

# Report



**ADVANCED**  
STRATA INSPECTIONS & CONSULTANCY

*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:** 2

**Strata Plan:** 85577

**Address:** 2/27-29 Durbar Avenue, Kirrawee NSW 2232

**Prepared for:** Gregory & Marie Vandepol

**Inspector:** Matthew Sidra

**Inspection Date:** 26/02/2024

## Contact



Matthew@advancedstrata.com.au



Advancedstratainspections



www.advancedstrata.com.au

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 <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Strata Plan	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Certificate of Title	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Financial Accounts	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Admin & Capital Works Fund	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Insurance Valuation	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Building Insurance	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Previous 5 years AGM Minutes	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
EGM minutes (if applicable)	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
Correspondence File	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
Fire Safety Certificate	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
Capital Works Fund Forecast Report	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Occupational Health and Safety Report	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
Asbestos Report	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
Building Defects (if applicable)	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
Cladding (if applicable)	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
Strata Plans By-laws (if applicable)	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Were records missing	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Have missing documents been requested	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>

**Missing documents (if applicable):** Fire Safety Certificate -Currently under renewal as the 2023 AFSS expired 21/02/2023 the next inspection is scheduled for the 12th of March.

## Notable Matters

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

NOTE: As per the minutes provided at the time of the inspection we found a history of remedial works being required for painting that was undertaken in 2023 for common areas and driveway wall There is no history of special levies being raised to date

### AGM 05/12/2023 RESOLVED

- The Owners Corporation have prepared a 10-year plan for the Capital Works Fund and have considered the current plan and adopted the current plan. The Capital Works Plan in place is current and noted next due for an update in 2026-refer motion 9

Attached Documents: 3 Colours Painting quote dated 24/02/2023,Robertsons Remedial & Painting quote dated 23/02/2023, AZ Painting Services quotes dated 15/02/2023.

## Strata Roll

Owner/Name: Gregory & Marie Vandepol

Address: 2/27-29 Durbar Avenue KIRRAWEE NSW 2232

Mortgagee:

*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 88.00 of an aggregate of 1,000.00 Therefore, the subject lot carries rights and responsibilities equivalent to 8.8% 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:	05/12/2023
Date of next expected AGM:	Not yet set

### **Administration Fund:**

Total Building:	\$34,300.00
The Subject Lot:	
Annually:	\$3,018.40
Per Quarter:	\$754.60

### **Capital Works Fund:**

Total Building:	\$15,002.00
The Subject Lot:	
Annually:	\$1320.20
Per Quarter:	\$330.05

Effective from:	15/01/2024
-----------------	------------

Arrears:	
The Subject Lot:	\$0.00

### **Previous Year's levies determined at the AGM dated:** 30/11/2022

Administration Fund	
Total Building:	\$33,000.00
Capital Works Fund	
Total Building:	\$14,460.00

## 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 ☒

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: 12

Number of Units: 12

Lot and Unit number correspond

Yes ☒

No ☐

Date Strata Plan registered: 18/07/2011

Original Owner: Not Ascertained

## Managing Agent

Name: The 1888 Co Strata

Address: 20/800 - 812 Old Illawarra Rd, Menai NSW 2234

Telephone Number: 02 8379 6631

Assigned Manager: Shanen Pickles

### ***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 26/02/2024 The financial position of the Owners Corporation (ASSETS MINUS LIABILITIES) was as follows:

### **Administration Fund: \$6,125.47**

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

### **Capital Works Fund: \$42,294.90**

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

### **Combined**

Owners Funds: \$48,420.37

Cash at Bank: \$48,910.86

Investment: \$0.00

Loan account if applicable: \$0.00

Total levies in arrears: \$1,010.69

## 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:**

**01/11/23-26/02/24**

**01/11/22-31/10/23**

**01/11/21-31/10/22**

**01/11/20-31/10/21**

### **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-20164435

Due Date: 31/05/2024

Building: \$8,415,100.00

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: \$1,262,265

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

Office Bearers Liability: \$1,000,000

Fidelity Guarantee: \$100,000

Machinery Breakdown: Not Included

Common Contents: \$84,151.00

Building Catastrophe: Not Included

Total Premium Cost: \$13,868.30

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: Blueprint Property Pty Ltd

Date: 01/03/2021

Building Replacement Cost: \$7,760,000.00



## Minutes and records

Minutes and financial records have been retained for the prescribed period of five years:

Yes ☐ No ☒

Date of the last AGM: 05/12/2023

Last Minutes in Book: AGM & SCM 2023

Date of the first AGM: Not Ascertained

Missing Minutes:

Yes ☐ No ☒

Please specify: AG 2019

Minutes Requested

Yes ☐ No ☐

Strata Committee Members: Please refer to the 2023 AGM minutes, attached.

## Notices

Do the records contain Notices or Orders adversely affecting the Owners Corporation?

Yes ☐ No ☒

Please Insert comments: None sighted at the time of inspection

## Litigation

Any evidence of current or proposed litigation involving the Owners Corporation:

Yes ☐ 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 By-Laws is not compulsory.](#)

Is there any evidence of By-Laws passed during the past 6-Months, that have not been registered:

Yes ☐ No ☒

If yes, please specify: None sighted at the time of inspection

## Harmony

We note that the following By-Laws infringements were addressed in recent times:

None sighted at the time of inspection

## 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

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

Do the records contain any recent applications to the Strata Committee for permission to conduct alterations or additions to individual units or to the subject lot:

Yes ☐ No ☒

If yes, please specify:

None sighted at the time of inspection

## 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: Currently under renewal as the 2023 AFSS expired 21/02/2023. the next inspection is scheduled for the 12th of March.

## Glossary

### A

#### **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.

### B

#### **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.

### E

#### **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)**

### H

#### **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.

**I****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.

**M****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.

**P****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.

### **T**

#### **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***

This report has been prepared by Advanced Strata Inspections for the client and or contracted to Advanced Strata Inspections on behalf of a third party. If you have not purchased this report through either party or entered into a commercial agreement with these parties you do not have the right to discuss this report or its contents. If you have received a copy of this report and you have not entered into an agreement then you have not agreed to our terms and conditions therefore you will not be covered by our indemnity insurance, this is a breach of our terms and conditions and a breach of our copyright and intellectual property.

### ***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.

☒ 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.

☐ 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](mailto:Matthew@advancedstrata.com.au)

Website: [www.advancedstrata.com.au](http://www.advancedstrata.com.au)

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

Instagram: [@advancedstratainspections](https://www.instagram.com/advancedstratainspections)



Page	1	Roll List					26 February 2024	
Strata Plan No. 85577								
A/c No	Lot No	Unit No	Address Title and Address Notice		Telephone	Facsimile Mobile	Entit.	Transfer Date

02100002	2	2	Gregory & Marie Vandepol 2/27-29 Durbar Avenue KIRRAWEE NSW 2232	Work: 0407734000 gjvdpol@bigpond.com		88.0000	04/06/15
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## Strata Plan No. 85577

### STATEMENT

Gregory & Marie Vandepol  
2/27-29 Durbar Avenue  
KIRRAWEE NSW 2232

Statement Period

01 Nov 22 to 26 Feb 24

A/c No 2 Lot No 2








Page Number 1 of 2

Levy notice sent to different address

Transfer Date: 04/06/15

Date	Type	Details	Reference	Debit	Credit	Balance
		Brought forward				0.00
31/01/23	Admin Fund	01/04/23 To 30/06/23	I0000002	726.00		726.00
31/01/23	Capital Fund	01/04/23 To 30/06/23	I0000014	318.12		1,044.12
04/04/23	Receipt	Admin Fund	R0000014		726.00	318.12
04/04/23	Receipt	Capital Fund	RA000014		318.12	0.00
15/05/23	Admin Fund	01/07/23 To 30/09/23	I0000026	726.00		726.00
15/05/23	Capital Fund	01/07/23 To 30/09/23	I0000038	318.12		1,044.12
04/07/23	Receipt	Admin Fund	R0000028		726.00	318.12
04/07/23	Receipt	Capital Fund	RA000028		318.12	0.00
15/08/23	Admin Fund	01/10/23 To 31/12/23	I0000050	726.00		726.00
15/08/23	Capital Fund	01/10/23 To 31/12/23	I0000062	318.12		1,044.12
03/10/23	Receipt	Admin Fund	R0000045		726.00	318.12
03/10/23	Receipt	Capital Fund	RA000045		318.12	0.00
07/12/23	Admin Fund	01/01/24 To 31/03/24	I0000074	754.60		754.60
07/12/23	Capital Fund	01/01/24 To 31/03/24	I0000086	330.05		1,084.65
09/01/24	Receipt	Admin Fund	R0000054		754.60	330.05
09/01/24	Receipt	Capital Fund	RA000054		330.05	0.00
15/02/24	Admin Fund	01/04/24 To 30/06/24	I0000098	754.60		754.60
				\$4,971.61	\$4,217.01	\$754.60
Over 90 Days	90 Days	60 Days	30 Days	Current	<b>BALANCE DUE: \$1,084.65</b>	
0.00	0.00	0.00	0.00	1,084.65	Date Paid	Amount Paid

#### Payment Options

	Tel: 1300 552 311 Ref: 1584 8986 5	Telephone: Call this number to pay by credit card. International: +613 8648 0158 (charges apply).	
	<a href="http://www.stratamax.com.au">www.stratamax.com.au</a> Ref: 1584 8986 5	Internet: Make credit card payments online (charges apply). Visit <a href="http://www.stratamax.com.au">www.stratamax.com.au</a>	
	<a href="http://www.stratapay.com/ddr">www.stratapay.com/ddr</a> Ref: 1584 8986 5	Direct Debit: Make auto payments from your credit card* or bank account. Visit <a href="http://www.stratapay.com/ddr">www.stratapay.com/ddr</a> to register *Credit card charges apply.	
	Bill Code: 74625 Ref: 1584 8986 5	BPay: Contact your participating financial institution to make a payment from your cheque or savings account using BPay.	
	Billpay Code: 3599 Ref: 1584 8986 5	In Person: Present this bill in store at Australia Post to make cheque or EFTPOS payments.	
	Make cheque payable to: StrataPay 1584 8986 5	Mail: Send cheque with this slip by mail to: StrataPay, Locked Bag 9 GCMC, Bundall Qld 9726 Australia	
	BSB: 067-970 Acct No: 1584 8986 5 (Applies to this bill only)	Internet Banking - EFT: Use this BSB and Account Number to pay directly from your bank account in Australian Dollars (AUD). Account Name: StrataPay Bank: CBA, Sydney, Australia.	



StrataPay Reference

**1584 8986 5**

Amount

Due Date

**\$1,084.65**

**26 Feb 24**

The 1888 Co.  
85577/02100002

Lot 2/2

Gregory & Marie Vandepol  
2/27-29 Durbar Avenue  
KIRRAWEE NSW 2232



\*3599 158489865

## Strata Plan No. 85577

### STATEMENT

Gregory & Marie Vandepol  
2/27-29 Durbar Avenue  
KIRRAWEE NSW 2232

Statement Period

01 Nov 22 to 26 Feb 24

A/c No

2

Lot No

2

Page Number

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- Levy notice sent to different address

Date	Type	Details	Reference	Debit	Credit	Balance
15/02/24	Capital Fund	Brought forward 01/04/24 To 30/06/24	I0000110	4,971.61 330.05	4,217.01	754.60 1,084.65
				\$5,301.66	\$4,217.01	\$1,084.65

## Strata Plan No. 85577

27-29 Durbar Avenue Kirrawee NSW 2232

### BALANCE SHEET

AS AT 26 FEBRUARY 2024

	ACTUAL 26/02/2024	ACTUAL 31/10/2023
<b><u>OWNERS FUNDS</u></b>		
Administrative Fund	6,125.47	6,731.88
Capital Fund	42,294.90	38,544.39
<b><u>TOTAL</u></b>	<b><u>\$ 48,420.37</u></b>	<b><u>\$ 45,276.27</u></b>
<b><u>THESE FUNDS ARE REPRESENTED BY</u></b>		
<b><u>CURRENT ASSETS</u></b>		
Cash At Bank	48,910.86	46,734.57
Levies In Arrears	1,010.69	984.80
Interest On Overdue Levies	0.00	8.37
<b><u>TOTAL ASSETS</u></b>	<b><u>49,921.55</u></b>	<b><u>47,727.74</u></b>
<b><u>LIABILITIES</u></b>		
Creditors	18.80	660.00
Levies In Advance	1,482.38	1,791.47
<b><u>TOTAL LIABILITIES</u></b>	<b><u>1,501.18</u></b>	<b><u>2,451.47</u></b>
<b><u>NET ASSETS</u></b>	<b><u>\$ 48,420.37</u></b>	<b><u>\$ 45,276.27</u></b>

## Strata Plan No. 85577

27-29 Durbar Avenue Kirrawee NSW 2232

### STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 01 NOVEMBER 2023 TO 26 FEBRUARY 2024

	ACTUAL	BUDGET	ACTUAL
	01/11/23-26/02/24	01/11/23-31/10/24	01/11/22-31/10/23
<b><u>ADMINISTRATIVE FUND</u></b>			
<b><u>INCOME</u></b>			
Administrative Fund Levy	8,575.03	34,300.00	33,000.00
Administrative Fund Discount	0.00	0.00	(0.02)
Interest On Overdue Levies	8.10	0.00	8.39
<b><u>TOTAL ADMIN. FUND INCOME</u></b>	<b>8,583.13</b>	<b>34,300.00</b>	<b>33,008.37</b>
<b><u>EXPENDITURE - ADMIN. FUND</u></b>			
Accounting - Tax/Bas/Finance	0.00	810.00	755.00
Administration	1,195.38	3,654.00	2,525.75
Administration - Add/Services	1,140.00	800.00	1,039.66
Archive Storage	155.00	200.00	155.00
Bank Charges	11.40	80.00	57.10
Disbursements/Services	0.00	500.00	125.39
Cleaning - Lawns & Gardens	913.00	2,900.00	2,849.00
Compliance	0.00	0.00	255.00
Courier	0.00	0.00	110.00
Disbursements	0.00	0.00	192.38
Fire - Contract	594.00	700.00	627.00
Fire - Repairs & Servicing	0.00	600.00	393.71
Fire - Afss Council Fee	0.00	165.00	164.00
Insurance - Premium	0.00	14,500.00	13,868.30
Insurance - Premium Stamp Duty	0.00	1,500.00	1,067.83
Lawns & Gardens	231.00	0.00	0.00
Lift - Telephone	0.00	30.00	10.14
Maint - Garage Doors Contract	185.00	0.00	0.00
Maint - Gen Repairs & Services	1,151.40	1,400.00	1,401.16
Maint - Plumbing	0.00	800.00	1,177.00
Maint - Pump & Pump Equipment	319.00	700.00	682.00
Nsw Goverment Register	366.00	0.00	0.00
Utilities - Electricity	856.02	1,700.00	1,572.44
Utilities - Rubbish Removal	1,800.00	3,200.00	3,100.00
Utilities - Water & Sewerage	272.34	0.00	972.02
<b><u>TOTAL ADMIN. EXPENDITURE</u></b>	<b>9,189.54</b>	<b>34,239.00</b>	<b>33,099.88</b>
<b><u>SURPLUS / DEFICIT</u></b>	<b>\$ (606.41)</b>	<b>\$ 61.00</b>	<b>\$ (91.51)</b>
Opening Admin. Balance	6,731.88	6,731.88	6,823.39

## Strata Plan No. 85577

27-29 Durbar Avenue Kirrawee NSW 2232

### STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 01 NOVEMBER 2023 TO 26 FEBRUARY 2024

	ACTUAL	BUDGET	ACTUAL
	01/11/23-26/02/24	01/11/23-31/10/24	01/11/22-31/10/23
<b><u>ADMINISTRATIVE FUND BALANCE</u></b>	<b><u>\$ 6,125.47</u></b>	<b><u>\$ 6,792.88</u></b>	<b><u>\$ 6,731.88</u></b>

## Strata Plan No. 85577

27-29 Durbar Avenue Kirrawee NSW 2232

### STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 01 NOVEMBER 2023 TO 26 FEBRUARY 2024

	ACTUAL	BUDGET	ACTUAL
	01/11/23-26/02/24	01/11/23-31/10/24	01/11/22-31/10/23
<b><u>CAPITAL FUND</u></b>			
<b><u>INCOME</u></b>			
Capital Fund Levies	3,750.51	15,002.00	14,460.19
Capital Fund Discount	0.00	0.00	0.04
<b><u>TOTAL CAPITAL FUND INCOME</u></b>	<b>3,750.51</b>	<b>15,002.00</b>	<b>14,460.23</b>
<b><u>EXPENDITURE - CAPITAL FUND</u></b>			
Pumps & Pump Equipment	0.00	2,000.00	8,360.00
Building Repairs	0.00	5,000.00	528.00
General Replacements	0.00	500.00	420.00
Gutters & Downpipes	0.00	2,000.00	10,835.00
Landscaping	0.00	0.00	1,650.00
Painting & Surface Finish	0.00	0.00	2,904.00
<b><u>TOTAL CAP. FUND EXPENDITURE</u></b>	<b>0.00</b>	<b>9,500.00</b>	<b>24,697.00</b>
<b><u>SURPLUS / DEFICIT</u></b>	<b>\$ 3,750.51</b>	<b>\$ 5,502.00</b>	<b>\$ (10,236.77)</b>
Opening Capital Fund Balance	38,544.39	38,544.39	48,781.16
<b><u>CAPITAL FUND BALANCE</u></b>	<b>\$ 42,294.90</b>	<b>\$ 44,046.39</b>	<b>\$ 38,544.39</b>

## Strata Plan No. 85577

27-29 Durbar Avenue  
Kirrawee NSW 2232

### INSURANCE DETAILS

26 February 2024

<u>Type</u>	<u>Insurer</u>	<u>Policy No</u>	<u>Sum Insured</u>	<u>Due Date</u>
BUILDING	Longitude Insurance Pty Ltd	LNG - STR -	8,415,100	31/05/24
LOSS OF RENT	Longitude Insurance Pty Ltd	LNG - STR -	1,262,265	31/05/24
CATASTROPHE	Longitude Insurance Pty Ltd	LNG - STR -	NOT	31/05/24
PUBLIC LIABILITY	Longitude Insurance Pty Ltd	LNG - STR -	50,000,000	31/05/24
FIDELITY GUARANTEE	Longitude Insurance Pty Ltd	LNG - STR -	100,000	31/05/24
OFFICE BEARERS	Longitude Insurance Pty Ltd	LNG - STR -	1,000,000	31/05/24
VOLUNTARY WORKERS	Longitude Insurance Pty Ltd	LNG - STR -	200,000PA/2,000PW	31/05/24
GOVT AUDIT COSTS	Longitude Insurance Pty Ltd	LNG - STR -	30,000	31/05/24
LEGAL EXPENSES	Longitude Insurance Pty Ltd	LNG - STR -	50,000	31/05/24
WORKPLACE H&S	Longitude Insurance Pty Ltd	LNG - STR -	150,000	31/05/24
MACHINERY	Longitude Insurance Pty Ltd	LNG - STR -	NOT	31/05/24
LOT OWNERS IMPROVE	Longitude Insurance Pty Ltd	LNG - STR -	300,000	31/05/24
WORKERS	Longitude Insurance Pty Ltd	LNG - STR -	NOT	31/05/24
COMMON AREA	Longitude Insurance Pty Ltd	LNG - STR -	84,151	31/05/24
LOT OWNER COMBINED	Longitude Insurance Pty Ltd	LNG - STR -		31/05/24
PAINT & WALLPAPER	Longitude Insurance Pty Ltd	LNG - STR -	Insured	31/05/24
FLOATING FLOOR	Longitude Insurance Pty Ltd	LNG - STR -	Insured	31/05/24
HEALTH & SAFETY	Longitude Insurance Pty Ltd	LNG - STR -		31/05/24
FLOOD COVER	Longitude Insurance Pty Ltd	LNG - STR -	Insured	31/05/24





# LONGITUDE INSURANCE – POLICY SCHEDULE

## POLICY TYPE: Residential Strata Package LONGRSI 11.10-2021

POLICY NUMBER:	LNG-STR-20164435
INSURED:	The Owners of Strata Plan 85577.
THE BUSINESS:	Residential Strata as per attached schedule
PERIOD OF INSURANCE:	31 May 2023 expiring on 31 May 2024 at 4pm Local Standard Time
INTERESTED PARTIES:	Nil advised
SITUATION:	27-29 DURBAR AVENUE, KIRRAWEE, NSW 2232
PERCENTAGE OF BUILDING OCCUPIED BY COMMERCIAL OCCUPANTS:	0.00%

## SECTION 1 - PROPERTY: PHYSICAL LOSS, DESTRUCTION OR DAMAGE

Buildings	\$8,415,100
2.1 i) fixed artwork or sculptures	\$50,000
Common Contents	\$84,151
2.2 g) pots, plants, shrubs, trees, rockwork and lawns	\$25,000
2.2 h) money	\$10,000
2.2 i) artwork of sculptures (other than fixed)	\$84,151
Storm Surge (caused by and immediately following a named tropical cyclone) any one event and in the aggregate Period of Insurance	\$2,000,000
<b>Optional Covers</b>	
Loss of Market Value	Not Insured
Flood	Insured
*(Optional) Limit of Liability	\$8,499,251
<b>Costs Incurred by the Lot Owner</b>	
<b>All sub-sections 5.16 (a) - (h) combined</b>	\$2,103,775
Lot Owners fixtures and fittings (per lot)	\$300,000
Temporary Accommodation & Loss of Rent	\$1,262,265
<b>Lot Owners Optional Covers</b>	
Paint & Wallpaper (applies to NSW & ACT only)	Insured



Floating floorboards	Insured
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**Catastrophe Cover (sub-section 5.1)**

Buildings	Not Insured
Common Contents	Not Insured
Costs Incurred by the Lot Owner	Not Insured
Additional Benefits	Not Insured

**Excesses**

Loss, destruction or damage caused by or arising from earthquake, subterranean fire or volcanic eruption (each and every claim)	\$2,000
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All other losses (each and every Claim)	\$2,000
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Flood (each and every Claim)	\$2,000
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**SECTION 2 - VOLUNTARY WORKERS PERSONAL ACCIDENT**

Accidental Death & Disablement	\$200,000
Weekly Benefits	up to \$2,000 per week for Total Disablement and up to \$1,000 per week for Partial Disablement as outlined in the Table of Benefits

All per Policy Table of Benefits

**Excess**

Excluded Period of Claim (each and every Claim)	7 days
All Per Table of Benefits	

**SECTION 3 - OFFICE BEARERS LIABILITY**

Limit of Liability (in the aggregate Period of Insurance)	\$1,000,000
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**Optional Additional Benefits (in addition to limit of liability)**

Defence Costs (in the aggregate Period of Insurance)	Not Insured
Statutory Fines and Penalties (in the aggregate Period of Insurance)	Not Insured

**Excess**

Each and Every Claim	\$2,000
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**SECTION 4 - FIDELITY GUARANTEE**

Any one Loss and in the Aggregate Period of Insurance	\$100,000
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**Excess**

Each and every Claim	\$2,000
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**SECTION 5 - EQUIPMENT BREAKDOWN - NOT INSURED**



## SECTION 6 - PUBLIC LIABILITY

Personal Injury or Property Damage Limit of Liability (any one Occurrence)	\$50,000,000
<b>Excess</b>	
Each and every Claim	\$2,000

## SECTION 7 - GOVERNMENT AUDIT COSTS, WORKPLACE HEALTH & SAFETY BREACHES AND LEGAL EXPENSES

<b>(a) Taxation and Audit Costs</b>	
Limit of Liability (in the aggregate Period of Insurance)	\$30,000
Excess (each and every Claim)	\$500
<b>(b) Workplace Health and Safety Breaches</b>	
Limit of Liability (in the aggregate Period of Insurance)	\$150,000
Excess (each and every Claim)	\$500
<b>(c) Legal Defence Expenses</b>	
Limit of Liability (in the aggregate Period of Insurance)	\$50,000
Excess (each and every Claim)	\$1,000
Contribution (each and every Claim)	10.00% of Legal Expenses Incurred
<b><u>Special Notation</u></b>	
Property No Claim Bonus included	NO
Customer Loyalty Discount included	NO
Number of years with Longitude	0

## ENDORSEMENTS / CONDITIONS:

If any endorsement or conditions are shown under this part of the Policy Schedule they will vary the standard terms of Your Policy. They may expand, reduce, or impose additional conditions on Your cover as set out in the standard Policy terms and should be read carefully.

## IMPORTANT INFORMATION

### Your Policy

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 Ltd (ABN 23 001 642 020, AFSL 239687)

### Target Market Determination

The product issuer Chubb Insurance Australia Ltd (Chubb) AFSL 239687 ABN 23 001 642 020, has prepared a Target Market Determination (TMD) for this product as required under section 994B of the Corporations Act 2001 (Cth). The TMD sets out who this product has been designed for and who it is not suitable for and identifies the conditions and restrictions on its distribution. A copy of the TMD for this product can be found on [here](#)



The TMD is not a Product Disclosure Statement (PDS) and is not a summary of the product features or terms of the product. Persons interested in acquiring this product should carefully read the PDS before deciding whether to purchase this product.

### Endorsements and Conditions

As outlined in our e-mail sent with this attachment.

Credit terms - Sections 1 to 7 - 60 days from inception.

Please contact us if any of the above is incorrect as it may affect the terms and conditions under which we will provide cover.

No terms or conditions contained in any broker's slip are included unless specifically stated as being included. Unless stated otherwise, cover is as per the Longitude Policy Wording and Product Disclosure Statement (PDS). Commissions payable are calculated on the base premium only.

Please note in the event that you cancel this policy prior to expiry, in accordance with the policy conditions, we will retain the proportion of the premium, (less our fees which we deem to be fully earned at policy inception) which is equal to the proportion that the remaining policy period bears of the total policy period.

To ensure your client maintains continuous cover, please ensure that your written instructions be provided to our office prior to expiry.

This Policy has been issued based on the following information provided by You

### Construction

Walls	Double Brick
Floors	Concrete Slab
Roof	Steel/Colorbond

Has there been any Expanded Polystyrene (EPS), Aluminium Composite Panelling (ACP) or like materials used in the construction of the property?	NO
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Is there any known Asbestos in the building?	NO
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Are there any known building defects?	NO
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### Claims Information

Policy Year Ending	No. of Claims	Aggr. Attritional Losses
2019	0	\$0.00
2020	0	\$0.00
2021	0	\$0.00
2022	0	\$0.00
2023	1	\$5,528.00



<b>***BASE PREMIUM</b>	<b>\$9,031.36</b>
* EMERGENCY SERVICES LEVY	\$1,826.18
GST	\$1,085.76
* STAMP DUTY	\$1,067.83
LONGITUDE FEE	\$250.00
FEE GST	\$25.00
<b>TOTAL PREMIUM</b>	<b>\$13,286.13</b>
LESS BROKERAGE	\$0.00
LESS GST ON BROKERAGE	\$0.00
<b>NET PAYABLE TO LONGITUDE</b>	<b>\$13,286.13</b>

\* The amount included as part of the premium takes into account the Insurer's obligations (actual or in some cases estimated) to pay Stamp Duty and Emergency Services Levies to the Government. You can ask us for more details.

## Valuation Report

<b>Property</b>	Strata Plan 85577, 27-29 Durbar Avenue, Kirrawee NSW 2227.
<b>Instructed By</b>	Net Strata, 298 Railway Parade Carlton NSW 2218. Ref: Tracy Stockton, Telephone: 8567 6440 Email: <a href="mailto:tracy.stockton@netstrata.com.au">tracy.stockton@netstrata.com.au</a>
<b>Date of Inspection</b>	1 March 2021
<b>Date of Valuation</b>	1 March 2021
<b>Valuation For</b>	The Owners – Strata Plan 85577, C/- Net Strata, 298 Railway Parade Carlton NSW 2218.

This report is not to be relied upon by any other person or for any other purpose. We accept no liability to third parties nor do we contemplate that third parties will rely upon this report. We invite other parties who may come into possession of this report to seek our written consent to them relying on this report. We reserve our right to withhold consent or to review the contents of this report in the event that our consent is sought.

<b>Purpose</b>	In accordance with instructions received and the requirements of Part 9-Insurance of the Strata Schemes Management Act, 2015, we have valued the buildings and site improvements at the subject property on the basis of Reinstatement with New Value for insurance purposes.
<b>Valuation</b>	Having regard to the assumptions and disclaimers referred to in the following report we are of the opinion that the re-instatement value for Insurance Purposes of Strata Plan 85577 as at March 2021 is:

**Seven Million Seven Hundred and Sixty Thousand Dollars**  
**(\$7,760,000)**



**Jeff Younis** JP BCom (Land Ec.) B Env Plan AAPI  
**Certified Practising Valuer**  
**AAPI No. 68868**

Liability limited by a scheme approved under Professional Standards Legislation

Ref: Kirrawee, 27-29 Durbar Avenue (SP85577)

# 1 Methodology

## 1.1 Instructions

We acknowledge your instructions to prepare an Insurance Valuation of the subject strata plan in accordance with the requirements of Part 9 - Insurance of the Strata Schemes Management Act, 2015.

For the purposes of section 161 of the Act, the manner of calculating the amount to which the liability of an insurer may be limited under, a damage policy is to add together the following amounts:

- (a) the building is to be insured for at least the amount determined in accordance with the regulations,
- (b) if the building is destroyed, the building is to be rebuilt or replaced so that the condition of every part of the rebuilt or replacement building is not worse or less extensive than that part when new,
- (c) if the building is damaged but not destroyed, the damaged part of the building is to be repaired or restored so that the condition of the repaired or restored part is not worse or less extensive than that part when new,
- (d) expenses incurred in removing debris are payable,
- (e) the remuneration of architects and other persons whose services are necessary as an incident to the rebuilding, replacement, repair or restoration is payable.

Other insurances required by NSW Legislation and Section 164 of the Act are advised as follows:

- 1. Public Liability Insurance – Minimum \$20,000,000
- 2. Insurance in respect of any occurrence against which it is required by law to insure, including any insurance required by the *Workers Compensation Act 1987* and the *Workplace Injury Management and Workers Compensation Act 1998* to be taken out,
- 3. insurance in respect of damage to property, death or bodily injury for which the owners corporation could become liable in damages,
- 4. insurance against the possibility of the owners becoming jointly liable because of a claim arising in respect of any other occurrence against which the owners corporation, in accordance with a special resolution, decides to insure,
- 5. insurance against any damages for which the owners corporation could become liable because, without fee or reward or any expectation of fee or reward, a person acting on behalf of the owners corporation does work in a building or on the common property in the strata scheme,
- 6. insurance of any other class prescribed by the regulations for the purposes of this subsection

This valuation is made on the basis of a total loss situation occurring on the last day of the insurance policy.

***Instructions (Continued)***

We suggest that the Strata Manager of the subject strata plan discuss this methodology with their broker or insurer and contact the valuer should there be any additional requirements.

This valuation has been prepared on the basis that full disclosure of all information and facts, which may affect the valuation, has been made to us. We do not accept any liability or responsibility whatsoever for the valuation if full disclosure has not been made. Furthermore we do not accept responsibility for any consequential error or defect in the valuation, which has resulted from any error, omission or inaccuracy in date or information supplied by the client or client's agent.

**1.2 Building Definition**

The Strata Schemes Management Act States; **Section 161 Requirements for damage policy -**

- (3) Parts of building to be covered by a damage policy include the following:
  - (a) owners' improvements and owners' fixtures forming part of the building,
  - (b) a building consisting entirely of common property,
  - (c) anything prescribed by the regulations as forming part of a building for the purposes of this section.
- (4) The following parts of a building are not required to be covered by a damage policy:
  - (a) fixtures removable by a tenant at the expiration of a tenancy,
  - (b) owners' improvements and fixtures comprising paint, wallpaper and temporary wall, floor and ceiling coverings,
  - (c) anything prescribed by the regulations as not forming part of a building for the purposes of this section.

**1.3 Reinstatement with New Value**

Reinstatement with New Value has been determined as at the date of the valuation to allow for replacement by similar property, in a condition equal to but not better, nor more extensive, than its condition when new.

If the valuation date differs substantially from the policy commencement date an adjustment to the value may be necessary.

The estimates of replacement cost are based upon the erection of buildings of similar design to replace the current gross floor area of the existing improvements. It is emphasised that the valuer is not a quantity surveyor and our estimate of construction costs is based on authoritative publication sources. The estimate of replacement cost is not a market valuation of the property or its improvements and must not be relied upon as such.



#### **1.4 Professional Fees**

Professional fees include but not limited to the costs associated with architects, surveyors, consulting engineers and project managers.

#### **1.5 Demolition and Removal of Building Debris**

Demolition and Removal of Building Debris is the estimated cost of removal, storage and disposal of building debris and the demolition, dismantling, shoring up, propping and underpinning consequent upon damage to the property. It does not include the removal of contents' debris nor does it include any allowances for the possible removal of hazardous materials if present.

#### **1.6 Estimated Limit of Liability**

In accordance with Clause 39 of The Strata Schemes Management Regulations, 2016 and pursuant to the Strata Schemes Management Act, 2015, an allowance is made for the estimated amount by which construction costs, demolition and removal of debris costs and professionals fees may increase during a maximum period of 24 months following the date of commencement of the damage policy.

This allowance is made for any increases in associated re-development costs during the period between policy renewal dates and re-development of the property.

My assessment makes due allowance for total destruction as a localised event and does not allow for increased construction costs frequently associated with regional disaster. Various companies offer Catastrophe Insurance as a policy extension.

#### **1.7 Construction Cost Guides**

We advise that we have relied on Rawlinsons Construction Handbook in relation to construction costs, fees and other estimates. This is updated quarterly and is produced by Rawlinsons Cost Consultants and Quantity Surveyors. The text is used by those involved in the various disciplines of the construction industry and in respect of construction costs for this reason we rely on Rawlinsons. Our assessment must be premised on the basis that the client accepts Rawlinsons as the basis of the building cost investigation source to determine various building rates (on a square metre basis).

This report should not be relied on if the client fails to accept that building rates must come from a source and that the valuer in this instance has used Rawlinsons. Whilst the valuer believes in the use of this source, the valuer cannot accept any responsibility in errors from the source provider. This is not a structural survey nor is it a quantitative survey.

## 2 Improvements

We have undertaken an external inspection of the building and improvements.

Erected upon the land, is a two (2) storey residential townhouse development, (circa 2011), comprising twelve (12) townhouses set over basement parking.

The construction of the building is summarised as follows:

<i>Footings</i>	Reinforced concrete
<i>Floors</i>	Reinforced concrete – Ground Timber – First Floor
<i>External Walls</i>	Face brick, fibrous cement & rendered finishes
<i>Roof</i>	Colourbond
<i>Internal Walls</i>	Timber stud with plasterboard lining
<i>Ceilings</i>	Plaster set and painted
<i>Window Frames</i>	Aluminium

Site improvements comprise common area landscaping, landscaped courtyards, a concrete sealed driveway, colourbond, masonry and aluminium fencing, concrete pathways and external lighting.

We are informed that the dwellings are well appointed and generally of a medium standard of finish with kitchens with stone bench tops, stainless steel appliances including gas cook top, under bench oven, range hood and dishwasher. The bathrooms/ensuites are well appointed with floor to ceiling wall tiles.



(View of Subject Building)

### 3 Recommended Insurance Value

Reinstatement With New Value as at March 2021 \$5,629,700

Professional Fees =	11.00%	\$619,267	
Demolition & Debris Removal =	12.10%	\$681,194	<u>\$1,300,461</u>

\$6,930,161

**Cost Escalation in the lapse period  
between Policy Renewal Dates & Re-development Time**

24 months @ .5% / month =	12.0%	<u>\$831,619</u>
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**Insured Value** \$7,761,780

**But Say** **\$7,760,000**

**Optional Cover**

*Add*

Emergency Accommodation/Loss of Rent	\$1,164,000
Building Catastrophe/Escalation in Costs	\$2,328,000

**Notes:**

1. The above assessment is inclusive of GST.
2. The above does not make an allowance for common contents. Any common contents of the Owners Corporation must be appropriately insured.
3. The above allowance for Emergency Accommodation/Loss of Rent is up to a maximum of 15% of the Insured Value.
4. The above allowance for Building Catastrophe/Escalation in Costs is up to a maximum of 30% of the Insured Value.

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## MINUTES OF ANNUAL GENERAL MEETING Strata Plan No. 85577: 27-29 Durbar Ave Kirrawee

**DATE & TIME** Tuesday 05 December 2023 at 5:00 PM  
**LOCATION** Meeting via Zoom Conference

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### ATTENDANCE

#### Present

Robert Greenwood	Lot 1	In Person
Des Lowe	Lot 5	In Person
Janice Toogood	Lot 8	In Person

#### In Attendance

Shanen Pickles (Strata Manager) the 1888 Co. | STRATA

#### Pre-Meeting Voting

Nil

#### Apologies

Nil

#### Chairperson

Shanen Pickles

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### QUORUM

The Chairperson advised that a quorum was represented and declared the meeting open.

**Meeting opened on** Tuesday 05 December 2023 at 5:00 PM

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#### 1. MINUTES

**RESOLVED** that the minutes of the previous General Meeting held on 30 November 2022 of the Owners Corporation were confirmed as a true and accurate account of the proceeding at that meeting.

#### MOTION CARRIED

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## 2. INSURANCES

**RESOLVED** that the current Owners Corporations insurances be confirmed and that The 1888 Co. Strata Pty Ltd be authorised to affect the statutory insurances required to be taken out by the Owners Corporation in accordance with s160, s161 and s164.

And that the Owners Corporation take out insurance in accordance with s165(2) of the Act, if not already taken out (office bearers liability).

**Insured With:** Longitude Insurance Pty Ltd

**Due Date:** 31 May 2024

**Total Premium \$:** 13,286.13

**Policy Number:** LNG - STR - 20164435

**MOTION CARRIED**

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## 3. LEVY COLLECTION

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

Lot 12 arrears send notice.

**MOTION CARRIED**

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## 4. LEVY PAYMENT PLANS

**RESOLVED** that 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.

**MOTION CARRIED**

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## 5. COMMITTEE ELECTION

**RESOLVED** that the following nominees were elected to the committee and that the number of members be set at three (3):

Member Name	Lot Number	
Bob Greenwood	Lot 1	Self-Nominated
Des Lowe	Lot 5	Self-Nominated
Jan Toogood	Lot 8	Self-Nominated

**MOTION CARRIED**

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## 6. RESTRICTED MATTERS

**RESOLVED** that the Owners Corporation determined that no additional restrictions were placed on the Strata Committee.

**MOTION CARRIED**

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## 7. FINANCIALS

**RESOLVED** that the statements of key financial information for the period ending 31 October 2023 for administrative fund, the capital works fund and any other fund prepared by the Owners Corporation together with the relevant auditor's report if required were adopted.

**MOTION CARRIED**

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## 8. APPOINTMENT OF AUDITOR

**DEFEATED** that an auditor be appointed to audit the books and records of the Owners Corporation to the Australian Auditor Standards for the year ending 31 October 2024 for presentation at the next Annual General Meeting.

**MOTION DEFEATED**

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## 9. 10-YEAR CAPITAL WORKS FUND PLAN

**RESOLVED** that in accordance with clause 80 of the Strata Schemes Management Act 2015, the Owners Corporation have prepared a 10-year plan for the Capital Works Fund and have considered the current plan and adopted the current plan.

Further resolved that the Capital Works Plan in place is current and noted next due for an update in 2026.

**MOTION CARRIED**

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## 10. BUDGET

**RESOLVED** that in accordance with section 79(2) and 81 of the Strata Schemes Management Act 2015 estimates that in respect of the period as outlined in the statements will need to credit to its Administrative and Capital Works Funds for actual and expected expenditure referred to in those sub-sections the amounts set out in the budget.

That in accordance with section 81 of the Act, the Owners Corporation determines the following amounts are to be levied to raise the estimated contributions:

<b>Administration Fund</b>	<b>\$34,300.00</b>	GST Inc.
<b>Capital Fund</b>	<b>\$15,002.00</b>	GST Inc.

No. #	Levy Period	Year	Issued	Administration	Capital	Total
1	January	2024	No	\$8,575.00	\$3,750.50	\$12,325.50
2	April	2024	No	\$8,575.00	\$3,750.50	\$12,325.50
3	July	2024	No	\$8,575.00	\$3,750.50	\$12,325.50
4	October	2024	No	\$8,575.00	\$3,750.50	\$12,325.50
			<b>Totals</b>	<b>\$34,300.00</b>	<b>\$15,002.00</b>	<b>\$49,302.00</b>

That the contributions to the administrative fund and capital fund be paid in equal quarterly instalments, the first such instalment being due on 15 January 2024 (for the period 1 January to 31 March 2024) and subsequent instalments being due on the days of 1 April 2024, 1 July 2024 and 1 October 2024.

