
Owners Report Summary	Section 1
Building Details and Report Inputs Page	2
15 Year Cash Flow Tracking & Graph with New Levies	3
15 Year Cash Flow Tracking & Graph with Old Levies	4
Report Detail	Section 2
15 Year Anticipated Expenditure Table	5
Building Data List from Property Inspection	7
Inspector's Building Report & Building Specific Report Notes	9
Report Notes	11

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

Yours sincerely.

The Team at Solutions in Engineering

Building Details & Report Inputs

Supplied information

Building Address	20-22 Toronto Parade Jannali NSW 2226
Strata Plan (SP) No	17029
Plan Type	Strata Plan
Registered Plan Date/Year of Construction	1981
Number of Unit Entitlements	1000
Number of Units	10
Estimated Starting Capital Works Fund Balance	\$14,000
Starting date of Financial Year for Report	1/09/2018
GST Status	Not Registered for GST
Current Capital Works Fund Levy per Lot Entitlement	\$6.50

Report assumptions & information

Assumed Interest Rate on invested funds (For funds over \$10,000)	2.40%
Company Taxation Rate	30.00%
Interest on Invested Funds - Based on Assumed Interest Rate minus Company Taxation Rate. Calculated only on capital works fund balances over \$10,000.	1.68%
Contingency Allowance - For minor and/or unforeseen expenses	8%
Assumed Rate of Inflation for Building Maintenance Costs - Based on average annual building cost increase between 2002 and 2012	3.10%
Forecast Period - Number of years the plan looks out.	15 years

15 Year Levy Table

Year	Year To	Total Contribution	Contribution per Unit Entitlement	Quarterly Contribution
1	31/08/2019	6,500.00	6.50	1.63
2	31/08/2020	11,050.00	11.05	2.76
3	31/08/2021	16,575.00	16.58	4.15
4	31/08/2022	17,088.83	17.09	4.27
5	31/08/2023	17,618.58	17.62	4.41
6	31/08/2024	18,164.76	18.16	4.54
7	31/08/2025	18,727.87	18.73	4.68
8	31/08/2026	19,308.43	19.31	4.83
9	31/08/2027	19,906.99	19.91	4.98
10	31/08/2028	13,934.89	13.93	3.48
11	31/08/2029	14,366.87	14.37	3.59
12	31/08/2030	14,812.24	14.81	3.70
13	31/08/2031	15,271.42	15.27	3.82
14	31/08/2032	15,744.83	15.74	3.94
15	31/08/2033	16,232.92	16.23	4.06

15 Year Cash Flow Tracking Sheet

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

Opening Balance + Total Levy Contributions + Interest - Anticipated Expenses = Closing Balance

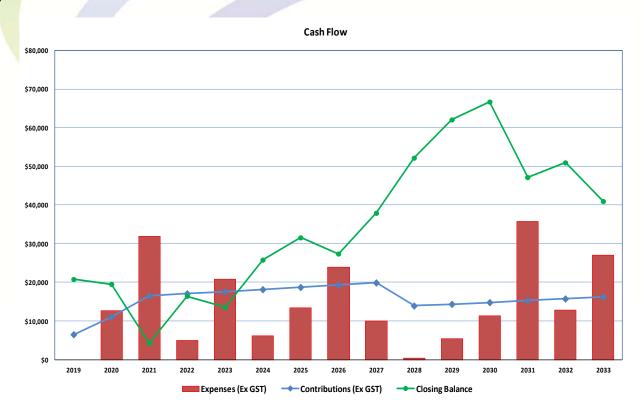
Year	Year To	Opening Balance	Total Levy Contributions	Interest	Anticipated Expenses	Closing Balance
1	31/08/2019	14,000.00	6,500.00	289.80	0.00	20,789.80
2	31/08/2020	20,789.80	11,050.00	335.82	12,651.00	19,524.62
3	31/08/2021	19,524.62	16,575.00	0.00	31,899.00	4,200.62
4	31/08/2022	4,200.62	17,088.83	171.92	5,023.00	16,438.37
5	31/08/2023	16,438.37	17,618.58	249.41	20,804.00	13,502.36
6	31/08/2024	13,502.36	18,164.76	327.47	6,185.00	25,809.59
7	31/08/2025	25,809.59	18,727.87	478.04	13,438.00	31,577.50
8	31/08/2026	31,577.50	19,308.43	491.27	23,979.00	27,398.20
9	31/08/2027	27,398.20	19,906.99	544.10	9,930.00	37,919.29
10	31/08/2028	37,919.29	13,934.89	750.62	414.00	52,190.80
11	31/08/2029	52,190.80	14,366.87	951.97	5,419.00	62,090.64
12	31/08/2030	62,090.64	14,812.24	1,072.95	11,261.00	66,714.83
13	31/08/2031	66,714.83	15,271.42	948.65	35,766.00	47,168.90
14	31/08/2032	47,168.90	15,744.83	817.54	12,757.00	50,974.27
15	31/08/2033	50,974.27	16,232.92	765.87	27,006.00	40,967.06

15 Year Cash Flow Graph

The graph below tracks the 'Contributions' (the amount collected in levies); the projected 'Closing balance' of the capital works fund and the likely 'Expenses' for each year of this plan. The three lines in the graph are: Contributions line - Total capital works fund contributions per year.

Expenses line – Total anticipated expenses in each year.

Closing balance line – Shows the amount left in the fund bank account at the end of the year after all anticipated expenses have been allowed for.



What will happen if you stay with your current levy amount?

The table and graph below use the same information as on the previous page except they show the cash flow for the scheme if you do not vary your current levy amount.

15 Year Cash Flow Tracking Sheet

The table below shows the cash flow for the entirety of the forecast. In summary:

Opening Balance + Total Levy Contributions + Interest - Anticipated Expenses = Closing Balance

Year	Year To	Opening Balance	Total Levy Contributions	Interest	Anticipated Expenses	Closing Balance
1	31/08/2019	14,000.00	6,500.00	289.80	0.00	20,789.80
2	31/08/2020	20,789.80	6,701.50	299.29	12,651.00	15,139.59
3	31/08/2021	15,139.59	6,909.25	0.00	31,899.00	-9,850.16
4	31/08/2022	-9,850.16	7,123.44	0.00	5,023.00	-7,749.72
5	31/08/2023	-7,749.72	7,344.27	0.00	20,804.00	-21,209.45
6	31/08/2024	-21,209.45	7,571.94	0.00	6,185.00	-19,822.51
7	31/08/2025	-19,822.51	7,806.67	0.00	13,438.00	-25,453.84
8	31/08/2026	-25,453.84	8,048.68	0.00	23,979.00	-41,384.16
9	31/08/2027	-41,384.16	8,298.19	0.00	9,930.00	-43,015.97
10	31/08/2028	-43,015.97	8,555.43	0.00	414.00	-34,874.54
11	31/08/2029	-34,874.54	8,820.65	0.00	5,419.00	-31,472.89
12	31/08/2030	-31,472.89	9,094.09	0.00	11,261.00	-33,639.80
13	31/08/2031	-33,639.80	9,376.01	0.00	35,766.00	-60,029.79
14	31/08/2032	-60,029.79	9,666.67	0.00	12,757.00	-63,120.12
15	31/08/2033	-63,120.12	9,966.34	0.00	27,006.00	-80,159.78

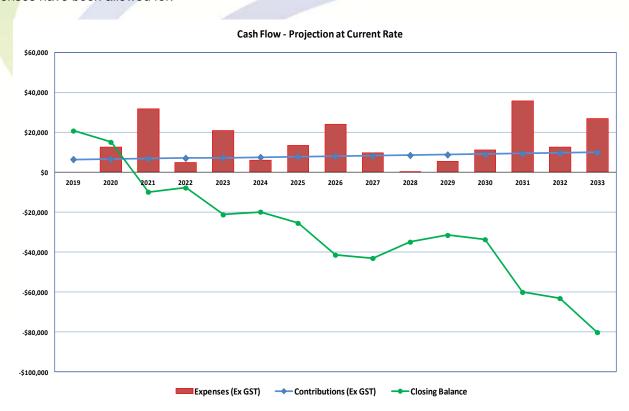
15 Year Cash Flow Graph

The graph below tracks the 'Contributions' (the amount collected in levies); the projected 'Closing balance' of the capital works fund and the likely 'Expenses' for each year of this plan. The three lines in the graph are:

Contributions line - Total capital works fund contributions per year.

Expenses line – Total anticipated expenses in each year.

Closing balance line – Shows the amount left in the fund bank account at the end of the year after all anticipated expenses have been allowed for.