## **MOTION CARRIED**

### **11. FIRE STATEMENT**

**RESOLVED** that the Owners Corporation resolves 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 Strata 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; and
  - ii. sign the statement on behalf of the scheme and lodge the statement with local Council and cause a copy of the statement to be given to the Fire Commissioner

## **MOTION CARRIED**

### **12. REPORT ON COMMISSIONS**

**RESOLVED** that the Strata Managing Agent advised no insurance or training commissions were received in the past 12 months and unlikely to be received in the next 12 months.

## **MOTION CARRIED**

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### 13. WORK HEALTH AND SAFETY REPORT

**DEFEATED** that the Owners Corporation undertakes a Work Health and Safety inspection of the common property, with the engagement of a specialist firm.

**MOTION DEFEATED**

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### 14. ASBESTOS INSPECTION AND REPORT

**DEFEATED** that the owners corporation engage a competent person to conduct an asbestos inspection and subsequently provide an Asbestos Register to ensure compliance with the legislative changes (Work Health & Safety Act) noting that if asbestos is found, an Asbestos Management Plan is required to be undertaken, and empower the Strata Committee to implement the Asbestos Plan.

**MOTION DEFEATED**

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### 15. CLADDING INSPECTION

**DEFEATED** the Owners Corporation resolves:

**(A)** That the Scheme engage a suitable consultant to investigate and report to the Scheme on possible use of combustible cladding products when constructing the improvements which are the subject of the Scheme ("Building"), including:

- (1) Inspecting the Scheme's records.
- (2) Inspecting relevant council records.
- (3) Inspecting the Building.
- (4) Advising on overall Building fire safety, including issues relating to combustible cladding
- (5) Advising on appropriate remedial works.
- (6) Confirming Annual Fire Safety Statements are up to date and that all fire safety measures have been addressed.

**(B)** That the Scheme:

- (1) accept the fee proposal/quotation ("Consultant"); or
- (2) engage a consultant selected by the Strata Committee; or
- (3) engage a consultant selected by the Scheme's strata managing agent.

**MOTION DEFEATED**

There being no further business the chairperson declared the meeting closed.

**Meeting closed on** Tuesday 05 December 2023 at 5:28 PM



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# MINUTES OF STRATA COMMITTEE MEETING

## Strata Plan No. 85577

**DATE & TIME** Tuesday 05 December 2023 immediately following the AGM  
**LOCATION** Meeting via Zoom Conference

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### ATTENDANCE

#### Committee Members In Attendance

Bob Greenwood	Chairperson
Des Lowe	Secretary
Jan Toogood	Treasurer

#### Non-Voting Attendees

Nil

#### Chairperson

Shanen Pickles (Strata Manager) the 1888 Co. | STRATA

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### QUORUM

The Chairperson advised that a quorum was represented and declared the meeting open.

**Meeting opened on** Tuesday 05 December 2023 at 5:29 PM

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### 1. DISCLOSURE OF PECUNIARY INTEREST

**RESOLVED** that no member of the Strata Committee declared a direct or indirect pecuniary interest in a matter being considered or about to be considered at a meeting.

**MOTION CARRIED**

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### 2. MINUTES

**RESOLVED** that the minutes of the previous Strata Committee Meeting of the Owners Corporation be confirmed as a true and accurate account of the proceeding at that meeting.

**MOTION CARRIED**

---

**3. OFFICE BEARERS ELECTION {CHAIRPERSON, SECRETARY AND TREASURER}**

**RESOLVED** that the positions of Chairman, Secretary and Treasurer were elected as follows:

<b>Chairperson</b>	Bob Greenwood
<b>Secretary</b>	Des Lowe
<b>Treasurer</b>	Jan Toogood

**MOTION CARRIED**

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**4. REPRESENTATIVE APPOINTMENT**

**RESOLVED** that the Owners Corporation elect all committee members to deal directly with the Strata Managing Agent for and on behalf of the Strata Committee for matters with respect to requests, approvals and day-to-day matters for the building.

The nominated Strata Committee Members, can provide instructions to the Managing Agent, which is for and on behalf of the Owners Corporation.

**MOTION CARRIED**

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**5. INSURANCE VALUATION**

**DEFEATED** that the property of the Owners Corporation be re-valued for insurance purposes and that the Strata Managing Agent adjusts the building sum insured in accordance with the valuation.

**MOTION DEFEATED**

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**6. INVOICE HUB**

**RESOLVED** that the Strata Committee elect all Committee members for the use of the Invoice Hub.

NOTE: This excludes payment to NSW Government Registration Fee (Strata Hub)

OPTION 1 - Approval for all invoices

**MOTION CARRIED**

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## 7. NSW GOVERNMENT HUB REPORTING

**RESOLVED** that The 1888. Co Pty Ltd is authorised to register the Chairperson (**Bob Greenwood**) and Secretary (**Des Lowe**) with NSW Government Strata Hub and that the scheme has agreed to have the Chairperson and Secretary contact details uploaded to the portal.

The Strata Managing Agent is authorised to report the other information required to be uploaded to the NSW Government Strata Hub, inclusive of last AGM, Capital Fund Amount, whether the complex is subject to an AFSS, NABERS rating if applicable.

The Strata Managing Agent has authority to pay the NSW Government Registration Fee without uploading to invoice

### **MOTION CARRIED**

There being no further business the chairperson declared the meeting closed.

**Meeting closed on** Tuesday 05 December 2023 at 5:35 PM

# Annual General Meeting

STRATA PLAN NO. 85577  
27-29 DURBAR AVENUE  
KIRRAWEE NSW 2232

## **Meeting Details**

Date and Time of the Meeting: Tuesday 05 December 2023 at 5:00 PM

Location of the Meeting: **Meeting via Zoom Conference**

# INTRODUCTION

**Dated:**

Monday 27 November 2023

Dear Owner(s)

We are pleased to invite you to attend the Annual General Meeting of the Owners of Strata Plan No. 85577, 27-29 Durbar Avenue, KIRRAWEE NSW 2232.

The following pages contain details on the motions of business that you have the opportunity to vote on, as well as explanatory notes and voting procedures.

The notice of the meeting includes a proxy form, voting procedural matters, motions to be considered and the proposed budget for the forthcoming year and financial statements.

The meeting is scheduled to start at the advertised time on the agenda. We do request that you arrive early for registration. The meeting will proceed once a quorum is established.

## Conduct of Meeting

The Annual General Meeting is intended to give owners the opportunity to:

- consider and vote on the motions at the meeting
- ask questions prior to the meeting
- to assist us in achieving a constructive meeting, we ask that owners and proxy holders to be courteous and respectful to all owners and others attending the meeting, including the chairperson of the meeting
- keep questions and comments to a reasonable length of time to allow as many owners as possible who wish to speak at the meeting an opportunity to do so

## Motions and Voting

The items to be considered and voted on at your Annual General Meeting are outlined in the agenda. In accordance with the Strata Schemes Management Act 2015, no additional motions can be raised from the floor to be considered at the meeting.

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

## Un-financial Owners

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

## Voting Rights

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

## Quorum Requirement

- (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 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.

### **Proxy Form**

Also enclosed with the meeting notice, is a Proxy Form and a Voting Procedure Form. If you are unable to attend the meeting, you are encouraged to complete the proxy form and to return to our office prior to the meeting.

### **Voting via Pre-Meeting Electronic Voting**

Enclosed is a Pre-Meeting Electronic Voting Form. In lieu of attending the meeting or providing a proxy form to another person, you may vote on the motions per the agenda, via this form.

It should be noted that should the meeting be determined partly by Pre-Meeting Electronic Voting the relevant motion may be amended by a further motion given at the meeting after the Pre-Meeting Electronic Voting takes place and that consequently the Pre-Meeting vote may have no effect. A motion that is to be determined wholly by Pre-Meeting Electronic Voting may not be amended at the meeting for which the Pre-Meeting Voting is conducted if the effect of the amendment is to change the subject matter of the original motion.

If a motion that is to be determined wholly or partly by [pre-meeting electronic voting](#) is amended at the meeting for which the [pre-meeting electronic voting](#) is conducted, the minutes of the meeting distributed to owners must be accompanied by notice of the change and a statement setting out the power to make a qualified request for a further meeting under section 19 of the Act.

We look forward to seeing you at the meeting.

Yours faithfully,

**The 1888 Co. | STRATA**

**Shanen Pickles**

Strata Manager for Strata Plan No. 85577  
E-mail: shanen@the1888.au

# NOTICE OF ANNUAL GENERAL MEETING

## FOR THE OWNERS OF STRATA PLAN NO. 85577

Notice is given to the owners of Strata Plan No. 85577 that the Annual General Meeting of the Owners Corporation will be held as outlined below.

### Building Details

The Owners - Strata Plan No. 85577  
27-29 Durbar Avenue  
KIRRAWEE NSW 2232

### Building Details

Date and Time of the Meeting: Tuesday 05 December 2023 at 5:00 PM

Location of the Meeting: **Meeting via Zoom Conference**

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### ONLINE VOTING

**OPEN DATE & TIME** Monday 27 November 2023 at 11:00 AM

**CLOSE DATE & TIME** Tuesday 05 December 2023 at 3:00 PM

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### IMPORTANT INFORMATION ABOUT PRE-MEETING ELECTRONIC VOTING

1. Where motions may be determined partly by pre-meeting electronic voting, the relevant motion may be amended by a further motion given at the subsequent meeting and consequently, the pre-meeting vote may have no effect.
2. The electronic ballot will be conducted via the VoteMax system and in accordance with the instructions contained on the VoteMax voting paper and the VoteMax system.
3. You may access VoteMax through your StrataMax online portal at the following web address <http://www.stratamax.com.au/votemax>.
4. To submit your electronic ballot paper please follow the instructions on the VoteMax system and ensure that you declare your votes on the final page.



## ZOOM MEETING & VIDEO CONFERENCING

<https://us02web.zoom.us/j/86714991020?pwd=ZUI2TIQrMWk2Ykh0UGtJSmpaOTF5UT09>

Meeting ID:	867 1499 1020
Meeting Password:	641882
Teleconference Number	+61 2 8015 6011

### Computer/PC/Laptop Users

**Step 1:** Download Zoom to your PC or Laptop. <https://zoom.us/support/download> [Follow the directions to install Zoom.](#)

**Step 2:** Open the Zoom desktop client.

**Step 3:** Tap Join a meeting to join without signing in.

**Step 4:** Enter the **Meeting ID number {Per Above}**

**Step 5:** Enter a display name; **e.g. John Smith Lot 4**

**Step 6:** Select if you would like to connect audio and/or video and **Click Join**

### Apple/iOS Users (iPad or iPhone)

**Step 1:** Download the app to your tablet or phone from the App Store.

**Step 2:** Open the Zoom mobile app.

**Step 3:** Click Join a meeting to join without signing in.

**Step 4:** Enter the **Meeting ID number {Per Above}**.

**Step 5:** Enter a display name; **e.g. John Smith Lot 4**

**Step 6:** Select if you would like to connect audio and/or video and **Click Join**

### Android Users (Tablet or other smart phone)

**Step 1:** Download the app to your tablet or phone from the Google Play Store.

**Step 2:** Open the Zoom mobile app.

**Step 3:** Click Join a meeting to join without signing in.

**Step 4:** Enter the **Meeting ID number {Per Above}**.

**Step 5:** Enter a display name; **e.g. John Smith Lot 4**

### Telephone

**Step 1:** Dial the **Teleconferencing Number {Per Above}**.

**Step 2:** Enter the meeting **Meeting ID number {Per Above}** when prompted using your dial pad

### Notes:

- If you are not speaking, please ensure you mute your microphone.
- Be patient and tolerable with each other. Be sure to allow each other the opportunity to talk.
- If a large group, it is advisable that you mention your unit number before you begin to talk.
- **ZOOM MEETINGS ARE RECORDED AND FOR THE USE OF FORESHEW STRATA AGENCY PTY LTD ONLY. THE MEETING WILL NOT BE DISTRIBUTED TO OWNERS, COMMITTEE MEMBERS OR THIRD PARTIES.**

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## MOTION 1. MINUTES

That the minutes of the previous General Meeting held on 30 November 2022 of the Owners Corporation be confirmed as a true and accurate account of the proceeding at that meeting.

*In accordance with section Schedule 2 Section 8(1)(a) of the Strata Schemes Management Act 2015, all general meetings of an owners corporation must include a form of motion to confirm the minutes of the previous general meeting.*

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## MOTION 2. INSURANCES

That the current Owners Corporations insurances be confirmed and that The 1888 Co. Pty Ltd be authorised to affect the statutory insurances required to be taken out by the Owners Corporation in accordance with s160, s161 and s164.

And that the Owners Corporation take out insurance in accordance with s165(2) of the Act, if not already taken out (office bearers liability).

**Insured With:** Longitude Insurance Pty Ltd

**Due Date:** 31 May 2024

**Current Total Premium:** \$14,936.13

**Policy Number:** LNG - STR - 20164435

*In accordance s160 and s161 of the Strata Schemes Management Act 2015 the owners corporation must effect insurance cover for the building. Section 165(2) of the Act allows the owners corporation to take out additional insurances such as cover against liability for property, death or bodily injury to a voluntary worker, an error or omission by an office bearer or member of the executive strata committee of the owners corporation; and misappropriation of money or other property of the owners corporation.*

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## MOTION 3. LEVY COLLECTION

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

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

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## MOTION 4. LEVY PAYMENT PLANS

That 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.

*The owners corporation must determine how they wish to deal with payment plans in the recovery of outstanding levy arrears.*

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## MOTION 5. COMMITTEE ELECTION

That the Owners Corporation:

- a. Call for nominations for members of the strata committee
- b. Any candidate for election to the strata committee must disclose any connections with the original owner or building manager for the scheme;
- c. That the number of members of the strata committee be determined
- d. That an election for members of the strata committee are elected

*At each AGM the current strata committee positions are made vacant, and a re-election of the strata committee takes place in accordance with clause 29 of the Strata Schemes Management Act 2015. The meeting must determine the number of members to be elected to the strata committee. The maximum number of strata committee members permitted by the Strata Schemes Management Act 2015 is nine (9) or in a two lot scheme the number to be elected is two (2).*

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

*The following persons cannot be appointed or elected to the strata committee, unless they are an owner: building manager, leasing agent, person with an undisclosed connection to the original owner or building manager, an owner who has not paid before the date of the meeting to appoint or elect the committee the contribution amounts due.*

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## MOTION 6. RESTRICTED MATTERS

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

*In accordance with Schedule 1, clause 6(a) of the Strata Schemes Management Act 2015, it is a statutory requirement at each AGM that the owners corporation consider if it wishes to place any restriction on any of the decision making powers of the Strata Committee.*

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## MOTION 7. FINANCIALS

That the attached statements of key financial information for the period ending 31 October 2023 for administrative fund, the capital works fund and any other fund prepared by the Owners Corporation together with the relevant auditor's report if required be adopted.

**NOTE:**

***Please direct any inquiries regarding the accounts to the strata managing agent at least 5 days prior to the meeting. Questions directed at the meeting may not be able to be answered.***

*In accordance with Schedule 2, clause 9(a) & (b) of the Strata Schemes Management Act 2015, an owners corporation must prepare financial statements to be presented with the AGM Agenda.*

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## MOTION 8. APPOINTMENT OF AUDITOR

That an auditor be appointed to audit the books and records of the Owners Corporation to the Australian Auditor Standards for the year ending 31 October 2024 for presentation at the next Annual General Meeting.

*In accordance with clause 95 of the Act, a strata scheme for which the annual budget exceeds \$250,000 must ensure that the accounts and financial statements are audited before presentation to the Annual General Meeting.*

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## MOTION 9. 10-YEAR CAPITAL WORKS FUND PLAN

That in accordance with clause 80 of the Strata Schemes Management Act 2015, the Owners Corporation must prepare a 10-year plan for the Capital Works Fund and if already prepared review every 5-years.

The last plan prepared or reviewed was **March 2021** and is next due **March 2026**.

*In accordance with Schedule 1, clause 6(b) of the Strata Schemes Management Act 2015, the owners corporation must include a motion to prepare or review the 10-year plan for the capital works fund.*

*The capital works fund plan must be reviewed at least once every 5 years. The preparation of this plan is a significant exercise and the legislation allows the owners corporation to engage expert assistance in its preparation. The meeting must discuss the preparation or review of this plan.*

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## MOTION 10. BUDGET

That in accordance with section 79(2) and 81 of the Strata Schemes Management Act 2015 estimates that in respect of the period as outlined in the statements will need to credit to its Administrative and Capital Works Funds for actual and expected expenditure referred to in those sub-sections the amounts set out in the budget.

That in accordance with section 81 of the Act, the Owners Corporation determines the following amounts are to be levied to raise the estimated contributions:

<b>Administration Fund</b>	<b>\$34,300.00</b>	GST Inc.
<b>Capital Fund</b>	<b>\$15,002.00</b>	GST Inc.

No. #	Levy Period	Year	Issued	Administration	Capital	Total
1	January	2024	No	\$8,575.00	\$3,750.50	\$12,325.50
2	April	2024	No	\$8,575.00	\$3,750.50	\$12,325.50
3	July	2024	No	\$8,575.00	\$3,750.50	\$12,325.50
4	October	2024	No	\$8,575.00	\$3,750.50	\$12,325.50
			<b>Totals</b>	<b>\$34,300.00</b>	<b>\$15,002.00</b>	<b>\$49,302.00</b>

That the contributions to the administrative fund and capital fund be paid in equal quarterly instalments, the first such instalment being due on 15 January 2024 (for the period 1 January to 31 March 2024) and subsequent instalments being due on the days of 1 April 2024, 1 July 2024 and 1 October 2024.

The Administration Fund total last year was: \$33,000 proposed total this year is \$34,300, which is an increase of \$1,300 (3.94%).

The Capital Fund total last year was: \$14,460, proposed this year is \$15,002 which is an increase of \$542 (3.75%).

Based on the proposed budget and in consideration of the budget for the previous year, if approved by the owners present, the overall budget would increase by **3.88%.**

**NOTE**

Any questions relating to the budget should be directed to our office **5-DAYS PRIOR** to the meeting. Questions directed at the meeting may not be able to be answered.

*Under section 79(1), 79(2) and 81(1) of the Strata Schemes Management Act 2015 there are requirements to determine the amounts required to credit to the administrative and capital works fund and to levy those amounts at each Annual General Meeting. Please note that section 83 of the Strata Schemes Management Act 2015 requires that any contribution levied by an owners corporation becomes due and payable to the owners corporation on the date set out in the notice of contribution. The date must be at least 30 days after the notice is given.*

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## **MOTION 11. FIRE STATEMENT**

That the Owners Corporation resolves 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 Strata 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; and
  - ii. sign the statement on behalf of the scheme and lodge the statement with local Council and cause a copy of the statement to be given to the Fire Commissioner

The last Statement is dated 18 May 2023.

*If an annual fire safety statement is required for the building under the Environmental Planning and Assessment Act 1979, the owners corporation is required to consider it at each annual general meeting and to make arrangements for obtaining the next annual fire safety statement in accordance with clause 6(c) of Schedule 1 of the Strata Schemes Management Act 2015. It is recommended to use an independent certifier.*

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## MOTION 12. REPORT ON COMMISSIONS

That the Strata Managing Agent consider to report as to whether, and what commissions or training services have been provided to or paid for the agent 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.

*In accordance with Schedule 1, Clause 9 of the Strata Schemes Management Act 2015 a motion must be included on the agenda to consider the strata managers report on commission and/or training that has been received.*

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## MOTION 13. WORK HEALTH AND SAFETY REPORT

That the Owners Corporation undertakes a Work Health and Safety inspection of the common property, with the engagement of a specialist firm.

The last WH & S report was carried out on **Nil on File**.

*That in accordance with the Work Health and Safety Act 2011, the owners corporation decide if they wish to carry out a WH & S report on the common areas. Per the requirements of the Work Health and Safety Act and Regulations, an owners corporation is exempt, whereby any area of the common property is only used for residential purposes or if the owners corporation does not engage any worker as an employee. Any scheme that is residential and mixed use schemes that engage an employee, company title buildings, community associations and commercial and retail schemes are captured by the legislation.*

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## MOTION 14. ASBESTOS INSPECTION AND REPORT

That the owners corporation engage a competent person to conduct an asbestos inspection and subsequently provide an Asbestos Register to ensure compliance with the legislative changes (Work Health & Safety Act) noting that if asbestos is found, an Asbestos Management Plan is required to be undertaken, and empower the Strata Committee to implement the Asbestos Plan.

*That the owners corporation note new regulations which came into force 1st January 2012 concerning asbestos in residential and commercial buildings. The regulations now make it mandatory for all workplaces including the common property of owners corporations and commercial buildings built prior to 2004 inspect for the presence of Asbestos Containing Material (ACM). While your owners corporation may not have a part of the common property that is deemed a workplace, we have included this motion for your consideration, as there may be parts of the common property that may have asbestos or asbestos containing material.*

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## MOTION 15. CLADDING INSPECTION

The Owners Corporation resolves:

**(A)** That the Scheme engage a suitable consultant to investigate and report to the Scheme on possible use of combustible cladding products when constructing the improvements which are the subject of the Scheme ("Building"), including:

- (1) Inspecting the Scheme's records.
- (2) Inspecting relevant council records.
- (3) Inspecting the Building.
- (4) Advising on overall Building fire safety, including issues relating to combustible cladding
- (5) Advising on appropriate remedial works.
- (6) Confirming Annual Fire Safety Statements are up to date and that all fire safety measures have been addressed.

**(B)** That the Scheme:

- (1) accept the fee proposal/quotation ("Consultant"); or
- (2) engage a consultant selected by the Strata Committee; or
- (3) engage a consultant selected by the Scheme's strata managing agent.

*The owners corporation should consider engaging a suitable consultant to undertake various searches and advise on building fire safety, including combustible cladding.*



Monday, 27 November 2023

## **Disclosure of Functions Performed Under Delegated Authority For Owners – Strata Plan 85577**

**For the period 01/11/2022 to 31/10/2023**

<b>Item of Delegation</b>	<b>Information</b>	<b>Number processed</b>
<b>Work Orders / Quotation Requests</b>	Work orders and quotations issued to suppliers	<b>3</b>
<b>Documents Registered / Saved to File</b>	Saved correspondence and documents of the building	<b>200</b>
<b>Invoices Processed</b>	Various processed	<b>44</b>
<b>Insurance Claims</b>	Insurance Claim lodged	<b>0</b>
<b>Insurance Renewals</b>	31/05/2023	<b>1</b>
<b>Meetings AGM Conducted</b>	Attending to agenda and minutes	<b>0 Agenda 0 Minutes</b>
<b>Meetings EGM Conducted</b>	Attending to agenda and minutes	<b>0 Agenda 0 Minutes</b>
<b>Meetings SCM Conducted</b>	Attending to agenda and minutes	<b>0 Agenda 0 Minutes</b>
<b>Status Report Processed</b>	Process of Building Status Report	<b>12</b>
<b>Notes   Lot Notes Undertaken</b>	Notes recorded for owners corporation and lots	<b>4</b>



## DISCLOSURE

### Disclosure Statement

Commissions and training services received/provided over the last 12-months are disclosed as follows: Insurance commissions \$0.00. The 1888. Co Pty Ltd received training from Bannermans Lawyers and J.S Mueller and Co. Lawyers. It is estimated that the training received is a total value of \$200 per strata manager per annum. Estimated commission over the next 12-months is expected to be \$0.00 per strata manager per annum for insurance commission.

# MINUTES OF Annual General Meeting



<b>Strata Plan</b>	85577 - 27-29 DURBAR AVENUE, KIRRAWEE
<b>Meeting date</b>	30/11/2022
<b>Commenced</b>	6:00 PM
<b>Apologies</b>	Nil
<b>Pre Meeting Voting</b>	Nil
<b>In Attendance</b>	Lot 1, Lot 5, Lot 8
<b>Proxies</b>	Lot 10 appointing Lot 5
<b>Corporate Authorisation</b>	Nil
<b>Guests</b>	Nil
<b>Quorum</b>	The required Units of Entitlement were present, a quorum was formed
<b>Chairperson</b>	Craig Clark

NETWORK STRATA SERVICES PTY LTD | A.C.N. 064 030 324 | All correspondence: PO Box 265, Hurstville BC NSW 1481

**HEAD OFFICE**  
298 Railway Parade  
Carlton NSW 2218

**SYDNEY CBD SALES OFFICE**  
Level 26, 44 Market St  
Sydney NSW 2000

**WOLLONGONG OFFICE**  
Suite 3.03, 3 Rawson Street  
Wollongong NSW 2500

**P** 1300 638 787  
**E** [admin@netstrata.com.au](mailto:admin@netstrata.com.au)  
**W** [admin@netstrata.com.au](http://admin@netstrata.com.au)

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MOTION 1. Confirm Previous Minutes	RESOLVED	that the minutes of the last general meeting were confirmed as a true and accurate account of the proceedings of that meeting.  <b>Vote:</b> 4 Resolve, 0 Abstain, 0 Defeat
MOTION 2. Confirm Financials	RESOLVED	that the Financial Statements as presented were adopted.  <b>Vote:</b> 4 Resolve, 0 Abstain, 0 Defeat
MOTION 3. Appoint an Auditor	DEFEATED	The Owners Corporation did not appoint an auditor at this time.  <b>Vote:</b> 0 Resolve, 0 Abstain, 4 Defeat
MOTION 4. To confirm the A.F.S.S.	RESOLVED	that the owners considered the Annual Fire Safety Statement and that the Strata Managing Agent shall continue to co-ordinate the inspection process, erection of signage and necessary administrative processes to obtain the statement for the coming year.  It was further resolved that the current fire safety contractor, Catalyst Fire & Electrical was considered competent by the Owners Corporation in accordance with the Environmental Planning and Assessment Amendment (Fire Safety and Building Certification) Regulations 2017.  <b>Vote:</b> 4 Resolve, 0 Abstain, 0 Defeat  <b>Notes:</b> It was noted that there will be no inspection of the child safety window locks for the coming year.
MOTION 5. Consider Building Defects	NO CONSEQUENCE	This motion was marked as a motion of no consequence.
MOTION 6. Confirm Insurances	RESOLVED	that the Owners Corporation's insurances as presented were confirmed.  <b>Vote:</b> 4 Resolve, 0 Abstain, 0 Defeat

MOTION 7. Approve Maintenance	RESOLVED	<p>the Owners Corporation authorised Netstrata to proceed with the schedule of programmed maintenance as included in the Annual General Meeting (AGM) notice.</p> <p><b>Vote:</b> 4 Resolve, 0 Abstain, 0 Defeat</p> <p><b>Notes:</b> The strata committee advised that there were a couple of additional maintenance items to be attended to in the new year with the new strata managing agent.</p>
MOTION 8. Adopt Capital Works Plan	RESOLVED	<p>that the Owners Corporation shall adopt the recommendation of the Capital Works fund plan in their annual budget.</p> <p><b>Vote:</b> 4 Resolve, 0 Abstain, 0 Defeat</p>
MOTION 9. Confirm the Annual Budget	RESOLVED	<p>that the proposed budget as presented be accepted as Administration fund \$33,000 and Capital Works fund \$14,460 for the year commencing 01/11/2022 and that the first contributions become due and payable for both the Administrative and Capital Works fund in quarterly instalments on 15/01/23, 01/04/23, 01/07/23 &amp; 01/10/23.</p> <p><b>Vote:</b> 4 Resolve, 0 Abstain, 0 Defeat</p>
MOTION 10. To Suspend Levy Interest	DEFEATED	<p>The Owners Corporation decided NOT to temporarily suspend levy interest at this time. Levy interest will continue to be charged at 10% per annum, pursuant to Section 85 of the Strata Schemes Management Act 2015.</p> <p><b>Vote:</b> 0 Resolve, 0 Abstain, 4 Defeat</p>
MOTION 11. Allow Payment Plans	DEFEATED	<p>That the Owners Corporation WILL NOT allow payment plans.</p> <p><b>Vote:</b> 0 Resolve, 0 Abstain, 4 Defeat</p>

MOTION 12. Allow Committee Vote	RESOLVED	<p>that the number of members be set at 3 and that the following persons be elected to the Strata Committee from the date of this meeting until the next annual general meeting:</p> <ol style="list-style-type: none"> <li>1. Lot 1 - Bob Greenwood</li> <li>2. Lot 5 - Des Lowe</li> <li>3. Lot 8 - Janice Toogood</li> </ol> <p><b>Vote:</b> 4 Resolve, 0 Abstain, 0 Defeat</p>
MOTION 13. Restrict Committee	RESOLVED	<p>that at this stage there be no changes to the matters that should only be determined by the Owners Corporation in general meeting.</p> <p><b>Vote:</b> 4 Resolve, 0 Abstain, 0 Defeat</p>
MOTION 14. Approve Netstrata to Submit Strata Hub Information Annually	RESOLVED	<p>that the Owners Corporation authorised Netstrata to submit the required information onto the NSW Government portal (Strata Hub) to comply with the Strata Schemes Management Amendment (Information Regulation 2021), and shall provide the strata manager's contact details as the representative for the Strata Committee, Office Bearers and emergency contact for the scheme.</p> <p><b>Vote:</b> 4 Resolve, 0 Abstain, 0 Defeat</p>
MOTION 15. Confirm Manager Report	RESOLVED	<p>that the Owners Corporation reviewed and confirmed the Strata Managers report into Training Services and 3rd Party Commissions in accordance with Sections 55 &amp; 60 of the Strata Schemes Management Act 2015.</p> <p><b>Vote:</b> 4 Resolve, 0 Abstain, 0 Defeat</p>
MOTION 16. Obtain Safety Inspection	DEFEATED	<p>The Owners Corporation will not engage suitably qualified experts to undertake a safety inspection of the common areas at this time.</p> <p><b>Vote:</b> 0 Resolve, 0 Abstain, 4 Defeat</p> <p><b>Notes:</b> The strata committee will continue to report all matters to the strata manager to attend to.</p>

MOTION 17. Pass Keeping of Animals By-Law	DEFEATED BY SPECIAL RESOLUTION	More than 25% of the Unit of Entitlement votes cast at the meeting were against the motion. The Owners Corporation will not pass the amended 'Keeping of Animals' By-Law at this time.  <b>Vote:</b> 100 % against
MOTION 18. To pass the Moving and Delivering of Goods By-law	DEFEATED BY SPECIAL RESOLUTION	More than 25% of the Unit of Entitlement votes cast at the meeting were against the motion. The Owners Corporation will not pass the 'Moving and Delivering of Goods' By-Law at this time.  <b>Vote:</b> 100 % against
MOTION 19. Pass Stationery By- Law	DEFEATED BY SPECIAL RESOLUTION	More than 25% of the Unit of Entitlement votes cast at the meeting were against the motion. The Owners Corporation will not pass 'Special By-Law - Recovery of Stationery Expenses' at this time.  <b>Vote:</b> 100 % against

**CLOSURE:**

The meeting closed at

6:30 PM

Craig Clark

Chairperson

**PROPOSED DATE FOR NEXT MEETING:**

November 2023

**HEAD OFFICE**

298 Railway Parade  
Carlton NSW 2218

**SYDNEY CBD SALES OFFICE**

Level 26, 44 Market St  
Sydney NSW 2000

**WOLLONGONG OFFICE**

Suite 3.03, 3 Rawson Street  
Wollongong NSW 2500

**P** 1300 638 787

**E** admin@netstrata.com.au

**W** admin@netstrata.com.au

## Strata Plan No. 85577

27-29 Durbar Avenue  
Kirrawee NSW 2232

### INSURANCE DETAILS

21 November 2023

<u>Type</u>	<u>Insurer</u>	<u>Policy No</u>	<u>Sum Insured</u>	<u>Due Date</u>
BUILDING	Longitude Insurance Pty Ltd	LNG - STR -	8,415,100	31/05/24
LOSS OF RENT	Longitude Insurance Pty Ltd	LNG - STR -	1,262,265	31/05/24
CATASTROPHE	Longitude Insurance Pty Ltd	LNG - STR -	NOT	31/05/24
PUBLIC LIABILITY	Longitude Insurance Pty Ltd	LNG - STR -	50,000,000	31/05/24
FIDELITY GUARANTEE	Longitude Insurance Pty Ltd	LNG - STR -	100,000	31/05/24
OFFICE BEARERS	Longitude Insurance Pty Ltd	LNG - STR -	1,000,000	31/05/24
VOLUNTARY WORKERS	Longitude Insurance Pty Ltd	LNG - STR -	200,000PA/2,000PW	31/05/24
GOVT AUDIT COSTS	Longitude Insurance Pty Ltd	LNG - STR -	30,000	31/05/24
LEGAL EXPENSES	Longitude Insurance Pty Ltd	LNG - STR -	50,000	31/05/24
WORKPLACE H&S	Longitude Insurance Pty Ltd	LNG - STR -	150,000	31/05/24
MACHINERY	Longitude Insurance Pty Ltd	LNG - STR -	NOT	31/05/24
LOT OWNERS IMPROVE	Longitude Insurance Pty Ltd	LNG - STR -	300,000	31/05/24
WORKERS	Longitude Insurance Pty Ltd	LNG - STR -	NOT	31/05/24
COMMON AREA	Longitude Insurance Pty Ltd	LNG - STR -	84,151	31/05/24
LOT OWNER COMBINED	Longitude Insurance Pty Ltd	LNG - STR -		31/05/24
PAINT & WALLPAPER	Longitude Insurance Pty Ltd	LNG - STR -	Insured	31/05/24
FLOATING FLOOR	Longitude Insurance Pty Ltd	LNG - STR -	Insured	31/05/24
HEALTH & SAFETY	Longitude Insurance Pty Ltd	LNG - STR -		31/05/24
FLOOD COVER	Longitude Insurance Pty Ltd	LNG - STR -	Insured	31/05/24





Issue date: 24 May 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".

<b>INSURED:</b>	The Owners of Strata Plan 85577	
<b>INTERESTED PARTY(S):</b>	<b>Name</b>	<b>Classification</b>
<b>DESCRIPTION OF INSURED BUSINESS:</b>	Residential Strata	
<b>SITUATION OF RISK:</b>	27-29 DURBAR AVENUE, KIRRAWEE, NSW 2232	
<b>SECTION 1:</b>	<b><u>Property - Physical Loss, Destruction or Damage</u></b> Buildings - \$8,415,100.00 Common Contents - \$84,151.00	
<b>SECTION 2:</b>	<b><u>Voluntary Workers Personal Accident</u></b> Accidental Death & Disablement - Insured Weekly Benefits - Insured	
<b>SECTION 3:</b>	<b><u>Office Bearers' Liability</u></b> Limit of Indemnity - \$1,000,000.00 in the aggregate Period of Insurance	
<b>SECTION 4:</b>	<b><u>Fidelity Guarantee</u></b> Limit - \$100,000.00 in the aggregate Period of Insurance	
<b>SECTION 6:</b>	<b><u>Public Liability</u></b> Limit of Indemnity - \$50,000,000.00 each and every Occurrence	
<b>SECTION 7:</b>	<b><u>Government Audit Costs, Workplace Health and Safety Breaches and Legal Expenses</u></b> <b>(a) Taxation and Audit Costs</b> Limit of Indemnity - \$30,000 in the aggregate Period of Insurance  <b>(b) Workplace Health and Safety Breaches</b> Limit of Indemnity - \$150,000 in the aggregate Period of Insurance  <b>(c) Legal Defence Expenses</b> Limit of Indemnity - \$50,000 in the aggregate Period of Insurance	
<b>POLICY NUMBER:</b>	LNG-STR-20164435	
<b>PERIOD OF INSURANCE:</b>	31 May 2023 expiring on 31 May 2024 at 4pm Local Standard Time	
<b>INSURER:</b>	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).



## Strata Plan No. 85577

27-29 Durbar Avenue Kirrawee NSW 2232

### BALANCE SHEET

AS AT 31 OCTOBER 2023

	ACTUAL 31/10/2023	ACTUAL 31/10/2022
<b><u>OWNERS FUNDS</u></b>		
Administrative Fund	6,731.88	6,823.39
Capital Fund	38,544.39	48,781.16
<b><u>TOTAL</u></b>	<b><u>\$ 45,276.27</u></b>	<b><u>\$ 55,604.55</u></b>
<b><u>THESE FUNDS ARE REPRESENTED BY</u></b>		
<b><u>CURRENT ASSETS</u></b>		
Cash On Hand	0.00	56,104.55
Cash At Bank	46,734.57	0.00
Levies In Arrears	984.80	0.00
Interest On Overdue Levies	8.37	0.00
<b><u>TOTAL ASSETS</u></b>	<b><u>47,727.74</u></b>	<b><u>56,104.55</u></b>
<b><u>LIABILITIES</u></b>		
Creditors	660.00	0.00
Levies In Advance	1,791.47	0.00
Levies In Advance	0.00	500.00
<b><u>TOTAL LIABILITIES</u></b>	<b><u>2,451.47</u></b>	<b><u>500.00</u></b>
<b><u>NET ASSETS</u></b>	<b><u>\$ 45,276.27</u></b>	<b><u>\$ 55,604.55</u></b>

## Strata Plan No. 85577

27-29 Durbar Avenue Kirrawee NSW 2232

### STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 01 NOVEMBER 2022 TO 31 OCTOBER 2023

	ACTUAL	BUDGET	ACTUAL
	01/11/22-31/10/23	01/11/22-31/10/23	01/11/21-31/10/22
<b><u>ADMINISTRATIVE FUND</u></b>			
<b><u>INCOME</u></b>			
Administrative Fund Levy	33,000.00	33,000.00	27,803.30
Administrative Fund Discount	(0.02)	0.00	0.00
Insurance Claims	0.00	0.00	3,944.00
Interest On Overdue Levies	8.39	0.00	0.00
<b><u>TOTAL ADMIN. FUND INCOME</u></b>	<b>33,008.37</b>	<b>33,000.00</b>	<b>31,747.30</b>
<b><u>EXPENDITURE - ADMIN. FUND</u></b>			
Accounting - Tax/Bas/Finance	755.00	310.00	301.18
Administration	2,525.75	4,000.00	3,824.00
Administration - Add/Services	1,039.66	540.00	583.30
Archive Storage	155.00	0.00	0.00
Bank Charges	57.10	90.00	72.10
Disbursements/Services	125.39	0.00	0.00
Inspection Fees Paid	0.00	0.00	160.00
Cleaning - Lawns & Gardens	2,849.00	4,000.00	3,553.00
Compliance	255.00	0.00	333.00
Courier	110.00	0.00	0.00
Disbursements	192.38	550.00	1,224.52
Fire - Contract	627.00	0.00	0.00
Fire - Repairs & Servicing	393.71	1,400.00	1,375.79
Fire - Afss Council Fee	164.00	0.00	0.00
Insurance - Premium	13,868.30	15,550.00	13,033.24
Insurance - Premium Stamp Duty	1,067.83	0.00	0.00
Insurance - Valuation	0.00	220.00	220.00
Lift - Telephone	10.14	50.00	38.77
Maint - Gen Repairs & Services	1,401.16	1,400.00	3,689.70
Maint - Plumbing	1,177.00	700.00	1,111.94
Maint - Pump & Pump Equipment	682.00	770.00	649.00
Maint - Roof	0.00	0.00	2,470.00
Utilities - Electricity	1,572.44	2,500.00	1,675.25
Utilities - Rubbish Removal	3,100.00	0.00	0.00
Utilities - Water & Sewerage	972.02	920.00	902.08
<b><u>TOTAL ADMIN. EXPENDITURE</u></b>	<b>33,099.88</b>	<b>33,000.00</b>	<b>35,216.87</b>
<b><u>SURPLUS / DEFICIT</u></b>	<b>\$ (91.51)</b>	<b>\$ 0.00</b>	<b>\$ (3,469.57)</b>

## Strata Plan No. 85577

27-29 Durbar Avenue Kirrawee NSW 2232

### STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 01 NOVEMBER 2022 TO 31 OCTOBER 2023

	ACTUAL	BUDGET	ACTUAL
	01/11/22-31/10/23	01/11/22-31/10/23	01/11/21-31/10/22
Opening Admin. Balance	6,823.39	6,823.39	10,292.96
<b><u>ADMINISTRATIVE FUND BALANCE</u></b>	<b><u>\$ 6,731.88</u></b>	<b><u>\$ 6,823.39</u></b>	<b><u>\$ 6,823.39</u></b>

## Strata Plan No. 85577

27-29 Durbar Avenue Kirrawee NSW 2232

### STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 01 NOVEMBER 2022 TO 31 OCTOBER 2023

	ACTUAL	BUDGET	ACTUAL
	01/11/22-31/10/23	01/11/22-31/10/23	01/11/21-31/10/22
<b><u>CAPITAL FUND</u></b>			
<b><u>INCOME</u></b>			
Capital Fund Levies	14,460.19	14,460.00	13,899.40
Capital Fund Discount	0.04	0.00	0.00
<b><u>TOTAL CAPITAL FUND INCOME</u></b>	<b>14,460.23</b>	<b>14,460.00</b>	<b>13,899.40</b>
<b><u>EXPENDITURE - CAPITAL FUND</u></b>			
Pumps & Pump Equipment	8,360.00	0.00	0.00
Building Repairs	528.00	14,460.00	2,295.00
General Replacements	420.00	0.00	0.00
Gutters & Downpipes	10,835.00	0.00	0.00
Landscaping	1,650.00	0.00	0.00
Painting & Surface Finish	2,904.00	0.00	0.00
<b><u>TOTAL CAP. FUND EXPENDITURE</u></b>	<b>24,697.00</b>	<b>14,460.00</b>	<b>2,295.00</b>
<b><u>SURPLUS / DEFICIT</u></b>	<b>\$ (10,236.77)</b>	<b>\$ 0.00</b>	<b>\$ 11,604.40</b>
Opening Capital Fund Balance	48,781.16	48,781.16	37,176.76
<b><u>CAPITAL FUND BALANCE</u></b>	<b>\$ 38,544.39</b>	<b>\$ 48,781.16</b>	<b>\$ 48,781.16</b>

PAYMENT PLAN	Recommended Annual Capital Works Fund Payment Plan and verification of the recommendations			Page 5
10 Year Plan for:	The Owners of Strata Plan 85577 - 27-29 Durbar Avenue, GyMEA		Strata Plan:	SP85577
Period covered by the Plan:	31 October 2021 to 31 October 2031		Plan prepared on:	20 January 2021

End of Year	Year Ending	Recommended Fund Payment	Annual % change in Fund Payment	Adjustment to Fund Payment (increase/decrease)	Fund Balance + Interest + Annual Fund Payment	Costs in each year refer to the table above (page 3)	Fund Balance	Interest on the Fund Balance
A	B	C	D	E	F	G	H	I
					H+I+C		F-G	0.75%
							\$22,500	\$169
1	Oct-22	\$13,910			\$36,578	\$518	\$36,061	\$270
2	Oct-23	\$14,466	4.00%		\$50,797	\$1,714	\$49,083	\$368
3	Oct-24	\$15,045	4.00%		\$64,496	\$7,318	\$57,178	\$429
4	Oct-25	\$15,646	4.00%		\$73,254	\$7,000	\$66,254	\$497
5	Oct-26	\$16,272	4.00%		\$83,023	\$9,969	\$73,053	\$548
6	Oct-27	\$16,923	4.00%		\$90,524	\$9,376	\$81,148	\$609
7	Oct-28	\$17,600	4.00%		\$99,357	\$11,023	\$88,334	\$663
8	Oct-29	\$18,304	4.00%		\$107,300	\$13,652	\$93,648	\$702
9	Oct-30	\$19,036	4.00%		\$113,387	\$54,986	\$58,401	\$438
10	Oct-31	\$19,798	4.00%		\$78,637	\$23,295	\$55,342	\$415
11	Oct-32	\$20,590	4.00%		\$76,347		\$76,347	\$573

Note: some figures may be rounded

Assumptions		Our Recommendation of the Annual Fund Payments for the next 11 years is set out in the Table above. Column C (Recommended Fund Payment) may include Extra Costs Payments (positive adjustment) or reductions in the Recommended Fund Payment (negative adjustment) from Column E to ensure that the Fund Balance remains positive in each year. Column F includes the Fund Balance as at the end of the previous year plus any interest earned plus the Recommended Fund Payment for the current year. Column G sets out the Anticipated Expenses in each year as set out on Pages 3 and 4. Column H is the Fund Balance which remains positive and proves our Recommendations are correct.
Base Annual Capital Works Fund contribution for Capital Items	\$13,910	
Buffer (or adjustment to the base annual contribution)		
<b>Recommended Annual Fund Contribution (After Buffer)</b>	<b>\$13,910</b>	
Current Annual Capital Works Fund contribution (as instructed)	\$13,336	
Current Capital Works Fund Balance (as instructed)	\$22,500	
Annual Capital Works Fund Payment increase rate	4.00%	
Adopted Investment Rate after tax	0.75%	

## Strata Plan No. 85577

27-29 Durbar Avenue Kirrawee NSW 2232

### PROPOSED ANNUAL BUDGET

		ACTUAL 01/11/22-31/10/23	BUDGET 01/11/22-31/10/23	BUDGET 01/11/23-31/10/24
100	<b><u>ADMINISTRATIVE FUND</u></b>			
1000	<b><u>INCOME</u></b>			
101	Administrative Fund Levy	33,000.00	33,000.00	34,300.00
1011	Administrative Fund Discount	(0.02)	0.00	0.00
1095	Interest On Overdue Levies	8.39	0.00	0.00
1191	<b><u>TOTAL ADMIN. FUND INCOME</u></b>	<b>33,008.37</b>	<b>33,000.00</b>	<b>34,300.00</b>
120	<b><u>EXPENDITURE - ADMIN. FUND</u></b>			
12110	Accounting - Tax/Bas/Finance	755.00	310.00	810.00
12250	Administration	2,525.75	4,000.00	3,654.00
12255	Administration - Add/Services	1,039.66	540.00	800.00
12520	Archive Storage	155.00	0.00	200.00
12705	Bank Charges	57.10	90.00	80.00
12925	Disbursements/Services	125.39	0.00	500.00
13105	Cleaning - Lawns & Gardens	2,849.00	4,000.00	2,900.00
13250	Compliance	255.00	0.00	0.00
13261	Courier	110.00	0.00	0.00
13310	Disbursements	192.38	550.00	0.00
13605	Fire - Contract	627.00	0.00	700.00
13615	Fire - Repairs & Servicing	393.71	1,400.00	600.00
13617	Fire - Afss Council Fee	164.00	0.00	165.00
14310	Insurance - Premium	13,868.30	15,550.00	14,500.00
14315	Insurance - Premium Stamp Duty	1,067.83	0.00	1,500.00
14320	Insurance - Valuation	0.00	220.00	0.00
14812	Lift - Telephone	10.14	50.00	30.00
14914	Maint - Gen Repairs & Services	1,401.16	1,400.00	1,400.00
14965	Maint - Plumbing	1,177.00	700.00	800.00
14975	Maint - Pump & Pump Equipment	682.00	770.00	700.00
17005	Utilities - Electricity	1,572.44	2,500.00	1,700.00
17020	Utilities - Rubbish Removal	3,100.00	0.00	3,200.00
17030	Utilities - Water & Sewerage	972.02	920.00	0.00
189	<b><u>TOTAL ADMIN. EXPENDITURE</u></b>	<b>33,099.88</b>	<b>33,000.00</b>	<b>34,239.00</b>
190	<b><u>SURPLUS / DEFICIT</u></b>	<b>\$ (91.51)</b>	<b>\$ 0.00</b>	<b>\$ 61.00</b>
195	Opening Admin. Balance	6,823.39	6,823.39	6,731.88
199	<b><u>ADMINISTRATIVE FUND BALANCE</u></b>	<b>\$ 6,731.88</b>	<b>\$ 6,823.39</b>	<b>\$ 6,792.88</b>

## Strata Plan No. 85577

27-29 Durbar Avenue Kirrawee NSW 2232

### PROPOSED ANNUAL BUDGET

		ACTUAL 01/11/22-31/10/23	BUDGET 01/11/22-31/10/23	BUDGET 01/11/23-31/10/24
100A	NUMBER OF UNITS OF ENTITLEMENT:		1,000	1,000
100B	AMOUNT PER UNIT OF ENTITLEMENT:	\$	33.0000 \$	34.3000

## Strata Plan No. 85577

27-29 Durbar Avenue Kirrawee NSW 2232

### PROPOSED ANNUAL BUDGET

		ACTUAL 01/11/22-31/10/23	BUDGET 01/11/22-31/10/23	BUDGET 01/11/23-31/10/24
200	<b><u>CAPITAL FUND</u></b>			
2000	<b><u>INCOME</u></b>			
201	Capital Fund Levies	14,460.19	14,460.00	15,002.00
2011	Capital Fund Discount	0.04	0.00	0.00
2191	<b><u>TOTAL CAPITAL FUND INCOME</u></b>	<b>14,460.23</b>	<b>14,460.00</b>	<b>15,002.00</b>
220	<b><u>EXPENDITURE - CAPITAL FUND</u></b>			
23009	Pumps & Pump Equipment	8,360.00	0.00	2,000.00
23010	Building Repairs	528.00	14,460.00	5,000.00
24005	General Replacements	420.00	0.00	500.00
24008	Gutters & Downpipes	10,835.00	0.00	2,000.00
24050	Landscaping	1,650.00	0.00	0.00
25805	Painting & Surface Finish	2,904.00	0.00	0.00
289	<b><u>TOTAL CAP. FUND EXPENDITURE</u></b>	<b>24,697.00</b>	<b>14,460.00</b>	<b>9,500.00</b>
290	<b><u>SURPLUS / DEFICIT</u></b>	<b>\$ (10,236.77)</b>	<b>\$ 0.00</b>	<b>\$ 5,502.00</b>
295	Opening Capital Fund Balance	48,781.16	48,781.16	38,544.39
299	<b><u>CAPITAL FUND BALANCE</u></b>	<b>\$ 38,544.39</b>	<b>\$ 48,781.16</b>	<b>\$ 44,046.39</b>
200A	NUMBER OF UNITS OF ENTITLEMENT:		1,000	1,000
200B	AMOUNT PER UNIT OF ENTITLEMENT:	\$	14.4600	\$ 15.0020



## Strata Plan No. 85577

### LOT BUDGET SUMMARY

31/10/2024

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

Lot No	Unit No	Entitlement	Administrative Fund			Capital Fund			Net Total
			Gross	Discount	Net	Gross	Discount	Net	
1	1	86	737.45	0.00	737.45	322.54	0.00	322.54	1,059.99
2	2	88	754.60	0.00	754.60	330.04	0.00	330.04	1,084.64
3	3	86	737.45	0.00	737.45	322.54	0.00	322.54	1,059.99
4	4	83	711.72	0.00	711.72	311.29	0.00	311.29	1,023.01
5	5	83	711.72	0.00	711.72	311.29	0.00	311.29	1,023.01
6	6	82	703.15	0.00	703.15	307.54	0.00	307.54	1,010.69
7	7	82	703.15	0.00	703.15	307.54	0.00	307.54	1,010.69
8	8	83	711.72	0.00	711.72	311.29	0.00	311.29	1,023.01
9	9	82	703.15	0.00	703.15	307.54	0.00	307.54	1,010.69
10	10	81	694.58	0.00	694.58	303.79	0.00	303.79	998.37
11	11	81	694.58	0.00	694.58	303.79	0.00	303.79	998.37
12	12	83	711.72	0.00	711.72	311.29	0.00	311.29	1,023.01
Total			\$8,574.99	\$0.00	\$8,574.99	\$3,750.48	\$0.00	\$3,750.48	\$12,325.47

# Fire Safety Statement

Part 12 of the Environmental Planning and Assessment (Development Certification and Fire Safety) Regulation 2021



## Section 1: Type of statement

This is (mark applicable box): ☒ an annual fire safety statement (complete the declaration at [Section 8](#) of this form)  
☐ a supplementary fire safety statement (complete the declaration at [Section 9](#) of this form)

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

This statement applies to: ☒ the whole building ☐ part of the building

Address (Street No., Street Name, Suburb and Postcode)

27-29 DURBAR AVE GYMEA NSW 2227

Lot No. (if known)

DP/SP (if known)

Building Name (if applicable)

Strata Plan 85577

ORANA

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

PART: WHOLE BUILDING

BUILDING USE: CLASS 1A, CLASS 7A

CONSTRUCTION TYPE: TYPE A

STORIES ABOVE GROUND: 2

STORIES BELOW GROUND: 1

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

Full Name (Given Name/s and Family Name) \*

Owners corporation: Strata Plan 85577

\* Where the owner is not a person/s but an entity including a company or trust insert the full name of that entity.

Address (Street No., Street Name, Suburb and Postcode)

27-29 Durbar Ave GyMEA NSW 2227

# Fire Safety Statement

Part 12 of the Environmental Planning and Assessment (Development Certification and Fire Safety) Regulation 2021



## Section 4: Fire safety measures

Fire safety measure	Minimum standard of performance	Date(s) assessed	APFS*
EMERGENCY LIGHTING	BCA 2009 CLAUSE E4.2 & E4.4 AS 2293.1 - 2005	21/02/2023	F022346A
EXIT SIGNS	BCA 2009 CLAUSE E4.5, E4.6 & E4.8 AS 2293.1 - 2005	21/02/2023	F022346A
FIRE DOORS	BCA 2009 SPEC C3.4 AS 1905.1 - 2005 (14 X 1HR TO SOU'S & FIRE EXITS 1 & 2 & 2 X 2HR TO FIRE EXITS 1 & EDB)	21/02/2023	F022346A
FIRE HOSE REEL SYSTEM	BCA 2009 CLAUSE E1.4 AS 2441 - 2005	21/02/2023	F022346A
FIRE HYDRANT SYSTEMS	BCA 2009 CLAUSE E1.3 AS 2419.1 - 2005	21/02/2023	F022346A
FIRE RATED GLASS BLOCK WINDOWS (WESTERN WALL UNIT 1)	BCA 2009 SPEC C3.4 FRL -/60/- SOLARIS GLASS BLOCKS, 190X190X80 GERMAN TEST CERT IBMB3982/6800-MP 8/11/2000 & CSIRO ASS NO. FCO-2115 26/5/2004	21/02/2023	F022346A
FIRE SEALS PROTECTING OPENINGS IN FIRE RESISTING	BCA 2009 CLAUSE C3.15 AS 1530.4 - 2005 & AS 4072.1 - 2005	21/02/2023	F022346A
LIGHTWEIGHT CONSTRUCTION (WESTERN WALL UNIT 1)	BCA 2009 CLAUSE C1.8 & SPEC C1.8 MANUFACTURERS SPECIFICATION	21/02/2023	F022346A
PORTABLE FIRE EXTINGUISHERS	BCA 2009 CLAUSE E1.6 AS 2444 - 2001	21/02/2023	F022346A
SMOKE & HEAT ALARMS	BCA 2009 SPEC E2.2A CLAUSE 3 AS 3786	21/02/2023	F022346A
SOLID CORE DOOR (WC IN CARPARK)	BCA 2009 CLAUSE C3.11(D)	21/02/2023	F022346A

\* See notes on page 4 about how to correctly identify an accredited practitioner (fire safety) (APFS). Also, new rows can be added if required.

## Section 5: Inspection of fire exits and paths of travel to fire exits (Part 15)

Part of the building inspected	Date(s) Inspected	APFS*
PATHS OF TRAVEL TO EXIT - WHOLE BUILDING	21/02/2023	F022346A

\* See notes on page 4 about how to correctly identify an accredited practitioner (fire safety) (APFS). Also, new rows can be added if required.

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

Full name (Given Name/s and Family Name)	Address	Phone	APFS*	Signature
MERRICK RACE	PO Box 1098, GYMEA, NSW 2227	(02) 9526 1170	F022346A	

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



# Fire Safety Statement

Part 12 of the Environmental Planning and Assessment (Development Certification and Fire Safety) Regulation 2021



## Section 7: Details of the person making the declaration in section 8 or 9 #

Full name (Given Name/s and Family Name)

Katherine Smith

Organisation (if applicable)

Foreshew Strata Agency

Title/Position (if applicable)

Compliance Officer

Address (Street No, Street Name, Suburb and Postcode)

PO Box 318 Menai Central NSW 2234

Phone

02 8379 6631

Email

katie@foreshewstrata.com.au

# The person making the declaration in section 8 or 9 must not be an APFS listed in section 6 or their employer/employee or direct associate.

## Section 8: Annual fire safety statement declaration

I, Katherine Smith on behalf of SP85577 (insert full name) being the: ☐ owner ☒ owner's agent

declare that:

- a) each essential fire safety measure specified in this statement has been assessed by an accredited practitioner (fire safety) as capable of performing:
- for an essential fire safety measure specified in the fire safety schedule, to a standard no less than that specified in the schedule, or
  - for an essential fire safety measure applicable to the building but not specified in the safety schedule, to a standard no less than that to which the measure was originally designed and implemented, and
- b) the building has been inspected by an accredited practitioner (fire safety) and was found, when it was inspected, to be in a condition that did not disclose grounds for a prosecution under Part 15 of the Regulation.

Owner/Agent Signature

*Katherine Smith*

Date issued

18 May 2023



## Section 9: Supplementary fire safety statement declaration

I, \_\_\_\_\_ (insert full name) being the: ☐ owner ☐ owner's agent

declare that each critical fire safety measure specified in this statement has been assessed by an accredited practitioner (fire safety) as capable of performing to at least the standard required by the current fire safety schedule for the building.

Owner/Agent Signature

Date issued

### Note:

- A fire safety statement for a building must not be issued unless the statement is accompanied by a fire safety schedule for the building in accordance with the Regulation.
- The building owner(s) are also responsible for ensuring that essential fire safety measures are maintained in accordance with section 81 of the Regulation. An agent cannot be made responsible for this requirement.

## FIRE SAFETY SCHEDULE

ENVIRONMENTAL PLANNING & ASSESSMENT REGULATION 2000 - REG 168

### Building Details

Owners Details: Strata Plan 85577  
 Property Address: 27-29 Durbar Ave  
 Kirrawee NSW 2232  
 Classification of Building: Class 2, Class 7a

Fire Safety Measures currently implemented in the Building

	Essential fire safety measures	Standard of performance
1	Emergency lighting	BCA 2009 Clause E4.2 & E4.4 AS 2293.1 - 2005
2	Exit signs	BCA 2009 Clause E4.5 & E4.8 AS 2293.1 - 2005
3	Fire doors	BCA 2009 Spec C3.4 AS 1905.1 - 2005 (14 x 1hr to SOU's & fire exits 2 & 3 & 2 x 2hr to fire exits 1 & EDB)
4	Fire hydrant systems	BCA 2009 Clause E1.3 AS 2419.1 - 2005
5	Fire seals protecting openings in fire resisting components of the building	BCA 2009 Clause C3.15 AS 1530.4 - 2005 & AS 4072.1 - 2005
6	Fire rated glass block windows (Western wall Unit 1)	BCA 2009 Spec C3.4 FRL -/60/- Solaris Glass blocks, 190x190x80 German Test Cert IBMB3982/6800-Mp 8/11/2000 & CSIRO Ass No. FCO-2115 26/5/2004
7	Hose reel systems	BCA 2009 Clause E1.4 AS 2441 - 2005
8	Lightweight construction (Western wall Unit 1)	BCA 2009 Clause C1.8 & Spec C1.8 manufacturers specification
9	Portable Fire Extinguishers	BCA 2009 Clause E1.6 AS 2444 - 2001
10	Smoke & Heat Alarms	BCA 2009 Spec E2.2 AS 3786 - 1993
11	Solid Core Door (WC in car park)	BCA 2009 Clause C3.11 (d)

No Fire Safety Measures are to be removed without prior notification to Council

Revision Date: April 2022

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## IMPORTANT INFORMATION ABOUT VOTING AT THE ANNUAL GENERAL MEETING

In these notes -

- (a) A **priority vote** means a vote by:
- an enrolled mortgagee having priority over any other mortgagee or enrolled covenant chargee; or
  - an enrolled covenant chargee having priority over any enrolled mortgagee; or
  - an enrolled covenant chargee where there is no enrolled mortgagee.
- (b) A **proxy** means a person appointed as a proxy by an instrument in the prescribed form.
- (c) A **person entitled to vote** means (unless otherwise specified) a person entitled to vote on a motion other than a motion requiring a unanimous resolution.
1. A vote at the meeting by the owner of a lot does not count if a priority vote in respect of the lot is cast in relation to the same matter.
  2. An owner of a lot, or a person with a priority vote in respect of a lot, may not vote at the 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 that are owing at the date of this notice.
  3. If you, as the addressee of this notice:
    - (a) are not a corporation, then voting and other rights conferred by Schedule 1 of the Strata Schemes Management Act 2015 or by Schedule 1 of the Community Land Management Act 2021, whichever is relevant, may be exercised by you in person or by proxy; or
    - (b) are a corporation, then voting and other rights conferred by that Schedule may be exercised only by your company nominee in person, or by proxy appointed by the corporation.
  4. Your right to vote as an owner, company nominee or person with a priority vote also depends upon your name being recorded on the strata roll.
-

## PROXY FORM (if the ballot form was completed, you do not need to complete the proxy form)

Date SP# Lot# I/We

Signature of Owner(s)/Co-Owner(s) **NB: All owners of the lot must sign**

### Who Do You Wish to Appoint?

Name Address of Proxy

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

#### PLEASE READ CAREFULLY

*\*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 has **20** lots or less, **one (b)** if the strata has **more than 20 lots**, a number that is equal to not more than 5% of the **total number of lots**.*

*\*\*If the above appointed proxy 'Person' **already holds the maximum number of proxies accepted**, we nominate the following 'Person' as an **alternative**.*

### Alternative Proxy Appointment?

Name Address of Proxy

Period of number of meetings for which appointment of proxy has effect for:

*\*Tick and complete whichever applies*

1 Meeting OR 2 consecutive annual general meetings OR 12 months

*\*The appointment cannot have effect for more than 12 months or 2 consecutive annual general meetings, whichever is the greater*

#### AUTHORITY TO VOTE ON ALL MATTERS.

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

#### AUTHORITY TO VOTE ON THE FOLLOWING 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 which you want the proxy to vote.]

MOTION	FOR	AGAINST	ABSTAIN	MOTION	FOR	AGAINST	ABSTAIN
1				2			
3				4			
5				6			
7				8			
9				10			
11				12			
13				14			
15				16			
17				18			
19				20			
21				22			
23				24			

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

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

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

**Notes on appointment of proxies:**

1 This form is ineffective unless it contains the date on which it was made and it is given to the secretary of the owners corporation at least 24 hours before the first meeting in relation to which it is to operate (in the case of a large strata scheme) or at or before the first meeting in relation to which it is to operate (in any other case).

2 This form will be revoked by a later proxy appointment form delivered to the secretary of the owners corporation in the manner described in the preceding paragraph.

3 This 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 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 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/other material benefit on the proxy, if the proxy is a strata managing agent, building manager, on-site residential property manager, or
- (c) if the right to vote on any such matter is limited by this form





## Ballot Form

s15 of the Strata Schemes Management Regulation 2016

Strata Plan #

Date of Meeting

Email Ballot Form to *\*prior to closing date* meetings@the1888.au

Closing date/Time for Ballot form to be returned

**Voting** *\*only vote per below as to the number of motions in the agenda*

MOTION	FOR	AGAINST	ABSTAIN	MOTION	FOR	AGAINST	ABSTAIN	MOTION	FOR	AGAINST	ABSTAIN
1				2				3			
4				5				6			
7				8				9			

MOTION	FOR	AGAINST	ABSTAIN	MOTION	FOR	AGAINST	ABSTAIN	MOTION	FOR	AGAINST	ABSTAIN
10				11				12			
13				14				15			
16				17				18			

MOTION	FOR	AGAINST	ABSTAIN	MOTION	FOR	AGAINST	ABSTAIN	MOTION	FOR	AGAINST	ABSTAIN
19				20				21			
22				23				24			
25				26				27			

### **Your Details**

Lot Number

Name

Capacity

*\*If you have been appointed via proxy, provide a copy of the completed proxy form.*

#### **Voting Instructions:**

- (1) The ballot paper must be completed and full by marking the appropriate for either for or against for each respective motion per the meeting agenda
- (2) You must date and complete your details, including the name(s) of all lot owners or if in a copy name, the capacity in which you are voting, if the vote is a proxy vote the name and the capacity of the person who gave the proxy and the name of the company and date the ballot paper

#### **Information about voting via ballot**

- (1) In accordance with clause 16 of the Strata Schemes Management Regulations 2016, casting a vote by means of ballot is **informal if you do not complete this ballot for in full and as required**
- (2) If neither **For** or **Against** is marked it will be taken that you have **abstained** from voting on that motion

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# NOTICE OF STRATA COMMITTEE MEETING

## STRATA PLAN NO. 85577

**MEETING DATE & TIME** Tuesday 05 December 2023 immediately following the AGM  
**LOCATION** Meeting via Zoom Conference

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The agenda lists the items of business and motions to be considered at the meeting.

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### MOTION 1. DISCLOSURE OF PECUNIARY INTEREST

That if any member of the Strata Committee has a direct or indirect pecuniary interest in a matter being considered or about to be considered at a meeting; or the interest appears to raise a conflict with the proper performance of the members duties, that the meeting Strata Committee members resolve how that declaration is to be accommodated at the meeting.

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### MOTION 2. MINUTES

That the minutes of the previous Strata Committee Meeting of the Owners Corporation be confirmed as a true and accurate account of the proceeding at that meeting - **Nil on File.**

---

### MOTION 3. OFFICE BEARERS ELECTION {CHAIRPERSON, SECRETARY AND TREASURER}

That the positions of Chairperson, Secretary and Treasurer be elected.

---

### MOTION 4. REPRESENTATIVE APPOINTMENT

That the Owners Corporation elect a main contact person who is the person to deal directly with the Strata Managing Agent for and on behalf of the Strata Committee for matters with respect to requests, approvals and day-to-day matters for the building.

The nominated Strata Committee Member, can provide instructions to the Managing Agent, which is for and on behalf of the Owners Corporation.

---

### MOTION 5. INSURANCE VALUATION

That the property of the Owners Corporation be re-valued for insurance purposes and that the Strata Managing Agent adjusts the building sum insured in accordance with the valuation.

The last Insurance Valuation was carried out **March 2021** for \$7,760,000.

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## MOTION 6. INVOICE HUB

That the Strata Committee elect a Committee member as the nominated person for the use of the Invoice Hub.

NB: It is a requirement to elect a member and establish the threshold for approvals.

NOTE: This excludes payment to NSW Government Registration Fee (Strata Hub)

### OPTION 1 - Approval for all invoices

### OPTION 2 - Approval for invoices above an agreed amount

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## MOTION 7. NSW GOVERNMENT HUB REPORTING

That The 1888. Co Pty Ltd is authorised to register the Chairperson and secretary with NSW Government Strata Hub and that the scheme has agreed to have the Chairperson and Secretary contact details uploaded to the portal.

The Strata Managing Agent is authorised to report the other information required to be uploaded to the NSW Government Strata Hub, inclusive of last AGM, Capital Fund Amount, whether the complex is subject to an AFSS, NABERS rating if applicable.

The Strata Managing Agent has authority to pay the NSW Government Registration Fee without uploading to invoice

*Each strata scheme must report the name, phone number and email of their Secretary; chairperson; strata manager and building manager (if any).*

- *The email address doesn't have to be a personal email address. It can be a role based email address such as secretary@xxx. The secretary and chairperson's phone numbers will not be disclosed.*
- *Only one emergency services contact is needed, but your strata scheme can provide more.*
- *Emergency services agencies may use the emergency services contacts, if needed.*
- *Strata scheme information in the portal is protected by robust privacy and security measures. This includes user verification through proof of identity.*
- *The public will be able to access basic information only using the Strata search.*
- *More reported information will later become available via the Strata search including:*
  - *date of the last AGM*
  - *number of storeys above ground (for apartment buildings)*
  - *usage (for example, residential, commercial or retirement village)*
  - *if a strata scheme is part of a larger community or precinct scheme*
  - *map showing where the strata scheme is located.*
  - *Information only visible to people in the strata scheme includes:*
    - *email address for the secretary and chairperson (note: their phone numbers will be recorded but not disclosed)*
    - *contact details for the strata manager and building manager (if any)*
    - *the date of issue for the latest annual fire safety statement*
    - *whether the strata scheme has formed a strata renewal committee and the date it was established.*

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

As owner of lot ..... in strata scheme 85577, I/we,  
....., nominate the below name person as  
a candidate for election as a member of the strata committee at the General Meeting of The  
Owners – Strata Plan No. 85577.

**Nominee's Consent:** I, the above named nominee, confirm that I consent to being nominated as a candidate for election as a member of the strata committee as set out in this notice.

Date of this notice:	/	/	
<b>Individual lot owner:</b>			
Signed:			
.....			
Owner			
<b>Company lot owner:</b>			
Executed for an on behalf of the owner named above pursuant to section 127 of the Corporations Act 2001 by the persons named below:			
.....	.....		
Signature of Director / Secretary	Signature of Director		
.....	.....		
Name of Director / Secretary	Name of Director		

**VoteMax provides owners the ability of voting electronically, in lieu of attending the meeting or providing a proxy form.**

## **What is VoteMax**

VoteMax can be used to cast votes electronically - either when no physical meeting is being held or if votes are needed prior to a meeting.

## **Accessing VoteMax**

First things first, in order to access VoteMax, you will need to have a StrataMax Portal Account. If you do not have one, take a look at our [Create a StrataMax Portal Account](https://portalhelp.stratamax.com/help/creating-a-stratamax-portal-account), via the following link:

<https://portalhelp.stratamax.com/help/creating-a-stratamax-portal-account>

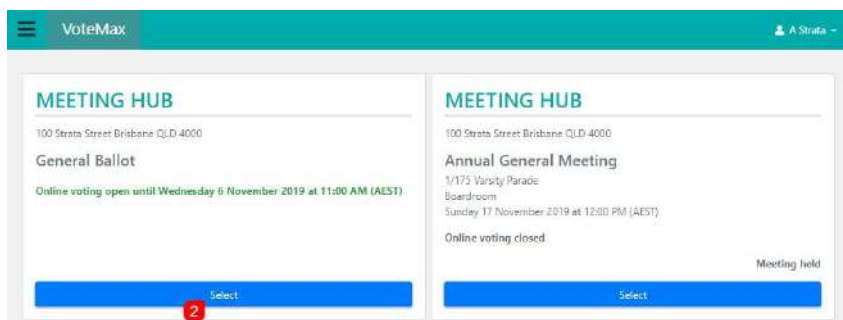
1. After logging into your StrataMax Portal account, click the VoteMax tab. This will launch VoteMax.



## Meeting/Ballot Overview

1. Any properties linked to your StrataMax Portal Account will be listed here if there is an upcoming meeting or a ballot. If electronic voting is enabled for a meeting, the Online voting details will be displayed as well.

If you are expecting to see Meetings or Ballots, but none are present, please contact The 1888 Co. Pty Ltd: [meetings@the1888.au](mailto:meetings@the1888.au)



2. When you click the **Select** button, the meeting details screen opens with all the relevant information, which has been entered by the Strata Manager.

1. **Meeting List**

This will return you to the previous screen displaying the list of meetings available for electronic voting for your property.

2. **Cast Votes**

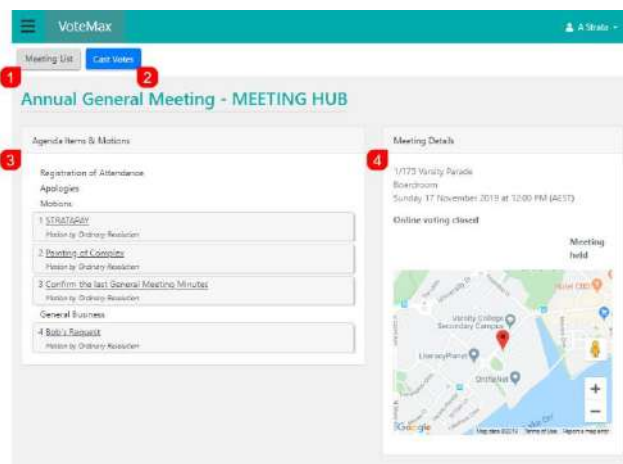
Click this to start casting your votes.

3. **Agenda Items & Motions**

Meeting Agenda Items and Motions will be listed here. Any items that have information within them can be previewed by clicking on the link, and any attachments can be downloaded.

4. **Meeting Details**

If a meeting is to be held at a physical address or location, the date, time and location of the meeting will be displayed. The voting window period will also be displayed.



## Casting Votes

VoteMax can be used to cast your votes if no physical meeting is held or used to cast your votes prior to the meeting being held.

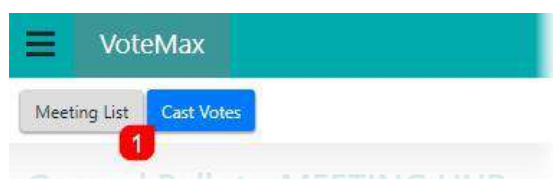
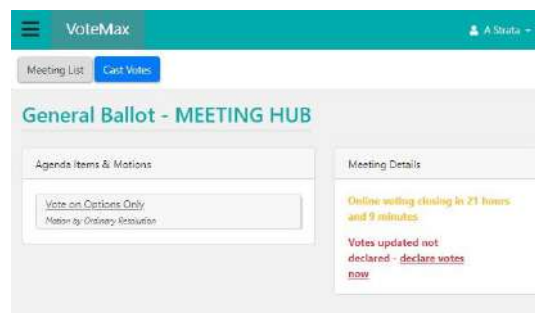
Your meeting will set for a certain time frame where votes can be cast, declared or amended prior to the meeting.

First things first, in order to access VoteMax, you will need to have a **StrataMax Portal Account**.

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## Vote on a Motion

Click the **Cast Votes** button to start casting your votes in VoteMax.

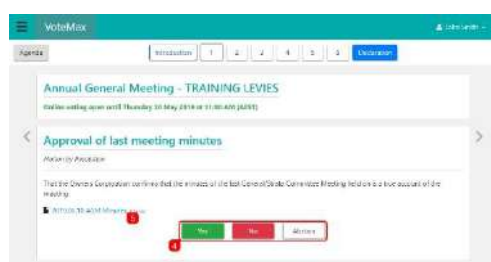


In the **Introduction** screen, confirm your details and use the drop-down menu to select the **Capacity** in which you are representing this lot or lots. If you own more than one lot and you have added the lots to your StrataMax Portal Account; you will only be required to vote once as your votes will be submitted for all lots detailed under *Representing*.

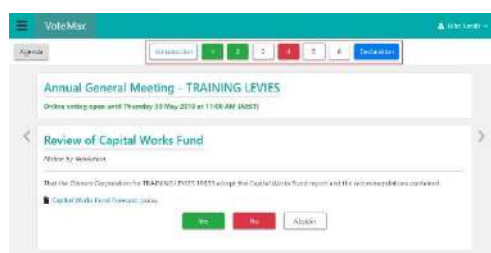


Then click the **Proceed** button.

Select your vote for the Motion by clicking the **Yes**, **No**, or **Abstain** buttons. If there are any attachments in the motions, they can be downloaded by clicking on their respective links.



As you cast your vote for each motion, the numbered motion buttons at the top of the screen will change colour to green for **Yes**, red for **No**, or white with a blank outline for **Abstain**.





# Vote Declaration

Once you have voted on all the Motions, you will need to declare your votes.

1. Tick the **voting declaration** tick box.
2. Then click the **Declare Votes** button.

VoteMax

Agenda Introduction Election 2 3 Declaration

General Ballot - MEETING HUB Online voting closing in 7 hours and 14 minutes

Declaration

**Voting Declaration:**  
I declare that I am authorised to vote in the capacity stated below and that my votes will be recorded for the following lots. I acknowledge that my attendance will be noted as 'by electronic vote', and will contribute to the meeting quorum.

Name  
A Strata

Representing  
Lot 1

Capacity  
Owner

**Committee Election Motion**

Chairperson: ANDERSON, Alfred  
Secretary: BROWN, Bert  
Treasurer: BROWN, Bert  
Ordinary member: CARTER, Colin

**Motion of Secretary**  
Motion by Ordinary Resolution

**Painting of Complex**  
Motion by Ordinary Resolution

**Vote on Options Only**  
Motion by Ordinary Resolution

☒ I warrant that the information I have provided is true and correct and accept the above voting declaration.

1

2 Declare Votes

3. The browser window will now return you to the Meeting list, and you will receive an email with a confirmation of the votes you have submitted.

StrataMax

**Confirmation of votes submitted**

Thank you for submitting your online votes for the following meeting:

**General Ballot- MEETING HUB (2020)**

Meeting Details  
100 Strata Street, Brisbane QLD, Australia

Name  
A Strata

Representing  
Lot 1

Capacity  
Owner

1. Election of Committee

Chairperson: ANDERSON, Alfred  
Secretary: BROWN, Bert  
Treasurer: BROWN, Bert  
Ordinary member: CARTER, Colin

2. Painting of Complex  
Motion by Ordinary Resolution

No

3. Vote on Options Only  
Motion by Ordinary Resolution

A

Return to [VoteMax](#) to view details of this meeting and to review or change your votes.

Changes can be made anytime prior to the close of online voting on 20 August 2019 at 10:30 AM (AEST) or by attending the meeting in person.

This is a system generated email. Please do not reply directly to this email as it may not be delivered.

**ORANA Complex 27-29 DURBAR AVENUE KIRRAWEE NSW 2232**

**Contract No: Strata Plan 85577**

**Minutes of Extraordinary General Meeting held via Zoom 6<sup>th</sup> September 2022 @ 6.00 pm**

**Attendees** - Bob Greenwood (Unit 1), Des Lowe (Unit 5), Linda Davies (Unit 12), Greg Vandepol (Unit 2), Jill Emanuel (Unit 6), Jon Tam (Unit 9) and Inna Katlynska (Unit 11), Jan Toogood (Unit 8), Brijesh Pathak (Unit 4), Louise Mann (Unit 10)

**Apologies** - Emily Stone (Unit 3) and Niki Corich (Unit 7)- Proxy signed by both Units 3 & 7

**Guest**            Tony Foreshow of Foreshow Strata Agency

**Meeting opened 6.00 pm**

The Chairman, Bob Greenwood, opened the meeting restating that the intention was to vote on replacing existing Strata Managers (Netstrata Strata Management) with Foreshow Strata Agency. He spoke to the motion and tabled a brief cost comparison. He introduced Tony Foreshow of Foreshow Strata Agency and then opened the floor for anyone to ask questions. Questions were raised about such things as service, advice, administration, transparency and the like. Tony Foreshow addressed each question in turn and elaborated on the Company, its background and general approach to Strata management.

**MOTIONS**

There were three motions on the agenda. These, and the outcome of the votes on them were:

**Motion 1 - Confirm minutes of previous General Meeting**

Nominated by Des Lowe and seconded by Jan Toogood. Matter resolved in the affirmative

**MOTION 2**

In accordance with clause 49, 52 and 54 of the Strata Schemes Management Act 2015 ("Act"), that the Owners Corporation:

(1)revokes the appointment of Netstrata as its strata managing agent on expiry of their Agreement;

(2)revokes the delegation to Netstrata of all its powers, authorities, duties and functions and those of chairperson, secretary and treasurer and Strata Committee on the expiry of the Agreement

\*The agreement with Netstrata will expire 14th January 2023.

Nominated by Des Lowe and seconded by Jan Toogood. Resolved in the affirmative.  
12 (incl Proxy) in favour, none against

**MOTION 3**

In accordance with Section 49(1) and (2) of the Strata Schemes Management Act 2015 ("Act") that on 14 January 2023:

(a)ForesheW Strata Agency Pty Ltd as ForesheW Strata Agency ("Agent") be appointed as strata managing agent of Strata Scheme

(b)The Owners Corporation delegate to the Agent all of its functions (other than those listed in section 52(2) of the Act) and all of the functions of its Chairperson, Secretary, Treasurer and Strata Committee;

(c)The Owners Corporation execute a written agreement, ("Agreement"), to give effect to this appointment and delegation;

(d)The delegation is subject to the conditions and limitations set out in the Agreement;

(e)Authority is given for the common seal of the Owners Corporation to be affixed to the agreement

Nominated by Des Lowe and seconded by Jan Toogood. Resolved in the affirmative.  
12 (incl Proxy) in favour, none against

**Meeting closed 6.34 pm**

**Dated 7<sup>th</sup> September 2022**

**Des Lowe – Secretary Owners Corporation SP 85577**

30 November 2022

To All Owners  
27-29 DURBAR AVENUE, KIRRAWEE

Dear Owners,

**RE: MINUTES OF ANNUAL GENERAL MEETING | STRATA PLAN NO. 85577 AT  
27-29 DURBAR AVENUE, KIRRAWEE**

Attached are the minutes of the recent Annual General Meeting conducted for your strata scheme and enclosed is a levy payment notice for your 1st quarter levies. The payment options for your levies are detailed on the back of the levy payment notice. We urge you to read the minutes so you're aware of the issues discussed at the meeting and we also write to bring the following matters to your attention;

## 1. DO YOU HAVE APPROPRIATE CONTENTS & LANDLORDS INSURANCE?

Although many of the elements within your lot are protected by the Strata Building Insurance, we recommend that all owners effect Contents Insurance to protect those elements of your lot that are not covered by Building Insurance.