Anticipated Expenditures Table Year 1 - 15

This table shows when expenses will occur in the next 15 years. From left to right the columns are:-

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

Expenditure Item	Current Cost	Year 1 (2019)	Year 2 (2020)	Year 3 (2021)	Year 4 (2022)	Year 5 (2023)	Year 6 (2024)	Year 7 (2025)	Year 8 (2026)	Year 9 (2027)	Year 10 (2028)	Year 11 (2029)	Year 12 (2030)	Year 13 (2031)	Year 14 (2032)	Year 15 (2033)
1. Building Exterior						, ,							, ,			
Repaint building exterior	392	-	-	417	-	-	-	-	-	-	-	-	-	565	-	-
Repaint timber fascia and guttering	6,900	-	-	7,334	-	-	-	-	-	-	-	-	-	9,953	-	-
Repaint downpipes	1,540	-	-	1,637	-	-	-	-	-	-	-	-	-	2,221	-	-
Repaint eaves	6,900	-	-	7,334	-	-	-	-	-	-	-	-	-	9,953	-	-
Repaint garage doors – single	2,066	-	-	2,196	-	-	-	-	-	-	-	-	-	2,980	-	-
Repaint door face – one side including architraves	1,511	-	-	1,606	-	-	-	-	-	-	-	-	-	2,180	-	-
Replace aluminium windows and doors	5,865	-	-	-	-	-	-	7,044	-	-	-	-	-	-	-	-
Repaint external ceilings	650	-	-	691	-	-	-	-	-	-	-	-	-	938	-	-
Maintain balustrades (total: 26 Lm) - 20%	2,581	-	2,661	-	-	-	-	3,100	-	-	-	-	3,611	-	-	-
Maintain fascia and guttering (total: 276 Lm) – 10%	1,572	-	1,621	-	-	-	-	1,888	-	-	-	-	2,199	-	-	-
Maintain downpipes (total: 70 Lm) – 10%	342	-	353	-	-	-	-	411	-	-	-	-	478	-	-	-
General building maintenance	4,244	-	-	-	4,651	-	-	-	-	5,418	-	-	-	-	6,312	-
Sub Total (Incl. GST)		0	4,635	21,215	4,651	0	0	12,443	0	5,418	0	0	6,288	28,790	6,312	0
2. Roof																
Maintain roof tiles and flashings (total: 896 m2) - 10%	9,090	-	-	-	-	10,271	-	-	-	-	-	-	-	-	-	13,938
Re-bed and re-point ridge caps (total: 128 Lm) - 10%	1,573	-	-	-	-	1,777	-	-	-	-	-	-	-	-	-	2,412
Sub Total (Incl. GST)		0	0	0	0	12,048	0	0	0	0	0	0	0	0	0	16,350
3. Driveway / Car park																
Surface cleaning program	1,545	_	_	_	_	-	1,800	_	_	_	_	_	_	_	_	
Maintain concrete driveway and kerbs	<u> </u>						.,550									
(total: 348 m2) - 10%	8,575	-	-	-	-	-	-	-	10,618	-	-	-	-	-	-	-
Sub Total (Incl. GST)		0	0	0	0	0	1,800	0	10,618	0	0	0	0	0	0	0

^{&#}x27;Expenditure Items' - lists the different areas and items of expenditure.

^{&#}x27;Current Cost' - shows the current maintenance expenditure costs in today's dollars.

^{&#}x27;Year 1' to 'Year 15' - shows the costs in the year in which they occur including the 'Assumed Rate of Inflation' compounded annually until the cost is due.

Expenditure Item	Current Cost	Year 1 (2019)	Year 2 (2020)		Year 4 (2022)	Year 5 (2023)	Year 6 (2024)	Year 7 (2025)	Year 8 (2026)			Year 11 (2029)			Year 14 (2032)	
4. External Walkways	0.00.	(_0.0)	(_0_0/	(_0/	((_0_0/	(_0_ 1)	(_0_0/	(_0_0/	((_0_0)	(_0_0/	(_000)	(200./	(_00_/	(_000)
Surface cleaning program	413	-	-	-	-	-	481	-	-	-	-	-	-	-	-	
Walkway / stairway repairs	0.050								0.004							
(total: 120 m2) - 10%	2,658	-	-	-	-	-	-	-	3,291	-	-	-	-	-	-	-
Sub Total (Incl. GST)		0	0	0	0	0	481	0	3,291	0	0	0	0	0	0	0
5. Fixtures and Fittings																
Replace letterboxes	291	-	-	-	-	-	-	-	-	-	383	-	-	-	-	-
Maintain windows, doors and hardware	3,000	-	-	3,189	-	-	-	-	3,715	-	-	-	-	4,327	-	-
Sub Total (Incl. GST)		0	0	3,189	0	0	0	0	3,715	0	383	0	0	4,327	0	0
6. Fence Maintenance																
Replace powder coat fence (rate 100%)	3,120	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Replace chain wire fence (rate 100%)	1,870	-	-	1,988	-	-	-	-	-	-	-	-	-	-	-	-
Sub Total (Incl. GST)		0	0	1,988	0	0	0	0	0	0	0	0	0	0	0	0
7. Retainer / Garden Walls																
Maintain boundary brick walls	2,688	-	-	-	-	3,037	-	-	-	-	-	-	-	-	-	4,121
Replace timber retaining walls	3,168	-	3,266	-	-	-	-	-	-	-	-	-	-	-	-	-
Sub Total (Incl. GST)		0	3,266	0	0	3,037	0	0	0	0	0	0	0	0	0	4,121
8. Landscaping																
Maintain or upgrade gardens / prune trees	1,120		1,155			1,265			1,387			1,520			1,666	
and vegetation	1,120	_	<i>'</i>	_		1,205	_	_	,	-	_	<i>'</i>		_	1,000	
Sub Total (Incl. GST)		0	1,155	0	0	1,265	0	0	1,387	0	0	1,520	0	0	1,666	0
9. Plant - Water																
Plumbing and drainage maintenance	2,958	-	-	3,144	-	-	3,446	-	-	3,776	-	-	4,139	-	-	4,535
Sub Total (Incl. GST)		0	0	3,144	0	0	3,446	0	0	3,776	0	0	4,139	0	0	4,535
10. Plant - Electrical																
Replace or upgrade light fittings / emergency lighting	2,578	-	2,658	-	-	2,913	-	-	3,192	-	-	3,498	-	-	3,834	-
Sub Total (Incl. GST)		0	2,658	0	0	2,913	0	0	3,192	0	0	3,498	0	0	3,834	0
Grand Total (Incl. GST)		0	11,714	29,536	4,651	19,263	5,727	12,443	22,203	9,194	383	5,018	10,427	33,117	11,812	25,006
Contingency Allowance (Incl. GST)		0	937	2,363	372	1,541	458	995	1,776	736	31	401	834		945	2,000
Grand Total Expenses (Incl. Contingency Allowance and GST)		0	12,651	31,899	5,023	20,804	6,185	13,438	23,979	9,930	414	5,419	11,261	35,766	12,757	27,006

Building Data List from the Property Inspection for Strata Plan 17029

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

'Items' - identifies and describes the maintenance item

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

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

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

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

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

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

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

Items	Qty	Unit	Rate (\$)	Value (\$)	Next Due	Total Life	Comments
1. Building Exterior							
Repaint building exterior	14	m2	28.00	392.00	3	10	Ongoing painting program - Includes height allowance
Repaint timber fascia and guttering	276	Lm	25.00	6,900.00	3	10	Ongoing painting program
Repaint downpipes	70	Lm	22.00	1,540.00	3	10	Ongoing painting program
Repaint eaves	276	Lm	25.00	6,900.00	3	10	Ongoing painting program
Repaint garage doors – single	10	Ea	206.56	2,066.00	3	10	Ongoing painting program
Repaint door face – one side including architraves	10	Ea	151.11	1,511.00	3	10	Ongoing painting program
Replace aluminium windows and doors	1	Item	5,865.00	5,865.00	7	40	Replace as required
Repaint external ceilings	25	m2	26.00	650.00	3	10	Ongoing painting program
Maintain balustrades (total: 26 Lm) - 20%	5	Lm	516.21	2,581.00	2	5	Repair or replace as required
Maintain fascia and gutter (total: 276 Lm) - 10%	28	Lm	56.14	1,572.00	2	5	Inspect and repair as required
Maintain downpipes (total: 70 Lm) – 10%	7	Lm	48.85	342.00	2	5	Inspect and repair as required
General building maintenance	1	Item	4,244.00	4,244.00	4	5	Building maintenance works, upgrades and waterproofing
2. Roof							
Maintain roof tiles and flashings (total: 896 m2) - 10%	90	m2	101.00	9,090.00	5	10	Repair as required
Re-bed and re-point ridge caps (total: 128 Lm) - 10%	13	Lm	121.00	1,573.00	5	10	Repair as required
3. Driveway / Car park							
Surface cleaning program	348	m2	4.44	1,545.00	6	10	Ongoing cleaning program
Maintain concrete driveway and kerbs (total: 348 m2) - 10%	35	m2	245.00	8,575.00	8	10	Repair as required
4. External Walkways							
Surface cleaning program	120	m2	3.44	413.00	6	10	Ongoing cleaning program
Walkway / stairway repairs (total: 120 m2) - 10%	12	m2	221.50	2,658.00	8	10	Repair in sections as required
5. Fixtures and Fittings							
Replace letterboxes	1	Ea	291.38	291.00	10	25	Replace as required
Maintain windows, doors and hardware	1	Item	2,999.84	3,000.00	3	5	Repair or replace as required

Items	Qty	Unit	Rate (\$)	Value (\$)	Next Due	Total Life	Comments
6. Fence Maintenance							
Replace powder coat fence (rate 100%)	16	Lm	194.99	3,120.00	22	40	Replace as required
Replace chain wire fence (rate 100%)	22	Lm	84.99	1,870.00	3	40	Replace as required
7. Retainer / Garden Walls							
Maintain boundary brick walls	1	Item	2,688.00	2,688.00	5	10	Repair or replace as required
Replace timber retaining walls	22	m2	144.00	3,168.00	2	15	Repair as required
8. Landscaping							
Maintain or upgrade gardens / prune trees and vegetation	1	Item	1,120.00	1,120.00	2	3	
9. Plant - Water							
Plumbing and drainage maintenance	1	Item	2,958.00	2,958.00	3	3	For water, sewer and stormwater repairs and maintenance
10. Plant - Electrical							
Replace or upgrade light fittings / emergency lighting	1	Item	2,578.00	2,578.00	2	3	Replace or upgrade as required

Inspector's Report for Strata Plan 17029

- 1. Actual painting quotations can vary to our painting cost estimates due to colour selection changes (i.e.: changing from light to dark or dark to light that may require multiple coats). Often over product specification that includes either an impact membrane or 3 coat system can add up to 15-20% to the painting per square metre rate.
- 2. We have recommended that the balance of the Capital Works be allowed to increase over the length of this report, leading to a significant balance in the later years. It is necessary to allow a larger balance over time to offset the effects of inflation on building material and labour costs and to ensure that adequate funds are available to provide for major works, which frequently become necessary as the building ages but which cannot be reliably forecast this far in advance. Based on historical data and current trends, we anticipate that building construction and maintenance costs will increase by fifty percent every fifteen years. This recommendation will be reviewed each time this report is updated, in light of price levels and the state of the building at the time of each update.
- 3. IMPORTANT NOTES ABOUT PAINTING: Painting a building serves two main purposes: improving the appearance of the building; and protecting the painted surface. From a maintenance point of view, this second purpose is more important. By sealing the surface, paint protects the building from damage caused by water, salt or air pollutants. Although most paints will hold their appearance for at least ten years, before cracking or peeling occurs, they become porous and lose their protective abilities well before this point. As such, we recommend that surfaces are repainted more frequently.