C.H.U. Australia's leading Strata Insurance provider is now offering comprehensive Common Contents and Landlord Insurance for owners in Strata Schemes.

For a quote and simply go to our website [www.netstrata.com.au](http://www.netstrata.com.au) and follow the prompts.

## 2. YOUR OWNER PORTAL

You can obtain all the pertinent information relating to your scheme via your Owner Portal at [www.netstrata.com.au](http://www.netstrata.com.au). From here you are able to access;

- The Minutes Book for your scheme
- The current Financial Records for your lot
- The Insurance Certificate & P.D.S. for the scheme
- Maintenance Reports
- The Financial Records for your scheme
- The By-laws for your scheme
- R.P. Data Sales and Area Profile reports
- Update your personal information

## 3. BY-LAWS

You will note from the minutes that several new By-laws may have been passed for your strata scheme. The details of each of these new By-laws are specified in the minutes of the meeting and it is important that you read these By-laws so you are fully aware of how they affect your lot. All other By-Laws that were registered with the strata scheme remain unchanged. Should you have any questions regarding the By-Laws please don't hesitate to contact our office.

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## 4. INSTALLATION OF SECURITY DEVICES

The security of the strata scheme and individual apartments is of paramount importance for all owners and residents at the scheme.

NSW legislation permits all owners to undertake the installation of additional locking devices, security screens or other security devices to their windows, front doors, balcony doors and garage doors to further secure their individual apartments, villas or townhouses. However, please note, any additional locking devices must adhere to current fire safety regulations – a licensed locksmith will be able to advise such regulations.

To further assist we have developed an information guide - 'Securing your Strata Title or Community Title Property'. This guide has been prepared in conjunction with our office and the NSW Police and provides owners with several useful tips surrounding communal security. For a copy go to the news and information pages at our website [www.netstrata.com.au](http://www.netstrata.com.au)

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## 5. WANT TO FIND OUT MORE...?

To assist owners with the increasing complexity of strata scheme living, we offer a variety of newsletters explaining your rights and obligations of owning a strata property, including

- Building Security
- Maintenance Responsibilities
- Cleaning & Gardening Specifications
- Strata Building Insurance – How am I Covered?
- Strata Definitions
- Frequently Asked Questions

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## 6. 24HR TRADE EMERGENCY SERVICES

Our office provides all owners with access to 24 hour Emergency Trade Services, simply call 1300 663 760 to access;

- Plumbing, Gas and Hot Water
- Glazing
- Automated Garage Doors and Security Gates
- Electrical
- Locksmiths
- Lift Breakdowns

We hope this information about your strata scheme proves helpful and look forward to working with you and all owners for the common amenity of the property.

Should you have any questions or require further information regarding these or any other matters of your strata scheme please do not hesitate to contact our office.

Sincerely,  
NETSTRATA

*Craig Clark*

**Craig Clark** | Direct Line: **02 8567 6409** | Email: [craig.clark@netstrata.com.au](mailto:craig.clark@netstrata.com.au)

# MINUTES OF Annual General Meeting



<b>Strata Plan</b>	85577 - 27-29 DURBAR AVENUE, KIRRAWEE
<b>Meeting date</b>	30/11/2022
<b>Commenced</b>	6:00 PM
<b>Apologies</b>	Nil
<b>Pre Meeting Voting</b>	Nil
<b>In Attendance</b>	Lot 1, Lot 5, Lot 8
<b>Proxies</b>	Lot 10 appointing Lot 5
<b>Corporate Authorisation</b>	Nil
<b>Guests</b>	Nil
<b>Quorum</b>	The required Units of Entitlement were present, a quorum was formed
<b>Chairperson</b>	Craig Clark

NETWORK STRATA SERVICES PTY LTD | A.C.N. 064 030 324 | All correspondence: PO Box 265, Hurstville BC NSW 1481

**HEAD OFFICE**  
298 Railway Parade  
Carlton NSW 2218

**SYDNEY CBD SALES OFFICE**  
Level 26, 44 Market St  
Sydney NSW 2000

**WOLLONGONG OFFICE**  
Suite 3.03, 3 Rawson Street  
Wollongong NSW 2500

**P** 1300 638 787  
**E** [admin@netstrata.com.au](mailto:admin@netstrata.com.au)  
**W** [admin@netstrata.com.au](http://admin@netstrata.com.au)

Liability limited by a scheme approved under Professional Standards Legislation

MOTION 1. Confirm Previous Minutes	RESOLVED	that the minutes of the last general meeting were confirmed as a true and accurate account of the proceedings of that meeting.  <b>Vote:</b> 4 Resolve, 0 Abstain, 0 Defeat
MOTION 2. Confirm Financials	RESOLVED	that the Financial Statements as presented were adopted.  <b>Vote:</b> 4 Resolve, 0 Abstain, 0 Defeat
MOTION 3. Appoint an Auditor	DEFEATED	The Owners Corporation did not appoint an auditor at this time.  <b>Vote:</b> 0 Resolve, 0 Abstain, 4 Defeat
MOTION 4. To confirm the A.F.S.S.	RESOLVED	that the owners considered the Annual Fire Safety Statement and that the Strata Managing Agent shall continue to co-ordinate the inspection process, erection of signage and necessary administrative processes to obtain the statement for the coming year.  It was further resolved that the current fire safety contractor, Catalyst Fire & Electrical was considered competent by the Owners Corporation in accordance with the Environmental Planning and Assessment Amendment (Fire Safety and Building Certification) Regulations 2017.  <b>Vote:</b> 4 Resolve, 0 Abstain, 0 Defeat  <b>Notes:</b> It was noted that there will be no inspection of the child safety window locks for the coming year.
MOTION 5. Consider Building Defects	NO CONSEQUENCE	This motion was marked as a motion of no consequence.
MOTION 6. Confirm Insurances	RESOLVED	that the Owners Corporation's insurances as presented were confirmed.  <b>Vote:</b> 4 Resolve, 0 Abstain, 0 Defeat

MOTION 7. Approve Maintenance	RESOLVED	<p>the Owners Corporation authorised Netstrata to proceed with the schedule of programmed maintenance as included in the Annual General Meeting (AGM) notice.</p> <p><b>Vote:</b> 4 Resolve, 0 Abstain, 0 Defeat</p> <p><b>Notes:</b> The strata committee advised that there were a couple of additional maintenance items to be attended to in the new year with the new strata managing agent.</p>
MOTION 8. Adopt Capital Works Plan	RESOLVED	<p>that the Owners Corporation shall adopt the recommendation of the Capital Works fund plan in their annual budget.</p> <p><b>Vote:</b> 4 Resolve, 0 Abstain, 0 Defeat</p>
MOTION 9. Confirm the Annual Budget	RESOLVED	<p>that the proposed budget as presented be accepted as Administration fund \$33,000 and Capital Works fund \$14,460 for the year commencing 01/11/2022 and that the first contributions become due and payable for both the Administrative and Capital Works fund in quarterly instalments on 15/01/23, 01/04/23, 01/07/23 &amp; 01/10/23.</p> <p><b>Vote:</b> 4 Resolve, 0 Abstain, 0 Defeat</p>
MOTION 10. To Suspend Levy Interest	DEFEATED	<p>The Owners Corporation decided NOT to temporarily suspend levy interest at this time. Levy interest will continue to be charged at 10% per annum, pursuant to Section 85 of the Strata Schemes Management Act 2015.</p> <p><b>Vote:</b> 0 Resolve, 0 Abstain, 4 Defeat</p>
MOTION 11. Allow Payment Plans	DEFEATED	<p>That the Owners Corporation WILL NOT allow payment plans.</p> <p><b>Vote:</b> 0 Resolve, 0 Abstain, 4 Defeat</p>



MOTION 12. Allow Committee Vote	RESOLVED	<p>that the number of members be set at 3 and that the following persons be elected to the Strata Committee from the date of this meeting until the next annual general meeting:</p> <ol style="list-style-type: none"> <li>1. Lot 1 - Bob Greenwood</li> <li>2. Lot 5 - Des Lowe</li> <li>3. Lot 8 - Janice Toogood</li> </ol> <p><b>Vote:</b> 4 Resolve, 0 Abstain, 0 Defeat</p>
MOTION 13. Restrict Committee	RESOLVED	<p>that at this stage there be no changes to the matters that should only be determined by the Owners Corporation in general meeting.</p> <p><b>Vote:</b> 4 Resolve, 0 Abstain, 0 Defeat</p>
MOTION 14. Approve Netstrata to Submit Strata Hub Information Annually	RESOLVED	<p>that the Owners Corporation authorised Netstrata to submit the required information onto the NSW Government portal (Strata Hub) to comply with the Strata Schemes Management Amendment (Information Regulation 2021), and shall provide the strata manager's contact details as the representative for the Strata Committee, Office Bearers and emergency contact for the scheme.</p> <p><b>Vote:</b> 4 Resolve, 0 Abstain, 0 Defeat</p>
MOTION 15. Confirm Manager Report	RESOLVED	<p>that the Owners Corporation reviewed and confirmed the Strata Managers report into Training Services and 3rd Party Commissions in accordance with Sections 55 &amp; 60 of the Strata Schemes Management Act 2015.</p> <p><b>Vote:</b> 4 Resolve, 0 Abstain, 0 Defeat</p>
MOTION 16. Obtain Safety Inspection	DEFEATED	<p>The Owners Corporation will not engage suitably qualified experts to undertake a safety inspection of the common areas at this time.</p> <p><b>Vote:</b> 0 Resolve, 0 Abstain, 4 Defeat</p> <p><b>Notes:</b> The strata committee will continue to report all matters to the strata manager to attend to.</p>

MOTION 17. Pass Keeping of Animals By-Law	DEFEATED BY SPECIAL RESOLUTION	More than 25% of the Unit of Entitlement votes cast at the meeting were against the motion. The Owners Corporation will not pass the amended 'Keeping of Animals' By-Law at this time.  <b>Vote:</b> 100 % against
MOTION 18. To pass the Moving and Delivering of Goods By-law	DEFEATED BY SPECIAL RESOLUTION	More than 25% of the Unit of Entitlement votes cast at the meeting were against the motion. The Owners Corporation will not pass the 'Moving and Delivering of Goods' By-Law at this time.  <b>Vote:</b> 100 % against
MOTION 19. Pass Stationery By- Law	DEFEATED BY SPECIAL RESOLUTION	More than 25% of the Unit of Entitlement votes cast at the meeting were against the motion. The Owners Corporation will not pass 'Special By-Law - Recovery of Stationery Expenses' at this time.  <b>Vote:</b> 100 % against

**CLOSURE:**

The meeting closed at

6:30 PM

Craig Clark

Chairperson

**PROPOSED DATE FOR NEXT MEETING:**

November 2023

**HEAD OFFICE**

298 Railway Parade  
Carlton NSW 2218

**SYDNEY CBD SALES OFFICE**

Level 26, 44 Market St  
Sydney NSW 2000

**WOLLONGONG OFFICE**

Suite 3.03, 3 Rawson Street  
Wollongong NSW 2500

**P** 1300 638 787

**E** [admin@netstrata.com.au](mailto:admin@netstrata.com.au)

**W** [admin@netstrata.com.au](mailto:admin@netstrata.com.au)



**NETSTRATA**

EST 1996

Notice of

# Annual General Meeting

**THE OWNERS – STRATA PLAN 85577  
AT 27-29 DURBAR AVENUE, KIRRAWEE**

**DATE:** Wednesday 30 November 2022

**TIME:** 6:00 PM

**VENUE:** **VIRTUAL MEETING ROOM**

**Zoom:** <https://zoom.us/j/4296973138>

Or **Teleconference** (02) 8015 6011

Please see the covering letter for further details  
on how to join the meeting.

**Craig C.** | Direct Line: **02 8567 6409** | Email: [craig.clark@netstrata.com.au](mailto:craig.clark@netstrata.com.au)

# UNDERSTANDING STRATA PROPERTY MAINTENANCE

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One of the most confusing aspects of owning a lot within a Strata Scheme is understanding who is responsible for the maintenance of certain elements within the lot – an individual owner or Owners Corporation (Body Corporate)?

This debate has existed since strata schemes legislation was first inception in 1961 and has been further confused by the way in which owners and Owners Corporations' interpret the maintenance obligations for their strata schemes.

This confusion is further exacerbated because not every strata plan is the same and some Owners Corporations may pass specific resolutions or By-Laws changing or absolving the Owners Corporations maintenance responsibilities.

Briefly; generally each owner is responsible for the maintenance, repair and replacement of all those components of the building that are housed within the external walls of their unit/villa or townhouse or service only their lot (within the lot envelope). Section 106 of the Strata Schemes Management Act 2015 places a mandatory duty on the Owners Corporation to repair and maintain all elements outside of this envelope (the common property) or shared services that may pass through the unit.

In the diagram below, those areas that are generally considered to be common property or the Owners Corporations responsibility to maintain are highlighted in **BLUE**. This applies to strata schemes registered after 1 July 1974.

In this example, all the internal walls and doors are highlighted in **ORANGE** representing lot property. Other typical elements of Lot property include kitchen and bathroom cabinets and accessories, carpets, paintwork and appliances.

For a detailed list of typical lot property and common property maintenance responsibilities go to [www.netstrata.com.au](http://www.netstrata.com.au)

When assessing the maintenance responsibilities for your scheme it is important that a detailed examination of your strata plan and by-laws be undertaken to determine the specific responsibilities associated with your property. Owners should also be familiar with any warranties that may be applicable to apparatus and building structure at their property and the limitations and application of these warranties.

## UNDERSTANDING STRATA PROPERTY MAINTENANCE

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The cubic airspace of the lot also extends to the balcony or courtyards and is usually defined by a notation on the Strata Plan.

Any shared apparatus, such as pipes or conduits that pass through a lot are still the Owners Corporations responsibility to maintain, even though they are contained within the lot.

These areas are known as 'Structural Cubic Space'.



Lot space within a strata scheme is commonly defined as;

“the cubic airspace contained within the inner surface of the boundary walls, under surface of the ceiling and upper surface of the floor”.

Once a pipe or conduit enters the lot, it becomes the 'lot owners' responsibility to maintain if it only services that lot. Common examples include, taps and drainage pipes under sinks & vanities.



# MEETING AGENDA

Apologies.

Proxies & Powers of persons present.

Determination of Quorum and Validity of meeting.

The motions to be considered are as follows:

## **MOTION 1.**

### **Previous Meeting Minutes**

#### **Ordinary Resolution**

That the minutes of the previous general meeting be confirmed as a true and accurate account of the proceedings of that meeting.

## **MOTION 2.**

### **Financial Statements**

#### **Ordinary Resolution**

That the financial statements for the period ending 31/10/2022 be adopted.

**For more information, please refer to page 13.**

## **MOTION 3.**

### **Appointment of an Auditor**

#### **Ordinary Resolution**

To decide as to the continuance or appointment of an auditor.

## **MOTION 4.**

### **Fire Safety**

#### **Ordinary Resolution**

That the latest Annual Fire Safety Statement (A.F.S.S) be considered, the owners determine a competent fire safety contractor for the coming year and, that the Strata Managing Agent be authorised to facilitate the inspection process, erection of any necessary signage and lodgement of the next A.F.S.S.

**For more information, please refer to page 17.**

<b>MOTION 5.</b>  Ordinary Resolution	<b>Building Warranties</b>  That the Owners Corporation consider building defects and rectification (provided that the strata scheme is in the warranty period).
<b>MOTION 6.</b>  Ordinary Resolution	<b>The Strata Insurances</b>  That the Owners Corporation insurances as per attached schedule be confirmed, varied or extended and to consider whether Insurances as per the kind referred to in Section 165(2) of the Act be effected;  (a) Office Bearers Liability  (b) Fidelity Guarantee  For more information, please refer to page 21.
<b>MOTION 7.</b>  Ordinary Resolution	<b>Scheduled Maintenance</b>  To determine whether to confirm, vary or extend the schedule of programmed maintenance as detailed in the attached maintenance calendar.  <b>Note:</b> An allowance for all Maintenance Items have been provided for in this year's budget.  For more information, please refer to page 20.
<b>MOTION 8.</b>  Ordinary Resolution	<b>Capital Works Plan</b>  That the owners corporation review the 10-year capital works fund plan and determine whether to adopt the recommended capital works fund levy for the ensuing year.  For more information, please refer to page 23.

# MEETING AGENDA

## MOTION 9.

### Ordinary Resolution

#### The Proposed Budget

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 01/11/2022 to 31/10/2023 and that levies become due and payable on 15/01/23, 01/04/23, 01/07/23 & 01/10/23.

(\*Please see notes under Capital Works Fund Plan)

For more information, please refer to page 25.

## MOTION 10.

### Ordinary Resolution

#### Levy Interest Suspension

That pursuant to Section 85(3) of the Strata Schemes Management Act 2015, the Owners Corporation decide to temporarily suspend interest on overdue levies for a period of 12 months.

## MOTION 11.

### Ordinary Resolution

#### Arrears and Payment Plans

To determine how the Owners Corporation will deal with overdue levies and whether to allow payment plans to be entered into.



## MOTION 12.

### Ordinary Resolution

#### The Strata Committee

That in accordance with Regulation 9 of the Strata Schemes Management Regulation 2016, the Owners Corporation call for nominations, determine the number of members of the Strata Committee and elect the Strata Committee of the Owners Corporation until the conclusion of the next Annual General Meeting.

Nominee	Nominated by
Bob Greenwood	Lot 1
Des Lowe	Lot 5
Janice Toogood	Lot 8

**Note:** Owners may nominate a representative for the Committee at the meeting. Nominees should be aware of the responsibilities, liabilities and obligations of the committee imposed by the Act and other legislation such as the Workplace, Health and Safety Act.

## MOTION 13.

### Ordinary Resolution

#### Restricted Matters

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

## MOTION 14.

### Ordinary Resolution

#### Strata Hub

To authorise Netstrata to submit the required information onto the NSW Government portal (Strata Hub) to comply with the Strata Schemes Management Amendment (Information Regulation 2021), and to provide the strata manager's contact details as the representative for the Strata Committee, Office Bearers and emergency contact for the scheme.

<b>MOTION 15.</b>  Ordinary Resolution	<b>Strata Managers Report</b>  That the Owners Corporation consider the Strata Managers Report on Commissions and Third-Party Training.  For more information, please refer to page 24.
<b>MOTION 16.</b>  Ordinary Resolution	<b>Safety Inspection</b>  To decide whether the Owners Corporation should engage a suitably qualified expert to undertake a routine safety inspection of the common areas of the strata scheme.
<b>MOTION 17.</b>  Special Resolution	<b>Keeping of Animals</b>  That the Owners Corporation decide by Special Resolution* pursuant to sections 136 and 141 of the Strata Schemes Management Act 2015 to repeal the existing 'Keeping of Animals' By-Law and replace with 'Special By-Law – Keeping of Animals', in the terms set out as attached to the notice of this meeting (see annexure), and to lodge notification of the by-law and a consolidated set of all existing by-laws for registration at NSW Land Registry Services.  For more information, please refer to page 30.
<b>MOTION 18.</b>  Special Resolution	<b>Delivery of Goods By-Law</b>  That the Owners Corporation decide by Special Resolution* pursuant to sections 136 and 141 of the Strata Schemes Management Act 2015 to pass 'Special By-Law – Moving and Delivering of Goods', in the terms set out as attached to the notice of this meeting (see annexure), and to lodge notification of the by-law and a consolidated set of all existing by-laws for registration at NSW Land Registry Services.  For more information, please refer to page 32.

## MOTION 19.

### Special Resolution

#### Recovery of Stationery Expenses By-Law

That the Owners Corporation decide by Special Resolution\* pursuant to sections 136 and 141 of the Strata Schemes Management Act 2015 to pass 'Special By-Law – Recovery of Stationery Expenses', in the terms set out as attached to the notice of this meeting (see annexure), and to lodge notification of the by-law and a consolidated set of all existing by-laws for registration at NSW Land Registry Services.

For more information, please refer to page 33.

Dated this Friday, November 11, 2022

Netstrata

# EXPLANATION OF AGENDA ITEMS

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## Motion 1. Previous Meeting Minutes

The minutes of your last general meeting will need to be confirmed. A copy of the previous minutes were issued to all owners shortly after the last general meeting, if you have not received a copy of these minutes please contact our office, alternatively you may view a copy of all minutes and meeting notices for your scheme via your owner portal at [www.netstrata.com.au](http://www.netstrata.com.au). If you have forgotten your username and/or password please email [admin@netstrata.com.au](mailto:admin@netstrata.com.au).

## Motion 2. Financial Statements

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 inquiries 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 owner portal on our website.

## Motion 3. Appointment of an Auditor

A decision must be made as to the appointment of an auditor. The auditor's role is to provide an independent professional assessment that the financial records of the Owners Corporation are true and accurate.

**Note:** For Strata Schemes with an Annual Budget of \$250,000+ or those considered to be large strata schemes (more than 100 lots), the appointment of an Auditor is compulsory.

## Motion 4. Fire Safety

If your scheme is required to submit an Annual Fire Safety Statement (A.F.S.S.) to the Local Council, the owners must consider the most recent A.F.S.S. prepared, determine how the statement will be maintained next year and assess the competency of the Fire Contractor performing the work in accordance with the Environmental Planning and Assessment (Development Certification and Fire Safety) Regulation 2021.

**Note:** Winfire Pty Limited is a fully owned subsidiary of Netstrata and are recognised as a Competent Fire Safety Practitioner by Fire Protection Association Australia. The Owners Corporation is at liberty to choose any recognised Fire Safety Practitioner to service their scheme, however administrative discounts will apply should the owners select Winfire to service the fire safety equipment at your property.

## Motion 5. Building Warranties

In the event your scheme is under the Statutory Warranty provisions as provided by the Home Building Act 1989, the owners must consider any outstanding Building Defect items and how they will be addressed. A six-year statutory warranty applies for major defects and two years for other defects. These time limits are calculated from the completion of the building works, which is usually determined by the Occupation Certificate date (or Interim Occupation Certificate Date, whichever is the earlier). A seven-year warranty applies to all defects for schemes where the building contract was entered into PRIOR to 1 February 2012.

For schemes where the building contract was entered into AFTER 1 January 2018, the Owners Corporation may also consider remedies that are available to them via Part 11 of the Act. All schemes are at liberty to pursue the rectification of any outstanding defects via the provisions of the Design, Building, and Practitioners Act 2020, as well as the Office of Fair Trading and the Office of Building Commissioner.

It should be noted that any reported defects or outstanding maintenance items must also be reported to the Owners Corporations insurers in accordance with the duty of disclosure provisions of the insurance policy, and despite whatever warranties may apply, the Owners Corporation has obligations to repair and maintain common property under Section 106 of the Act.

## Motion 6. 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.

# EXPLANATION OF AGENDA ITEMS

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## Motion 7. Scheduled Maintenance

Preventative maintenance is important to ensure that the assets within the strata scheme are preserved, not only for warranty purposes but for the longevity of the apparatus. Netstrata have prepared a detailed programmed maintenance calendar (attached in this meeting notice), which seeks to inform each lot owner of the maintenance required for the coming year.

This motion has been placed on the AGM agenda in order for the Owners Corporation to be aware of the upcoming works and to have the opportunity to amend or add to the maintenance schedule. All items detailed in the maintenance schedule have been budgeted for, including any additional administration costs.

## Motion 8. Capital Works Plan

Every Owners Corporation has a statutory requirement to review their Capital Works Fund plan at each Annual General Meeting. The purpose of the plan is to ensure that the Owners Corporation is budgeting adequately for the long-term maintenance of the scheme. Here it should be noted that the Owners Corporation must report any shortfall in the plan to prospective purchasers to the scheme via a section 184 Certificate, further, section 80(7) of the Strata Schemes Management Act 2015 requires an Owners Corporation to implement the recommendations of any Capital Works Fund plan so far as practicable.

When reviewing a Capital Works Fund plan it is important that owners consider the closing balance for the fund (for the past financial year) and the recommended contribution for the ensuing year, ensuring that adequate monies are being raised.

We strongly advise that the Owners Corporation raise the recommended amount as noted in the report, also taking into account the annual opening and closing balance recommendations.

You will note that an extract of the Capital Works Fund Report has been included in this meeting notice, should you wish to obtain a full copy of the report, please contact your strata manager.

## Motion 9. The Proposed Budget

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.

You will note that there is a deficit in the Administration Fund for the past period of -\$3,469.57 which was completely offset by the surplus from the previous year leaving the Owners Corporation with a surplus of \$6,823.39 as of 31/10/2022.

The contributing factors to the deficit for the past period included the large increase in the buildings' insurance premium as well as a number of roof repairs during this year's extreme weather.

For the past period there was also the insurance claim made and reimbursement received for the basement that was flooded during the major storms this year.

## Motion 10. Levy Interest Suspension

In accordance with Section 85 of the Strata Schemes Management Act 2015, Owners Corporations are permitted to charge 10% per annum interest on overdue levies. Due to the COVID-19 (Coronavirus) pandemic, many lot owners are in uncertain financial positions, meaning they are unable to pay their regular household bills.

This motion has been proposed in order for the Owners Corporation to decide, pursuant to Section 85(3) of the Strata Schemes Management Act 2015, whether to temporarily suspend any interest payable on debts for a period of 12 months.

## Motion 11. Arrears and Payment Plans

The Owners Corporation must consider how it will deal with owners that fall into arrears with their strata levies. This includes items such as when (if at all) to initiate debt recovery proceedings or whether the Owners Corporation will offer payment plans to owners that fall into arrears. It should be noted that Payment Plans will attract additional administrative fees for your scheme that CANNOT be recouped from owners that fall into arrears.

## Motion 12. The Strata Committee

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



# EXPLANATION OF AGENDA ITEMS

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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, who 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.

The Strata Schemes Management Amendment (Information Regulation 2021) requires that certain information pertinent to your scheme be placed onto the NSW Government portal called the 'Strata Hub'. Part of the information required to be reported on this portal are the personal contact details of the office bearers. Netstrata can include the strata manager's details as the appointed representative of the Owners Corporation and its Office Bearers to alleviate any concerns with regard to the privacy of contact information. This will be discussed at the meeting.

## Motion 13. 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 14. Strata Hub

The Strata Schemes Management Amendment (Information Regulation 2021) requires that certain information pertinent to your scheme be placed onto the NSW Government portal called the 'Strata Hub'. Some of the information required includes the following items:

1. Basic information for the scheme (address, strata plan number, number of lots, date of registration)
2. 1st Annual General Meeting (1st AGM) date

3. Annual General Meeting (AGM) date
4. If the scheme is part of an association
5. Nabers rating details (energy rating scheme)
6. Date of issuance of the Occupation Certificate
7. Annual Fire Safety Statement (AFSS) due date and particulars
8. Insurance details including the valuation amount and replacement cost of the building
9. Emergency contact details and the details of the office bearers
10. Details of the strata managing agent and building manager
11. Balance of funds within the Capital Works Fund

This motion has been placed on the agenda in order for the Owners Corporation to authorise Netstrata to submit the required information onto the portal for your scheme and to decide whether to provide the strata managing agent's contact details as representative of the Strata Committee, Office Bearers and emergency contact for the scheme. The process of supplying the required information onto the 'Strata Hub' portal is expected to take approximately 1-3 hours to administer and as such an additional administration fee will apply.

## Motion 15. Strata Managers Report

Section 55 of the Strata Schemes Management Act 2015 obligates a Strata Managing agent to provide a report to the Owners Corporation each year detailing the minute of delegated of authority (i.e. the functions performed by the agent) during the previous 12-month period.

Additionally, section 60 of the Act obligates an agent to provide a report to the Owners Corporation outlining any 3rd party commissions received by the agent during the year or any training services provided to the agent during the year. The purpose of this motion is for the Owners Corporation to consider the report provided.

## Motion 16. Safety Inspection

This motion has been proposed in order for all Strata Schemes to consider engaging a suitably qualified expert to undertake a routine safety inspection of the common areas in order to identify any areas of concern that may require attention. The Workplace Health & Safety Act places certain obligations on the owners and controllers of premises to ensure that they are providing a safe work environment for employees or contractors that may enter their place of business. The purpose of the proposed inspection is to ensure the common areas of your scheme are compliant with the legislation.

# EXPLANATION OF AGENDA ITEMS

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Within this meeting notice is a schedule of rates from suppliers that are able to undertake the said safety inspections. Should the Owners Corporation elect to undertake the inspection, an allowance will need to be added to the annual budget to accommodate the expense. Further, owners should also be aware that should they choose Solutions In Engineering as the contractor to undertake the report, Netstrata may receive a 7.5% referral fee for organising the work.

## **Motion 17. Keeping of Animals**

On the 24th August 2021, the Strata Schemes Management Amendment (Sustainability Infrastructure) Act 2021 commenced, marking changes for the keeping of animals within Strata Schemes. This amendment introduces section 137B into the Strata Schemes Management Act 2015 which states that a strata scheme can no longer unreasonably prohibit the keeping of a pet within a lot. Further, the Strata Schemes Management Amendment (Pets) Regulation 2021 commenced alongside the Amendment Act, setting out various circumstances which constitute how an animal may unreasonably interfere with another occupant's use and enjoyment of their lot or common property (Clause 36A).

Importantly, your Owners Corporation will need to carefully consider the current 'Keeping of Animals' and consider updating it to reflect the new laws. For this reason, we have proposed a new 'Keeping of Animals' By-Law which may serve as a reasonable replacement to the existing. The new proposed By-Law details the rights and responsibility conferred upon pet owners.

For the By-Law to be passed a Special Resolution is required. This means that 75% of owners that vote at the meeting, taken on a count of Units of Entitlement, must be in favour of the motion.

## **Motion 18. Delivery of Goods By-Law**

It is important that when an owner or occupier of a lot moves in/out or has deliveries made to the

building, that care is taken not to damage common property. This By-Law is being proposed in order to better manage the process for moving items through common property; advocating a notification process and optional bond to be held to mitigate any damage(s) which may be caused in the process.

The terms within this By-law are relatively self-explanatory and for it to be passed a Special Resolution is required. This means that 75% of owners that vote at the meeting, taken on a count of Units of Entitlement, must be in favour of the motion.

## **Motion 19. Recovery of Stationery Expenses By-Law**

This By-Law is being proposed in order to introduce a legal mechanism for Owners Corporation's to recover costs associated with stationery (paper notices & postage etc.) from those who elect to receive documentation via post or other non-electronic means.

The Strata Schemes Management Act 2015 enables the Owners Corporation to issue notices to owners and tenants via email and this medium of communication is far more cost effective and environmentally friendly than non-electronic means. Given this, should the Owners Corporation elect to register this By-Law, they will be able to recover costs from those who do not elect to receive documentation via electronic means.

The By-law is detailed in the meeting notice and is largely self-explanatory. Here it should be noted that in order for this By-law to be passed a Special Resolution is required, this means that at least 75% of owners that vote at the meeting must be in favour of the By-law. Owners should also be aware that should the By-law be passed, it will need to be registered on the Certificate of Title held by the Land Registry Services and administrative fees for the preparation and lodgement of the By-law will apply.

# BALANCE SHEET

FINANCIAL PERIOD 01/11/2021 - 31/10/2022

SP85577 - 27-29 DURBAR AVENUE, KIRRAWEE (Generated: 11/11/2022)

	Administrative Fund	Capital Works Fund	TOTAL
<b>ASSETS</b>			
Cash at Bank	7,323.39	48,781.16	56,104.55
<b>Total Assets</b>	<b>7,323.39</b>	<b>48,781.16</b>	<b>56,104.55</b>
<b>LIABILITIES</b>			
Levies Paid in Advance	500.00	0.00	500.00
<b>Total Liabilities</b>	<b>500.00</b>	<b>0.00</b>	<b>500.00</b>
<b>Net Assets</b>	<b>6,823.39</b>	<b>48,781.16</b>	<b>55,604.55</b>
<b>OWNERS FUNDS</b>			
Opening Balance	10,292.96	37,176.76	47,469.72
Surplus / Deficit for the period	(3,469.57)	11,604.40	8,134.83
Closing Balance	6,823.39	48,781.16	55,604.55
<b>Total Owners Funds</b>	<b>6,823.39</b>	<b>48,781.16</b>	<b>55,604.55</b>



# INCOME & EXPENDITURE SUMMARY



FINANCIAL PERIOD 01/11/2021 - 31/10/2022

SP85577 - 27-29 DURBAR AVENUE, KIRRAWEE (Generated: 11/11/2022)

## Administrative Fund

	Actual 01/11/21 - 31/10/22	Budget 01/11/21 - 31/10/22	Actual 01/11/20 - 31/10/21	Budget 01/11/20 - 31/10/21
<b>Income</b>				
<b>Debt Collection Recoveries</b>				
Debt Collection Recoveries-Reversal	\$0.00	\$0.00	(\$35.00)	\$0.00
Debt Collection Recoveries	\$0.00	\$0.00	\$70.00	\$0.00
<b>Insurance Claim Income</b>				
Insurance Claim Income	\$3,944.00	\$0.00	\$0.00	\$0.00
<b>Interest</b>				
Interest On Levy Arrears	\$0.00	\$0.00	\$7.09	\$0.00
<b>Levy Income</b>				
Contributions - General	\$27,803.30	\$27,800.00	\$33,880.20	\$27,104.00
<b>Total Income</b>	<b>\$31,747.30</b>	<b>\$27,800.00</b>	<b>\$33,922.29</b>	<b>\$27,104.00</b>
<b>Expenses</b>				
<b>Accounting, Taxation &amp; Banking</b>				
Bank Fees	\$32.60	\$45.00	\$41.40	\$35.00
DEFT Process Fees	\$39.50	\$45.00	\$42.15	\$45.00
BAS & Tax Administration	\$301.18	\$310.00	\$301.18	\$310.00
<b>Building General</b>				
Garage Security Gate / Shutter	\$1,175.00	\$500.00	\$785.00	\$500.00
General Maintenance	\$619.60	\$0.00	\$0.00	\$0.00
<b>Cleaning</b>				
Cleaning - General	\$605.00	\$700.00	\$605.00	\$876.00
<b>Electrical</b>				
Electrical Repairs	\$0.00	\$300.00	\$33.00	\$300.00
<b>Electricity</b>				
Electricity Consumption	\$1,675.25	\$1,800.00	\$1,614.03	\$1,800.00
<b>Fire Control</b>				
Fire Services	\$1,375.79	\$1,436.00	\$1,426.12	\$1,300.00
<b>Garden &amp; Grounds</b>				
Gardening	\$0.00	\$0.00	\$198.00	\$0.00
Lawn Mowing & Gardening	\$2,948.00	\$2,500.00	\$1,860.00	\$3,000.00
<b>Insurance</b>				
Insurance Premium	\$13,033.24	\$12,000.00	\$10,897.42	\$10,104.00
Insurance Valuation Report	\$220.00	\$200.00	\$220.00	\$200.00
<b>Legal &amp; Professional Services</b>				
Capital Works Fund Report	\$0.00	\$0.00	\$462.00	\$0.00
<b>Pest Control</b>				
Pest Control - General	\$0.00	\$0.00	\$748.00	\$300.00
<b>Plumbing</b>				
Detention Pit & Pump Maintenance	\$649.00	\$770.00	\$770.00	\$770.00
Roofing & Gutters	\$2,470.00	\$0.00	\$985.00	\$0.00
Plumbing - General	\$1,111.94	\$700.00	\$0.00	\$500.00
<b>Rubbish Removal</b>				
Waste Removal	\$0.00	\$300.00	\$0.00	\$650.00

# INCOME & EXPENDITURE SUMMARY



FINANCIAL PERIOD 01/11/2021 - 31/10/2022

SP85577 - 27-29 DURBAR AVENUE, KIRRAWEE (Generated: 11/11/2022)

## Administrative Fund

Actual	Budget	Actual	Budget
01/11/21 - 31/10/22	01/11/21 - 31/10/22	01/11/20 - 31/10/21	01/11/20 - 31/10/21

### Strata/Building Administration

Debt Collection Fees	\$0.00	\$0.00	\$70.00	\$0.00
Inspection Fees	\$160.00	\$0.00	\$150.00	\$0.00
Land Titles & By-Law Registration	\$0.00	\$0.00	\$173.90	\$500.00
Management Services	\$3,824.00	\$3,824.00	\$3,789.47	\$3,824.00
Printing, Postage & Stationery	\$530.42	\$600.00	\$625.57	\$500.00
Strata Administration	\$583.30	\$500.00	\$499.48	\$300.00
General Expenses	\$0.00	\$300.00	\$106.89	\$400.00
Legislative Compliance	\$333.00	\$0.00	\$231.00	\$0.00
Owner Refund	\$1,895.10	\$0.00	\$0.00	\$0.00
Signs & Signage Installation	\$694.10	\$0.00	\$0.00	\$0.00

### Telephone

Lift Phone & Phone Charges	\$38.77	\$50.00	\$44.96	\$40.00
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### Water

Water Consumption	\$902.08	\$920.00	\$904.44	\$850.00
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<b>Total Expenses</b>	<b>\$35,216.87</b>	<b>\$27,800.00</b>	<b>\$27,584.01</b>	<b>\$27,104.00</b>
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<b>Surplus / Deficit</b>	<b>(\$3,469.57)</b>	<b>\$0.00</b>	<b>\$6,338.28</b>	<b>\$0.00</b>
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# INCOME & EXPENDITURE SUMMARY



FINANCIAL PERIOD 01/11/2021 - 31/10/2022

SP85577 - 27-29 DURBAR AVENUE, KIRRAWEE (Generated: 11/11/2022)

## Capital Works Fund

	<b>Actual</b>	<b>Budget</b>	<b>Actual</b>	<b>Budget</b>
	01/11/21 - 31/10/22	01/11/21 - 31/10/22	01/11/20 - 31/10/21	01/11/20 - 31/10/21
<b>Income</b>				
<b>Interest</b>				
Interest On Levy Arrears	\$0.00	\$0.00	\$3.49	\$0.00
<b>Levy Income</b>				
Contributions - General	\$13,899.40	\$13,900.00	\$13,336.40	\$13,336.00
Contributions - Capital Works Fund	\$0.00	\$0.00	\$3,334.10	\$0.00
<b>Total Income</b>	<b>\$13,899.40</b>	<b>\$13,900.00</b>	<b>\$16,673.99</b>	<b>\$13,336.00</b>
<b>Expenses</b>				
<b>Building General</b>				
Garage Security Gate / Shutter	\$2,295.00	\$0.00	\$1,995.00	\$0.00
Capital Works Fund Maintenance	\$0.00	\$13,900.00	\$0.00	\$13,336.00
<b>Total Expenses</b>	<b>\$2,295.00</b>	<b>\$13,900.00</b>	<b>\$1,995.00</b>	<b>\$13,336.00</b>
<b>Surplus / Deficit</b>	<b>\$11,604.40</b>	<b>\$0.00</b>	<b>\$14,678.99</b>	<b>\$0.00</b>

# Fire Safety Statement

Part 9 of the Environmental Planning and Assessment Regulation 2000



## **Please note:**

Information to assist building owners to complete each section of the statement is provided on pages 3, 4 and 5.

### **Section 1: Type of statement**

This is (mark applicable box): ☒ an annual fire safety statement (complete the declaration at Section 8 of this form)  
☐ a supplementary fire safety statement (complete the declaration at Section 9 of this form)

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

This statement applies to: ☒ the whole building ☐ part of the building

Address

27-29 Durbar Ave Kirrawee NSW 2232

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

Strata Plan 85577

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

2 storeys above ground & 1 storey below ground

Class 2 residential & 7a car park

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

Name

The Owners Corporation of Strata Plan 85577

Address

C/- Netstrata PO BOX 265 Hurstville BC 1481

### **Section 4: Fire safety measures**

Fire safety measure	Minimum standard of performance	Date(s) assessed	APFS *
Emergency lighting	BCA 2009 Clause E4.2 & E4.4 AS 2293.1 - 2005	22/02/2022	F022346A
Exit signs	BCA 2009 Clause E4.5 & E4.8 AS 2293.1 - 2005	22/02/2022	F022346A
Fire doors	BCA 2009 Spec C3.4 AS 1905.1 – 2005 (14 x 1hr to SOU's & fire exits 1 & 2 & 2 x 2hr to fire exits 1 & EDB)	22/02/2022	F022346A
Fire hose reels	BCA 2009 Clause E1.4 AS 2441 - 2005	22/02/2022	F022346A
Fire hydrant systems	BCA 2009 Clause E1.3 AS 2419.1 - 2005	22/02/2022	F022346A
Fire seals protecting openings in fire resisting components of the building	BCA 2009 Clause C3.15 AS 1530.4 – 2005 & AS 4072.1 - 2000	22/02/2022	F022346A
Fire rated glass block windows (Western wall Unit 1)	BCA 2009 Spec C3.4 FRL -/60/- Solaris Glass blocks, 190x190x80 German Test Cert IBMB3982/6800-Mp 8/11/2000 & CSIRO Ass No. FCO-2115 26/5/2004	22/02/2022	F022346A

27-29 Durbar Ave Kirrawee NSW 2232



# Fire Safety Statement

Part 9 of the Environmental Planning and Assessment Regulation 2000



Lightweight construction (Western wall Unit 1)	BCA 2009 Clause C1.8 & Spec C1.8 manufacturers specification	22/02/2022	F022346A
Portable fire extinguishers	BCA 2009 Clause E1.6 AS 2444 - 2001	22/02/2022	F022346A
Smoke & heat alarms	BCA 2009 Spec E2.2a Clause 3 AS 3786	22/02/2022	F022346A
Solid core door (WC in carpark)	BCA 2009 Clause C3.11(d)	22/02/2022	F022346A

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

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

Part of the building inspected	Date(s) inspected	APFS *
Whole	22/02/2022	F022346A

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

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

Full name	Phone	Email	Accreditation No.*	Signature
Merrick Race	02 9526 1170	info@catalystfire.com.au	F022346A	

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

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

Full name	Organisation (if applicable)	Title/Position (if applicable)
Katelyn Danielson	Netstrata	Fire safety coordinator
Phone	Email	
8567 6456	Katelyn.danielson@netstrata.com.au	

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

## Section 8: Annual fire safety statement declaration

I, Katelyn Danielson on behalf of SP85577 (insert full name) being the: ☐ owner ☒ owner's agent  
declare that:

- a) each essential fire safety measure specified in this statement has been assessed by an accredited practitioner (fire safety) and was found, when it was assessed, to be capable of performing:
- in the case of an essential fire safety measure applicable by virtue of a fire safety schedule, to a standard no less than that specified in the schedule, or
  - in the case of an essential fire safety measure applicable otherwise than by virtue of a fire safety schedule, to a standard no less than that to which the measure was originally designed and implemented, and
- b) the building has been inspected by an accredited practitioner (fire safety) and was found, when it was inspected, to be in a condition that did not disclose any grounds for a prosecution under Division 7 of Part 9 of the Regulation.

Owner/Agent Signature	Date issued
	18/05/2022

## Section 9: Supplementary fire safety statement declaration

I, Click here (insert full name) being the: ☐ owner ☐ owner's agent





# Fire Safety Statement

Part 9 of the Environmental Planning and Assessment Regulation 2000



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

Owner/Agent Signature

Date issued

## Note:

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

**Property Reference: S/P 85577**

**27-29 Durbar Avenue, Kirrawee**

**File Ref: EFS4970**

The Fire Safety Schedule recorded by Council for the above property is as follows:-

Essential Fire Safety Measures Installed in the Building or Part	Standard of Performance, required by the Fire Safety Schedule
Emergency Lighting	BCA 2009 CI E4.2, AS2993.1-2005
Exit Signs	BCA 2009 AS2293 & AS2293.1-2005
Fire Doors (fire resistant doorsets)	BCA 2009 CI Spec C3.4, AS1905 & AS1905.1-2005 (14x 1hr ie; to SOU's & fire exits 2&3 & 2x 2hr ie; to fire exit 1 & EDB)
Fire Hydrant Systems	BCA 2009 CI E1.3, AS2419.1-2005
Fire seals protecting openings in fire-resisting components of the building	BCA 2009 CI C3.15 & AS1530.4-2005, AS4072.1-2005
Fire Windows	Fire Rated Glass Block Windows (western wall Unit 1), BCA 2009 CI Spec 3.4 FRL -/60/- Solaris Glass blocks, 190x190x80 under German Test cert IBMB3982/6800-Mp dated 8/11/2000 & CSIRO Assessment No. FCO-2115dated 26/5/04, AS1905
Hose Reel Systems	BCA 2009 CI E1.4 & AS2441-2005
Lightweight Construction (western first floor Unit 1)	Part C BCA, BCA 2009 CI C1.8 & Spec C1.8 plus manufacturer's specifications
Portable Fire Extinguishers	BCA 2009 CI E1.6 & AS2444-2001
Smoke Detectors & Heat Detectors	BCA 2009 Spec E2.2a & AS 3786 -1993
Solid Core Doors	Part C BCA, BCA 2009 CI C3.11(d)

## NOVEMBER 2022 - OCTOBER 2023

SP85577 - 27-29 DURBAR AVENUE, KIRRAWEE (Generated: 11/11/2022)

SCHEDULE	DATE
Action	2023
Levies Due	15 January
Garage Door 1	1 February
Levies Due	1 April
Pump Detention Pit 3	1 April
Pump Detention Pit 1	1 May
Fire Inspection	15 May
Insurance Policy Due	31 May
Levies Due	1 July
Levies Due	1 October
Pump Detention Pit 4	1 October

\* This document illustrates the proposed dates for scheduled maintenance and services for your Strata scheme and its contents are subject to change.



Level 33, 101 Miller Street  
North Sydney NSW 2060

PO BOX 500, North Sydney NSW 2059

## Certificate of Currency

### CHU Residential Strata Insurance Plan

<b>Policy No</b>	<b>HU0000013645</b>
<b>Policy Wording</b>	CHU RESIDENTIAL STRATA INSURANCE PLAN
<b>Period of Insurance</b>	31/05/2022 to 31/05/2023 at 4:00pm
<b>The Insured</b>	THE OWNERS - STRATA PLAN 85577
<b>Situation</b>	27 DURBAR AVENUE KIRRAWEE NSW 2232

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#### Policies Selected

##### **Policy 1 – Insured Property**

Building: \$8,170,000  
Common Area Contents: \$81,700  
Loss of Rent & Temporary Accommodation (total payable): \$1,225,500

##### **Policy 2 – Liability to Others**

Sum Insured: \$30,000,000

##### **Policy 3 – Voluntary Workers**

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

##### **Policy 4 – Workers Compensation**

Not Available

##### **Policy 5 – Fidelity Guarantee**

Sum Insured: \$250,000

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

Sum Insured: \$1,000,000

##### **Policy 7 – Machinery Breakdown**

Not Selected

##### **Policy 8 – Catastrophe Insurance**

Not Selected

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





Government Audit Costs: \$25,000

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

Legal Defence Expenses: \$50,000

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

Sum Insured: \$250,000

**Flood Cover is included.**

Date Printed

10/05/2022

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

# Recommended Annual Capital Works Fund Payment Plan and verification of the recommendations

## PAYMENT PLAN

10 Year Plan for:	The Owners of Strata Plan 85577 - 27-29 Durbar Avenue, Gympie		Strata Plan:	SP85577
Period covered by the Plan:	31 October 2021 to 31 October 2031		Plan prepared on:	20 January 2021

End of Year	Year Ending	Recommended Fund Payment	Annual % change in Fund Payment	Adjustment to Fund Payment (increase/decrease)	Fund Balance + Interest + Annual Fund Payment	Costs in each year refer to the table above (page 3)	Fund Balance	Interest on the Fund Balance
A	B	C	D	E	F	G	H	I
					H+I+C		F-G	0.75%
							\$22,500	\$169
1	Oct-22	\$13,910			\$36,578	\$518	\$36,061	\$270
2	Oct-23	\$14,466	4.00%		\$50,797	\$1,714	\$49,083	\$368
3	Oct-24	\$15,045	4.00%		\$64,496	\$7,318	\$57,178	\$429
4	Oct-25	\$15,646	4.00%		\$73,254	\$7,000	\$66,254	\$497
5	Oct-26	\$16,272	4.00%		\$83,023	\$9,969	\$73,053	\$548
6	Oct-27	\$16,923	4.00%		\$90,524	\$9,376	\$81,148	\$609
7	Oct-28	\$17,600	4.00%		\$99,357	\$11,023	\$88,334	\$663
8	Oct-29	\$18,304	4.00%		\$107,300	\$13,652	\$93,648	\$702
9	Oct-30	\$19,036	4.00%		\$113,387	\$54,986	\$58,401	\$438
10	Oct-31	\$19,798	4.00%		\$78,637	\$23,295	\$55,342	\$415
11	Oct-32	\$20,590	4.00%		\$76,347		\$76,347	\$573

Note: some figures may be rounded

Assumptions	
Base Annual Capital Works Fund contribution for Capital Items	\$13,910
Buffer (or adjustment to the base annual contribution)	
<b>Recommended Annual Fund Contribution (After Buffer)</b>	<b>\$13,910</b>
Current Annual Capital Works Fund contribution (as instructed)	\$13,336
Current Capital Works Fund Balance (as instructed)	\$22,500
Annual Capital Works Fund Payment increase rate	4.00%
Adopted Investment Rate after tax	0.75%

Our Recommendation of the Annual Fund Payments for the next 11 years is set out in the Table above. Column C (Recommended Fund Payment) may include Extra Costs Payments (positive adjustment) or reductions in the Recommended Fund Payment (negative adjustment) from Column E to ensure that the Fund Balance remains positive in each year. Column F includes the Fund Balance as at the end of the previous year plus any interest earned plus the Recommended Fund Payment for the current year. Column G sets out the Anticipated Expenses in each year as set out on Pages 3 and 4. Column H is the Fund Balance which remains positive and proves our Recommendations are correct.

# ANNUAL REPORT FROM STRATA MANAGER

## Functions Performed Under Delegated Authority

Section 55 of the Strata Schemes Management Act 2015 obligates all strata managers to provide a report at least once a year outlining the functions performed under the delegated authority granted by the Owners Corporation to the agent. A summary of the major events for Strata Plan No: 85577 for the 12 month period ending 31-OCT is as follows;

Time Recorded:	46:53 Hours	Documents Registered:	211	Meetings:	0
No. of Entries:	614	Invoices Processed:	52	Insurance Work:	17
Emails:	401	By-law Inquiries:	1	Correspondence:	0
Phone Calls:	5	Inspections:	0	Debt Recovery:	0
Work Orders:	11	Update Details:	5	184 Certificates:	1
General Admin:	21	Fire Compliance:	5	SMS's Issued:	0

## Privacy of information:

Owners should be aware that all correspondence, including letters, facsimile transmissions and emails are retained on the file of the Owners Corporation. Whilst personal information such as phone numbers, addresses and email addresses will not be maintained on the Strata Roll, all correspondence must be made available during a Section 183 Inspection and may be viewed by other lot owners and prospective purchasers to the scheme.

In regards to the privacy of your information; Netstrata is required by law to protect the privacy of your personal information under the National Privacy Principles. This statement is an abbreviated version of our Privacy Statement; the complete text is published on our website [www.netstrata.com.au](http://www.netstrata.com.au); go to the 'Privacy' page. Alternatively you can request a copy from us by email or post. Briefly we gather and maintain personal information about you on behalf of your scheme of which we are the appointed managers. The legislation from which the National Privacy Principles have been derived largely supersedes sections of the Strata Schemes Management Act 2015 that previously permitted access to this information by third parties. Notwithstanding this, some of your personal information may be still be accessed by certain third parties in particular circumstances, for example to tradespersons during an emergency.

Other than the above, we will not disclose your personal information without your consent unless disclosure is either necessary to prevent an unreasonable threat to safety, damage to property, authorised or required by law, reasonably necessary to enforce the law or necessary to investigate a suspected unlawful activity.

## Report Pursuant to Section 60

Netstrata discloses that it has commercial arrangements with suppliers that may also provide services to your scheme including Macquarie Bank, Khoury Bros. & Co Accountants and CRM Brokers. Whilst we use and recommend these providers we DO NOT receive any rebate, discount or commission for providing this recommendation.

Netstrata 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.

The agent discloses that it has commercial arrangements with AMPAC Debt Recovery Services, Strategic Collection Services, Strata Energy Services and Prime Strata Consulting Services. Where these services are used and a referral fee is received, it will be disclosed and approved via this report.

Netstrata discloses that it is an authorised representative of CRM Brokers, Coverforce, and McCormack Harris. When insurances for your scheme are arranged through these entities our office receives a share of the brokerage charged, which last year was \$0.00. It is expected that this brokerage will be \$0.00 next year. The Brokerage received funds 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.

Netstrata discloses that Strata Insurance Services Pty Ltd (A.F.S. License 457333) and WinFire Pty Ltd, Resolute Maintenance Group and PG Martin Plumbing are wholly owned subsidiaries of the agent. When insurances are placed on behalf of your scheme all brokerage charged is retained by the subsidiary, not the agent. Strata Insurance Services Pty Ltd DOES NOT receive commissions for arranging insurance cover on behalf of your Owners Corporation. In the event WinFire, Resolute or PG Martin are engaged to undertake maintenance work or inspections at your scheme, the fees and charges associated with these works are detailed in the financial reports for your Owners Corporation.

# PROPOSED BUDGET

FINANCIAL PERIOD 01/11/2022 - 31/10/2023

SP85577 - 27-29 DURBAR AVENUE, KIRRAWEE (Generated: 11/11/2022)

Administrative Fund	Proposed Budget	Actual	Accepted Budget	Variance
	01/11/22 - 31/10/23	01/11/21 - 31/10/22	01/11/21 - 31/10/22	01/11/21 - 31/10/22
<b>Income</b>				
<b>Insurance Claim Income</b>				
Insurance Claim Income	\$0.00	\$3,944.00	\$0.00	(\$3,944.00)
<b>Levy Income</b>				
Contributions - General	\$33,000.00	\$27,803.30	\$27,800.00	(\$3.30)
<b>Total Income</b>	<b>\$33,000.00</b>	<b>\$31,747.30</b>	<b>\$27,800.00</b>	
<b>Expenses</b>				
<b>Accounting, Taxation &amp; Banking</b>				
Bank Fees	\$45.00	\$32.60	\$45.00	\$12.40
DEFT Process Fees	\$45.00	\$39.50	\$45.00	\$5.50
BAS & Tax Administration	\$310.00	\$301.18	\$310.00	\$8.82
<b>Building General</b>				
General Maintenance	\$500.00	\$619.60	\$0.00	(\$619.60)
Garage Security Gate / Shutter	\$600.00	\$1,175.00	\$500.00	(\$675.00)
<b>Cleaning</b>				
Cleaning - General	\$500.00	\$605.00	\$700.00	\$95.00
<b>Electrical</b>				
Electrical Repairs	\$300.00	\$0.00	\$300.00	\$300.00
<b>Electricity</b>				
Electricity Consumption	\$2,500.00	\$1,675.25	\$1,800.00	\$124.75
<b>Fire Control</b>				
Fire Services	\$1,400.00	\$1,375.79	\$1,436.00	\$60.21
<b>Garden &amp; Grounds</b>				
Lawn Mowing & Gardening	\$3,500.00	\$2,948.00	\$2,500.00	(\$448.00)
<b>Insurance</b>				
Insurance Premium	\$15,550.00	\$13,033.24	\$12,000.00	(\$1,033.24)
Insurance Valuation Report	\$220.00	\$220.00	\$200.00	(\$20.00)
<b>Plumbing</b>				
Plumbing - General	\$700.00	\$1,111.94	\$700.00	(\$411.94)
Detention Pit & Pump Maintenance	\$770.00	\$649.00	\$770.00	\$121.00
Roofing & Gutters	\$0.00	\$2,470.00	\$0.00	(\$2,470.00)
<b>Rubbish Removal</b>				
Waste Removal	\$0.00	\$0.00	\$300.00	\$300.00
<b>Strata/Building Administration</b>				
Inspection Fees	\$0.00	\$160.00	\$0.00	(\$160.00)
Management Services	\$4,000.00	\$3,824.00	\$3,824.00	\$0.00
Owner Refund	\$0.00	\$1,895.10	\$0.00	(\$1,895.10)
Printing, Postage & Stationery	\$550.00	\$530.42	\$600.00	\$69.58
Signs & Signage Installation	\$0.00	\$694.10	\$0.00	(\$694.10)
Strata Administration	\$540.00	\$583.30	\$500.00	(\$83.30)
Legislative Compliance	\$0.00	\$333.00	\$0.00	(\$333.00)
General Expenses	\$0.00	\$0.00	\$300.00	\$300.00
<b>Telephone</b>				
Lift Phone & Phone Charges	\$50.00	\$38.77	\$50.00	\$11.23
<b>Water</b>				
Water Consumption	\$920.00	\$902.08	\$920.00	\$17.92

# PROPOSED BUDGET

FINANCIAL PERIOD 01/11/2022 - 31/10/2023

SP85577 - 27-29 DURBAR AVENUE, KIRRAWEE (Generated: 11/11/2022)

Administrative Fund	Proposed Budget	Actual	Accepted Budget	Variance
	01/11/22 - 31/10/23	01/11/21 - 31/10/22	01/11/21 - 31/10/22	01/11/21 - 31/10/22
Total Expenses	\$33,000.00	\$35,216.87	\$27,800.00	
Surplus / Deficit	<u>\$0.00</u>	<u>(\$3,469.57)</u>	<u>\$0.00</u>	

# PROPOSED BUDGET

FINANCIAL PERIOD 01/11/2022 - 31/10/2023

SP85577 - 27-29 DURBAR AVENUE, KIRRAWEE (Generated: 11/11/2022)

Capital Works Fund	Proposed Budget 01/11/22 - 31/10/23	Actual 01/11/21 - 31/10/22	Accepted Budget 01/11/21 - 31/10/22	Variance 01/11/21 - 31/10/22
<b>Income</b>				
<b>Levy Income</b>				
Contributions - General	\$14,460.00	\$13,899.40	\$13,900.00	\$0.60
<b>Total Income</b>	<b>\$14,460.00</b>	<b>\$13,899.40</b>	<b>\$13,900.00</b>	
<b>Expenses</b>				
<b>Building General</b>				
Garage Security Gate / Shutter	\$0.00	\$2,295.00	\$0.00	(\$2,295.00)
Capital Works Fund Maintenance	\$14,460.00	\$0.00	\$13,900.00	\$13,900.00
<b>Total Expenses</b>	<b>\$14,460.00</b>	<b>\$2,295.00</b>	<b>\$13,900.00</b>	
<b>Surplus / Deficit</b>	<b>\$0.00</b>	<b>\$11,604.40</b>	<b>\$0.00</b>	

# CONTRIBUTION SUMMARY

FINANCIAL PERIOD 01/11/2022 - 31/10/2023

SP85577 - 27-29 DURBAR AVENUE, KIRRAWEE (Generated: 11/11/2022)

Lot	Unit	Owner Names	UoE	Quarter 1	Quarter 2	Quarter 3	Quarter 4	Total
1	1	Robert and Michele Greenwood	86	\$1,009.65	\$1,009.65	\$1,009.65	\$1,009.65	\$4,038.60
2	2	Gregory & Marie Vandepol	88	\$1,033.15	\$1,033.15	\$1,033.15	\$1,033.15	\$4,132.60
3	3	Emily Brook Kirgan	86	\$1,009.65	\$1,009.65	\$1,009.65	\$1,009.65	\$4,038.60
4	4	Brijeshkumar & Riddhi Pathak	83	\$974.40	\$974.40	\$974.40	\$974.40	\$3,897.60
5	5	William Desmond & Tracey Lowe	83	\$974.40	\$974.40	\$974.40	\$974.40	\$3,897.60
6	6	Christopher Sutton & Jill Emanuel	82	\$962.70	\$962.70	\$962.70	\$962.70	\$3,850.80
7	7	Niki Corich & Matthew Lean	82	\$962.70	\$962.70	\$962.70	\$962.70	\$3,850.80
8	8	Janice & Peter Toogood	83	\$974.40	\$974.40	\$974.40	\$974.40	\$3,897.60
9	9	Jonathan Tam & Renee Taylor	82	\$962.70	\$962.70	\$962.70	\$962.70	\$3,850.80
10	10	Luke & Louise Mann	81	\$950.90	\$950.90	\$950.90	\$950.90	\$3,803.60
11	11	Helen Adams & Inna Katlynska	81	\$950.90	\$950.90	\$950.90	\$950.90	\$3,803.60
12	12	Luke & Linda Davies	83	\$974.40	\$974.40	\$974.40	\$974.40	\$3,897.60
		1000		\$11,739.95	\$11,739.95	\$11,739.95	\$11,739.95	\$46,959.80



# LEVY POSITIONS

FINANCIAL PERIOD 01/11/2021 - 31/10/2022

SP85577 - 27-29 DURBAR AVENUE, KIRRAWEE (Generated: 11/11/2022)

Lot	Unit	Owners	UOE	Opening Balance	Admin Levy	Capital Works Levy	Other Levy	Charges	Total	Discount	Paid	Closing Balance	Interest Paid
1	1	Robert and Michele Greenwood	86	0.00	2,390.80	1,195.40	0.00	0.00	3,586.20	0.00	3,586.20	0.00	0.00
2	2	Gregory & Marie Vandepol	88	0.00	2,446.40	1,223.20	0.00	0.00	3,669.60	0.00	3,669.60	0.00	0.00
3	3	Emily Brook Kirgan	86	0.00	2,390.80	1,195.40	0.00	0.00	3,586.20	0.00	3,586.20	0.00	0.00
4	4	Brijeshkumar & Riddhi Pathak	83	0.00	2,307.40	1,153.60	0.00	0.00	3,461.00	0.00	3,461.00	0.00	0.00
5	5	William Desmond & Tracey Lowe	83	832.80 cr	2,307.40	1,153.60	0.00	0.00	2,628.20	0.00	3,128.20	500.00 cr	0.00
6	6	Christopher Sutton & Jill Emanuel	82	0.00	2,279.60	1,139.80	0.00	0.00	3,419.40	0.00	3,419.40	0.00	0.00
7	7	Niki Corich & Matthew Lean	82	0.00	2,279.60	1,139.80	0.00	3.30	3,422.70	0.00	3,422.70	0.00	0.00
8	8	Janice & Peter Toogood	83	0.00	2,307.40	1,153.60	0.00	0.00	3,461.00	0.00	3,461.00	0.00	0.00
9	9	Jonathan Tam & Renee Taylor	82	0.00	2,279.60	1,139.80	0.00	0.00	3,419.40	0.00	3,419.40	0.00	0.00
10	10	Luke & Louise Mann	81	0.00	2,251.80	1,125.80	0.00	0.00	3,377.60	0.00	3,377.60	0.00	0.00
11	11	Helen Adams & Inna Katlynska	81	0.00	2,251.80	1,125.80	0.00	0.00	3,377.60	0.00	3,377.60	0.00	0.00
12	12	Luke & Linda Davies	83	0.00	2,307.40	1,153.60	0.00	0.00	3,461.00	0.00	3,461.00	0.00	0.00
				<b>1000</b>	<b>832.80 cr</b>	<b>27,800.00</b>	<b>13,899.40</b>	<b>0.00</b>	<b>3.30</b>	<b>40,869.90</b>	<b>0.00</b>	<b>41,369.90</b>	<b>500.00 cr</b>

	Admin	Capital Works	Total
Levies in Arrears	0.00	0.00	0.00
Levies Paid in Advance	500.00 cr	0.00	500.00 cr



### **Keeping of Animals By-Law**

The Owner or Occupier of a lot may keep an animal on a lot unless the keeping of the animal unreasonably interferes with another occupant's use and enjoyment of the occupant's lot or the common property, pursuant to Clause 3 of this By-Law.

Owners and Occupiers must register any cat or dog that you keep with the Owners Corporation and provide any details that the Owners Corporation requires, including the breed, colouring, age and name of the animal and a photograph of the animal.

#### **1. The Keeping of Animals**

The Owner or Occupier of a lot may keep:

- a) goldfish or other similar fish in a fish tank or indoor aquarium;
- b) canaries, budgerigars or similar birds kept indoors at all times;
- c) one or two domestic cats, one or two dogs or one domestic cat and one dog with the consent of the Owners Corporation which consent must not be unreasonably withheld. All cats and dogs must be microchipped and registered with the appropriate authorities. You must give evidence of such registration to the Owners Corporation before the animal is brought into the building and on request by the Owners Corporation; and
- d) provided it is microchipped and registered under the Companion Animals Act 1998 (NSW), a guide dog, hearing dog or other animal trained to assist to alleviate the effect of a disability if you or another person who lives with you needs the dog or other animal because of a visual disability, a hearing disability or any other disability. You must give evidence of such registration to the Owners Corporation before the animal is brought into the building and on request by the Owners Corporation.

#### **2. Informing the Owners Corporation**

The Owner or Occupier of a lot must register any cat or dog that you keep with the Owners Corporation and provide any details that the Owners Corporation requires, including the breed, colouring, age and name of the animal and a photograph of the animal.

#### **3. Unreasonable Interference**

The circumstances in which the keeping of an animal unreasonably interferes with another occupant's use and enjoyment of the occupant's lot or the common property are:

- a) the animal makes a noise that persistently occurs to the degree that the noise unreasonably interferes with the peace, comfort or convenience of another occupant, or
- b) the animal repeatedly runs at or chases another occupant, a visitor of another occupant or an animal kept by another occupant, or
- c) the animal attacks or otherwise menaces another occupant, a visitor of another occupant or an animal kept by another occupant, or
- d) the animal repeatedly causes damage to the common property or another lot, or
- e) the animal endangers the health of another occupant through infection or infestation, or
- f) the animal causes a persistent offensive odour that penetrates another lot or the common property, or
- g) for a cat kept on a lot—the owner of the animal fails to comply with an order that is in force under the Companion Animals Act 1998, section 31, or
- h) for a dog kept on a lot
  - i. the owner of the animal fails to comply with an order that is in force under the Companion Animals Act 1998, section 32A, or
  - ii. the animal is declared to be a menacing dog or a dangerous dog under the Companion Animals Act 1998, section 34, or
  - iii. the animal is a restricted dog within the meaning of the Companion Animals Act 1998, section 55(1).

#### **4. Controlling Animals**

If the Owner or Occupier of a lot has an animal under this by-law they must ensure that the animal does not wander onto:

- a) another Apartment; or
- b) Common Property.

The Owner or Occupier of a lot must ensure that the animal does not make any noise that causes unreasonable disturbance or interferes with the reasonable quiet enjoyment of any other Owner or Occupier, including, without limitation, intermittent or ongoing noise that is audible in another Apartment.

## **5. Cleanliness**

An Owner or Occupier of a lot must:

- a) ensure that their pet(s) are kept in a clean and hygienic condition;
- b) ensure that dogs or cats or other pets do not defecate or urinate anywhere other than in a pet litter tray or box within the lot;
- c) keep any pet litter tray or box clean and odour free;
- d) ensure no pet related odours are at any time emitted from the lot (including any Balconies); and
- e) not allow any pet faeces, urine or hair or pet litter tray contents to enter the Building drainage system or common property.

## **6. Owners Corporation Right to Remedy Breach**

Where the Owner or Occupier of a lot breaches this By-Law and allows an animal to unreasonably interfere with another occupant's use and enjoyment of the occupant's lot or the common property, the Owners Corporation reserve the right to apply the following administrative fees for communicating and/or remedying the breach to the offending lot owner:

- a) A fee of \$50 for notifying in writing to, or remedying a breach of this By-Law for, the Owner or Occupier of a Lot for a second time (the First notification will bear no administrative fee);
- b) A fee of \$100 for notifying in writing to, or remedying a breach of this By-Law for, the Owner or Occupier of a Lot for a third time; and
- c) A fee of \$250 for notifying the Owner or Occupier of a Lot with respect to Section 146 of the Strata Schemes Management Act 2015 by issuing a notice to comply with this By-Law.

Any administration fee charged by the Owners Corporation to a lot owner shall be applied to the lot as a debt. Where an administrative fee has been applied pursuant to this By-law, a lot owner may apply to the Owners Corporation or Strata Committee that the Administrative fee be reduced or waived. In the event the Owners Corporation rejects a request made by a lot owner, all charges imposed by this By-law shall stand.

### **Moving and Delivering of Goods By-Law**

An Owner or Occupier must not transport or permit or cause to be transport goods on Common Property except in compliance with this By-law.

#### **1. Conditions**

- a) Prior to transporting goods on Common Property, Owners and Occupiers:
  - i) must give the Owners Corporation not less than 72 hours' notice of the date and time the goods will be transported,
  - ii) must give details to the Owners Corporation if the Owner or Occupier has engaged a removalist (name, telephone number, mobile number, address, email address and contact name),
  - iii) must give to the Owners Corporation evidence of suitable public liability or contractors all risk insurance held by the removalist for the benefit and protection of the Owners Corporation,
  - iv) must provide the Owners Corporation their contact number(s), email address and vehicle registration details.
- b) Owners and Occupiers may only transport goods on Common Property at the times and in accordance with the directions of the Owners Corporation.
- c) Owners and Occupiers may only transport goods in a lift if the lift has a lift protector or blanket.
- d) Owners and Occupiers must ensure they and their removalist comply with all rules of the Owners Corporation in connection with transporting goods on common property.
- e) Owners and Occupiers are permitted to transport goods on Common Property only between the hours of 7.00am to 9.00pm and subject to the terms of this By-law.
- f) Owners and Occupiers must ensure neither they nor their removalists:
  - i) obstruct Common Property when transporting the goods, or
  - ii) interfere with the peaceful enjoyment of Common Property by another Owner or Occupier.
- g) Owners and Occupiers must supervise their removalist in order to ensure no damage is done to the Common Property, another Lot or property vested in the Owners Corporation, by transporting goods.
- h) Owners and Occupiers must at their own expense:
  - i) immediately rectify any damages caused to Common Property, another Lot or property vested in the Owners Corporation, by transporting goods;
  - ii) must remove debris or other materials left on Common Property as a result of transporting goods; and
  - iii) must clean any part of the Common Property which requires cleaning as a consequence of transporting goods.

#### **2. Move-in/out Security Deposit**

- a) Prior to transporting goods on Common Property, if requested by the Owners Corporation, Owners and Occupiers:
  - i) must give a Move-in/out Security Deposit of \$500.00 to the Owners Corporation to be used by the Owners Corporation in accordance with the terms of this By-law; and
  - ii) must give to the Owners Corporation, if the Owners Corporation reasonably determines, a non-refundable Move-in/out Fee of \$45.00 for the administration of this process.
- b) The Owners Corporation may apply all or part of a Move-in/out Security Deposit to remedy a breach of this By-law.
- c) Such an application by the Owners Corporation is without prejudice to any other right or remedy of the Owners Corporation.
- d) If goods are being transported by an Owner or Occupier who is already in occupation of a Lot, then only one Move-in/out Security Deposit must be paid by the Owner or Occupier before transporting the goods.
- e) Provided the Owners Corporation is satisfied there has not been a breach of this By-law or if there has been a breach, that breach has been rectified, the Owners Corporation must refund the Move-in/out Security Deposit paid under this By-law (or so much of it that remains unrefunded) to the party who provided it within 7-10 business days of the Owner or Occupier completing transportation of the goods.
- f) The Move-in/out Security Deposit in respect of this is By-law is \$500.00 unless determined otherwise by the Owners Corporation, Strata Committee or Strata Managing Agent.
- g) The Move-in/out Security Deposit must be paid by the Owner or Occupier before transporting the goods.
- h) The non-refundable Move-in/out Fee in respect of this is By-law is \$45.00 unless determined otherwise by the Owners Corporation, Strata Committee or Strata Managing Agent.
- i) Any non-refundable Move-in/out Fee charged by the Owners Corporation to a lot owner shall be applied to the lot as a debt.

## **Recovery of Stationery Expenses By-Law**

### **Intention**

- i. The intention of this By-law is to provide the Owners Corporation with a fair and equitable mechanism to recover the costs of reasonable stationery expenses incurred by the Owners Corporation for the distribution of serving notices on lot owners via post or other non-electronic means.
- ii. The Owners Corporation recognise that the Strata Schemes Management Act 2015 enables the Owners Corporation to issue notices to owners and tenants via email and that this medium of communication is far more cost effective and environmentally friendly than non-electronic means.

### **A) Definitions**

- i. Terms used in this By-law which are defined in the Strata Schemes Management Act 2015 have the same meaning given to them in that Act
- ii. The following terms are defined to mean:
  - ‘Stationery Expense’** means the costs incurred by the Owners Corporation for serving documents on lot owners by post or other non-electronic means;
  - ‘Administrative Fee’** means an amount of \$20.00 per quarter (or other such amounts that may be determined by the Owners Corporation or Strata Committee from time to time acting reasonably) commensurate with administrative costs charged to the Owners Corporation
  - ‘New Owners’** mean any owner/s that purchases a lot in the scheme after the date this By-law is registered.
  - ‘Notice’** means any written correspondence that is issued by the Owners Corporation by post or other non-electronic means
  - ‘the Act’** means the Strata Schemes Management Act 2015

### **B) Rights and Obligation of Owners**

- i. Where a lot owner has not provided the Owners Corporation with an email address for the service of notices as prescribed by the Act, the Owners Corporation may impose upon that lot owner an Administrative fee for reimbursement of serving documents via post or other non-electronic means.
- ii. A lot owner has 6 months from the date this By-law is passed to register an email address for the service of notices before the Owners Corporation is entitled to charge an administrative fee.
- iii. In the case of ‘new owners’, they shall have 3 months from the date the Owners Corporation is furnished with a Section 22 notice pursuant to the Act before the Owners Corporation is entitled charge an administrative fee
- iv. Where an administrative fee has been applied pursuant to this By-law, a lot owner may apply to the Owners Corporation or Strata Committee that the Administrative fee be reduced or waived.
- v. In the event the Owners Corporation rejects a request made by a lot owner pursuant to sub-clause B)(iv) above, all charges imposed by this By-law shall stand.

### **C) Rights, Powers and Obligations of the Owners Corporation**

- i. The Owners Corporation shall have the following additional powers, authorities, duties, functions and obligations;
- ii. The Owners Corporation shall have the power to recover all costs outlined in clause B) above from a lot owner as a debt by way of a levy charged to the lot;
- iii. The Owners Corporation must serve upon the owner a written notice of the contribution payable;
- iv. The Owners Corporation may charge interest upon any contribution payable under this By-Law pursuant to section 85 of the Act;
- v. The Owners Corporation may initiate debt recovery proceedings for any contribution payable under this By-Law pursuant to section 86 of the Act.

# WHAT'S COVERED BY STRATA BUILDING INSURANCE

## WHAT IS BUILDING INSURANCE

Quite simply, Strata Building Insurance protects the Owners Corporation for damage sustained to the building as a result of an Accidental or Malicious act. Common examples are;

- Fire/Arson
- Storm/Tempest
- Lightning Strikes
- Vandalism
- Vehicular Impact
- Burglary & Theft
- Glass Breakage
- Burst Pipes
- Earthquakes

A common misapprehension is that Strata Building Insurance protects the Owners Corporation for the routine maintenance items or building defects such as the repair of leaking shower trays, settlement/movement cracks in walls & ceilings or concrete cancer, unfortunately this is not the case. The easiest comparison to think of is motor vehicle insurance. You can insure your vehicle against having an accident, however you cannot insure your vehicle for wearing out. This same principle applies to Strata Building Insurance.

## HOW IS AN OWNER OF A LOT PROPERTY PROTECTED?

Every Owners Corporation has a mandatory duty to insure 'the building' against accidental or malicious damage – section 160 (1), Strata Schemes Management Act 2015 (the Act).

Lot space within a strata scheme is commonly defined as;

“the cubic air-space contained within the inner surface of the boundary walls, under surface of the ceiling and upper surface of the floor”

Under this definition the lot owner is responsible for the repair, replacement and maintenance of all building components housed within the lot, such as;

- Internal walls
- Internal doors
- Toilets, baths & basins
- Shower screens
- Built-in wardrobes
- Kitchen sinks, cabinets and bench tops
- Appliances, such as wall and bench ovens, cook tops, range hoods, hot water heaters and bathroom & laundry exhaust fans

For example, a leaking tap washer in the kitchen or leak through a shower

## WHAT'S COVERED BY STRATA BUILDING INSURANCE

screen is the lot owners' responsibility to maintain. However, by virtue of the term 'the building' being included in section 160 (1), many of the building components contained within the 'lot' are protected by the mandatory Building Insurance that is taken out by the Owners Corporation.

Simply speaking these items are the lot owners' responsibility for the purposes of repair, replacement and maintenance, however they are protected by the Strata Building Insurance if damaged via an insurable event.

### **ARE MY CONTENTS COVERED?**

No, the contents and fittings contained within your lot ARE NOT protected by the Strata Building Insurance and are specifically excluded from the policy, items such as;

- Carpets and underlay
- Floating floorboards
- Wallpaper
- Curtains and blinds
- Light fittings
- Paint work on walls & ceilings
- Wall tiles located on internal walls
- Any furnishing or personal contents
- Electrical appliances that are not hardwired into the building e.g. clothes dryers, dishwashers or microwaves

Owner-occupiers may extend the cover on their contents insurance to include the items not covered by the strata building Insurance. Most major mainstream insurers in NSW are aware of the delineation between strata building insurance and contents insurance for a strata property and are happy to extend home contents insurance to include the items listed above.

Non-resident or investor owners may take out 'Landlords Insurance' for a sufficient sum to cover the fittings of their lot. However all owners should undertake their own inquiries with their insurer or insurance broker to ensure their contents are adequately protected by their contents policy



# STATUTORY INFORMATION

## **QUORUM (CLAUSE 17, SCHEDULE 1)**

1. A motion submitted at a meeting must not be considered, and an election must be held at a meeting, unless there is a quorum present to consider and vote on the motion or on the election.
2. 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 permitted means other than a vote in person is taken to be present for the purposes of determining whether there is a quorum.
4. 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. 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.

## **RESOLUTIONS**

### **Ordinary Resolution**

A motion put to a meeting of the Owners Corporation is decided according to the majority in number of votes cast for and against the motion with each person having one vote for each lot in respect of which the person is entitled to vote.

### **Special Resolution**

If a motion put to a general meeting of the Owners Corporation requires a special resolution\*, the passing of a special resolution requires that a vote to be taken by units of entitlement and that not more than one quarter of the units of entitlement represented at the meeting and entitled to vote, vote against the motion.

### **Unanimous Resolution**

If a motion put to a general meeting of the Owners Corporation requires a unanimous resolution\*, the passing of a unanimous resolution requires that no vote to be cast against the motion.

\*Such motions are clearly indicated in the form of motion.

# STATUTORY INFORMATION

## **VOTING RIGHTS (PART 4, SCHEDULE 1)**

You, or where this notice is addressed to a corporation, your company nominee, may vote at the meeting:

1. Either in person at the meeting or by duly appointed \*proxy whose instrument of appointment is given to the secretary of the Owners Corporation before the commencement of the meeting;
2. Except in the case of a motion requiring a unanimous resolution, only if all contributions levied and payable on the above lot(s), and any other monies recoverable under the above Act by the Owners Corporation from you at the date of this notice, have been duly paid before the commencement of the meeting; and
3. In the case of an owner of a lot subject to a first mortgage shown on the strata roll (a priority vote), only if the mortgagee fails or neglects to exercise the voting power conferred on him by schedule 2 part 2 of the above Act.
4. Where this notice is addressed to a corporation, the company nominee voting at the meeting must be the company nominee/s specified on the section 22 notice and strata roll for the Owners Corporation. The nominee must also provide the chairperson with a written authorisation of their entitlement to vote at the meeting.
5. A power of attorney may only cast a vote at the meeting via a duly completed Proxy Appointment Form signed by the owner/s of the lot they are representing.

## **PRE-MEETING ELECTRONIC VOTING**

Owners Corporations may allow for 'Pre-Meeting Electronic Voting' which is a means of casting a vote electronically, up to 24 hours before the commencement of a meeting.