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

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

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

- **8.** An allowance for general building maintenance, repairs, upgrades and waterproofing was added for future works.
- **9.** Monies were budgeted for the maintenance, replacement of window and door parts on the complex.
- **10.** The tiled roof needs regular maintenance and the ridge caps need re-pointing.
- **11.** A walkway maintenance program was included for repairs and maintenance to the external common area walkways and stairways.
- **12.** An allowance for plumbing and drainage maintenance was included for the complex.
- **13.** Monies were budgeted for the maintenance of the common area gardens, landscaping and tree pruning.

Report Notes

Capital Works Fund Plan (NSW)

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

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

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

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

74 Capital works fund

(1) Establishment of fund

An owners corporation must establish a capital works fund.

(2) Amounts payable to fund

An owners corporation must pay the following amounts into the capital works fund:

- (a) the contributions levied on, and paid by, owners for payment into the fund,
- (b) any amounts paid to the owners corporation by way of discharge of insurance claims, unless paid into the administrative fund.
- (c) any amounts paid to the owners corporation under Part 11,
- (d) any amount received by the owners corporation that is not required or permitted to be paid into the administrative fund.
- (e) the proceeds of any investment of the fund.
- (3) An owners corporation may also pay the following amounts into the capital works fund:
 - (a) any income of the owners corporation,
 - (b) any amount that may be, but is not required to be, paid into the fund under this Act.

(4) Amounts payable from fund

An owners corporation may pay money from its capital works fund only for the following purposes:

- (a) payments of the kind for which estimates have been made under section 79 (2),
- (b) payments made in accordance with this Division on a distribution of a surplus in the fund,
- (c) payments of amounts for the purposes of Part 11,
- (d) the transfer of money to the administrative fund or to pay expenditure that should have been paid from the administrative fund.

(5) Exemption

An owners corporation for a strata scheme comprising 2 lots need not establish a capital works fund if:

- (a) the owners corporation so determines by unanimous resolution, and
- (b) the buildings comprised in one of those lots are physically detached from the buildings comprised in the other lot, and
- (c) no building or part of a building in the strata scheme is situated outside those lots.

THIS REPORT DEALS WITH THE CAPITAL WORKS FUND PLAN.

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

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

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

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

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

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

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

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

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

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

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

Safety - The inspection does not cover safety issues.

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

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

Window Safety Device – It is mandatory to install a safety device/ lock that restricts the opening of an openable window to less than 12.5cm. The device must be able to withstand a specific outward pushing force. All windows in every apartment building above a certain height must comply. (Section 118 Strata Schemes Management Act 2015; section 30 Strata Schemes Management Regulation 2016). An allowance has been made for the installation of these devices. Contact our office should you require a quotation to install these devices.

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

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

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

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

Matthew

From: Jessica Grant < jgrant@stratabee.com.au> Sent: Wednesday, 13 December 2023 12:24 PM

To: Matthew

Subject: RE: 7/20-22 Toronto Parade, Sutherland - Strata Report Request

You don't often get email from jgrant@stratabee.com.au. Learn why this is important

Hi Matt,

no, there is not yet costings for the additional sewer reline works, but the works you queried in the quote are completed.

Again, roofing was before my time, I don't know if it was completed.



Jessica Grant

Team Leader | Senior Strata Manager

- t 02 8297 8080 | m 0483 164 424 | Follow me on LinkedIn
- e <u>buzz@stratabee.com.au</u> | w <u>www.stratabee.com.au</u>
- a Suite 304, Level 3, 29 Kiora Road, Miranda NSW 2228











STRATA COMMUNITY MANAGEMENT **BUSINESS - MEDIUM**

Kindly note that our office will close from 5.00pm on Thursday 21st December 2023 and re-open at 9.00am on Monday 8th January 2024.

We wish you a very Happy Holiday season and a peaceful and prosperous New Year



From: Matthew < Matthew@advancedstrata.com.au> Sent: Wednesday, December 13, 2023 11:51 AM

To: Jessica Grant <jgrant@stratabee.com.au>

Subject: RE: 7/20-22 Toronto Parade, Sutherland - Strata Report Request

Hi & Thanks Jess.

- What does more to be done mean, and is there a value?
- Roofing was completed though, correct?

CHRISTMAS CLOSURE

Wishing you a Merry Christmas and a Happy New Year.



The Team at Advanced Strata Inspections, wishes you and your family a Very Merry Christmas and Happy New Year.

We will be closed for the Christmas / New Year holidays, from 5pm 22nd December 2023 and will reopen on Monday 8th January 2024.

From: Jessica Grant < jgrant@stratabee.com.au > Sent: Wednesday, 13 December 2023 11:36 AM To: Matthew < Matthew@advancedstrata.com.au >

Subject: RE: 7/20-22 Toronto Parade, Sutherland - Strata Report Request

You don't often get email from jgrant@stratabee.com.au. Learn why this is important

Hi matt,

Can confirm sewer reline is completed, as quoted. More to be done.

Roofing was before my time.



Jessica Grant

Team Leader | Senior Strata Manager

- t 02 8297 8080 | m 0483 164 424 | Follow me on LinkedIn
- e <u>buzz@stratabee.com.au</u> | w <u>www.stratabee.com.au</u>
- a Suite 304, Level 3, 29 Kiora Road, Miranda NSW 2228











Finalist

STRATA COMMUNITY

MANAGEMENT
BUSINESS - MEDIUM

Kindly note that our office will close from 5.00pm on Thursday 21st December 2023 and re-open at 9.00am on Monday 8th January 2024.

We wish you a very Happy Holiday season and a peaceful and prosperous New Year



From: StrataBee | Accounts < accounts@stratabee.com.au >

Sent: Tuesday, December 12, 2023 1:36 PM **To:** Jessica Grant < <u>igrant@stratabee.com.au</u>>

Cc: Matthew < Matthew@advancedstrata.com.au >; StrataBee | Accounts < accounts@stratabee.com.au >

Subject: FW: 7/20-22 Toronto Parade, Sutherland - Strata Report Request

Hi Jess,

Are you able to assist Matthew with the enquiry below?

Thank you

Kind Regards



Samuele Reicherl | Operations Team Leader

- t 02 8297 8080 | m 0483 164 468 | Follow me on LinkedIn
- e sreicherl@stratabee.com.au | w www.stratabee.com.au
- a Suite 304, Level 3, 29 Kiora Road, Miranda NSW 2228











10/3 Kaleski St, Moorebank Sydney NSW 2170 02 9002 7332

contact@spspropertyservices.com.au

Quote

ABN: 73 909 712 660

Quote# 21595 23rd March 2023

SP 17029 C/- Strata Bee 20-22 Toronto Parade Jannali NSW 2226

JOB DESCRIPTION:

DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE
OPTION 1			
*Remove tradesman toilet for direct access into the sewer line *Conduct a final descale and removal of roots before commencing our reline *Rehabilitate 21m of VC pipe using an epoxy resin sectional relining method (1x8m and 1x13m) *Conduct 4x junction cuts where the junction arm is relined over *Excavate in grassed area and install an inspection opening for future access and maintenance *CCTV on completion *Removal of all associated waste from site Note; existing liners done by previous plumbers have been over shot and requires to be cut down prior to commencing the relines.	0	\$17,950.00	\$0.00
Before and after photos will be attached for reference. OPTION 2			
*Remove tradesman toilet for direct access into the sewer line *Conduct a final descale and removal of roots before commencing our reline *Rehabilitate 21m of VC pipe using an epoxy resin sectional relining method (1x8m and 1x13m) *Conduct 4x junction cuts where the junction arm is relined over *Excavate in grassed area and install an inspection opening for future	0	\$19,900.00	\$0.00



Quote

ABN: 73 909 712 660

Quote# 21595 23rd March 2023

DESCRIPTION QTY UNIT PRICE TOTAL PRICE access and maintenance

- *Excavate and replace VC gully to pvc piping located in grass area
- *Cut section of concrete driveway and excavate down to sewer line. Cut in an inspection opening for future access and maintenance.
- *Re-concrete on completion
- *CCTV on completion
- *Removal of associated waste from site

Note; existing liners done by previous plumbers have been over shot and requires to be cut down prior to commencing the relines.

Before and after photos will be attached for reference.

The difference between the 2 options is that we have allowed for where the yellow mark is located on the ground for an inspection to be raised to ground level for future access and to ensure we have access into the main line for the reline.

We will try and restore the ground as close as possible to the existing pebblecrete finish.

Please see internal and external videos for further information.

Price also includes preparation of the sewer line with the use of a heavy duty jet blaster in preparation for the reline. All roots need to be cleared out and line needs to be smooth free of any roots in preparation for the reline.