Our office has implemented an electronic voting mechanism which is accessible via the Netstrata weblink portal established for your Strata Scheme. Owners who cannot attend a meeting or prefer to vote electronically may logon to the portal (website - <https://portal.netstrata.com.au/>) and cast a vote for the motions being considered at the meeting. There are however the following limitations as imposed in the Strata Schemes Management Regulation 2016 (Regulation 14):

1. The pre-meeting vote may have no effect where a motion is amended at a meeting;
2. A motion that is to be determined wholly by pre-meeting electronic voting may not be amended at the meeting for which the pre-meeting electronic voting is conducted;
3. A motion that is to be determined partly by pre-meeting electronic voting must not be amended at the meeting for which the pre-meeting electronic voting is conducted if the effect of the amendment is to change the subject matter of the original motion;
4. A pre-meeting vote may not be counted for the purposes of a Strata Committee election.



# GENERAL MEETING INFORMATION

## OFFICE LOCATION & ACCESS

Our Meeting Rooms are located above 'Hardcore Gym', pedestrian entry from 298 Railway Parade, Carlton. Parking is available at the rear of our premises and Carlton railway station from Railway Parade. Lift Access for disabled or less mobile persons is available via our rear entry with prior notification to your strata manager. The facilities at our office enable the meetings for your scheme to be conducted in a comfortable and business like environment and avoid potential W.H. & S. issues and other liabilities for your scheme.

## ABOUT THE AGENDA

A synopsis of the motions to be determined at this meeting as well as the statutory requirements relating to the conduct of a general meeting are detailed in the meeting notice. Whilst they are largely self-explanatory, we urge you to read them so you are fully aware of your rights and obligations surrounding the matters to be determined.

## MEETING DURATION

The duration of the meeting will largely depend on the number of motions to be determined. A simple proxy meeting (i.e. one conducted via proxy/postal vote) may only take a few minutes, whereas an Annual General Meeting usually last around 1 hour.

## WHERE TO FIND OUT MORE

Copies of 'Strata Living', an owner's guide produced by NSW Fair Trading is available from the NSW Fair Trading website [www.fairtrading.nsw.gov.au](http://www.fairtrading.nsw.gov.au). Strata Living is a useful guide outlining all your rights, obligations and responsibilities of owning in and the administration of Strata Properties in NSW.

You can also find out more regarding the operation of your scheme, strata legislation and other useful information by visiting our website [www.netstrata.com.au](http://www.netstrata.com.au).

## QUESTIONS?

We encourage your questions and feedback surrounding all aspects of the administration of your strata property, however to save time at the meeting we'd ask that any questions you may have regarding the agenda or attachments be directed to your strata manager prior to the meeting.

## VOTING & ATTENDANCE

If you are unable to attend the meeting you may signal your voting via the Proxy/Voting form enclosed with the meeting notice or vote online via your owner portal at [www.netstrata.com.au](http://www.netstrata.com.au). Please note however only committee members may vote at committee meetings.

## GENERAL DISCUSSIONS

If time permits there will be a general discussion period at the conclusion of the meeting so owners have an opportunity to raise other matters not on the agenda, however any decisions made will be limited to the delegated authority of the manager.



[www.netstrata.com.au](http://www.netstrata.com.au)

P: 1300 638 787

[admin@netstrata.com.au](mailto:admin@netstrata.com.au)

Emergency (after hours): 1300 663 760

**Head Office**

298 Railway Parade  
Carlton NSW 2218

**Wollongong Office**

Suite 3.03, 3 Rawson St  
Wollongong NSW 2500

**Sydney CBD Sales Office**

Level 26, 44 Market St  
Sydney NSW 2000

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26 November 2021

To All Owners, Strata Plan No. 85577  
27-29 DURBAR AVENUE, KIRRAWEE

Dear Owners,

**RE: MINUTES OF ANNUAL GENERAL MEETING | STRATA PLAN NO. 85577 AT  
27-29 DURBAR AVENUE, KIRRAWEE**

Attached are the minutes of the recent Annual General Meeting conducted for your strata scheme and enclosed is a levy payment notice for your 1st quarter levies. The payment options for your levies are detailed on the back of the levy payment notice. We urge you to read the minutes so you're aware of the issues discussed at the meeting and we also write to bring the following matters to your attention;

### 1. DO YOU HAVE APPROPRIATE CONTENTS & LANDLORDS INSURANCE?

Although many of the elements within your lot are protected by the Strata Building Insurance, we recommend that all owners effect Contents Insurance to protect those elements of your lot that are not covered by Building Insurance.

C.H.U. Australia's leading Strata Insurance provider is now offering comprehensive Common Contents and Landlord Insurance for owners in Strata Schemes and as a special offer to Netstrata clients, you'll receive an additional 20% discount.

For a quote and simply go to our website [www.netstrata.com.au](http://www.netstrata.com.au) and follow the prompts.

### 2. YOUR OWNER PORTAL

You can obtain all the pertinent information relating to your scheme via your Owner Portal at [www.netstrata.com.au](http://www.netstrata.com.au). From here you are able to access;

- The Minutes Book for your scheme
- The current Financial Records for your lot
- The Insurance Certificate & P.D.S. for the scheme
- Maintenance Reports
- The Financial Records for your scheme
- The By-laws for your scheme
- R.P. Data Sales and Area Profile reports
- Update your personal information

### 3. BY-LAWS

You will note from the minutes that several new By-laws may have been passed for your strata scheme. The details of each of these new By-laws are specified in the minutes of the meeting and it is important that you read these By-laws so you are fully aware of how they affect your lot. All other By-Laws that were registered with the strata scheme remain unchanged. Should you have any questions regarding the By-Laws please don't hesitate to contact our office.

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#### 4. INSTALLATION OF SECURITY DEVICES

The security of the strata scheme and individual apartments is of paramount importance for all owners and residents at the scheme.

NSW legislation permits all owners to undertake the installation of additional locking devices, security screens or other security devices to their windows, front doors, balcony doors and garage doors to further secure their individual apartments, villas or townhouses. However, please note, any additional locking devices must adhere to current fire safety regulations – a licensed locksmith will be able to advise such regulations.

To further assist we have developed an information guide - 'Securing your Strata Title or Community Title Property'. This guide has been prepared in conjunction with our office and the NSW Police and provides owners with several useful tips surrounding communal security. For a copy go to the news and information pages at our website [www.netstrata.com.au](http://www.netstrata.com.au)

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#### 5. WANT TO FIND OUT MORE...?

To assist owners with the increasing complexity of strata scheme living, we offer a variety of newsletters explaining your rights and obligations of owning a strata property, including;

- Building Security
- Maintenance Responsibilities
- Cleaning & Gardening Specifications
- Strata Building Insurance – How am I Covered?
- Strata Definitions
- Frequently Asked Questions

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#### 6. 24HR TRADE EMERGENCY SERVICES

Our office provides all owners with access to 24 hour Emergency Trade Services, simply call 1300 663 760 to access;

- Plumbing, Gas and Hot Water
- Glazing
- Automated Garage Doors and Security Gates
- Electrical
- Locksmiths
- Lift Breakdowns

We hope this information about your strata scheme proves helpful and look forward to working with you and all owners for the common amenity of the property.

Should you have any questions or require further information regarding these or any other matters of your strata scheme please do not hesitate to contact our office.

Sincerely,  
NETSTRATA

*Craig Clark*

Craig Clark | Direct Line: 02 8567 6409 | Email: [craig.clark@netstrata.com.au](mailto:craig.clark@netstrata.com.au)

# MINUTES OF ANNUAL GENERAL MEETING

Strata Plan	85577 - 27-29 DURBAR AVENUE, KIRRAWEE
Meeting date	25/11/2021
Commenced	6:00 PM
Apologies	Nil
Pre Meeting Voting	Lot 3
Owners in Attendance	Lot 1, Lot 10, Lot 2, Lot 5, Lot 8
Proxies	Nil
Corporate Authorisation	Nil
Guests	Nil
Quorum	The required Units of Entitlement were present, a quorum was formed
Chairperson	Craig Clark

NETWORK STRATA SERVICES PTY LTD | A.C.N. 064 030 324 | All correspondence: PO Box 265, Hurstville BC NSW 1481

HEAD OFFICE  
298 Railway Parade  
Carlton NSW 2218

SYDNEY CBD SALES OFFICE  
Level 26, 44 Market St  
Sydney NSW 2000

WOLLONGONG OFFICE  
Suite 3.03, 3 Rawson Street  
Wollongong NSW 2500

P 1300 638 787  
E [admin@netstrata.com.au](mailto:admin@netstrata.com.au)  
W [admin@netstrata.com.au](http://admin@netstrata.com.au)

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MOTION 1. Confirm Previous Minutes	RESOLVED	that the minutes of the last general meeting were confirmed as a true and accurate account of the proceedings of that meeting.  <b>Vote:</b> 5 Resolve, 1 Abstain, 0 Defeat
MOTION 2. Confirm Financials	RESOLVED	that the Financial Statements as presented were adopted.  <b>Vote:</b> 5 Resolve, 1 Abstain, 0 Defeat  <b>Notes:</b> The strata committee raised that there are still a couple of outstanding questions to be answered regarding some administration fee charges that the strata manager will review.
MOTION 3. Appoint an Auditor	DEFEATED	The Owners Corporation did not appoint an auditor at this time.  <b>Vote:</b> 0 Resolve, 1 Abstain, 5 Defeat
MOTION 4. To confirm the A.F.S.S.	RESOLVED	that the owners considered the Annual Fire Safety Statement and that the Strata Managing Agent shall continue to co-ordinate the inspection process and necessary administrative processes to obtain the statement for the coming year.  It was further resolved that the current fire safety contractor, Catalyst Fire was considered competent by the Owners Corporation in accordance with the Environmental Planning and Assessment Amendment (Fire Safety and Building Certification) Regulations 2017. Window locks will not be included in this inspection.  <b>Vote:</b> 5 Resolve, 1 Abstain, 0 Defeat
MOTION 5. Consider Building Defects	RESOLVED	the Owners Corporation discussed the statutory warranty periods which apply to the strata scheme and decided that there were no applicable and outstanding defects to consider at this point.  <b>Vote:</b> 5 Resolve, 1 Abstain, 0 Defeat
MOTION 6. Confirm Insurances	RESOLVED	that the Owners Corporation's insurances as presented were confirmed.  <b>Vote:</b> 5 Resolve, 1 Abstain, 0 Defeat



MOTION 7. Approve Maintenance	RESOLVED	<p>the Owners Corporation authorised Netstrata to proceed with the schedule of programmed maintenance as included in the Annual General Meeting (AGM) notice. The owners requested that pest control be removed, gutter cleaning added for every 6 months and to confirm that the garage door service is being done every 6 months not annually like mentioned on calendar.</p> <p><b>Vote:</b> 5 Resolve, 1 Abstain, 0 Defeat</p>
MOTION 8. Adopt Capital Works Report	RESOLVED	<p>that the Owners Corporation shall adopt the recommendation of the Capital Works fund plan in their annual budget.</p> <p><b>Vote:</b> 5 Resolve, 1 Abstain, 0 Defeat</p>
MOTION 9. Confirm the Annual Budget	RESOLVED	<p>that the amended budget be accepted as Administration fund \$27,800 and Capital Works fund \$13,900 for the year commencing 01/11/2021 and that the first contributions become due and payable for both the Administrative and Capital Works fund in quarterly instalments on 15/01/22, 01/04/22, 01/07/22 &amp; 01/10/22.</p> <p><b>Vote:</b> 5 Resolve, 1 Abstain, 0 Defeat</p>
MOTION 10. To Suspend Levy Interest	RESOLVED	<p>that the Owners Corporation shall temporarily suspend levy interest for all lots within the strata scheme for a period of 12 months.</p> <p><b>Vote:</b> 5 Resolve, 1 Abstain, 0 Defeat</p>
MOTION 11. Allow Payment Plans	DEFEATED	<p>That the Owners Corporation WILL NOT allow payment plans.</p> <p><b>Vote:</b> 1 Resolve, 0 Abstain, 5 Defeat</p>
MOTION 12. Pass Fire Services By-Law	DEFEATED BY SPECIAL RESOLUTION	<p>More than 25% of the Unit of Entitlement votes cast at the meeting were against the motion. The Owners Corporation will not pass 'Fire Inspection Access &amp; Administration By-Law' By-Law at this time.</p> <p><b>Vote:</b> 100 % against</p> <p><b>Notes:</b> The owners will review this after the next fire safety inspection and if required will add to the agenda for next years AGM.</p>

MOTION 13. Allow Committee Vote	RESOLVED	<p>that the number of members be set at 3 and that the following persons be elected to the Strata Committee from the date of this meeting until the next annual general meeting:</p> <ol style="list-style-type: none"> <li>1. Robert Greenwood - Lot 1</li> <li>2. Desmond Lowe - Lot 5</li> <li>3. Janice Toogood - Lot 8</li> </ol> <p><b>Vote:</b> 5 Resolve, 1 Abstain, 0 Defeat</p>
MOTION 14. Restrict Committee	RESOLVED	<p>that at this stage there be no changes to the matters that should only be determined by the Owners Corporation in general meeting.</p> <p><b>Vote:</b> 5 Resolve, 1 Abstain, 0 Defeat</p>
MOTION 15. Confirm Manager Report	RESOLVED	<p>that the Owners Corporation reviewed and confirmed the Strata Managers report into Training Services and 3rd Party Commissions in accordance with Sections 55 &amp; 60 of the Strata Schemes Management Act 2015.</p> <p><b>Vote:</b> 5 Resolve, 1 Abstain, 0 Defeat</p>
MOTION 16. Pass Communication By- Law	DEFEATED BY SPECIAL RESOLUTION	<p>More than 25% of the Unit of Entitlement votes cast at the meeting were against the motion. The Owners Corporation will not pass 'Communication &amp; Dispute Resolution' By-Law at this time.</p> <p><b>Vote:</b> 100 % against</p>
MOTION 17. Safety Inspection	DEFEATED	<p>The Owners Corporation will not engage suitably qualified experts to undertake a safety inspection of the common areas at this time.</p> <p><b>Vote:</b> 0 Resolve, 1 Abstain, 5 Defeat</p>
MOTION 18. Termite Inspection	DEFEATED	<p>The Owners Corporation WILL NOT undertake a routine inspection of all timber structures at the scheme during the coming year.</p> <p><b>Vote:</b> 0 Resolve, 1 Abstain, 5 Defeat</p> <p><b>Notes:</b> There was discussion about whether a general pest spray should still be carried out for the common areas but it was resolved not to have it done again this year and each lot can, if required spray within their lot at their own expense.</p>



MOTION 19.  
Pass Stationery By-Law

DEFEATED  
BY SPECIAL  
RESOLUTION

More than 25% of the Unit of Entitlement votes cast at the meeting were against the motion. The Owners Corporation will not pass 'Special By-Law - Recovery of Stationery Expenses' at this time.

**Vote:** 100 % against

**Notes:** The strata manager will confirm with the strata committee if there are still any owners receiving levies and correspondents via post.

#### CLOSURE:

The meeting closed at

6:45 PM

Craig Clark

Chairperson

#### PROPOSED DATE FOR NEXT MEETING:

November 2022

16 December 2020

To All Owners, Strata Plan 85577  
27-29 DURBAR AVENUE  
KIRRAWEE NSW 2227

Dear Owners,

**RE: MINUTES OF ANNUAL GENERAL MEETING  
AT 27-29 DURBAR AVENUE, KIRRAWEE NSW 2227**

Attached are the minutes of the recent Annual General Meeting (AGM) conducted for your strata scheme and enclosed is a levy payment notice for your 1<sup>st</sup> quarter levies. We urge you to read the minutes so you're aware of the issues discussed at the meeting and we also write to bring the following matters to your attention;

**1. DO YOU HAVE APPROPRIATE CONTENTS & LANDLORDS INSURANCE?**

Although many of the elements within your lot are protected by the Strata Building Insurance (see 'What's Covered by Strata Building Insurance' overleaf), we recommend that all owners effect Contents Insurance to protect those elements of your lot that are not covered by Building Insurance.

C.H.U. Australia's leading Strata Insurance provider is now offering comprehensive Common Contents and Landlord Insurance for owners in Strata Schemes and as a special offer to Netstrata clients, you'll receive an additional 20% discount.

For a quote and simply go to our website [www.netstrata.com.au](http://www.netstrata.com.au) and follow the prompts.

**2. YOUR OWNER PORTAL**

Don't forget you can obtain all the pertinent information relating to your scheme via your Owner Portal at [www.netstrata.com.au](http://www.netstrata.com.au). From here you are able to access;

- The Minutes Book for your scheme
- The Financial Records for your scheme
- The current Financial Records for your lot
- The By-laws for your scheme
- The Insurance Certificate & P.D.S. for the scheme
- R.P. Data Sales and Area Profile reports
- Maintenance Reports
- Update your personal information

As always we hope this information proves helpful. Should you have any questions or require further information regarding the AGM or any other matters concerning your strata scheme please do not hesitate to call or email me directly.

Sincerely,  
NETSTRATA



Craig Clark | Direct Line: (02) 02 8567 6409 | Email: [craig.clark@netstrata.com.au](mailto:craig.clark@netstrata.com.au)  
Strata Manager

## WHAT'S COVERED BY STRATA BUILDING INSURANCE?

### WHAT IS BUILDING INSURANCE?

Quite simply, Strata Building Insurance protects the Owners Corporation for damage sustained to the building as result of an Accidental or Malicious act. Common examples are;

- Fire/Arson
- Storm/Tempest
- Lightning Strikes
- Vandalism
- Vehicular Impact
- Burglary and Theft
- Glass Breakage
- Burst Pipes
- Earthquakes

A common misapprehension is that Strata Building Insurance protects the Owners Corporation for routine maintenance items or building defects such as the repair of leaking shower trays, settlement or movement cracks in walls and ceilings or concrete cancer, unfortunately this is not the case. The easiest comparison is your motor vehicle insurance. You can insure your vehicle against having an accident, however you can't insure your vehicle against a manufacturers defect or against wearing out. The same principal applies to Strata Building Insurance.

### HOW IS THE OWNER OF A LOT PROTECTED?

Every Owners Corporation has a mandatory duty to insure 'the Building' against accidental or malicious damage – section 160(1), Strata Schemes Management Act 2015.

Lot space within a Strata Scheme is commonly defined as;

*"the cubic air-space contained within the inner surface of the boundary walls, under surface of the ceiling and upper surface of the floor"*

Under this definition the lot owner is responsible for the repair, replacement and maintenance of all building components housed within their lot, such as;

- Internal Walls
- Shower Screens
- Appliances such as wall and bench ovens, cook tops, rangehoods, hot water heaters and exhaust fans
- Internal doors
- Built-In Wardrobes
- Toilets, baths and basins
- Kitchen Sinks, cabinets benchtops

For example, a leaking tap washer in the kitchen or a leak through the shower screen is the lot owners responsibility to maintain. However by virtue of the term 'the building' being included in section 160(1), many of the building components contained within an owners lot are protected by the mandatory Building Insurances that is effected by the Owners Corporation.

Simply speaking these items are the lot owners responsibility for the purposes of repair, replacement and maintenance, however they are protected by the Strata Building Insurance if damaged by an insurable event.

### ARE OWNERS CONTENTS COVERED BY STRATA BUILDING INSURANCE?

No, the contents and fittings contained within your lot ARE NOT protected by the Strata Building Insurance and are specifically excluded from the policy, items such as;

- Carpets and Underlay
- Light Fittings
- Any furnishings or personal items
- Floating Floorboards
- Paintwork on walls & ceilings
- Electrical appliances that are not hardwired to the building, e.g. clothes
- Wallpaper
- Wall tiles on internal walls
- dryers, dishwashers, microwaves & TV's
- Curtains and Blinds
- Ceiling Fans

Owner occupiers may extend cover on their contents insurance to include items not covered by the Strata Building Insurance. Most major mainstream insurers in NSW are aware of the delineation between strata building insurance and contents insurance for a strata property and are happy to extend home contents insurance to include the items listed above.

Non-Resident or Owner investors owners may also take out 'Landlords Insurance' for a sufficient sum to cover the fittings of their lot, however all owners should undertake their own inquiries with their insurer or broker to ensure their contents are adequately covered.

# Minutes of Annual General Meeting

---

<b>Strata Plan:</b>	85577 - DURBAR AVENUE 27-29, KIRRAWEE
<b>Meeting date:</b>	Tuesday, 15 December 2020
<b>Commenced:</b>	06:00 PM
<b>Apologies:</b>	Nil
<b>Pre Meeting Voting:</b>	Nil
<b>Present:</b>	Lot 1, Lot 2, Lot 5, Lot 7, Lot 8, Lot 9, Lot 10
<b>Proxies:</b>	Nil
<b>Corporate Authorisation:</b>	Nil
<b>In attendance:</b>	Craig Clark of Network Strata Services T/A Netstrata
<b>Quorum:</b>	7 of 12 lot owners were present, a quorum was formed.
<b>Chairperson:</b>	Craig Clark

## Motion 1.

### Confirmation of Previous General Meeting Minutes

**RESOLVED** that the minutes of the last general meeting were confirmed as a true and accurate account of the proceedings of that meeting.  
**Vote:** All in favour

## Motion 2.

### Financial Statements

**RESOLVED** that the Financial Statements as presented were adopted.  
**Vote:** All in favour

## Motion 3.

### Appointment of an Auditor

**DEFEATED.** The Owners Corporation did not appoint an auditor at this time.  
**Vote:** All against

## Motion 4.

### Annual Fire Safety Statement

**RESOLVED** that the owners considered the Annual Fire Safety Statement and that the Strata Managing Agent shall continue to co-ordinate the inspection process and necessary administrative processes to obtain the statement for the coming year.

It was further resolved that the current fire safety contractor, Catalyst Fire was considered competent by the Owners Corporation in accordance with the Environmental Planning and Assessment Amendment (Fire Safety and Building Certification) Regulations 2017.  
**Vote:** All in favour

## Motion 5.

### Building Defects and Rectification

**DEFEATED.** The Owners Corporation did not consider building defects and rectification at the meeting.  
**Vote:** All against

**Motion 6.  
The Strata  
Insurances**

**RESOLVED** that the Owners Corporation's insurances as presented were confirmed.

**Vote:** All in favour

**Motion 7.  
10 Year Capital  
Works Plan**

**DEFEATED.** The Owners Corporation WILL NOT adopt the recommendation of the Capital Works fund plan at this time.

**Vote:** All against

**Motion 8.  
Schedule of  
Programmed  
Maintenance**

**RESOLVED** the Owners Corporation authorised Netstrata to proceed with the schedule of programmed maintenance as included in the Annual General Meeting (AGM) notice.

**Vote:** All in favour

**Notes:** It was noted that the strata committee will review all items in calendar to ensure it is up to date with correct work being done on correct dates shown. The strata committee will confirm what changes may be required and advise the strata manager.

**Motion 9.  
The Proposed  
Budget & Strata  
Levies**

**RESOLVED** that the amended budget be accepted as Administration fund \$27,104.00 and Capital Works fund \$13,336.00 for the year commencing 1 November 2020 and that the first contributions become due and payable for both the Administrative and Capital Works fund in quarterly instalments on 01/02/21, 01/04/21, 01/07/21 & 01/10/21.

**Vote:** All in favour

**Motion 10.  
Levy Interest  
Suspension**

**DEFEATED.** The Owners Corporation decided NOT to temporarily suspend levy interest at this time. Levy interest will continue to be charged at 10% per annum, pursuant to Section 85 of the Strata Schemes Management Act 2015.

**Vote:** All against

**Motion 11.  
Overdue Levies &  
Payment Plans**

**DEFEATED.** That the Owners Corporation DID NOT consider how they will deal with overdue levies.

**Vote:** All against

**Motion 12.  
Payment Plan By-  
Law**

**DEFEATED.** More than 25% of the Unit of Entitlement votes cast at the meeting were against the motion. The Owners Corporation will not pass 'Payment Plans' By-Law at this time.

**Vote:** 100% against

**Motion 13.  
Parking By-Law**

**DEFEATED.** More than 25% of the Unit of Entitlement votes cast at the meeting were against the motion. The Owners Corporation will not pass Parking By-Law at this time.

**Vote:** 100% against

**Motion 14.****Call for Nominations to Strata Committee and Election**

**RESOLVED** that the number of members be set at 3 and that the following persons be elected to the Strata Committee from the date of this meeting until the next annual general meeting:

1. Robert Greenwood - Lot 1
2. Desmond Lowe - Lot 5
3. Janice Toogood - Lot 8

**Vote:** All in favour

**Motion 15.****Restricted Matters**

**RESOLVED** that at this stage there be no changes to the matters that should only be determined by the Owners Corporation in general meeting.

**Vote:** All in favour

**Motion 16.****Strata Managers Report**

**RESOLVED** that the Owners Corporation reviewed and confirmed the Strata Managers report into Training Services and 3rd Party Commissions in accordance with Sections 55 & 60 of the Strata Schemes Management Act 2015.

**Vote:** All in favour

**Motion 17.****Termite Inspection**

**DEFEATED.** The Owners Corporation WILL NOT undertake a routine inspection of all timber structures at the scheme during the coming year.

**Vote:** All against

**Motion 18.****Change of Mailing Address**

**RESOLVED** that the Owners Corporation will change the official mailing address for the strata scheme to C/- Network Strata Services, PO Box 265, Hurstville NSW BC 1481 for the receipt of all correspondence on behalf of the Owners Corporation.

**Vote:** All in favour

**Closure:**

The meeting closed at 06:55 PM



.....  
Craig Clark  
Chairperson

**Proposed date for next Annual General Meeting:** December 2021

**General Discussion:** The strata manager will organise the following:

1. To book in a general pest spray to all common areas offering each lot to do pest spray at same time at their own expense.
2. To obtain new Capital Works Fund Forecast for the building.
3. To let all new owners know they should update contact details to receive all correspondents via email.



# Fire Safety Statement

Part 12 of the Environmental Planning and Assessment (Development Certification and Fire Safety) Regulation 2021



## Section 1: Type of statement

This is (mark applicable box): ☒ an annual fire safety statement (complete the declaration at [Section 8](#) of this form)  
☐ a supplementary fire safety statement (complete the declaration at [Section 9](#) of this form)

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

This statement applies to: ☒ the whole building ☐ part of the building

Address (Street No., Street Name, Suburb and Postcode)

27-29 DURBAR AVE GYMEA NSW 2227

Lot No. (if known)

DP/SP (if known)

Building Name (if applicable)

Strata Plan 85577

ORANA

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

PART: WHOLE BUILDING

BUILDING USE: CLASS 1A, CLASS 7A

CONSTRUCTION TYPE: TYPE A

STORIES ABOVE GROUND: 2

STORIES BELOW GROUND: 1

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

Full Name (Given Name/s and Family Name) \*

Owners corporation: Strata Plan 85577

\* Where the owner is not a person/s but an entity including a company or trust insert the full name of that entity.

Address (Street No., Street Name, Suburb and Postcode)

27-29 Durbar Ave GyMEA NSW 2227



# Fire Safety Statement

Part 12 of the Environmental Planning and Assessment (Development Certification and Fire Safety) Regulation 2021



## Section 4: Fire safety measures

Fire safety measure	Minimum standard of performance	Date(s) assessed	APFS*
EMERGENCY LIGHTING	BCA 2009 CLAUSE E4.2 & E4.4 AS 2293.1 - 2005	21/02/2023	F022346A
EXIT SIGNS	BCA 2009 CLAUSE E4.5, E4.6 & E4.8 AS 2293.1 - 2005	21/02/2023	F022346A
FIRE DOORS	BCA 2009 SPEC C3.4 AS 1905.1 - 2005 (14 X 1HR TO SOU'S & FIRE EXITS 1 & 2 & 2 X 2HR TO FIRE EXITS 1 & EDB)	21/02/2023	F022346A
FIRE HOSE REEL SYSTEM	BCA 2009 CLAUSE E1.4 AS 2441 - 2005	21/02/2023	F022346A
FIRE HYDRANT SYSTEMS	BCA 2009 CLAUSE E1.3 AS 2419.1 - 2005	21/02/2023	F022346A
FIRE RATED GLASS BLOCK WINDOWS (WESTERN WALL UNIT 1)	BCA 2009 SPEC C3.4 FRL -/60/- SOLARIS GLASS BLOCKS, 190X190X80 GERMAN TEST CERT IBMB3982/6800-MP 8/11/2000 & CSIRO ASS NO. FCO-2115 26/5/2004	21/02/2023	F022346A
FIRE SEALS PROTECTING OPENINGS IN FIRE RESISTING	BCA 2009 CLAUSE C3.15 AS 1530.4 - 2005 & AS 4072.1 - 2005	21/02/2023	F022346A
LIGHTWEIGHT CONSTRUCTION (WESTERN WALL UNIT 1)	BCA 2009 CLAUSE C1.8 & SPEC C1.8 MANUFACTURERS SPECIFICATION	21/02/2023	F022346A
PORTABLE FIRE EXTINGUISHERS	BCA 2009 CLAUSE E1.6 AS 2444 - 2001	21/02/2023	F022346A
SMOKE & HEAT ALARMS	BCA 2009 SPEC E2.2A CLAUSE 3 AS 3786	21/02/2023	F022346A
SOLID CORE DOOR (WC IN CARPARK)	BCA 2009 CLAUSE C3.11(D)	21/02/2023	F022346A

\* See notes on page 4 about how to correctly identify an accredited practitioner (fire safety) (APFS). Also, new rows can be added if required.

## Section 5: Inspection of fire exits and paths of travel to fire exits (Part 15)

Part of the building inspected	Date(s) Inspected	APFS*
PATHS OF TRAVEL TO EXIT - WHOLE BUILDING	21/02/2023	F022346A

\* See notes on page 4 about how to correctly identify an accredited practitioner (fire safety) (APFS). Also, new rows can be added if required.

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

Full name (Given Name/s and Family Name)	Address	Phone	APFS*	Signature
MERRICK RACE	PO Box 1098, GYMEA, NSW 2227	(02) 9526 1170	F022346A	

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

# Fire Safety Statement

Part 12 of the Environmental Planning and Assessment (Development Certification and Fire Safety) Regulation 2021



## Section 7: Details of the person making the declaration in section 8 or 9 #

Full name (Given Name/s and Family Name)

Katherine Smith

Organisation (if applicable)

Foreshew Strata Agency

Title/Position (if applicable)

Compliance Officer

Address (Street No, Street Name, Suburb and Postcode)

PO Box 318 Menai Central NSW 2234

Phone

02 8379 6631

Email

katie@foreshewstrata.com.au

# The person making the declaration in section 8 or 9 must not be an APFS listed in section 6 or their employer/employee or direct associate.

## Section 8: Annual fire safety statement declaration

I, Katherine Smith on behalf of SP85577 (insert full name) being the: ☐ owner ☒ owner's agent

declare that:

- a) each essential fire safety measure specified in this statement has been assessed by an accredited practitioner (fire safety) as capable of performing:
- for an essential fire safety measure specified in the fire safety schedule, to a standard no less than that specified in the schedule, or
  - for an essential fire safety measure applicable to the building but not specified in the safety schedule, to a standard no less than that to which the measure was originally designed and implemented, and
- b) the building has been inspected by an accredited practitioner (fire safety) and was found, when it was inspected, to be in a condition that did not disclose grounds for a prosecution under Part 15 of the Regulation.

Owner/Agent Signature

*Katherine Smith*

Date issued

18 May 2023



## Section 9: Supplementary fire safety statement declaration

I, \_\_\_\_\_ (insert full name) being the: ☐ owner ☐ owner's agent

declare that each critical fire safety measure specified in this statement has been assessed by an accredited practitioner (fire safety) as capable of performing to at least the standard required by the current fire safety schedule for the building.

Owner/Agent Signature

Date issued

### Note:

- A fire safety statement for a building must not be issued unless the statement is accompanied by a fire safety schedule for the building in accordance with the Regulation.
- The building owner(s) are also responsible for ensuring that essential fire safety measures are maintained in accordance with section 81 of the Regulation. An agent cannot be made responsible for this requirement.



## FIRE SAFETY SCHEDULE

ENVIRONMENTAL PLANNING & ASSESSMENT REGULATION 2000 - REG 168

### Building Details

Owners Details: Strata Plan 85577  
Property Address: 27-29 Durbar Ave  
Kirrawee NSW 2232  
Classification of Building: Class 2, Class 7a

Fire Safety Measures currently implemented in the Building

	Essential fire safety measures	Standard of performance
1	Emergency lighting	BCA 2009 Clause E4.2 & E4.4 AS 2293.1 - 2005
2	Exit signs	BCA 2009 Clause E4.5 & E4.8 AS 2293.1 - 2005
3	Fire doors	BCA 2009 Spec C3.4 AS 1905.1 - 2005 (14 x 1hr to SOU's & fire exits 2 & 3 & 2 x 2hr to fire exits 1 & EDB)
4	Fire hydrant systems	BCA 2009 Clause E1.3 AS 2419.1 - 2005
5	Fire seals protecting openings in fire resisting components of the building	BCA 2009 Clause C3.15 AS 1530.4 - 2005 & AS 4072.1 - 2005
6	Fire rated glass block windows (Western wall Unit 1)	BCA 2009 Spec C3.4 FRL -/60/- Solaris Glass blocks, 190x190x80 German Test Cert IBMB3982/6800-Mp 8/11/2000 & CSIRO Ass No. FCO-2115 26/5/2004
7	Hose reel systems	BCA 2009 Clause E1.4 AS 2441 - 2005
8	Lightweight construction (Western wall Unit 1)	BCA 2009 Clause C1.8 & Spec C1.8 manufacturers specification
9	Portable Fire Extinguishers	BCA 2009 Clause E1.6 AS 2444 - 2001
10	Smoke & Heat Alarms	BCA 2009 Spec E2.2 AS 3786 - 1993
11	Solid Core Door (WC in car park)	BCA 2009 Clause C3.11 (d)

No Fire Safety Measures are to be removed without prior notification to Council

Revision Date: April 2022





# BIV REPORTS PTY LIMITED

Asbestos Reports · WHS Reports · Building Insurance Valuations · Sinking Fund Plans

ABN 60 508 188 246

## 10 YEAR CAPITAL WORKS FUND PLAN

DATE OF INSPECTION: 20 JANUARY 2021



27-29 DURBAR AVENUE, GYMEA :: SP85577



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

Certified Property Professionals

Fax: 1300 766 180 or 02 9890 2201

Ph: 1300 107 280 or 02 9114 9800



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### **Annexure A - Annual Individual Lot Contribution over the 10 Year Plan**

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COVERED ITEMS	Identification of Covered Items - 10 Year Capital Works Fund Plan - Cost Estimates (includes GST)											Page 3		
10 Year Plan for:	The Owners of Strata Plan 85577 - 27-29 Durbar Avenue, Gympie											Strata Plan:	SP85577	
Period covered by the Plan:	31 October 2021 to 31 October 2031											Plan prepared on:	20 January 2021	

					End of Year 1	End of Year 2	End of Year 3	End of Year 4	End of Year 5	End of Year 6	End of Year 7	End of Year 8	End of Year 9	End of Year 10
Ser- ial	* Items	Current Cost	Approx year work required	Escalated amount	Oct-22	Oct-23	Oct-24	Oct-25	Oct-26	Oct-27	Oct-28	Oct-29	Oct-30	Oct-31
1	<b>Structure</b>													
2	Roof	\$9,000	10	\$13,977										\$13,977
3	Long term capital items	\$6,000	10	\$9,318										\$9,318
4	<b>Appendages</b>													
5	Common property doors	\$4,200	5	\$5,234					\$5,234					
6	Common property lighting	\$3,200	3	\$3,548			\$3,548							
7	Common property signage	\$1,600	2	\$1,714		\$1,714								
8	Garage doors	\$3,600	7	\$4,899							\$4,899			
9	Security gates + garage door motor	\$2,500	4	\$2,869				\$2,869						
10	Guttering + downpipes	\$9,600	8	\$13,652								\$13,652		
11	Fire services	\$3,400	3	\$3,770			\$3,770							
12														
13														
14	<b>Other</b>													
15														
16														
17														
18														
19	<b>Outside</b>													
20	External painting	\$37,000	9	\$54,986									\$54,986	
21														
22	Fences + gates	\$6,000	6	\$7,814						\$7,814				
23	Driveway	\$4,500	7	\$6,124							\$6,124			
24	Garden + landscaping	\$3,800	5	\$4,735					\$4,735					
25														
26	Trip or slip hazards	\$500	1	\$518	\$518									
27	Stormwater drainage + pump	\$3,600	4	\$4,131				\$4,131						
28														
29	Pavers	\$1,200	6	\$1,563						\$1,563				
30														
31														
	<b>Total Estimate (rounded)</b>	<b>\$99,700</b>		<b>\$138,850</b>	<b>\$518</b>	<b>\$1,714</b>	<b>\$7,318</b>	<b>\$7,000</b>	<b>\$9,969</b>	<b>\$9,376</b>	<b>\$11,023</b>	<b>\$13,652</b>	<b>\$54,986</b>	<b>\$23,295</b>

\* Covered Items are the items as defined in s80 of the Strata Schemes Management Act 2015



CONDITION REPORT	Condition Report - 10 Year Capital Works Fund Plan - Method and Reasoning for the Costs Estimates (includes GST)			Page 4
10 Year Plan for:	The Owners of Strata Plan 85577 - 27-29 Durbar Avenue, Gynea	Strata Plan:	SP85577	
Period covered by the Plan:	31 October 2021 to 31 October 2031	Plan prepared on:	20 January 2021	

Method and Reasoning						
Ser-ial	Covered Items	Current Cost	*Approx year work required	Details of any maintenance, repair, renewal or replacement that is anticipated to be required in the period covered by the Plan	Current Condition or operating state	Estimated Lifespan after work carried out
1	<b>Structure</b>					
2	Roof	\$9,000	10	Contribution towards the repair of the roof	Average condition	More than 20 years
3	Long term capital items	\$6,000	10	Contribution towards the repair of the long term capital items		
4	<b>Appendages</b>					
5	Common property doors	\$4,200	5	Contribution towards the repair of the common property doors	Good condition	5-7 years
6	Common property lighting	\$3,200	3	Contribution towards the replacement of the common property lighting	Average condition	1-3 years
7	Common property signage	\$1,600	2	Contribution towards the renewal of the common property signage	Average condition	5-7 years
8	Garage doors	\$3,600	7	Contribution towards the repair of the garage doors	Good condition	7-10 years
9	Security gates + garage door motor	\$2,500	4	Contribution towards the replacement of the security gates + garage door	Operating well	5-7 years
10	Guttering + downpipes	\$9,600	8	Contribution towards the repair of the guttering + downpipes	Good condition	11-15 years
11	Fire services	\$3,400	3	Contribution towards the renewal of the fire services	Average condition	7-10 years
12						
13						
14	<b>Other</b>					
15						
16						
17						
18						
19	<b>Outside</b>					
20	External painting	\$37,000	9	Allowance for the renewal of the external painting	Good condition	7-10 years
21						
22	Fences + gates	\$6,000	6	Contribution towards the repair of the fences + gates	Good condition	15-20 years
23	Driveway	\$4,500	7	Contribution towards the repair of the driveway	Good condition	7-10 years
24	Garden + landscaping	\$3,800	5	Contribution towards the renewal of the garden + landscaping	Good condition	7-10 years
25						
26	Trip or slip hazards	\$500	1	Allowance for trip or slip hazards	Good condition	
27	Stormwater drainage + pump	\$3,600	4	Contribution towards the repair of the stormwater drainage + pump	Average condition	5-7 years
28						
29	Pavers	\$1,200	6	Contribution towards the repair of the pavers	Good condition	7-10 years
30						
31						
	<b>Total Estimate (rounded)</b>	<b>\$99,700</b>				

\* This means the year after the Plan is prepared.



PAYMENT PLAN	Recommended Annual Capital Works Fund Payment Plan and verification of the recommendations			Page 5
10 Year Plan for:	The Owners of Strata Plan 85577 - 27-29 Durbar Avenue, GyMEA		Strata Plan:	SP85577
Period covered by the Plan:	31 October 2021 to 31 October 2031		Plan prepared on:	20 January 2021

End of Year	Year Ending	Recommended Fund Payment	Annual % change in Fund Payment	Adjustm't to Fund Payment (increase/decrease)	Fund Balance + Interest + Annual Fund Payment	Costs in each year refer to the table above (page 3)	Fund Balance	Interest on the Fund Balance
A	B	C	D	E	F	G	H	I
					H+I+C		F-G	0.75%
							\$22,500	\$169
1	Oct-22	\$13,910			\$36,578	\$518	\$36,061	\$270
2	Oct-23	\$14,466	4.00%		\$50,797	\$1,714	\$49,083	\$368
3	Oct-24	\$15,045	4.00%		\$64,496	\$7,318	\$57,178	\$429
4	Oct-25	\$15,646	4.00%		\$73,254	\$7,000	\$66,254	\$497
5	Oct-26	\$16,272	4.00%		\$83,023	\$9,969	\$73,053	\$548
6	Oct-27	\$16,923	4.00%		\$90,524	\$9,376	\$81,148	\$609
7	Oct-28	\$17,600	4.00%		\$99,357	\$11,023	\$88,334	\$663
8	Oct-29	\$18,304	4.00%		\$107,300	\$13,652	\$93,648	\$702
9	Oct-30	\$19,036	4.00%		\$113,387	\$54,986	\$58,401	\$438
10	Oct-31	\$19,798	4.00%		\$78,637	\$23,295	\$55,342	\$415
11	Oct-32	\$20,590	4.00%		\$76,347		\$76,347	\$573

Note: some figures may be rounded

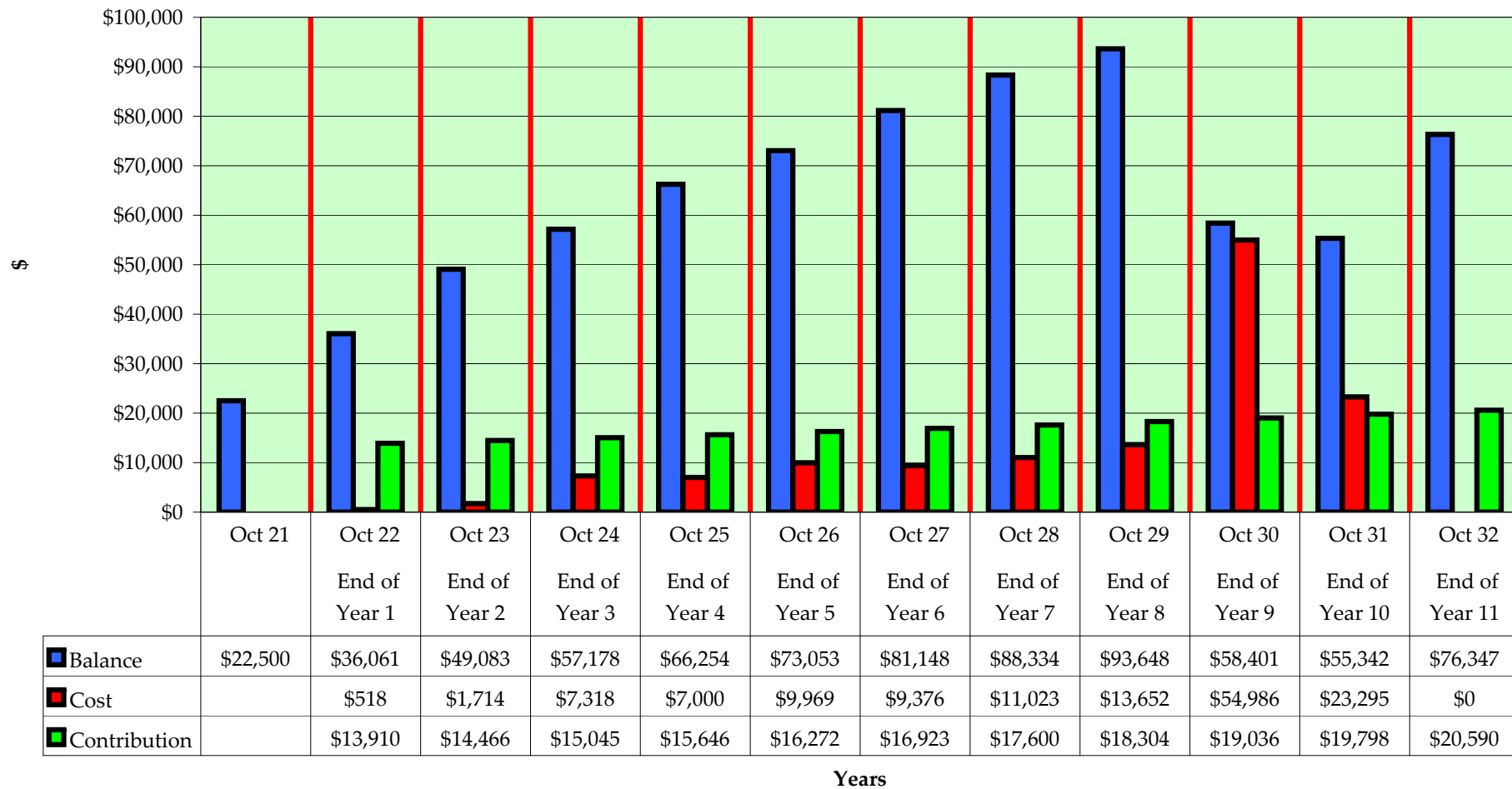
Assumptions		Our Recommendation of the Annual Fund Payments for the next 11 years is set out in the Table above. Column C (Recommended Fund Payment) may include Extra Costs Payments (positive adjustment) or reductions in the Recommended Fund Payment (negative adjustment) from Column E to ensure that the Fund Balance remains positive in each year. Column F includes the Fund Balance as at the end of the previous year plus any interest earned plus the Recommended Fund Payment for the current year. Column G sets out the Anticipated Expenses in each year as set out on Pages 3 and 4. Column H is the Fund Balance which remains positive and proves our Recommendations are correct.
Base Annual Capital Works Fund contribution for Capital Items	\$13,910	
Buffer (or adjustment to the base annual contribution)		
<b>Recommended Annual Fund Contribution (After Buffer)</b>	<b>\$13,910</b>	
Current Annual Capital Works Fund contribution (as instructed)	\$13,336	
Current Capital Works Fund Balance (as instructed)	\$22,500	
Annual Capital Works Fund Payment increase rate	4.00%	
Adopted Investment Rate after tax	0.75%	

RECOMMENDATION	First Year - Recommended Annual Capital Works Fund Contributions for each Lot PER ANNUM			Page 6
10 Year Plan for:	The Owners of Strata Plan 85577 - 27-29 Durbar Avenue, Gynea		Strata Plan:	SP85577
Period covered by the Plan:	31 October 2021 to 31 October 2031		Plan prepared on:	20 January 2021

Rate per U/E	Lot No	Unit Entitlem.	First Year Fund Payment PA
\$13.91	1	86	\$1,196
	2	88	\$1,224
	3	86	\$1,196
Total Unit Entitlement	4	83	\$1,154
	5	83	\$1,154
	6	82	\$1,141
1000	7	82	\$1,141
	8	83	\$1,154
	9	82	\$1,141
Recommended First Year Fund Contribution	10	81	\$1,127
	11	81	\$1,127
	12	83	<u>\$1,154</u>
			\$13,910
\$13,910			

GRAPH RESULTS	Graph - Recommended Capital Works Fund Contributions, Estimated Costs, Fund Balance - 10 Years			Page 7
10 Year Plan for:	The Owners of Strata Plan 85577 - 27-29 Durbar Avenue, Gympie		Strata Plan:	SP85577
Period covered by the Plan:	31 October 2021 to 31 October 2031		Plan prepared on:	20 January 2021

### 10 Year Costs and Contributions Plan



## **Method**

The Method by which the estimated costs for the maintenance, repair, renewal or replacement of the identified Items as set out in the 10 Year Capital Works Fund Plan were determined is set out below.

The assessments contained in this Plan have been calculated in accordance with s80 of the Strata Schemes Management Act 2015 (Act) which includes the timing and anticipated costs of any proposed works, and the source of funding for the Plan (including contributions or levies), amongst other things.

The recommended Contributions are calculated from an amalgam of cost estimates and a single figure is provided for practical purposes from within a range of values and a combination of a range of estimates. Areas have been calculated from our on-site measurements of the external parts of the building and other improvements. Building plans or building surveys should be provided if the Owners require more accurate areas.

We have relied upon published Building Costs Guides and our extensive experience in costs assessment to determine the costs of maintenance, repair, replacement or renewal of identified Items and do not accept responsibility for any errors from the above providers of source data.

Our inspection of the improvements only includes easily accessible areas of the property at the time of inspection.

The property is physically inspected, and the identified or prescribed Items requiring maintenance, repair, renewal or replacement are identified, and then an estimated cost within the likely range of cost for that item is made having regard to quotes, costings from building costs publications, and using our over 35 years experience as Valuers.

The estimated cost in a future year is escalated from a today's cost to allow for the increase in building costs and uncertainty and risk over time.

## **Additional comments**

The property presents well and most items appear to be reasonably maintained. I have made allowances/contributions for maintaining the fire services from a capital and not a recurrent basis, fence + gate repairs, guttering + downpipe repairs, external painting renewal, roof repairs and other Items of a capital (not recurrent) nature, amongst other things.

### **Recommendation**

I consider that the existing Capital Works Fund Balance is very good, the Current Contributions are sufficient and additional allowances should prudently be made for any unforeseen circumstances. I recommend that the Owners adopt as a minimum, the Capital Works Fund Payments as shown.

### **Points of consideration**

We have made the following allowances:

- in year 10, contribution towards the repair of the roof, if required.
- contribution towards the repair of the long term capital items, if required.
- contribution towards the repair of the common property doors in year 5.
- contribution towards the replacement of the common property lighting, if required.
- contribution towards the renewal of the common property signage.
- contribution towards the repair of the garage doors in year 7, if required.
- in year 4, contribution towards the replacement of the security gates + garage door motor.
- in year 8, contribution towards the repair of the guttering + downpipes, if required.
- contribution towards the renewal of the fire services in year 3.
- allowance for the renewal of the external painting in year 9, if required. If performed regularly, repainting will prevent excessive preparation costs in the future.
- contribution towards the repair of the fences + gates in year 6. Where appropriate, at 50% of the cost in accordance with the Fences legislation.
- contribution towards the repair of the driveway, if required.
- contribution towards the renewal of the garden + landscaping. The owners may wish to change the plantings, refresh and restore the landscaped areas.
- in year 1, allowance for trip or slip hazards.
- in year 4, contribution towards the repair of the stormwater drainage + pump, if required.
- contribution towards the repair of the pavers, if required.

Note that this 10 Year Plan is only an estimate of what items may reasonably require maintenance, repair, renewal or replacement during the period covered by the Plan. There is no guarantee that a reasonable assessment of a future projection today may in fact come to pass. Additional items of capital repairs or replacement that are unforeseen at the time of preparing a 10 Year Plan may occur in the immediate future. This 10 Year Plan should be reviewed periodically to remove items that are no longer required and to add new items that are discovered. The amounts shown on the Plan are a recommendation based upon our assessment of the likely expenditure on the identified Items contained in the 10 Year Plan, as requested by the Owners. The Owners are entitled to choose whatever contributions they deem appropriate for their particular circumstances.

## Summary

The following annual Capital Works Fund contributions are recommended at the dates scheduled

Year	Year Ending	Recommended Capital Works Fund Payment (includes any Extra Costs payment)
1	Oct-22	\$13,910
2	Oct-23	\$14,466
3	Oct-24	\$15,045
4	Oct-25	\$15,646
5	Oct-26	\$16,272
6	Oct-27	\$16,923
7	Oct-28	\$17,600
8	Oct-29	\$18,304
9	Oct-30	\$19,036
10	Oct-31	\$19,798
11	Oct-32	\$20,590

For the recommended annual contribution for each Lot and for each year in the Plan see Annexure A.

Plan prepared by:



**W. L. Dobrow FAPI FRICS FREI REIV(Aust) CDP CPP CPV**

Australian Property Institute - Certified Practising Valuer - Member No 67509

Royal Institute of Chartered Surveyors - Registered Valuer No 6789078

This Plan is for the use of the Owners and the Strata Manager to determine budgets 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 Plan. Neither the whole nor any part of this 10 Year Plan or any reference thereto may be included in any published document, circular or statement or published in any way without our written approval of the form and context in which it may appear.

This Plan has been prepared on the basis of instruction being for a 10 Year Plan for the Capital Works Fund only in order to satisfy the requirements of the relevant Act and the Regulations, and for no other purpose.

A comprehensive Report including a 10 Year Plan should be commissioned if a party requires a Report for another purpose or for use in litigation matters. We reserve the right to review or withdraw our Plan at any time. This Plan does not cover the structural condition of the property nor environmental contamination.

This Plan does not identify or comment on the structural integrity (defect, pest or rot, etc), nor occupational safety and health, nor fire safety, nor council or building compliance in any respect (ie. flooding, cladding, building standards, etc) nor should it be construed as such.

## **The Legislation**

The relevant legislation is the Strata Schemes Management Act 2015 and the Strata Schemes Management Regulation 2016. The s80 of Act requires an Owners Corporation to prepare a 10 year Plan with estimated costs.

### **Who must obtain a 10 Year Plan**

The Owners Corporation must establish a Capital Works Fund under s74 of the Act, and a Plan under s80 of the Act. A strata scheme with only two lots is exempted under s74(5) of that Act if (a) the owners determine by unanimous resolution, and (b) the buildings are physically detached from the buildings comprised in the each lot, and (c) no building or part of a building in the strata scheme is situated outside those lots.

Under s80(1) an Owners Corporation is to prepare a plan of expenditure to be met from the capital works fund; to meet its obligations under s106 to maintain and repair common property.

### **What is the purpose of a 10 Year Capital Works Plan**

The legislative purpose of a 10 Year Capital Works Fund Plan is to assist the Owners and the Strata Manager to determine an appropriate annual contribution to the Capital Works Fund to ensure that the common property and personal property of the scheme can be properly maintained, repaired, renewed or replaced over the period of the Plan. This budgeting tool assists the Owners to comply with their legislative requirement to keep the common property in good and servicable condition.

### **What must be in a 10 Year Capital Works Plan**

Under s80(4) of the Act states that 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.

s80(6) states that an Owners Corporation may engage expert assistance in the preparation of a Plan under this section.

s80(3) states that 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; and s80 (7) that an Owners Corporation is, so far as practicable (and subject to any adjustment under this section), to implement each plan prepared under this section.

## **Our 10 Year Plan's Compliance with the Legislation**

In weighing up the above approach and analysis of the legislation, our Capital Works Fund Plan complies with each relevant aspect of the Strata Schemes Management Act 2015 (Act) relating to 10 Year Plans.



### **Additional inclusions within our 10 Year Plan**

In addition to the legislative requirements of the Act and the Regulations, we provide additional and further information with clarity to assist the owners in determining the annual contribution for their particular scheme. This may include the personal property of the scheme when these items are advised to us, as well as the common property, and for simplicity, we may group the costs estimates for some items together.

### **Identified Items**

We take into account the list of Items required by the Act and the Regulations as well as further items provide to us by the Owners. Primarily these are items of value of common property of the scheme and may also be the personal property of the scheme. For a more detailed Plan the Owners should provide the costings and the year completed of previous major works, painting and for similar items, as well as any planned major works that may be relevant to that particular scheme such as cladding rectification, building defects, the construction of improvements upon the common property such as a new pergola, garbage bin enclosure, landscaping upgrading, additional car parking and the like.

### **Long Term Capital Items**

Our Long Term Capital Items comprises two broad components.

1. minor and small items that would not warrant a separate inclusion on the Plan ie hinges, glass window rollers or glass door rollers, seals, locks and similar fittings; and
2. contingency and larger long term items such as an allowance for improved fire rating between Sole Occupancy Units (BCA or National Construction Code term) if they may require upgrading, future structural improvements, ie sagging roof timbers in villas and townhouses, that would be beyond the 10 year plan but contributed as a user pays approach in the 10 years contained within the Plan.

These items are typically reflected as an amount ranging between \$500 and \$750 per Lot, and on a more simplistic straight-line approach, it is about \$50 to \$75 per lot per annum of the 10 year Plan.

### **Condition Report**

Our 10 Year Plan includes a Condition Report which sets out

1. the assessed current condition of each item scheduled within the Plan, and where each item is Very Good, Good, Average, Below Average, Poor, very Poor Condition; and
2. the expected lifespan once the item has been maintained, repaired, renewed or replaced, and
3. the method and any assumptions used to determine the estimated costs. That is, where the estimated costs could be a Contribution towards a likely cost, or an Allowance for a cost which is considered to be a more accurate or known estimate ie fencing costs are fairly easy cost to estimate.

## **General background comments**

The following comments and observations do not form part of the Plan and are only provided to assist the owners.

### **Explanation of a Capital Works Fund Plan**

Primarily the purpose of a 10 Year Plan is to determine the most practical and cost effective annual contribution to the fund, which covers the anticipated costs for the maintenance, repair, renewal or replacement of items of value that form part of the common property of the Scheme and the personal property of the Scheme for the 10 year period the Plan covers.

### **Practical approach**

Our recommended contribution takes into account all of the 'Identified Items' scheduled; the current assumed condition of each item; the likely Life Span of each item once that item has been maintained, repaired, renewed or replaced; the existing Fund balance amongst other things, in order to ensure that the recommendation is sufficient but not excessive. The benefit of our software is the flexibility it provides, as well as the sensitivity to costs and years adjustments to achieve the most practical recommended contributions which are relevant to each scheme and their own particular circumstances.

### **Benefit of a well prepared 10 Year Plan**

The benefit of a well prepared 10 Year Plan is that owners now know the extent of their common property assets, and the amount of money that should be budgeted to cover the cost of properly maintaining, repairing, renewing or replacing items primarily of a capital nature, rather than those costs and items of a routine nature.

Our 10 year Plan smooths out the cash flow lumps, and provides practical and useful recommended annual contributions for your Capital Works Fund.

The benefit of a properly prepared and implemented 10 Year Plan is that it creates a form of forced savings plan on a user pays basis for the scheme that avoids or minimises irregular and unexpected special levies, and provides a pool of funds immediately available for the Owners to meet their legislative obligations to repair and maintain the common property.

### **10 Year Plan v "Maintenance type" Plan**

A 'Maintenance' type Plan is generally different to a 10 year Plan required under the Act, and will tend to schedule the cost of items such as the renewal of fire services or air-conditioning plant or equipment that will need an overhaul or replacement after so much scheduled use, usually by hours of use rather than time. An analogy of a Maintenance type Plan is getting your car tuned after so many kilometres or months of use. A Maintenance type Plan is no different to the current circumstance for a Scheme where large special levies are typically imposed upon owners in a scheme as a result of poor financial planning. For example, a Maintenance type Plan for lifts (or air conditioning or painting or other items) may have no money required for years 1 to 4, and then have a large amount in year 5 for the upgrading of the lift cars, and then nothing for each of the following years, and that is all a Maintenance type Plan provides.

A scheme that relies upon Maintenance Plans only is left with lumps of money required in various years, whereas a properly prepared 10 Year Plan will consider the Capital Works Fund balance and make adjustments for reasonable and practical annual Capital Works Fund contributions.

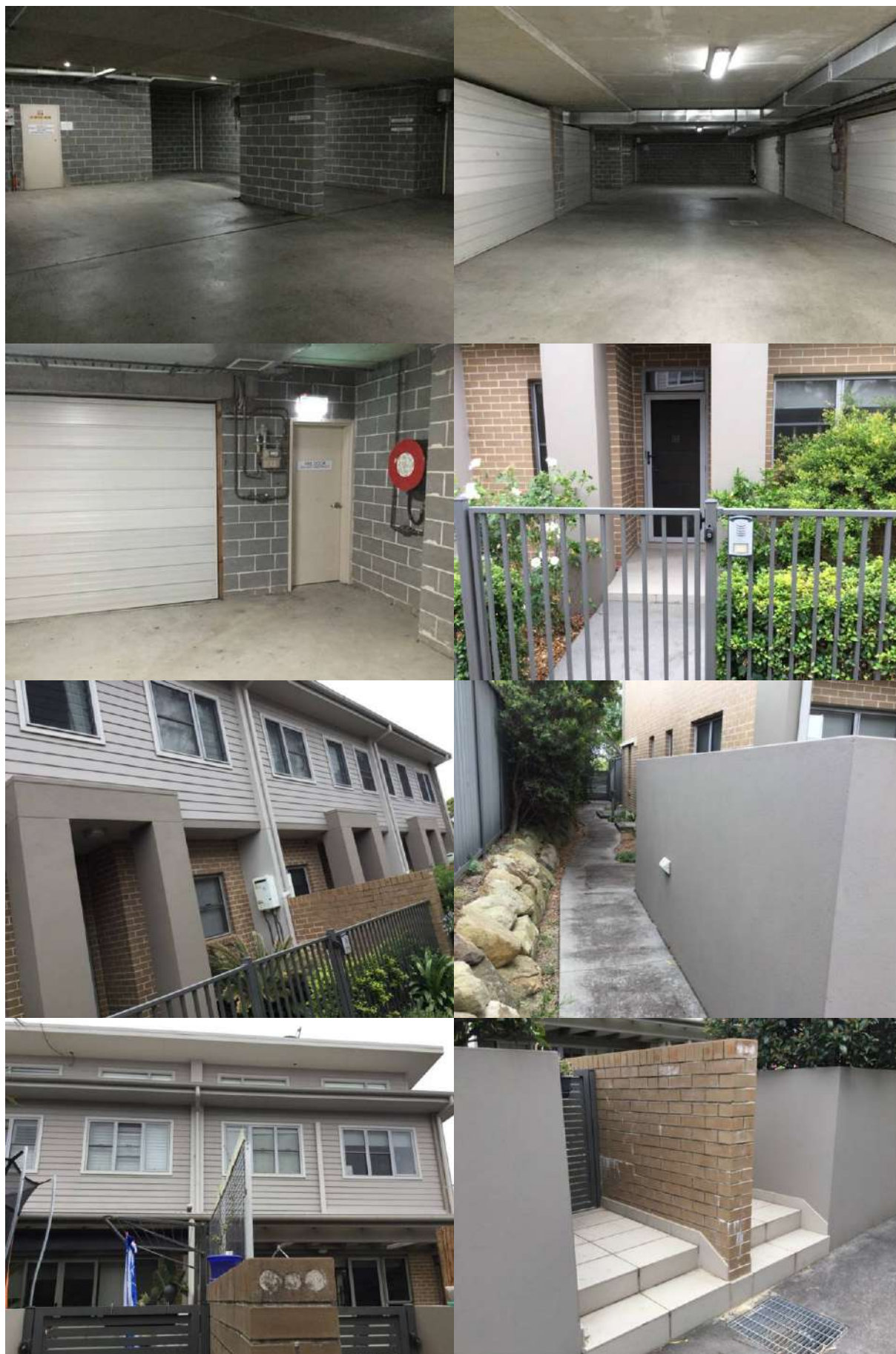
### Contractors and consultants

A large or multi-storey strata scheme may have consultants and contractors that provide maintenance servicing, testing, repairs and similar for common property services such as lifts with motors, cables, cars, controller systems; common air exhaust systems for bathrooms and car parks with fans, motors and filters; air conditioning plant with equipment, controller systems, shared cooling towers; common hot water services with piping, sensors, tanks; fire services with hydrant tanks, pumps, piping, detection and alarm systems, and the like. Each of these servicing companies may be able to provide maintenance or servicing plans with more detailed estimates of the capital cost of maintaining, repairing, renewing or replacing common property items that are not of a routine nature, and these plans assist with informing some figures within a 10 Year Plan. In the absence of these figures we make an allowance towards these likely costs.

In addition, some schemes may have engaged engineers or fire or building consultants to make comment upon building defects or external combustible cladding, fire upgrading, and similar costs. All of these costs need to be allowed for in the budget. It really is impractical to have a building consultant inspect the property and list a series of items that need work carried out upon them, provide a cost estimate and then walk away. This sort of advice and situation leaves the Owners in exactly the same position they were in prior to the introduction of the strata reform legislation. That is, the Owners are still left with special levies when large items have not been allowed for nor saved in earlier years leading up to a major cost.

In contrast to the above, our 10 year Capital Works Fund Plan is a practical budgeting tool that provides a saving plan approach that ensures that there is sufficient money in the Capital Works Fund to pay for the estimated contingent costs to maintain, repair, renew or replace each anticipated Identified Item.

# Photographs







**ANNEXURE A****Annual Individual Lot Contributions over the 10 Year Plan**

Figures may be rounded

<b>10 Year Plan for:</b>	The Owners of Strata Plan 85577 - 27-29 Durbar Avenue, GyMEA	<b>Strata Plan:</b>	<b>SP85577</b>
<b>Period covered by the Plan:</b>	31 October 2021 to 31 October 2031	<b>Prepared:</b>	20 January 2021

Lot No	Unit Ent.	End of Year 1	End of Year 2	End of Year 3	End of Year 4	End of Year 5	End of Year 6	End of Year 7	End of Year 8	End of Year 9	End of Year 10	End of Year 11
		<b>Oct-22</b>	<b>Oct-23</b>	<b>Oct-24</b>	<b>Oct-25</b>	<b>Oct-26</b>	<b>Oct-27</b>	<b>Oct-28</b>	<b>Oct-29</b>	<b>Oct-30</b>	<b>Oct-31</b>	<b>Oct-32</b>
1	86	\$1,196	\$1,244	\$1,294	\$1,346	\$1,399	\$1,455	\$1,514	\$1,574	\$1,637	\$1,703	\$1,771
2	88	\$1,224	\$1,273	\$1,324	\$1,377	\$1,432	\$1,489	\$1,549	\$1,611	\$1,675	\$1,742	\$1,812
3	86	\$1,196	\$1,244	\$1,294	\$1,346	\$1,399	\$1,455	\$1,514	\$1,574	\$1,637	\$1,703	\$1,771
4	83	\$1,155	\$1,201	\$1,249	\$1,299	\$1,351	\$1,405	\$1,461	\$1,519	\$1,580	\$1,643	\$1,709
5	83	\$1,155	\$1,201	\$1,249	\$1,299	\$1,351	\$1,405	\$1,461	\$1,519	\$1,580	\$1,643	\$1,709
6	82	\$1,141	\$1,186	\$1,234	\$1,283	\$1,334	\$1,388	\$1,443	\$1,501	\$1,561	\$1,623	\$1,688
7	82	\$1,141	\$1,186	\$1,234	\$1,283	\$1,334	\$1,388	\$1,443	\$1,501	\$1,561	\$1,623	\$1,688
8	83	\$1,155	\$1,201	\$1,249	\$1,299	\$1,351	\$1,405	\$1,461	\$1,519	\$1,580	\$1,643	\$1,709
9	82	\$1,141	\$1,186	\$1,234	\$1,283	\$1,334	\$1,388	\$1,443	\$1,501	\$1,561	\$1,623	\$1,688
10	81	\$1,127	\$1,172	\$1,219	\$1,267	\$1,318	\$1,371	\$1,426	\$1,483	\$1,542	\$1,604	\$1,668
11	81	\$1,127	\$1,172	\$1,219	\$1,267	\$1,318	\$1,371	\$1,426	\$1,483	\$1,542	\$1,604	\$1,668
12	<u>83</u>	<u>\$1,155</u>	<u>\$1,201</u>	<u>\$1,249</u>	<u>\$1,299</u>	<u>\$1,351</u>	<u>\$1,405</u>	<u>\$1,461</u>	<u>\$1,519</u>	<u>\$1,580</u>	<u>\$1,643</u>	<u>\$1,709</u>
	<b>1000</b>	<b>\$13,910</b>	<b>\$14,466</b>	<b>\$15,045</b>	<b>\$15,646</b>	<b>\$16,272</b>	<b>\$16,923</b>	<b>\$17,600</b>	<b>\$18,304</b>	<b>\$19,036</b>	<b>\$19,798</b>	<b>\$20,590</b>

6422-23



24 February 2023

**The Owners, SP85577**

**27-29 Durbar Ave,  
Kirrawee NSW 2232**

Thank you for the opportunity to submit a quotation for your building. Please find our quotation attached, along with our workmanship warranty, and capability statement.

All our work is conducted in strict accordance with WorkCover NSW and industry best practice. We focus on appropriate surface preparation so that the coating will last. We have been a recipient of a Master Painters of Australia Award for Excellence every year since 2008 which is a testament to our craftsmanship.

Our Dulux-accredited painters, are directly employed by us and work under the guidance of a Dulux accredited senior painter. Our painters are identified by their uniforms and are experienced in minimizing noise and protecting the privacy of residents.

Although we value quality first in all our services, we can also be highly competitive and encourage you to give us a call if your quote doesn't quite fit your budget.

If you wish to accept our quotation, please sign and date the form and return it to [3colours@3colours.com.au](mailto:3colours@3colours.com.au). We will then contact you to discuss the project and establish a commencement date.

If you have any questions, or would like a variance made, please do not hesitate to contact us.

Best regards

A handwritten signature in black ink, appearing to read 'Marek'.

**Marek Kazmierczak**  
Director



# QUOTATION

Ref 3Colours: Pete 0412 724 324

QUOTE NO	6422-23	DATE	24/02/2023
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CLIENT'S LEGAL/TRADE NAME	The Owners, SP85577	SITE ADDRESS	27-29 Durbar Ave Kirrawee NSW 2232
STRATA MANAGEMENT CO.	Foreshew Strata	SITE CONTACT	Robert 0412 689 817 U1
STRATA BILLING ADDRESS	PO Box Q1730 QVB NSW 1230	SITE PHONE	William 0421 817 445 U5
STRATA MANAGER	Donna Alvarez	SITE MOBILE	
STRATA EMAIL	<a href="mailto:donna@foreshewstrata.com.au">donna@foreshewstrata.com.au</a>	SITE EMAIL	-
STRATA PHONE	1300 774 784	REFERENCE	QR8679 13/2/23 exterior

## SCOPE OF WORK & RECOMMENDATIONS

### NOTES

1. Client to be aware that we cannot prevent the emulsification at the square arches. Photo 1
2. At the driveway walls, we will paint up to the top edge. Photo 2
3. The small dwarf wall at the path side, is included. Photo 3

EXTERIOR PRICES (includes labour and materials)	PRICE EXCL GST	GST	PRICE INCL GST
Common Property: Square rendered arch Unit 4, Square rendered arch Unit 5, Square rendered arch Unit 7, Square rendered arch Unit 8, Driveway walls & head with "Orana" sign, Small garden bed walls at left, Dwarf wall at right.	\$2,918.18	\$291.82	\$3,210.00

	PRICE EXCL GST	GST	PRICE INCL GST
EXTERIOR	\$2,918.18	\$291.82	\$3,210.00

## INSPECTION REPORT



Client to be aware that we cannot prevent the emulsification at the square arches.



At the garage walls, we will paint up to the top edge.



The small dwarf wall at the path side, is included.

SCOPE OF WORK	INCLUDED	EXCLUDED
EXTERIOR		
Common Property	Square rendered arch Unit 4, Square rendered arch Unit 5, Square rendered arch Unit 7, Square rendered arch Unit 8, Driveway walls & head with "Orana" sign, Small garden bed walls at left, Dwarf wall at right	Any item/s or work not specified.

EXTERIOR SURFACE	COAT 1	COAT 2
Square rendered arch Unit 4	Weathershield	Weathershield
Square rendered arch Unit 5	Weathershield	Weathershield
Square rendered arch Unit 7	Weathershield	Weathershield
Square rendered arch Unit 8	Weathershield	Weathershield
Driveway walls & head with "Orana" sign	Weathershield	Weathershield
Small garden bed walls at left	Weathershield	Weathershield
Dwarf wall at right	Weathershield	Weathershield

<b>GENERAL PREPARATION</b>	<p>Clean all surfaces to remove dust. Wash all surfaces to remove mould and water stains.</p> <p>Wash mould or mildew-affected areas with a proprietary bleach containing sodium hypochlorite (e.g. Zixo). Where mould re-growth is possible, include paint coatings with an anti-mould additive in accordance with manufacturer's directions.</p> <p>Fill cracks, holes and sand smooth, using Polyfilla Professional M40, Flexi Filla on external cracks. Sand all surfaces between coats.</p> <p>Use primers, sealers and undercoats as per the appropriate solution for the particular substrate.</p> <p>The Sub-contract allows for the horizontal movement of all materials including movement to the required rooms throughout the building.</p> <p>Use caulking and gap filling where required, including but not limited to panelling, door frames, skirting windows, etc.</p> <p>Paint undercoat, allow plasterer to correct visible defects and re-apply undercoat to all patches prior to completing subsequent coats.</p> <p>3 Colours does not warrant or guarantee that in the future any previously applied coatings will not fail or break down to the detriment of any coating applied by us.</p> <p>Any latent conditions discovered during paint preparation process are not included in the quote.</p>
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<b>GENERAL PREPARATION OR GRADE 3:</b>	Sanding, filling, caulking - wipe down of existing previously painted surfaces as necessary, fill small holes, cracks & joints between substrates. Attention to most dominant (3mm depth & above) existing irregularities, application defects, depressions, scratches or inconsistent textures.
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#### PAINTING SYSTEM, QUALITY CONTROL, & WARRANTIES

<b>PAINTING SYSTEM</b>	Dulux	Premium		
<b>ENCLOSE SPECS</b>	3 Colours Capability Statement email	3 Colours-5-Year-Workmanship-Warranty		
<b>COLOURS</b>	TBA		Home Building Compensation Insurance	N/A

<b>COLOURS:</b>	<p>Match existing colours.</p> <p>Pricing may be subject to revision if the colour specification is not available at the time of quoting.</p> <p>3 Colours Painting Services cannot take responsibility for any slight variation between the colour/s represented on printed colour cards, or computer matched colours, and the actual paint colour/s when applied. For our clients' benefit, and to avoid any delays or additional charges for variations, we strongly recommend that colours should be finalised with the painters on site at commencement of work.</p>
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<b>COATING SYSTEM:</b>	Australian Standard AS2311:2000, apply premium finishes.
<b>PAINT APPLICATION</b>	Costings have been based on undercoat / spot priming followed by two coats of Dulux Premium grade paints
<b>QUALITY CONTROL</b>	All work to be done to Australia Standard AS2311:2000
<b>HOURS OF WORK</b>	All works to be carried out in normal working hours
<b>TRADESPEOPLE</b>	All staff are employed by 3 Colours
<b>PREVIOUS APPLIED COATINGS</b>	3 Colours does not warrant or guarantee that in the future any previously applied coatings will not fail or break down to the detriment of any coating applied by us.
<b>WORKMANSHIP WARRANTY</b>	Our workmanship is covered by a 5 years warranty (unless otherwise stated) and the products we use are covered by Dulux's five-year product warranty.
<b>DULUX WARRANTY</b>	As an accredited Dulux provider, we keep record of all purchases on behalf of our clients to support Dulux's Five (5) Year Product Warranty. Dulux warrants to the Customer that the coating system applied to the Project, in accordance with the contract, complies with the specification and is suitable for its intended purpose. At any stage during the five-year warranty period, a fresh coat of Dulux may be applied if premature coating failure has occurred, subject to the conditions laid out in their Warranty Document.

#### WORK, HEALTH, & SAFETY & ENVIRONMENTAL MANAGEMENT

<b>WHS</b>	We have an WHS plan certified by trades monitor. Before commencing work a risk assessment is carried out and control measures are put in place to mitigate risks. All staff are inducted into the relevant safe work method statements.
<b>SAFE WORK METHOD STATEMENT</b>	<ol style="list-style-type: none"> <li>1. Inspect plant, assets, environment</li> <li>2. Identify potential hazards</li> <li>3. Identify control measures to eliminate or reduce risks</li> <li>4. Create a safe work method statement to itemise risks, control measures, and responsibilities</li> <li>5. Carry out a site induction and implement the safe work method statement</li> </ol>
<b>ENVIRONMENTAL MANAGEMENT</b>	All waste will be removed from site and disposed of or recycled in accordance to the relevant e.p.a guidelines. An enviro -wash system is used which allows for cleaning brushes and rollers on or off site there-fore leaving no impact on the environment.
<b>WASTE MANAGEMENT</b>	All waste will be removed from premises and disposed of in accordance to the relevant e.p.a guidelines.

**PAYMENT | INSURANCE | CONTRACT TERMS**

<b>3 COLOURS LICENSE NUMBER</b>	183407C
<b>ABN</b>	79 115 251 753
<b>INSURANCE DETAILS</b>	General Liability: \$20,000,000 (Blue Zebra Insurance policy no #P24052200346) Worker's Compensation: \$265,200 (icare policy no# 106067301)
<b>PAYMENT TERMS</b>	<b>Payment seven (7) days from invoice.</b> <b>Payments to 3 Colours Painting Services Pty Ltd BSB 082-299 A/c 58762 4102 [NAB].</b>
<b>PAYMENT SCHEDULE</b>	<b>10% DEPOSIT on acceptance of quote, 90% ON COMPLETION.</b>
<b>QUOTATION TERMS</b>	This quotation remains <b>valid for 90 days</b> from the above date, after which a revised quote may be necessary. Any variation to the above quantities may result in a variation to the quoted price.
<b>CONTRACTUAL AGREEMENT:</b>	The Home Building Act 1989 states that a written contract must be used for residential building work where the value of the contract is more than \$1,000.
<b>HOME BUILDING COMPENSATION INSURANCE</b>	All work on domestic properties, unless exempt, where the value of the work costs more than \$20k, is covered with Home Building Compensation Insurance (HBC), previously Home Warranty Insurance. HBC cover of at least \$340,000 is needed for any residential home or renovation project costing over \$20,000 including GST. Please note this is not included in our quotation due to each job having a different scope of works. The exact cost for the insurance premium will be included in our Contract of Works.
<b>VARIATIONS:</b>	The work including materials may be varied with written agreement between owner and contractor. A notice describing the variations, the cost of additional work must be provided to the owner and the notice must be signed and dated by both parties to constitute acceptance. The price of extra work will be added to the contract price.
<b>ACCEPTANCE</b>	To accept this quotation please sign, date and return via email to 3colours@3colours.com.au Once received 3 Colours will confirm with the client a start date for the works to commence. A copy of our terms of trade, Insurance Certificates, Home Building Compensation premium, payment schedule, and project projection will be supplied along with a Contract of Works as approved by the Department of Fair Trading.

<b>CLIENT NAME:</b>		<b>PROJECT DURATION:</b>	<b>1 WEEK</b>
<b>DATE:</b>		<b>START DATE:</b>	
<b>CLIENT SIGNATURE:</b>		<b>3 COLOURS SIGNATURE:</b>	

# how we work

## OUR PAINTERS

All painters employed by 3 Colours are trade qualified, have their construction induction certificates, and are under the guidance of a Dulux Accredited senior painter. Our painters are identified by their uniforms and are experienced in minimizing noise and protecting the privacy of residents.

## WORK HEALTH & SAFETY

We follow Australian Standards AS2311:2000 best practice and the product manufacturers' specifications. All work carried out in strict accordance with Work, Health and Safety legislation and our own quality assurance policies. Before commencing work a risk assessment is carried out and control measures are put in place to mitigate risks. All staff are inducted into the relevant Safe Work Method Statements before work commences.

## SITE PROTECTION

As far as it is practical, we program works so that painting is completed to the top of the building first, to ensure that finished paintwork is not adversely affected by paint splatters. All building projections, service pipes etc. are masked up and protected.

We use drop and dust sheets extensively to protect all surfaces not scheduled for painting and we remove necessary fixtures before starting to paint and re-fix them on completion of painting. We place "Wet paint" warning notices conspicuously until paint is dry and we clean off marks, paint spots, and stains progressively. We touch-up paintwork with the paint batch used in the original application so there are no visible differences. On completion, the site is left clean, neat and tidy.

## **PREPARATION PROCESS**

Before we commence painting, we restore damaged surfaces to their original condition to ensure surfaces are fit to apply new material. Our process is as follow:

- All surfaces are cleaned to remove dirt and grime.
- Mould or mildew-affected areas are cleaned with a bleach containing sodium hypochlorite.
- Cracks and holes (3mm depth & above), dominant irregularities, application defects, depressions, scratches or inconsistent textures are filled and sanded smooth.
- We caulk and gap fill where required for areas such as panelling, door frames, skirting and windows.
- Surfaces are primed & sealed prior to applying undercoats.
- We apply an undercoat, allow plaster to correct irregularities and defects and reapply an undercoat to all patches prior to completing subsequent top coats.

## **ENVIRONMENTAL MANAGEMENT**

We use low or zero VOC (Volatile Organic Compounds) paints to ensure there are little or no fumes. When painting interiors, we ensure proper ventilation for the safety of residents and pets. We specially treat and dispose of our waste to avoid adverse environmental impacts and waste water is not poured down the storm water drain. We use non-toxic fillers where possible and an environmentally-friendly wash system to clean brushes and rollers leaving no adverse impact on the environment.

## **WORKMANSHIP WARRANTY**

There is a five-year warranty on all paintwork, supported by our Dulux Accreditation. Our warranty guarantees that for a period of five (5) years from the date of contract, subject to the limitations set forth in our warranty document, we will repair cracking, peeling or chipping paint resulting from any defective workmanship.



# testimonials

“We have now a fantastic ‘good as new’ painted house. Incredibly professional work and a delightful attitude with the team. The next house in our small avenue is using 3 Colours and the job looks fantastic.”