Before and after videos and photos will be sent through on completion of the works.

This is a permanent solution which will ensure the longevity of the pipework leading down to the main which is a non destructive way of repairing the pipe.

Setup fees costs have all been factored into the price.



1



TOTAL:

Quote

\$0.00

ABN: 73 909 712 660

Quote# 21595 23rd March 2023

DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE
Reline comes with a 25 year warranty and a 50 year life expectancy. All prices are plus Gst	1	\$0.00	\$0.00
		SUBTOTAL: GST:	\$0.00 \$0.00

NOTE: Should you wish to proceed with the proposed quotation within 14 days, SPS will entitle you to a 5% discount off all quoted works

About Us:

Sydney's Plumbing Specialists are a **multi-award winning company** in delivering the **highest standards of service**, being recognised in **Australia's Small Business Champion Awards 2021** and **Local Business Awards 2019/2020** as **winners** and **finalists** in three consecutive years.

As we continue to grow and deliver exceptional service to our clients, we are committed to providing our customers with an honest, professional and reliable service.



Quote

ABN: 73 909 712 660

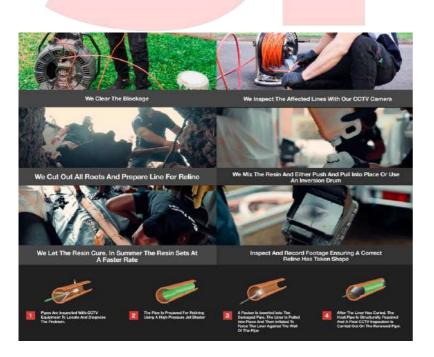
Quote# 21595 23rd March 2023

From the initial phone call to the completion of the works we employ strong and timely communication skills in which customers are updated in all developments of the works, upfront pricing with no surprises guaranteed and easy interest free payment options available. At SPS, we are that confident in our work that if you are unhappy with the job, we will give you \$100 back, no questions asked. 48% of our work on average comes from existing customers. This is a testament to the effort and passion we have in ensuring an optimal and personalised customer experience.

What is pipe relining?

Pipe relining is a **modern technology** used for repairing damaged underground pipes. In this process, the **pipe is cleaned** out entirely from inside. After that, an **epoxy sleeve** is **inserted** into it. This sleeve is then **inflated** and allowed to **set** for a few hours using a specialised technique. After this, the **sleeve forms a seamless pipe within the pipe and significantly improves the usability of that feature**.







Quote

ABN: 73 909 712 660

Quote# 21595 23rd March 2023

Benefits:

- 1. No damage to landscape property.
- 2. Comes with a 25 year warranty and 50 year life expectancy.
- 3. Limits the chances of damaging other underground plumbing services.
- 4. Saves on average 40% of costs.
- 5. SPS inspects these every 12 months free of charge.





TERMS AND CONDITIONS:

«terms and conditions»

- "SPS Plumbers" means Sydney's Plumbing Specialists PTY LTD, or any agents, contractors or employees hereof.
- Sydney's Plumbing Specialists will remove all rubbish associated with the above works as part of the quoted amount



Quote

ABN: 73 909 712 660

Quote# 21595 23rd March 2023

Sydney's Plumbing Specialists has a 20-million-dollar public liability insurance policy. All employees employed by Sydney's Plumbing Specialists are covered by the company's workers compensation policy. Copies of these policy can be emailed through to the respective parties when requested

- Sydney's Plumbing Specialists assumes that all existing plumbing is in accordance with AS3500. If any work is found not to be in accordance with AS3500, an extra variation cost will be charged on an hour basis for labour and materials to correct this work. If the client does not want Sydney's Plumbing Specialists to correct the illegal plumbing, Sydney's Plumbing Specialists reserves the right to immediately void this quotation. Any work already performed will have to be paid immediately
- This quotation is under the assumption of normal working hours 7:30am to 4pm Mon to Fri. If any work is requested to be carried out outside these hours, these hours will have to be charged at a higher rate. Company to advise on charges. TERMS AND CONDITIONS CONTINUED:
- This quotation is made on the assumption that all excavations are to be carried out in soft ground. If there are any obstacles which prevent Sydney's Plumbing Specialists from carrying out manual or machine operated machinery, this will constitute a variation leading to extra costs for labour and hired equipment. Obstacles are as follows: large amount of builders' rubble, large amount of tree roots, hard digging surfaces such as clay or sandstone, buried services such as water and electrical mains and telecommunication cables, etc.
- This quotation is under the assumption that if any cutting of concrete is necessary, Sydney's Plumbing Specialists is not responsible for its replacement unless stated otherwise in the guote.
- All parts supplied by Sydney's Plumbing Specialists comes with a 12-month warranty unless stated otherwise
- This quotation does not include the hire of scaffold.
- Dial before you dig will always be carried out prior to works commencing where necessary
- Where any fixtures, fittings, materials and/or equipment are supplied by the Client, they will be stored, handled and installed at the risk of the Client. Sydney's Plumbing Specialists is not liable for any failure of materials supplied by the Client.
- If timber shoring or steel reinforcement is required during excavation to ensure the area is safe for tradespersons to work and this is only noted once excavation commences, additional charges will apply.
- During excavations, if Sydney's Plumbing Specialists require any additional support such as engineers or structural support to ensure no damage is made to any property, additional charges will apply.



Quote

ABN: 73 909 712 660

Quote# 21595 23rd March 2023

- During excavation, is a sucker truck is required due to high levels of water in the ground or area is deemed unsafe to excavate, additional charges will apply. We will engage with associated parties prior to a truck being sent to site. Tipping fees will be charges along with truck hire fees.
- Sydney's Plumbing Specialists will take care when supplying the Goods or Services to minimise any disturbance or damage to surrounding areas including walls, ceilings, floors, garden beds and paint. Any repair or restoration required after the supply of the Goods or Services must be carried out at Client's cost.
- This quotation does not include any fees, if necessary, from councils such as road opening permits. We will organize the permits and they will be invoiced to you at the respected parties prior to works commencing.
- When undertaking roof and gutter work, we highly recommend jet blasting and camera to inspect storm water drains before commencement of work.
- Payment terms: A deposit of 20% of the grand total is required to be paid and the funds need to have cleared in our account before commencement of the work. The rest will be paid upon completion of the work.

TERMS AND CONDITIONS CONTINUED:

• For ongoing jobs, there will be weekly invoices and payments until completion of the job. Work will only start again after the payments of these invoices have been received. This quote is valid for 30 days from the date of the quote.

Payment

- The client agrees to make progress payments as requested. Failure to do so will cancel all further works until such time, progress payments are paid. The client agrees to pay the full invoice amount on the completion of works.
- At completion of the work, tradesman will not leave the site until payment has been made by cheque or credit card (Master card, Visa, or American Express (a processing fee of 1.5% of the total amount will be charged if paid by American Express).
- Credit card, EFT and cash payments accepted only. I give permission for Sydney's Plumbing Specialists t to carry out transactions over the phone using my credit card details for the value of the invoice amount or as per payment arrangement i.e. Deposit or progress payments.
- A credit card transaction fee of 1.5% applies to all credit card payments.
- All goods shall remain the property of Sydney's Plumbing Specialists until such time payment is received in full.



Quote

ABN: 73 909 712 660

Quote# 21595 23rd March 2023

- Any payments which fall overdue shall incur a late fee of 10% daily until paid in full.
- All quoted works are subject to variations as required & are at the discretion of Sydney's Plumbing Specialists in order to carry out & complete works to Australian & Safety Standards. All variations will incur further fees & charges in addition to the original quoted amount.

Cancellation

- Sydney's Plumbing Specialists may cancel these terms & conditions or cancel delivery of goods & services at any time giving at least 24 hours written advice. Sydney's Plumbing Specialists shall not be liable for any loss or damage what-so-ever arising from such cancellation.
- The client must provide Sydney's Plumbing Specialists with at least 3 working days' notice in writing of any cancellation of works. Failure to do so will incur 30% payment of the original quoted / invoice amount payable by the client.
- Placing a deposit with Sydney's Plumbing Specialists secures & confirms your job. Where a deposit has been paid to Sydney's Plumbing Specialists, deposits are non-refundable

Underground Services

- The Client will indemnify Sydney's Plumbing Specialists & keep Sydney's Plumbing Specialists indemnified against any liability, loss, claim or proceedings of any kind (whether arising under statute or common law) arising from services which are buried or unseen being disturbed or damaged. Sydney's Plumbing Specialists will not be liable for any repair work & any repair work required will be paid at the Clients expense. Such liability, loss, claims or proceedings includes but is not limited to a) Damage to the property, real or personal; b) Death or personal injury; & c) Consequential or economic loss of any kind. Sydney's Plumbing Specialists will ensure care and diligence is carried out ensuring all precautions and safety measures are taken whilst excavation.
- If a dispute arises between the parties to this contract, then either party shall send to the other party a notice of dispute in writing adequately identifying and providing details of the dispute. Within seven (7) days after service of a notice of dispute, the parties shall confer at least once, to attempt to resolve the dispute.
- Sydney's Plumbing Specialists reserves the right to review and makes changes to the term and conditions from time to time.

I have read and agree to the terms and conditions.



Quote

ABN: 73 909 712 660

Quote# 21595 23rd March 2023

<pre>«image_customer_s</pre>	signature»
Customer Signature	

How to Pay

We accept payment by: Cash, EFT or Credit Card (American Express accepted 2.4% surcharge applied) All other cards are 1.5% surcharge. Payments can be processed over the phone by contacting our office on 02 9002 7332.

Bank Details

Sydney's Plumbing Specialists PTY LTD BSB: 062334 Account Number: 11317843

Sydney's Plumbing Specialists PTY LTD. ABN: 9660 962 9389 Lic Number 307819C Website: www.spsplumbers.com.au. Address: 10/3 Kaleski St, Moorebank 2170 NSW. Email: contact@spsplumbers.com.au. Phone: (02) 9002 7332. In the event that collection efforts are initiated against the payable business, all associated collection fees including court and solicitor fees will be the added onto the invoice. Payments are to be COD Unless other arrangements have been made.

NOTE: Should you wish to proceed with the proposed quotation within 14 days, SPS will entitle you to a 5% discount off all quoted works

Honan Insurance Brokers

ABN 67 005 372 396 ACN 0

ACN 005 372 396

246749

L9, IBM Tower, 60 City Road SOUTHBANK VIC 3006 GPO Box 4747 MELBOURNE VIC 3001 **Tel:** 03 9947 4333 Fax: 03 9947 4300

CONFIRMATION OF PLACEMENT OF COVER

From: STR NSW

We hereby confirm that we have arranged the insurance cover mentioned below:

Strata Scheme 17029

Date: 5/12/2023 **Our Reference:** SS17029

Page 1 of 3

Class of Policy: Strata Title - Residential

Insurer: Chubb Insurance Australia Ltd

Level 29, 2 Park Street, Sydney 2000

ABN: 23 001 642 020

The Insured: Strata Scheme 17029

Policy No: LNG-STR-172619

Invoice No: 445176
Period of Cover:

From 31/01/2023

to 31/01/2024 at 4:00 pm

Details:

See attached schedule for a description of the risk insured

IMPORTANT INFORMATION

The Proposal/Declaration:

is to be received and accepted by the Insurer

has been received and accepted by the Insurer

The total premium as at the above date is:

to be paid by the Insured

part paid by the Insured

paid in full by the Insured

paid by monthly direct debit

Premium Funding

This policy is premium funded

Please note that the policy defined above is subject to the receipt of the Proposal Declaration and acceptance by the Insurer (if not already completed and accepted) and subject to the full receipt and clearance of the total premium payable by the insured.

Schedule of Insurance

Page 2 of 3

Strata Title - Residential LNG-STR-172619 Class of Policy: Policy No:

The Insured: Strata Scheme 17029 Invoice No: 445176

Our Ref: SS17029

This policy has been placed through

Longitude Insurance Pty Ltd ABN 86 152 337 267 L13, 141 Walker St., North Sydney NSW 2060

Longitude Insurance Pty Ltd is an underwriting agency who has placed the policy with

Chubb Insurance Australia Ltd ABN 23 001 642 020 Level 29, 2 Park Street, Sydney 2000

Period of Insurance: From: 31-Jan-2023 To: 31-Jan-2024

Insured: SS17029

20-22 Toronto Parade, SUTHERLAND NSW 2232 Location:

Type of Insurance: Residential

Property Insured

Building Sum Insured	\$6,003,628
- Common Contents	\$60,036
- Loss of Rent / Temp Accommodation	\$900,544
- Lot Owners Fixtures and improvements	\$300,000
- Catastrophe Cover	15%
- Paint Cover	Yes
- Floating Floorboards	Yes
- Flood Cover	No

\$50,000,000 **Property Owners Legal Liability**

\$1,000,000 Office Bearer's Liability

Fidelity Guarantee \$100,000

Voluntary Workers Personal Accident \$200,000

\$100,000 **Machinery Breakdown**

Legal Expenses \$50,000

Schedule of Insurance

Page 3 of 3

Strata Title - Residential **Class of Policy:** Policy No: LNG-STR-172619

The Insured: Strata Scheme 17029 **Invoice No:** 445176

Our Ref: SS17029

Audit Expenses \$30,000

\$150,000 Workplace Health & Safety

EXCESSES as per policy wording except:

Basic Excess - all claims \$1,000

Special Excess -

\$2,000 Water Damage / Burst Pipes - Damage caused by bursting, leaking, discharging or overflowing of any mains, pipes, gutters, drains, tanks or fixed apparatus used to hold or carry water or other liquids

\$5,000 Water Chiller and Power Generators

\$1,000 Central A/C Units

\$1,000 Small A/C Units and Lift Excess

\$1,000 Legal Defence plus 10% contribution

Special Conditions -

Equipment Breakdown Sub-Limit Endorsement

This endorsement varies the standard terms of Your Policy. It may expand, reduce, or impose additional conditions on your cover as set out in the standard Policy terms and should be read carefully.

By way of endorsement to the Policy, the parties agree as follows (subject otherwise to all other terms, conditions and exclusions of the

- 1. The following amendments are made to Section 5 of the Policy:
- 1.1. The maximum limits applying to certain Additional Benefits are amended as follows:
- 3.1 Expediting Expenses \$25,000
- 3.3 By-laws \$25,000
- 3.4 Hazardous Substances \$10,000
- 3.5 Data Coverage \$5,000

In all other respects the Policy remains unchanged.



APT Roofing Pty Ltd Unit 3, 57b Rhodes Street, Hillsdale NSW 2036 PO Box 269 Matraville NSW 2036 Ph: 02 9666 7373

Date: 20/10/21

QUOTE

Roof Restoration Works Order No 10693

The Owners – Strata Plan No. 17029 C/- McDonald Strata Pty Ltd Attn: Jessica Thoroughgood

Address:

20-22 Toronto Pde, Jannali NSW 2226

Licence required by law to complete tile & metal works. APT Roofing Pty Ltd licence 202745C | Roof Plumber, Roof Tiler



Prepared by: APT Roofing

Email: admin@aptroofing.com.au











APT Roofing Pty Ltd Unit 3, 57b Rhodes Street, Hillsdale NSW 2036 PO Box 269 Matraville NSW 2036

Ph: 02 9666 7373

WHY CHOOSE APT ROOFING PTY LTD?

With a wealth of experience in the industry, Apt Roofing Pty Ltd is a family-owned business based in Sydney's Eastern Suburbs specializing in re-roofing, new roofing, roof repairs, roof restorations, roof ventilation, asbestos removal, guttering and downpipes.

Apt Roofing Pty Ltd is a fully qualified, licensed and insured company, providing professional roofing services to the residential, commercial and industrial markets. We have a long-standing commitment in servicing Strata, Real Estate and Insurance Companies Sydney wide.

We believe in good old-fashioned customer service and pride ourselves in providing customers with quality products and quality workmanship each and every time. We endeavour to complete jobs with minimal interruption to both owners and tenants.

- We are one of three Boral preferred roof tile distributors and installers in the Sydney area, with our own showroom in Hillsdale.
- Professional roof report provided with full colour photos of your roofs problem areas
- Fully manned reception always available to answer calls
- All enquires are responded to within 24hrs
- We are a 'Trades Monitor' accredited contractor
- We offer a prompt and reliable service
- Quality workmanship on all jobs undertaken
- High standards in work place Health and Safety













APT Roofing Pty Ltd Unit 3, 57b Rhodes Street, Hillsdale NSW 2036 PO Box 269 Matraville NSW 2036

Ph: 02 9666 7373

OCCUPATIONAL HEALTH AND SAFETY

At Apt Roofing Pty Ltd the health and safety of our clients, personnel and public are of the highest importance and we take all essential measures to meet current safety requirements.

Where necessary fall arrest systems are implemented, our staff and contractors are fully trained in working at heights and the use of our fall arrest systems.

In relation to each project, specific induction, instruction and training to Apt Roofing employees and contractors is carried out as necessary to enable them to perform their work to the required standards and in a manner that is safe and without risks to residents, public and themselves. We also provide any further training, instruction or induction to our employees as deemed necessary to meet OH&S obligations and work place safety.

Important information regarding licencing

If you're using a roofing contractor or tradesperson for residential roofing, you should check that they have a valid contractor licence with relevant qualifications specific to metal &/or tile works. APT Roofing is fully licenced to complete both metal & tile roof works.

You can check for a licence online. If you can't find it, contact NSW Fair Trading to confirm that the person/company holds a valid contractor licence. https://www.service.nsw.gov.au/transaction/check-builder-ortradesperson-licence

LICENCE - 202745C, Roof Plumber, Roof Tiler Exp 23/01/2022

INSURANCES

- Public Liability: \$10,000,000 policy No 201712-0954 R2 BIA
- Workers Compensation policy no. 104245501
- Home Owners Warranty for works over \$ 20,000

WARRANTIES

- Boral terracotta 50 years performance guarantee and concrete 20 years performance guarantee for tile roof replacements/new roofs
- Monier terracotta and concrete 50 years performance guarantee for tile roof replacements/new roofs
- Colorbond roof replacements/new roofs 25 years from Colorbond
- Roof replacement/new roofs workmanship 7 years











APT Roofing Pty Ltd Unit 3, 57b Rhodes Street, Hillsdale NSW 2036 PO Box 269 Matraville NSW 2036 Ph: 02 9666 7373

As requested, we have quoted the following:

Scope of works

- To supply all necessary safety and access equipment
- Pressure clean all tiles approx. 1115sqm
- Flush out all guttering & downpipes
- Apply 1 x coat of primer filler.
- Apply 2 x coats of coloured membrane.
- To remove all trade waste from site and dispose of it correctly

Total cost \$39,990.00 Inc GST











APT Roofing Pty Ltd Unit 3, 57b Rhodes Street, Hillsdale NSW 2036 PO Box 269 Matraville NSW 2036 Ph: 02 9666 7373

I trust that this quotation meets with your approval and look forward to receiving your further instructions. Please feel free to call me regarding any clarification of this quote.

Did you know that if your quote is over AUD 20,000.00 it is a legal requirement to provide you with Home Owners Warranty? It has come to our attention that there are companies that cannot provide a warranty, yet still complete jobs over \$20,000, which is illegal. Therefore please ensure you check the validity of any company that you choose. To do so please click the following link

https://hbccheck.nsw.gov.au/#/dashboard

Input our company name and you will see that over the last few years we had over **210 insurance certificates issued in our name** in the Sydney area. As far as we are aware, there is no other company with as many certificates as ours. This link also allows you to check on any other roofing companies that you might receive quotes from.

This quote is accepted in agreement with the terms and conditions of trade as found on our website: http://www.aptroofing.com.au/terms-of-trade/

Sincerely,

Tony Thorne **Apt Roofing Pty Ltd**











Suite 28 / 351 Kingsway Caringbah NSW 2229 E: info@childsafetylock.com.au

P: 02 9544 2004

A.B.N. 92 606 085 983

TAX INVOICE

McDonald Strata Pty Ltd 8/11 Gymea Bay Road Gymea NSW 2227

Invoice No: Invoice Date:

1318A 18-Nov-2017

Terms:

Net 14 Days

Your Reference:

SITE ADDRESS SP17029 20-22 Toronto Pde, Jannali NSW 2226

UNIT NO.	QTY.	ITEM NO.	DESCRIPTION	PRICE EX-GST	TOTAL	TOTAL
					EX-GST	INCL. GST
1-4,7,8,9	23.00	Venlock	Child Proof Safety Locks for Aluminium Windows	28.00	644.00	708.40
1-4,7,8,9	3.00	Cable / Awning / Casement Window Locks	Child Proof Safety Cable Locks for awning and casement windows	37.00	111.00	122.10
1-4,7,8,9	1.00	Stoppers	Double Hung Window Stopper - prevents the upper window opening more than 1.7 metres.	15.00	15.00	16.50
1-4,7,8,9	2.00	Fix costs	Work completed to original locks to be deemed compliant.	21.00	42.00	46.20
				Sub Total	\$812.00	
г 6	I TDA	ADES		Tax	\$81.20	
LB X		IITOR			·	
AUSTRALIA	1			Total	\$893.20	
	REDITED			Amount Paid	\$0.00	
CONT	TRACTOR	•		Invoice Due	\$893.20	

How to Pay



By Electronic Funds Transfer

082 778

Account No. 7712 43887 **=**

By mail

Detach this section and mail your cheque to...

Child Safety Lock Pty Limited

Suite 5/33 Gerrale Street

Cronulla. NSW - 2230

Invoice: 1318A, Amount: \$893.20

Child Safety Lock Pty Ltd



SUITE 5/31-33 GERRALE STREET CRONULLA NSW 2230

PH: 9544 2004

ABN: 92 606 085 983

Client: McDonald Strata Pty Ltd

Property Address: SP17029 20-22 Toronto Pde, Jannali NSW2226

Unit	No. of Locks	Comments/Details	Date & Time	Resident Name	Resident Signature
1-4,7,8,9	23 / 3 x CAB/ 2 x FIX/ 1 x ST	See job breakdown for details	18-Nov-2017 10:44 AM	On file	\ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \

Time of Installation: 18-Nov-2017 10:44 AM Lock Required (Approx.):



Suite 28 / 351 Kingsway Caringbah NSW 2229 E: info@childsafetylock.com.au

P: 02 9544 2004

A.B.N. 92 606 085 983

TAX INVOICE

McDonald Strata Pty Ltd 8/11 Gymea Bay Road Gymea NSW 2227 Invoice No:
Invoice Date:

1318-1A 15-Feb-2018

Terms:

Net 14 Days

Your Reference:

SITE ADDRESS

SP17029 20-22 Toronto Pde, Jannali NSW 2226

10	NIT NO.	QTY.	ITEM NO.	DESCRIPTION	PRICE EX-GST	TOTAL EX-GST	TOTAL INCL. GST
10		1.00	Call Back Fee	Call Back Fee	81.82	81.82	90.00
10		2.00	Pushlock - Aluminium Locks	Permanent fixture for aluminium windows	35.00	70.00	77.00
					Sub Total	\$151.82	
	Enty	I TRA	DES		Tax	\$15.18	



 Sub Total
 \$151.82

 Tax
 \$15.18

 Total
 \$167.00

 Amount Paid
 \$0.00

 Invoice Due
 \$167.00

Please note, as per our Terms and Conditions, all 'Progress Invoices' that are issued after the initial installation, are required to be paid within 14 days of invoice date.

How to Pay



By Electronic Funds Transfer

BSB 082 778

Account No. 7712 43887

Please use your Company Name as reference when making payment.

Invoice: 1318-1A, Amount: \$167.00



By mail

Detach this section and mail your cheque to...

Child Safety Lock Pty Limited

Suite 28 / 351 Kingsway

Caringbah. NSW - 2229

Child Safety Lock Pty Ltd



SUITE 5/31-33 GERRALE STREET CRONULLA NSW 2230

PH: 9544 2004 ABN: 92 606 085 983

Client: McDonald Strata Pty Ltd

Property Address: SP17029 20-22 Toronto Pde, Jannali NSW2226

Unit	No. of Locks	Comments/Details	Date & Time	Resident Name	Resident Signature
10	2x Push		15-Feb-2018 10:26 AM	On File	16 ⁻³ 4
					8-11

Time of Installation: 15-Feb-2018 10:26 AM Lock Required (Approx.):



BY-LAWS OF SP17029 20-22 Toronto Parade, Jannali

Schedule 1 By-laws

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.

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.

3 Obstruction of common property

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

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.

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 subclause (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
- (c) 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 62, the owner of a lot must maintain and keep in a state of good and serviceable repair any installation or structure referred to in subclause (3) that forms part of the common property and that services the lot.

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.

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.

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.

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.

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.







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.

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.

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 executive committee so as to enable the executive committee to arrange for its nominee to be present at the time when the owner or occupier does so.

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.

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),
- (e) must not place anything 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.

16 Keeping of animals

- (1) Subject to section 49 (4), 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.

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.

18 Notice-board

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

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).







Special By-Law 20 (Rear Deck)

- 1. Permission was given to the current owner of lot 7 to extend the rear deck as per the plans submitted at the AGM.
- 2. The current and future owner/s of lot 7 must maintain in good working order and condition the extension to the deck without claim on the Owners Corporation in respect of such maintenance.
- 3. The owner/s of the lot undertaking the works must obtain all necessary permits, licences or consents required by local authority or other statutory or lawful authority for such works
- 4. Any damage to the common property that occurs during, or results from, the work, or subsequent removal or replacement of, or use of, the decking must be forthwith made good by the owners of the lot from which the damage results at no cost to the Owners Corporation.
- 5. The proposed works must be effected in a workmanlike manner by licensed and insured tradespersons and in accordance with By-Law 17 Appearance of Lot.
- 6. The extension to the deck shall not be, or become, or in any way be construed to be common property and shall always remain the sole property, and responsibility, of the current and future owner of the lot.

Special By Law 2 - 20/3/17

The duly elected committee for the Strata Scheme is approved to decide all Minor Renovation work by lot owners as listed in the Strata Schemes Management Act 2015 and any amendments thereof.

- 1. The owners of Lot 6 have constructed a deck on their lot which encroaches onto the common property.
- 2. A plan has been submitted to a special meeting of the body corporate showing the deck measurements of a width of 3.00 metres and length of 12.50 metres. The deck encroaches onto the common property by 1.75 metres in width and a length of 12.50 metres.
- 3. Permission is granted to the owners of lot 6 and any future owner/s for the deck to remain on lot 6 and on common property.





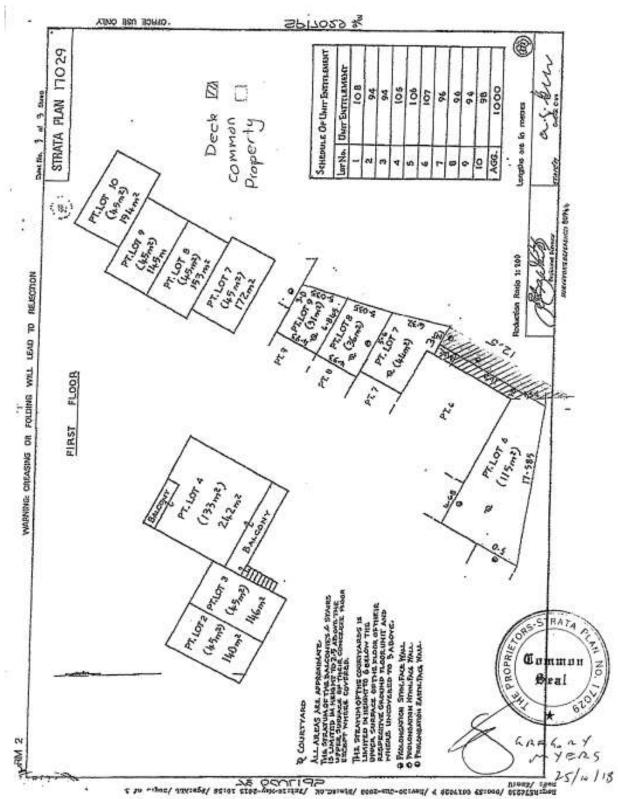


- 4. The current and figure owners of lot 6 shall have exclusive use and enjoyment of the deck area built over the common property.
- 5. The current and Altura owner/s of lot 6 must maintain in good working order and condition the deck without claim on the Owners Corporation in respect of such maintenance.
- 6. The deck shall always remain the sole property, and responsibility, of the current and future owner/s of the lot.

















Special By-Law 4

Each owner of a lot for the time being is conferred with the right to install a skylight, solar panels, exhaust fan, ceiling insulation, Foxtel dishes, air-conditioning and ducting, whiny birds and any other structure or device not originally installed on the common property (hereinafter referred to as 'The device") subject to the following terms and conditions:

- (1) The owner of a lot must not attach any device to the common property without approval in writing from the owners corporation.
- (2) The owner of a lot must submit all relevant plans and details to the owners corporation regarding the proposed device and its installation, not later than 30 days before commencement of the proposed installation.
- (3) The owner of a lot must not, without the written consent of the owners corporation, attach any such device which is not, in the view of the owners corporation, in keeping with the rest of the building.
- (4) The responsibility of obtaining all relevant permits and consents remains the responsibility of the lot owner undertaking the installation of the device.
- (5) Installation of any devices must be undertaken by fully licensed and insured tradesmen, comply with relevant building and fire codes, and must be carried out in a workmanlike manner.
- (6) The devices shall in no way become common property and will remain for the time being the property of the lot owner.
- (7) The owner of a lot must maintain and keep in a state of good and serviceable repair any such device.
- (8) Any damage to common property in the maintenance, the repair or removal of such device, is the responsibility of the lot owner, and the repair to common property should be made immediately by the lot owner to prevent further damage to common property.
- (9) Any costs whatsoever associated with the installation of the device will solely be borne by the lot owner (10) This by-law covers all pre-existing and future roof devices.







NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP17029

SEARCH DATE	TIME	EDITION NO	DATE
3/2/2023	11:07 AM	6	2/2/2023

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 17029 WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT JANNALI

LOCAL GOVERNMENT AREA SUTHERLAND SHIRE
PARISH OF SUTHERLAND COUNTY OF CUMBERLAND
TITLE DIAGRAM SHEET 1 SP17029

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 17029 ADDRESS FOR SERVICE OF DOCUMENTS:

THE OWNERS - STRATA PLAN NO. SP17029

AUSTRALICA PTY LTD

PO BOX 388

MIRANDA NSW 1490

SECOND SCHEDULE (5 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 G353247 COVENANT
- 3 DP614567 RIGHT OF CARRIAGEWAY APPURTENANT TO THE LAND ABOVE DESCRIBED AFFECTING THE LAND SHOWN SO BURDENED IN DEPOSITED PLAN 614567
- 4 AM248362 INITIAL PERIOD EXPIRED
- 5 AQ791342 CONSOLIDATION OF REGISTERED BY-LAWS

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 1000)

STRATA PLAN 17029

LOT	ENT	LOT	ENT	LOT		ENT	LOT		ENT
1	- 108	2 -	94	3	-	94	4	-	105
5	- 106	6 -	107	7	-	96	8	-	96
9	- 96	10 -	98						

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

2023-00082/REICHERL-Owners Corporation S PRINTED ON 3/2/2023

^{*} Any entries preceded by an asterisk do not appear on the current edition of the Certificate of Title. Warning: the information appearing under notations has not been formally recorded in the Register. InfoTrack an approved NSW Information Broker hereby certifies that the information contained in this document has been provided electronically by the Registrar General in accordance with Section 96B(2) of the Real Property Act 1900.

Form: 15CH Release: 2.0

CONSOLIDATION/ CHANGE OF BY-LAWS

Leave this space clear. Affix additional pages to the top left-hand corner.

New South Wales

Strata Schemes Management Act 2015

Real Property Act 1900

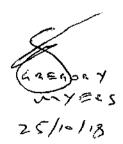
PRIVACY NOTE: Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar General to collect the information required by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

(A) TORRENS TITLE	For the common property CP/SP 17 0 2 9							
(B) LODGED BY	Document Collection Box Name, Address or DX, Telephone, and Customer Account Number if any Reference:							
(C) The Owners-Strate	Plan No. 17029 certify that a special resolution was passed on 25/10)							
	uirements of section 141 of the Strata Schemes Management Act 2015, by which the by-laws were changed as							
follows—								
(E) Repealed by-law N	o. NOT APPLICABLE							
Added by-law No. Amended by-law N	SPECIAL AY-LAW 4 MARKED "A							
as fully set out belo								
a/	AS PER ATTACHED MARKED "A"							
ß/	CONSOLIDATION MARKED B"							
•								
Note (E) is annexed b	of by-laws affecting the above mentioned strata scheme and incorporating the change referred to at ereto and marked as Annexure							
	ors-Strata Plan No. 17029 was affixed on 25/10/12 in the presence of authorised by section 273 Strata Management Act 2015 to attest the affixing of the seal:							
Signature:								
Name:	GREGORY MYERS STRATAR							
Authority:	STRATA MANAGER STRATA MANAGER GETTA MANAGER Beal							
Signature:	Ben!							
Authority	The second secon							

Special By-Law 4

Each owner of a lot for the time being is conferred with the right to install a skylight, solar panels, exhaust fan, ceiling insulation, Foxtel dishes, air-conditioning and ducting, whirly birds and any other structure or device not originally installed on the common property (hereinafter referred to as "the device") subject to the following terms and conditions:

- (1) The owner of a lot must not attach any device to the common property without approval in writing from the owners corporation.
- (2) The owner of a lot must submit all relevant plans and details to the owners corporation regarding the proposed device and its installation, not later than 30 days before commencement of the proposed installation.
- (3) The owner of a lot must not, without the written consent of the owners corporation, attach any such device which is not, in the view of the owners corporation, in keeping with the rest of the building.
- (4) The responsibility of obtaining all relevant permits and consents remains the responsibility of the lot owner undertaking the installation of the device
- (5) Installation of any devices must be undertaken by fully licensed and insured tradesmen, comply with relevant building and fire codes, and must be carried out in a workmanlike manner
- (6) The devices shall in no way become common property and will remain for the time being the property of the lot owner.
- (7) The owner of a lot must maintain and keep in a state of good and serviceable repair any such device
- (8) Any damage to common property in the maintenance, the repair or removal of such device, is the responsibility of the lot owner, and the repair to common property should be made immediately by the lot owner to prevent further damage to common property.
- (9) Any costs whatsoever associated with the installation of the device will solely be borne by the lot owner
- (10) This by-law covers all pre-existing and future roof devices.





(Section 42)

Note. The matters that were previously contained in By-laws 1–11 in Schedule 1 to the <u>Strata Schemes (Freehold Development) Act 1973</u> and Schedule 3 to the <u>Strata Schemes (Leasehold Development) Act 1986</u> have been included as provisions of this Act and are therefore no longer by-laws.

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 <u>Strata Schemes</u> (<u>Freehold Development</u>) <u>Act 1973</u> and by-law 13 in Schedule 3 to the <u>Strata Schemes</u> (<u>Leasehold Development</u>) <u>Act 1986</u>.

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 <u>Strata Schemes</u> (<u>Freehold Development</u>) <u>Act 1973</u> and by-law 14 in Schedule 3 to the <u>Strata Schemes</u> (<u>Leasehold Development</u>) <u>Act 1986</u>.

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 <u>Strata Schemes</u> (<u>Freehold Development</u>) <u>Act 1973</u> and by-law 15 in Schedule 3 to the <u>Strata Schemes</u> (<u>Leasehold Development</u>) <u>Act 1986</u>.

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 <u>Strata Schemes</u> (<u>Freehold Development</u>) <u>Act 1973</u> and by-law 16 in Schedule 3 to the <u>Strata Schemes</u> (<u>Leasehold Development</u>) <u>Act 1986</u>.

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.

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- (2) An approval given by the owners corporation under subclause (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,
 - (c) 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 62, the owner of a lot must maintain and keep in a state of good and serviceable repair any installation or structure referred to in subclause (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 <u>Strata Schemes</u> (<u>Freehold Development</u>) <u>Act 1973</u> and by-law 17 in Schedule 3 to the <u>Strata Schemes</u> (<u>Leasehold Development</u>) <u>Act 1986</u>.

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 <u>Strata Schemes</u> (<u>Freehold Development</u>) <u>Act 1973</u> and by-law 18 in Schedule 3 to the <u>Strata Schemes</u> (<u>Leasehold Development</u>) <u>Act 1986</u>.

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 <u>Strata Schemes</u> (<u>Freehold Development</u>) <u>Act 1973</u> and by-law 19 in Schedule 3 to the <u>Strata Schemes</u> (<u>Leasehold Development</u>) <u>Act 1986</u>.

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.

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

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 <u>Strata Schemes</u> (<u>Freehold Development</u>) <u>Act 1973</u> and by-law 21 in Schedule 3 to the <u>Strata Schemes</u> (<u>Leasehold Development</u>) <u>Act 1986</u>.

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 <u>Strata Schemes</u> (<u>Freehold Development</u>) <u>Act 1973</u> and by-law 22 in Schedule 3 to the <u>Strata Schemes</u> (<u>Leasehold Development</u>) <u>Act 1986</u>.

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 <u>Strata Schemes</u> (<u>Freehold Development</u>) <u>Act 1973</u> and by-law 23 in Schedule 3 to the <u>Strata Schemes</u> (<u>Leasehold Development</u>) <u>Act 1986</u>.

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 <u>Strata Schemes</u> (<u>Freehold Development</u>) <u>Act 1973</u> and by-law 24 in Schedule 3 to the <u>Strata Schemes</u> (<u>Leasehold Development</u>) <u>Act 1986</u>.

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 executive committee so as to enable the executive committee to arrange for its nominee to be present at the time when the owner of occupier does so.

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Cammat Seul Note. This by-law was previously by-law 24 in Schedule 1 to the <u>Strata Schemes</u> (<u>Freehold Development</u>) Act 1973 and by-law 25 in Schedule 3 to the <u>Strata Schemes</u> (<u>Leasehold Development</u>) 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 <u>Strata Schemes</u> (<u>Freehold Development</u>) Act 1973 and by-law 26 in Schedule 3 to the <u>Strata Schemes</u> (<u>Leasehold Development</u>) 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),
- (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 <u>Strata Schemes</u> (<u>Freehold Development</u>) <u>Act 1973</u> and by-law 27 in Schedule 3 to the <u>Strata Schemes</u> (<u>Leasehold Development</u>) <u>Act 1986</u>.

16 Keeping of animals

(1) Subject to section 49 (4), 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.

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

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 <u>Strata Schemes</u> (<u>Freehold Development</u>) <u>Act 1973</u> and by-law 30 in Schedule 3 to the <u>Strata Schemes</u> (<u>Leasehold Development</u>) <u>Act 1986</u>.

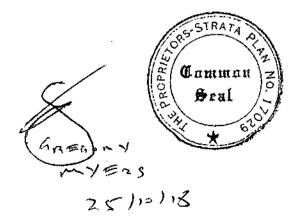
18 Notice-board

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 <u>Strata Schemes</u> (<u>Freehold Development</u>) <u>Act 1973</u> and by-law 3 in Schedule 3 to the <u>Strata Schemes</u> (<u>Leasehold Development</u>) <u>Act 1986</u>.

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-laws SP 17029

Special By-Law 20 (Rear Deck) Dated 28/1/14

1. Permission was given to the current owner of lot 7 to extend the rear deck as per the plans submitted at the AGM.

2. The current and future owner/s of lot 7 must maintain in good working order and condition the extension to the deck without claim on the Owners Corporation in respect of such maintenance.

The owner/s of the lot undertaking the works must obtain all necessary
permits, licences or consents required by local authority or other statutory or
lawful authority for such works

4. Any damage to the common property that occurs during, or results from, the work, or subsequent removal or replacement of, or use of, the decking must be forthwith made good by the owners of the lot from which the damage results at no cost to the Owners Corporation.

5. The proposed works must be effected in a workmanlike manner by licensed and insured tradespersons and in accordance with By-Law 17 - Appearance of Lot.

The extension to the deck shall not be, or become, or in any way be construed
to be common property and shall always remain the sole property, and
responsibility, of the current and future owner of the lot.

Special By Law 2 - 20/3/17

The duly elected committee for the Strata Scheme is approved to decide all Minor Renovation work by lot owners as listed in the Strata Schemes Management Act 2015 and any amendments thereof.



1. The owners of Lot 6 have constructed a deck on their lot which encroaches onto the common property.

2. A plan has been submitted to a special meeting of the body corporate showing the deck measurements of a width of 3.00 metres and length of 12.50 metres. The deck encroaches onto the common property by 1.75 metres in width and a length of 12.50

3. Permission is granted to the owners of lot 6 and any future owner/s for the deck to remain on lot 6 and on common property.

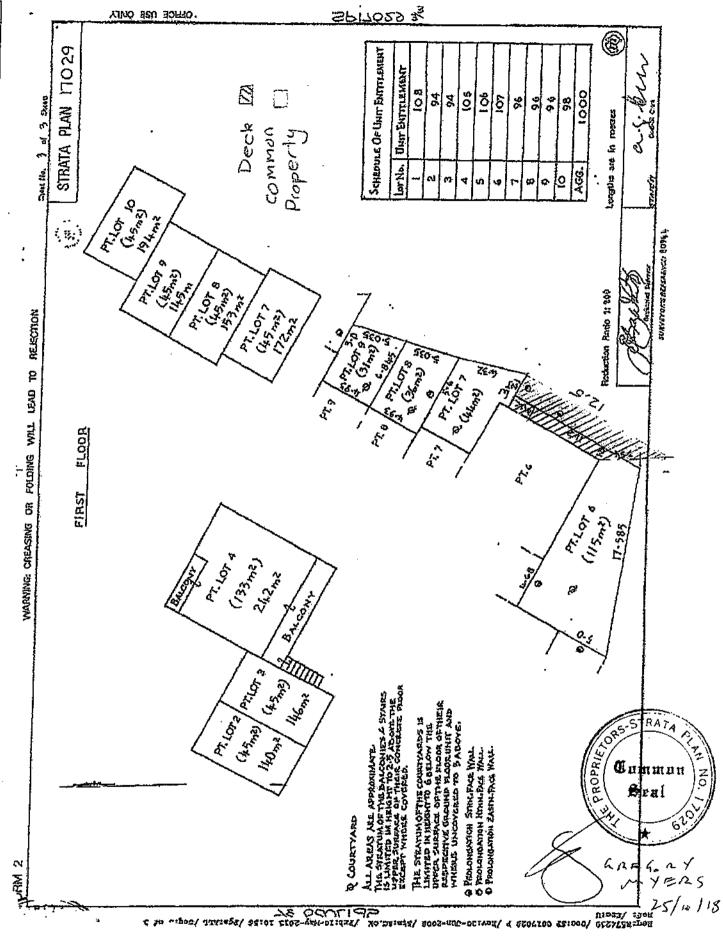
4. The current and future owner/s of lot 6 shall have exclusive use and enjoyment of the

deck area built over the common property.

5. The current and future owner/s of lot 6 must maintain in good working order and condition the deck without claim on the Owners Corporation in respect of such maintenance.

6. The deck shall always remain the sole property, and responsibility, of the current and future owner/s of the lot.

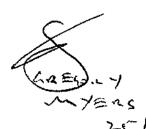




Special By-Law 4

Each owner of a lot for the time being is conferred with the right to install a skylight, solar panels, exhaust fan, ceiling insulation, Foxtel dishes, air-conditioning and ducting, whirly birds and any other structure or device not originally installed on the common property (hereinafter referred to as "the device") subject to the following terms and conditions:

- The owner of a lot must not attach any device to the common property without approval in writing from the owners corporation.
- (2) The owner of a lot must submit all relevant plans and details to the owners corporation regarding the proposed device and its installation, not later than 30 days before commencement of the proposed installation.
- (3) The owner of a lot must not, without the written consent of the owners corporation, attach any such device which is not, in the view of the owners corporation, in keeping with the rest of the building.
- (4) The responsibility of obtaining all relevant permits and consents remains the responsibility of the lot owner undertaking the installation of the device
- (5) Installation of any devices must be undertaken by fully licensed and insured tradesmen, comply with relevant building and fire codes, and must be carried out in a workmanlike manner
- (6) The devices shall in no way become common property and will remain for the time being the property of the lot owner.
- (7) The owner of a lot must maintain and keep in a state of good and serviceable repair any such device
- (8) Any damage to common property in the maintenance, the repair or removal of such device, is the responsibility of the lot owner, and the repair to common property should be made immediately by the lot owner to prevent further damage to common property.
- (9) Any costs whatsoever associated with the installation of the device will solely be borne by the lot owner
- (10) This by-law covers all pre-existing and future roof devices.





NEW SOUTH WALES

CERTIFICATE OF TITLE

REAL PROPERTY ACT, 1900



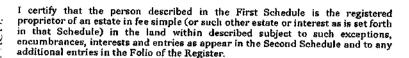
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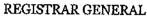
EDITION DATE OF ISSUE

3 10/10/2018

CERTIFICATE AUTHENTICATION CODE

4ZGZ-W7-3R2S







LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 17029 WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT JANNALI.

LOCAL GOVERNMENT AREA: SUTHERLAND SHIRE.
PARISH OF SUTHERLAND COUNTY OF CUMBERLAND

TITLE DIAGRAM: SHEET 1 SP17029

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 17029 ADDRESS FOR SERVICE OF NOTICES: 20-22 TORONTO PARADE

JANNALI 2226

SECOND SCHEDULE

- RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2. G353247 COVENANT
- 3. DP614567 RIGHT OF CARRIAGEWAY APPURTENANT TO THE LAND ABOVE DESCRIBED AFFECTING THE LAND SHOWN SO BURDENED IN DEPOSITED PLAN 614567
- AM248362 INITIAL PERIOD EXPIRED

5. AN771176 CONSOLIDATION OF REGISTERED BY-LAWS

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 1000)

STRATA PLAN 17029

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LOT	ENT	LOT		ENT	LOT		ENT	LOT		ENT
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**** END OF CERTIFICATE ****



15/06/2023

Hayley Burrell & Tyrone Rusling 3/20-22 Toronto Parade
JANNALL NSW 2226

RE: By-law Breach At: 20-22 Toronto Parade, Jannali

We are the appointed Strata Managing for the Owners Corporation of the strata scheme which you reside.

Our office is in receipt of complaints alleging behaviours that would constitute a breach of the bylaws, such allegations are outlined in short, as follows:

By-law 1 (Noise) & By-law 6 (Behaviour) - slamming of doors, loud shouting and foul language, music played at excessively high-volume levels, power tools in use outside council noise abatement hours.

By-law 2 (Vehicles) - parking in visitors parking.

In addition to the above, it is further alleged that you have erected a cat run within your courtyard, which, whilst extremely responsible pet ownership, it is alleged that the cleaning of this structure is insufficient, the smell of cat urine and faeces drifting into other properties.

We understand that in some instances, residents may be completely unaware of the impact their day-to-day undertakings has on community living and trust that, having bought these matters to attention, you will do all that is required to minimise disruption to the complex.

We attach for your immediate review, a copy of the by-laws which form part of your Residential Tenancy Agreement and you agreed to when entering your lease with the landlord.

We trust no further communication necessary in these matters. Please contact the undersigned if you require any further clarification.

Yours sincerely,

StrataBee - Strata Management
On behalf of Owners Corporation SP17029
CC: The Property Owner & Hill & Viteri