A Fisk, Manly

“The on-site team displayed the highest quality workmanship from start to finish, and made sure that the preparation and painting works were undertaken in the most professional and comprehensive manner possible.” Executive Committee, Forest Lodge

“I promised the painters I would let you all know what a great job they did. They went out of their way to please me. They were truly wonderful.” Executive Committee, Rawson St Mosman

“Thanks for painting our house; we’re very pleased with the result. Your painters were very friendly and helpful. Terrific job - we are delighted!” R Dunford & J White, Annandale

“We are very pleased with the job. Your team has been excellent. They have gone the extra mile to fix little things and the quality of the work is excellent.” Executive Committee, Amherst St Cammeray

“Many thanks for the prompt and excellent work.” L Dowse, Annandale

“I’m very happy with the work done, everything looks great. I was surprised how quickly the job was finished.” Executive Committee, Parkview Rd Abbotsford

“You have done a magnificent job and we are delighted with the result.” B&E Jones, Pymble

“The job proceeded smoothly, looks excellent and the painters were most professional and obliging.” Executive Committee, Mosman

“The painters were friendly and courteous and went out of their way to be co-operative. We were very pleased with their work and manner.” Executive Committee, Mosman

“Thank you for your assistance and high standard of workmanship.” P C Coombes, Vaucluse

“Perfect job! I’ve already recommended 3 Colours to my employer.” M Prior, Neutral Bay



“The service was exceptional. The team of painters provided outstanding and professional service and should be commended for their work. Thank you for such a pleasurable experience.” Colliers, Parramatta

“A fantastic job.” Executive Committee, Gladesville

“Your team was absolutely fantastic. Great attention to detail, very pleasant to deal with, very reliable, always left the house clean and tidy. Our next job will be painting the outside of the house and we’ll definitely be getting you to quote.” V Briggs, Bellevue Hill

“I was very happy with the job. The work all went very smoothly and has been done to a high standard.” M Hopkinson, Darling Point

“Thank you for putting such a terrific team together on my house. They did a spectacular job and both my husband and I couldn’t be happier. I really appreciate your support in getting the job done before we move in tomorrow.” J Miller, West Pennant Hills

“The entire project was run with the utmost professionalism from start to finish. The work was of the highest quality and the house looks simply amazing. I have no doubt that the beautiful paintwork played a large part in the sale.” M Fox, Mosman

“Thank you for the very professional handling of my job and the excellent finish.” J Davidson, Leichhardt “We were happy with the job and the professional way it was carried out.” D & J Tutton, Wollstonecraft

“The client was very happy with the job your company did. She was experiencing a lot of pressure and your staff were efficient, respectful and cheerful from the quoting stage through to completion.” Carmel Bradstreet, Ready Steady Relax Pty Ltd

“The whole building looks very fresh and up to date, thanks to your provision of a good colour consultant. I have had nothing but very good comments from everyone in the building.” Executive Committee, Kirribilli



**ROBERTSONS**  
REMEDIAL & PAINTING  
Builder licence no. 223024C

Robertson's Painting & Decorating Pty Limited  
P.O Box 461  
Drummoyne NSW 1470  
ABN 16 140 746 247

Ph: 02 9181 3519  
Email: info@rpd.net.au  
Web: www.robertsons.com.au

**Quote No: Q41665-1**

**Quote Request: 00017429**

23rd February 2023

**To:** Strata Plan 85577  
27-29 Durbar Avenue  
KIRRAWEE, NSW, 2232

**C/:** Foresheew Strata Agency  
Attention: Donna Alvarez  
Email: donna@foresheewstrata.com.au

## Repair and Repaint Nominated Wall

Area	Value
Painting of nominated areas	\$5,000.00
Nominated Isolated Repairs - Driveway wall adjacent to street numbers 27-29	\$2,420.00
Total	\$7,420.00
GST	\$742.00
Total Including GST	\$8,162.00

**Existing paint colour to be supplied by owners**

**Refer to the scope of works for inclusions and specifications**

**Prepared By:** Ed Byrne  
**Email:** ed@rpd.net.au  
**Phone:** 0491 266 377

Our quotation is valid for a period of 3 months from date of issue.

## Scope of Works & Specification

Following site establishment:

External surfaces will be washed where practicable

### Repairs

Minor repair to driveway wall cut dummy joint 10 mm deep

Core drill 2 x holes adjacent to (bottom) of planter box wall

Supply and fit 2 x PVC spitter pipes in an attempt to allow water to escape from adjacent planter box

### Painting

Work areas will be protected with drop sheets and masking tape

Surfaces will be prepared by sanding and / or scraping to remove any loose paint back to a sound edge

Skim coat low areas to be flush with surrounding areas

Areas of missing sealant will be gap filled, repairs to be primed with appropriate sealer

Paint systems to be used as per the scope of works and specification below:

## Scope of Works

### Painting of nominated areas

Thoroughly prepare and repaint nominated surfaces with coating system listed below

### Nominated Isolated Repairs - Driveway wall adjacent to street numbers 27-29

Remove any loose cement from nominated repair areas - Driveway wall adjacent to street numbers 27-29

Cut existing repair dummy joints to 10 mm depth

Core drill 2 x holes in nominated wall to allow insert of 2 x PVC spitter pipes

Supply and fit spitter pipes

Prepare and Paint as per scope of work

## Specification

Surface	Product
Driveway Walls	1 coat spot prime all bare areas followed by 2 coats Taubmans AllWeather Exterior Acrylic - low sheen or equivalent
Town House - 4,5,7,8 - Front Entry - Columns / Pillars 4 sets	1 coat spot prime all bare areas followed by 2 coats Taubmans AllWeather Exterior Acrylic - low sheen or equivalent



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Driveway wall adjacent to street numbers 27-29	Sand and cement mixture to match as close as possible to surrounding area
2 x spitter pipes	PVC



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## Exclusions

The following items are excluded from our quotation:

All items and areas not specifically listed for inclusion in this quote

No warranty to isolated repairs regarding water ingress or leaching

## Additional Comments

The project has been priced to be painted in a similar colour scheme. If a drastic or complicated colour change is required and additional coats are needed due to coverage this may be subject to a variance.

We have allowed for specific repairs detailed within our scope of works and pricing. Any other repairs identified throughout the project over and above what has been quoted on would be priced as a variation and provided for approval.

## Price Breakdown

The pricing schedule is inclusive of all labour, materials, access equipment and relevant insurances for all works nominated within our scope of works:

Our quotation is valid for a period of 3 months from date of issue.



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## About Us

**Trusted to deliver a better quality product** - Proudly family owned and operated for over 50 years Robertson's has built an enviable reputation amongst the industry for consistently delivering high quality, award winning painting and building services across Sydney and the wider NSW region. Our team of experienced painters, builders, project managers and office support staff have the expertise and experience to deliver a great outcome for your project. We are dedicated to the job and we pride ourselves on our professional and committed attitude.

**No matter the size of the project we have you covered** - Whether its painting, remedial repairs, cladding removal and replacements, building rectification and upgrade projects, waterproofing, tiling, electrical services, window repairs, window replacements, carpentry repairs, render repairs, crack stitching, concrete spalling, balcony repairs, balustrade installations, compliance modifications we have the right team for your project.

**Member of the Master Builders Association**

**Member of the Master Painters Association**

**Public Liability Insurance \$20M and Workers Compensation Insurance**

**Home Building Compensation Fund: up to \$14M & \$4M individual**

**Australian Standard AS/NZS ISO 9001:2008 compliant**

**Institute Strata Title Management supply member**

**Registered with the NSW Department of Fair Trading Design and Building Practitioner Scheme**

**Registration Number: BUP0001277**

**Colour consultation services:** Robertson's can provide colour samples on request and can assist customers with colour schemes. For a more involved and detailed service we can refer you to one of our partner professional colour consultants.

**Certificate of completion:** Robertson's will issue information on completion of your project which details the paint colour, type and finishes used for your records.

**Maintenance programs:** Are available to ensure the longevity of your project. We can tailor a program specifically suited to your individual needs; from regular touch up and washing services to small one off visits.

## Warranty

5 year warranty on Robertson's workmanship - conditions apply\*

10 year manufactures warranty on most products and materials - conditions apply\*

\*Warranties will not apply to damage which is beyond the control of Robertson's. These may include but are not limited to: Coating failure as a result of water penetration or ingress, coating failure as a result of rust damage or other oxidisation, coating failure as a result of settlement cracking or other movement, coating failure as a result of timber rot or other age related breakdown, coating failure as a result of pre-existing paint or other substrate delamination, damage from general wear and tear, fading of colours or changes in the sheen level over time.



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## Terms and Conditions

Quotes are valid for a period of 3 months from the date of issue - unless otherwise stated on the quote.

All paint colors and finishes are to be confirmed in writing prior to commencement.

Work hours are generally from 7.00am to 4.00pm Monday to Saturday unless otherwise noted. Quotes are based on work being done during these business hours unless otherwise noted. Additional charges will apply if work is carried out after these hours.

The customer is expected to provide free of charge to Robertson's - electrical power, running water, parking and toilet facilities (where applicable) at the work site for the duration of the project.

Pre-existing toxic materials such as lead paints or asbestos particle containing materials could be subject to additional costs to prepare or remove as appropriate unless otherwise stated in the quote.

Warranties will not apply to damage which is beyond the control of Robertson's. These may include but are not limited to: Coating failure as a result of water penetration or ingress, coating failure as a result of rust damage or other oxidation, coating failure as a result of settlement cracking or other movement, coating failure as a result of timber rot or other age related breakdown, coating failure as a result of pre-existing paint or substrate delamination, damage from general wear and tear, fading of colours or changes in the sheen level over time.

Payment terms shall be agreed and noted in the works contract. Payment terms for all other projects are 14 days from the date of the invoice unless otherwise noted. For projects \$5,000 and above late payment will be subject to an initial 5% penalty and interest charges of 3% per calendar month or as per terms listed in the works contract. If the client defaults payment of any invoice when due the client will be responsible for all costs incurred by Robertson's in pursuing the debt including legal costs.

Robertson's may suspend or terminate the supply of goods if the client is at any time in breach of any obligation including payment terms. Robertson's will not be liable to the client for any damage or loss incurred as a result.

Robertson's will not be subject to liquidated damages unless specifically stated in the quote. Liquidated damages shall be limited to 1% of the net price per week or to an overall 5% of the net price and shall only then be applied where an act or omission of Robertson's directly causes such damages.

Should any laws or regulations be introduced by any level of government resulting in new changes being introduced our invoices will be adjusted accordingly or any increases or decreases in cost associated with these charges.

Payments cannot be withheld for reasons relating to defects or related issues if the client or client representative fails to notify Robertson's within 14 days of the final invoice or as per terms listed in the works contract.



# AZ PAINTING SERVICES (AUST) PTY LTD

A.B.N: 59 151 900 060 LIC No. 369809C  
Mob: 0405 247 116



## QUOTATION

15/02/2023

Quote No.: 8680

Job No.: 17429

Strata Plan **85577**

C/- Foreshew Strata Agency

Attention: Donna

Thank you for the opportunity to quote the works at:

**27-29 Drubar Avenue Kirrawee, NSW 2232**

Please find attached the following specification and quotation as requested:

### Areas to be painted:

#### Exterior:

- Drive way (2 side walls + facing wall)
- 10 columns including the face entry of 5 units

All above-mentioned areas to be thoroughly prepared, scrape loose paint, fill and render where required apply 1x coat of external sealer (watertite). Finish 2x coats of premium paint.

Price excl GST:	\$ 2,640.00
GST:	\$ 264.00
<b>Total Exterior Price incl GST:</b>	<b>\$ 2,904.00</b>

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A.B.N: 59 151 900 060    LIC No. 369809C  
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## **PLEASE NOTE**

Price includes all labour, material costs, rendering, project management and crack repairs.

All work to be carried out to high standards with Liability and Insurances.

The project has been priced to be painted with the existing colour scheme.

The quote excludes all the areas not mentioned above

Site cleaned and rubbish removed on completion.

A 30% deposit is needed prior to the commencement date.

Should you have any questions please don't hesitate to contact me on 0405 247 116.

Looking forward to hearing from you soon.

Sincerely,  
Robbie

# AZ PAINTING SERVICES (AUST) PTY LTD

A.B.N: 59 151 900 060 LIC No. 369809C  
Mob: 0405 247 116



## **SPECIFICATIONS**

### **METHOD OF PREPARATION FOR INTERIOR AND EXTERIOR**

- Protect all pre-finished areas with drop sheets and masking tape.
- Supply ladders, scaffolding and machinery where necessary.
- Carry out works with minimum disturbance.
- Adhere to manufacturers recommendations for coating thickness.
- Adhere to Occupational, Health and Safety and Waste Management guidelines as set out
- Provide sample colour at the client's request.
- Supply safety data sheets and safe work method statements on request.
- Site visits by Project Manager.

### **PREPARATION AND PAINTING PROCEDURES**

- Remove existing bubbling and peeling.
- Wash down to remove grime and mould where necessary.
- Fill all joins with flexible gap sealant.
- Fill and sand where required.
- Finish wet area ceilings with two coats of Dulux Low Sheen Premium paint or equivalent.
- Finish all other ceilings with two coats of Dulux Flat Premium paint or equivalent.

### **INTERIOR AND EXTERIOR WALLS**

- Apply sealer to bare areas.
- Fill all joins with flexible gap sealant.
- Fill, putty and sand where needed.
- Finish walls with two coats of Dulux Low Sheen Wash and Wear or equivalent.

### **INTERIOR AND EXTERIOR TIMBER WORK**

- All surfaces to be gapped, filled, puttied and sanded where necessary.
- Apply undercoat/sealer where necessary and finish with two coats of Dulux Super Enamel

### **INTERIOR AND EXTERIOR METAL WORK**

- All surfaces to be gapped, filled, puttied and sanded where necessary.
- Apply undercoat/sealer where necessary and finish with two coats of Dulux Super Enamel or Dulux Aquanamel

# AZ PAINTING SERVICES (AUST) PTY LTD

A.B.N: 59 151 900 060      LIC No. 369809C  
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## **INSURANCES**

- Public Liability insurance up to \$10 million.
- Workers Compensation.

## **WORK HEALTH & SAFETY**

- AZ Painting Services (AUST) PTY LTD is compliant with Australian Standard AS/NZS ISO 9001:2008.
- Work Health & Safety and Rehabilitation Plan complying with the necessary requirements of Work Cover NSW, Work Health & Safety Act 2011, Work Health & Safety Regulation 2011.
- Workplace Injury Management & Workers Compensation Act 1998 No 86, relevant Codes of Practice and addresses the relevant elements of NSW Government WH&S Management Systems & Auditing Guidelines (5th Edition) and AS/NZS 4801.
- CM3 System registered

BOX 1095D  
(AH714952)



NEW SOUTH WALES

# CERTIFICATE OF TITLE

REAL PROPERTY ACT, 1900



TORRENS TITLE REFERENCE

CP/SP85577

EDITION

2

DATE OF ISSUE

2/10/2013

CERTIFICATE AUTHENTICATION CODE

7NLZ-YZ-34MP

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

REGISTRAR GENERAL



## LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 85577  
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT KIRRAWEE.

LOCAL GOVERNMENT AREA: SUTHERLAND SHIRE.

PARISH OF SUTHERLAND COUNTY OF CUMBERLAND

TITLE DIAGRAM: SP85577

## FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 85577

ADDRESS FOR SERVICE OF NOTICES:

NO. 27-29 DURBAR AVENUE

GYMEA 2227

## SECOND SCHEDULE

1. RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
2. ATTENTION IS DIRECTED TO THE STRATA SCHEME BY-LAWS FILED WITH THE STRATA PLAN
3. 654237 LAND EXCLUDES MINERALS WITHIN THE PART(S) SHOWN SO INDICATED IN THE TITLE DIAGRAM
4. A512259 LAND EXCLUDES MINERALS AND IS SUBJECT TO RIGHTS TO MINE WITHIN THE PART(S) SHOWN SO INDICATED IN THE TITLE DIAGRAM
5. DP1162263 POSITIVE COVENANT
6. AH714951 THIS EDITION ISSUED PURSUANT TO S.111 REAL PROPERTY ACT, 1900
7. AH714952 CHANGE OF BY-LAWS

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 1000)

STRATA PLAN 85577

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	- 86	2	- 88	3	- 86	4	- 83
5	- 83	6	- 82	7	- 82	8	- 83
9	- 82	10	- 81	11	- 81	12	- 83

\*\*\*\* END OF CERTIFICATE \*\*\*\*

ANY ATTEMPT TO ALTER THIS CERTIFICATE COULD RESULT IN HEAVY FINES OR IMPRISONMENT (S.141 REAL PROPERTY ACT).

**Strata Plan 85577**  
**27-29 DURBAR AVENUE KIRRAWEE**

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**The Following are the Standard By-laws registered with the scheme. Strata Plan registration Date: 18/07/2011**

**1 Noise**

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

**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 prior written approval of the owners corporation.

**3 Obstruction of Common Property**

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

**4 Damage to lawns and plants on common property**

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

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

**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 except with the prior written approval of the owners corporation.

(2) An approval given by the owners corporation under clause (1) cannot authorise any additions to the common property.

(3) This by-law does not prevent an owner or person authorised by an owner from installing:

(a) any locking or other safety device for protection of the owner's lot against intruders or to improve safety within the owner's

(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, or

(d) any device used to affix decorative items to the internal surfaces of walls in the owner's lot, unless the device is likely to affect the operation of fire safety devices in the lot or to reduce the level of safety in the lots or common property.

(4) 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 of the Act, the owner of a lot must:

(a) maintain and keep in a state of good and serviceable repair any installation or structure referred to in clause (3) that forms part of the common property and that services the lot, and

(b) repair any damage caused to any part of the common property by the installation or removal of any locking or



## **Strata Plan 85577**

### **27-29 DURBAR AVENUE KIRRAWEE**

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safety device, screen, other device or structure referred to in clause (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 or discarded item except with the prior written approval of the owners corporation.

#### **10 Hanging Out of Washing**

(1) An Owner or Occupier of a lot may hang any washing on any lines provided by the Owners Corporation for that purpose. Such washing may only be hung for a reasonable period.

(2) An Owner or Occupier of a lot may hang washing on any part of the Lot provided that the washing will not be visible from street level outside the parcel.

(3) An Owner or Occupier of a Lot may hang washing on any part of the Lot that will be visible from street level outside the parcel only if the Owner or Occupier has the prior written approval of the Owners Corporation.

(4) In this clause: washing includes any clothing, towel, bedding or other article of a similar type.

#### **11 Preservation of Fire Safety**

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

#### **12 Cleaning Windows and Doors**



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(1) Except in the circumstances referred to in clause (2), an owner or occupier of a lot is responsible for cleaning all interior and exterior surfaces of glass in windows and doors on the boundary of the lot, including so much as is common property.

(2) The owners corporation is responsible for cleaning regularly all exterior surfaces of glass in windows and doors that cannot be accessed by the owner or occupier of the lot safely or at all.

**13 Storage of Inflammable Liquids and Other Substances and Materials**

13.1 An owner or occupier of a lot must not, except with the prior written approval 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.

13.2 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.

**14 Changes to Floor Coverings and Surfaces**

(1) An owner or occupier of a lot must notify the owners corporation at least 21 days before changing any of the floor coverings or surfaces of the lot if the change is likely to result in an increase in noise transmitted from that lot to any other lot. The notice must specify the type of the proposed floor covering or surface.

(2) This by-law does not affect any requirement under any law to obtain a consent to, approval for or any other authorisation for the changing of the floor covering or surface concerned.

**15 Floor Coverings**

15.1 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.

15.2 This By-law does not apply to floor space comprising a kitchen, laundry, lavatory or bathroom.

**16 Garbage Disposal**

(1) An owner or occupier of a lot in a strata scheme that does not have shared receptacles for garbage, recyclable material or waste:

(a) must maintain such receptacles 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 (except in the case of receptacles for recyclable material) adequately covered, and

(b) must ensure that before garbage, recyclable material or waste is placed in the receptacles it is, in the case of garbage, securely wrapped or, in the case of tins or other containers, completely drained or, in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines, and

(c) for the purpose of having the garbage, recyclable material or waste collected, must place the receptacles 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, recyclable material or waste is normally collected, and

(d) when the garbage, recyclable material or waste has been collected, must promptly return the receptacles to



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the lot or other area referred to in paragraph (a), and

(e) must not place any thing in the receptacles 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 or recycling collector may have spilled from the

receptacles and must take such action as may be necessary to clean the area within which that thing was spilled.

(2) An owner or occupier of a lot in a strata scheme that has shared receptacles for garbage, recyclable material or waste:

(a) must ensure that before garbage, recyclable material or waste is placed in the receptacles it is, in the case of garbage, securely wrapped or, in the case of tins or other containers, completely drained or, in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines, and

(b) must promptly remove any thing which the owner, occupier or garbage or recycling collector may have spilled in the area of the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled.

(3) An owner or occupier of a lot must:

(a) comply with the local council's requirements for the storage, handling and collection of garbage, waste and recyclable material, and

(b) notify the local council of any loss of, or damage to, receptacles provided by the local council for garbage, recyclable material or waste.

(4) The owners corporation may post signs on the common property with instructions on the handling of garbage, waste and recyclable material that are consistent with the local council's requirements.

## **17 Keeping of Animals**

(1) Subject to section 49 (4) of the Act, an owner or occupier of a lot must not, without the prior written approval of the owners corporation, keep any animal (except a cat, a small dog or a small caged bird, or fish kept in a secure aquarium on the lot) 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.

(3) If an owner or occupier of a lot keeps a cat, small dog or small caged bird on the lot then the owner or occupier must:

(a) notify the owners corporation that the animal is being kept on the lot, and

(b) keep the animal within the lot, and

(c) carry the animal when it is on the common property, and

(d) take such action as may be necessary to clean all areas of the lot or the common property that are soiled by the animal.

## **18 Appearance of Lot**

(1) The owner or occupier of a lot must not, without the prior written approval 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 clothing, towel, bedding or other article of a similar type in accordance with by-law 10.

## **19 Change in Use of Lot to be Notified**

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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).

**20 Provision of Amenities or Services**

(1) The owners corporation may, by special resolution, determine to enter into arrangements for the provision of the following amenities or services to one or more of the lots, or to the owners or occupiers of one or more of the lots:

- (a) window cleaning,
- (b) garbage disposal and recycling services,
- (c) electricity, water or gas supply,
- (d) telecommunication services (for example, cable television).

(2) If the owners corporation makes a resolution referred to in clause (1) to provide an amenity or service to a lot or to the owner or occupier of a lot, it must indicate in the resolution the amount for which, or the conditions on which, it will provide the amenity or service.

Note: Section 111 of the Act provides that an owners corporation may enter into an agreement with an owner or occupier of a lot for the provision of amenities or services by it to the lot or to the owner or occupier.

**21 Compliance with Planning and Other Requirements**

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

**22 Service of Documents on Owner of Lot by Owners Corporation**

A document may be served on the owner of a lot by electronic means if the person has given the owners corporation an e-mail address for the service of notices and the document is sent to that address.

**23 Exclusive Use By-Law - Roof Area**

(1) In this by-law, unless the contract indicates or requires, these terms shall have the following meanings:

- (a) "Acts" means the Strata Schemes management Act 1996
- (b) "Works" means all or any maintenance, repair, installation, removal or replacement that the proprietor undertakes
- (c) Where any term used in this by-law is defined in the Strata Schemes Management Act 1996, it will have the same meaning as that term has in the Act.

(2) The proprietors of lot 1 and 2 shall be entitled to exclusive use and enjoyment of that part of the common property being the roof area indicated on the plan annexed to this by-law. The conferring of this right is subject to the proprietor observing and performing the following conditions and obligations and being permitted to carry out the works;

(3) The proposed exclusive area is approved as a roof. Prior to occupying the area the proprietor must obtain the consent of Sutherland Shire Council to occupy the area for residential purposes. The owners corporation will sign all documents and do all things reasonably necessary to assist the proprietor in obtaining such consent.

(4) Any approval of Sutherland Shire Council must be served on the owners corporation prior to taking possession of the exclusive area.

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(5) The proprietor must undertake and complete all works and comply with any conditions imposed by Sutherland Shire Council as a condition of approval prior to occupying the area.

(6) The proprietor must undertake all works at his own expense including any alterations to the common property to gain access to the area and, if the exclusive use comes to an end, alterations to re-instate the common property to its original condition.

(7) The proprietor shall be responsible for the proper maintenance of the common property and for keeping it in a state of good and servicable repair. This obligation shall extend to the waterproofing integrity of the roof area so it does not leak into the ground floor area of the affected lot or any other lot.

(8) The proprietor must not penetrate the roof or alter the tiled surface of the roof without first obtaining the consent of the owners corporation. The owners corporation may seek reports at the expense of the proprietor and may grant or refuse such consent or may impose reasonable conditions upon such alteration.

(9) The proprietor may use and occupy the area wholly at his own risk and must take out and maintain public risk insurance that covers the area the subject of this by-law. A copy of such insurance must be provided to the owners corporation. If evidence of such insurance is not provided then the owners corporation may take out such insurance at the cost of the proprietor.

(10) The proprietor must repair any damage to common property or any other lot caused by him or his agents or contractors in the course of undertaking any obligations under this by-law.

(11) The proprietor shall ensure that the overall appearance of the strata development is in no way compromised by structures, installations, furniture, washing or other items placed on the exclusive use area and visible from the street or other lots.

(12) The proprietor must keep the owners corporation indemnified against any claims made against, or expenses incurred by, the owners corporation and arising out of or caused by works on the exclusive use area, or the use of the exclusive use area.

(13) Without prejudice to the other rights of the owners corporation where the proprietor fails or neglects to carry out any condition referred to herein then the owners corporation or its agents, servants or contractors may carry out such condition and may enter upon any part of the parcel for that purpose at any reasonable time on notice given to any occupier or proprietor of any part of the parcel and may recover the costs of fulfilling such condition as a debt from the proprietor.

**The Following are the Special By-laws registered with the scheme.****1 Installation of Air Conditioners****Registration Date: 11/07/2012**

Each owner for the time being of each lot in the strata scheme is conferred with the right to install an air-conditioning system (hereinafter defined as including a self-contained or split-system air conditioning unit, compressor, filter, ducting, electrical wiring and all associated equipment wherever located) (hereinafter referred to as the "air-conditioner") to service the owners lot within the strata scheme subject to the following terms and conditions:

(a) The owners of any lot proposing to undertake the installation of an air-conditioner must submit comprehensive plans and diagrams of the proposed installation to the secretary or strata managing agent of the strata scheme not less than fourteen (14) days before the air-conditioner is to be installed;

(b) the air-conditioner shall not be or become or in any way be construed to be common property and shall always remain the sole property of the owner for the time being of the lot which it services;

(c) the air-conditioner must be installed in a location and in such a way that it is not readily visible from the street front or any other public areas bounding the strata scheme;

(d) the owners of any lot undertaking the installation of an air-conditioner must obtain all necessary permits, licenses or consents required by local authority or other statutory or lawful authority for such installation;

(e) the installation of the air-conditioner must be effected in a workmanlike manner by licensed and insured tradespersons;

(f) the air-conditioner must not create any noise likely to interfere with the peaceful enjoyment of any owner or



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occupier of a lot in the strata scheme or any person lawfully using the common property;

(g) the air-conditioner must not expel any effluent or exhaust any air in such a way as to cause discomfort or inconvenience to an owner or occupier of a lot in the strata scheme or any person lawfully using the common property or to cause damage to the common property, including any plants, garden or lawn;

(h) any damage to common property that occurs during, or results from, the installation or subsequent removal or replacement of, or use of, the air-conditioner must be forthwith made good by the owners of the lot from which the damage results at no cost to the Owners Corporation;

(i) the air-conditioner must be maintained in good working order and condition by the owner without claim on the owners corporation in respect of such maintenance;

(j) the air-conditioner and all filters must be regularly cleaned by the owner;

(k) the owner shall inform the secretary or strata managing agent of the scheme not later fourteen (14) days before the air-conditioner is to be replaced or renewed;

(2) In the event that an owner or occupier of a lot to which the air-conditioner is installed, after notice, fails to comply with any matters set out in conditions (a) to (k) hereof then the Owners Corporation may terminate the right of the owner or occupier to install the air-conditioner.

## **2 Absolution of Maintenance - Lot Fixtures and Fittings**

**Registration Date: 12/01/2016**

### **PART 1 - Introduction and Intent**

- (a) This By-law has been drafted from the NSW Land and Property Information memorandum AG600000 dated November 2011 which attempts to provide a guide to owners in determining the maintenance responsibilities for their scheme.
- (b) The intent of the By-law is to provide definition of the maintenance responsibilities of the fixtures and fittings within a lot and any appliances that only service a single lot within the strata scheme.  
The intent being that any fixture or fitting contained within the lot, whether specified in this By-law or not, or any appliance that only services one lot, whether specified in this By-law or not shall be deemed to be the maintenance responsibility of the lot owner by virtue of the Owners Corporation absolving its maintenance responsibilities for same pursuant to section 62(3) of the Act.
- (c) Any item specified in this By-law that is afforded cover for damage due to an insurable event by the Owners Corporations insurance policy shall still be protected by that insurance.
- (d) At all times the Owners Corporation shall retain the maintenance responsibility for the structural elements, integrity and general safety of the building.  
Waterproofing shall also remain the Owners Corporations responsibility, except where a lot owner has undertaken a renovation within their lot that affects a waterproofed area.
- (e) This By-law does not confer any rights upon a lot owner to install any item listed in this By-law as a fixture or fitting of a lot.

### **PART 2 - Definitions**

2.1 In this by-law, unless the context otherwise requires or permits:

- (a) Act means the Strata Schemes Management Act 1996 (NSW) or any amendment
- (b) Lot means any lot in the strata plan
- (c) Owner means the owner of the Lot
- (d) Owners Corporation means the owners corporation created by the registration of strata plan 85577
- (e) Internal Area means any area within the envelope of a lot as defined by the Strata Plan
- (f) Internal Pipe Work and Wiring means any pipe work or wiring that only services one lot, whether located on a common property or internal wall.

2.2 In this by-law, unless the context otherwise requires:

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

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**PART 3 - Terms and Conditions**

In accordance with section 62(3) of the Act, the Owners Corporation has deemed it inappropriate to repair, maintain, replace or renew any of the following items that are associated with the fixtures and fittings within an owners lot within the Strata Scheme;

**3.1 Internal Areas**

All decorative finishes within a lot, including but not limited to;

- (a) All Cornices
- (b) All Skirting Boards
- (c) All Architraves and Internal Door Jams
- (d) Wall tiles wherever located, including kitchen, bathroom and laundries
- (e) Floor Tiles wherever located, including kitchen, bathroom and laundries
- (f) False Ceilings
- (g) Mezzanines, Stairs and Handrails
- (h) All paintwork and wall paper
- (i) The cleaning of mould throughout the lot where the causative factors are purely environmental

**3.2 Bathroom, Ensuites and Laundry Areas**

All Bathroom, Ensuite & Laundry fixtures and fittings, including but not limited to;

- (a) All taps and internal pipe work
- (b) Shower screens
- (c) Bathtub, including internal floor waste and drainage pipes
- (d) Sinks and hand basins including internal drainage pipes,
- (e) Cabinets and mirrors
- (f) Toilet pan, including cistern and internal waste pipes
- (g) All lights, light fittings and exhaust fans that only service the lot, wherever located

**3.3 Kitchen Areas**

All Kitchen fixtures and fittings, including but not limited to;

- (a) All taps and internal pipe work
- (b) All internal waste and drainage pipes, including connection to the common stack
- (c) Bench tops
- (d) Sinks and insinkers
- (e) Ovens, Stoves and Cook Tops
- (f) All lights, light fittings, exhaust fans and rangehood's that only service the lot, wherever located, including ducting and external ventilation points

**3.4 Floor Coverings**

- (a) All carpet within the lot
- (b) All floor tiles, wherever located, including kitchen, bathroom, laundry and balcony tiles
- (c) All Floor boards, whether floating or fixed
- (d) All parquet, linoleum, vinyl and cork tiles wherever located

**3.5 Balcony/Courtyard Areas**

- (a) All tiles, pavers and decking
- (b) All stairs and handrails within the balcony or courtyard area
- (c) All awnings, pergolas, privacy screens or louvers, whether originally or installed by the lot owner subsequent to the registration of the Strata Plan
- (d) All plants and grassed areas within the balcony or courtyard
- (e) The pruning, trimming or removal of a tree or trees, including damage caused by roots
- (f) Fences that divide two lots





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(g) All lights, switches, light fittings and wiring within the balcony or courtyard of the lot

#### **3.6 Electrical Fittings & Appliances**

- (a) All lights and light fittings, including switches that service only one lot, including down lights and transformers that may be recessed in the ceiling
- (b) All electrical sockets and wall plates
- (c) Electrical main and sub-main that services only one lot including fuses wherever located
- (d) Smoke Detectors that only service one lot
- (e) Alarm Systems that only service one lot
- (f) Individual Garage Door Motors
- (g) Telephone, Television, cable television and internet wall plates and cabling that only services one lot, wherever located
- (h) Split system and ducted Air-conditioning systems, including condenser units and all associated equipment wherever located that only service one lot;
- (i) Ceiling Fans
- (j) Electrical or Gas Hot Water Heaters and all associated equipment that only service one lot, wherever located.
- (k) Any general appliance, such as a dishwasher, microwave oven, clothes dryer or other that is designed to only service a single lot.

#### **3.7 Front Door, Balcony Doors, Windows and Garage Area**

- (a) All flyscreens and security screens/doors fitted to the windows, doors and balcony doors of the lot, whether installed originally or subsequently by the lot owner;
- (b) Automatic door closers
- (c) Any locking device or door furniture installed on the front and back doors, balcony doors or windows of the lot, whether installed originally or subsequently by the lot owner;
- (d) Supplying or replacing swipe tags, fobs, security passes, restricted keys or remote control units that operate common entry doors and garage doors at the scheme

### **3 Payment of Insurance Excesses**

#### **Registration Date: 12/01/2016**

##### **A) Intention**

The intention of this By-law is to determine whether a lot owner shall be responsible for the payment of any applicable insurance excess following the settlement of an insurance claim that affects only their lot property at the strata scheme. If passed by the Owners Corporation, the intention of the By-law is for the lot owner to assume liability for the expense.

##### **B) Definitions**

(i) The following terms are defined to mean:

'Common Property' means those elements of the building noted as common property on the registered strata plan for the scheme, with the exception of the items listed under 'Lot Property' below;

'Excess' means the amount deducted by the Owners Corporations insurance company following the settlement a claim applicable to this By-law;

'Lot' means any lot in the strata plan;

'Lot Property' means those parts and elements of the building contained within the owners lot, in accordance with the strata plan registered for the strata scheme that are covered by the Owners Corporations insurance policy, as well as timber floor boards contained within the lot, wall and floor tiles wherever located, cornices & skirtings and appliances that only service the lot, including but not limited to, stoves, cook tops, ovens, exhaust fans (wherever located), hot water heaters and air-conditioning apparatus;

'Owner' means the owner/s of the Lot.

'Owners Corporation' means the owners corporation created by the registration of strata plan

'the Act' means the Strata Schemes Management Act 1996.

(ii) Where any terms used in this by-law are defined in the Strata Schemes Management Act 1996, they will have





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the same meaning as the terms attributed under that Act.

#### **C) Payment of Excesses**

- (i) A lot owner shall be liable to pay any insurance excess that may be applicable to the settlement of an insurance claim that affects only their lot property at the strata scheme;
- (ii) In the event an insurance claim affects both lot property and common property under the same insurable event, the Owners Corporation shall be responsible to pay the excess;
- (iii) In the event the claim affects common property only, the Owners Corporation shall be responsible to pay the excess;

#### **D) Owners Right of Appeal**

- (i) In the event that a lot owner believes an excess levied upon them pursuant to this By-law is unjust, the lot owner may request that the Owners Corporation waive the charge by a resolution of the Owners Corporation at the next general meeting of the Owners Corporation.
- (ii) In the event the Owners Corporation rejects a request made by a lot owner pursuant to sub-clause D)(i) above, all charges imposed by this By-law shall stand.

#### **E) Rights, Powers and Obligations of the Owners Corporation**

The Owners Corporation shall have the following additional powers, authorities, duties, functions and obligations;

- (i) The Owners Corporation shall have the power to recover any insurance excess outlined in clause C)(i) above from a lot owner as a debt by way of a levy charged to the lot;
- (ii) The Owners Corporation must serve upon the owner a written notice of the contribution payable;
- (iii) The Owners Corporation may charge interest upon any contribution payable under this By-Law pursuant to section 79 of the Act;
- (iv) The Owners Corporation may initiate debt recovery proceedings for any contribution payable under this By-Law pursuant to section 80 of the Act;

## **4 Modifications and Additions**

### **Registration Date: 12/01/2016**

Each owner for the time being of each lot in the strata scheme is conferred with the right to install weather protection devices (hereinafter defined as including blinds, awnings, pergolas, shutters, screens, canopies and shades to provide shade and protection from sun and weather to the windows, doors and open spaces of a lot and all associated equipment wherever located) (hereinafter referred to as the 'devices') to service the owners lot within the strata scheme subject to the following terms and conditions:

- (a) The owners of any lot proposing to undertake the installation of any devices must submit comprehensive plans and diagrams including colour and material samples of the proposed installation to the secretary or strata managing agent of the strata scheme not less than fourteen (14) days before the devices are to be installed;
- (b) the devices shall not be, or become, or in any way be construed to be common property and shall always remain the sole property of the owner for the time being of the lot which they service;
- (c) the style, design and finish of any proposed devices shall be consistent with the architectural theme established throughout the remainder of the strata scheme buildings and shall not detract from the overall appearance of the property, such style and design of the first of any one type of device to be notified to the secretary or the strata managing agent will, if it complies with subclause (1) (a) to (j) hereof, set the precedent for any other similar installations of devices that may be proposed elsewhere in the strata scheme;
- (d) the owners of any lot undertaking the installation of any devices must obtain all necessary permits, licenses or consents required by local authority or other statutory or lawful authority for such installation;
- (e) the installation of any devices must be effected in a workmanlike manner by licensed and insured tradespersons;
- (f) the devices must not interrupt the free flow of air or unreasonably shadow any other lot or the common property or generally interfere with access to the common property by any owner or occupier of a lot in the strata scheme or any person lawfully using the common property;
- (g) any damage to common property that occurs during, or results from, the installation or subsequent removal or replacement of, or use of, any devices must be forthwith made good by the owners of the lot from which the damage results at no cost to the Owners Corporation;



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- (h) the devices must be maintained in good working order and condition by the owner without claim on the owners corporation in respect of such maintenance;
- (i) the owner shall inform the secretary or strata managing agent of the scheme not later fourteen (14) days before any devices are to be replaced or renewed;
- (j) all paint, stain and trim finishes applied to the devices shall be, and shall always remain, consistent with the materials and finishes in use throughout the remainder of the strata scheme at no cost to the Owners Corporation.
- (2) In the event that an owner or occupier of a lot to which any devices are installed, after notice, fails to comply with any matters set out in conditions (a) to (j) hereof then the Owners Corporation may terminate the right of the owner or occupier to install such devices.
- (3) In the event that an owner of a lot proposes the installation of any devices that, in their absolute discretion, the secretary or the strata managing agent believes is not consistent with the architectural theme established throughout the remainder of the strata scheme buildings. The proposal must be decided by vote at a general meeting.

## **5 Installation of Child Window Safety Devices**

**Registration Date: 12/01/2016**

### **PART 1 - Preamble**

The intention of this By-law is to provide the Owners Corporation with a means of charging, passing and/or indemnifying the Owners Corporation against any additional costs associated with the obligations imposed by section 64A of the Strata Schemes Management Act 1996 (Strata Schemes Management Amendment (Child Window Safety Devices) Bill 2013) on to the owner of a lot in circumstances including but not limited to the circumstances outlined in Part 3 (Rights & Obligations of Owners) below;

### **PART 2 - Definitions**

(i) The following terms are defined to mean:

'Costs' includes any fine, charge, fee or invoice imposed on the Owners Corporation by a statutory or lawful authority or any contractor or agent engaged by the Owners Corporation or lot owner.

'Lot' means any lot in the strata plan.

'Occupier' means the occupier of a Lot

'Owner' means the owner/s of the Lot.

'Owners Corporation' means the owners corporation created by the registration of strata plan.

'Owners Corporations Agents' means the Strata Managing Agent, Executive Committee or any contractor, legal counsel or other personnel engaged by the Owners Corporation.

'Owners Agents' means any real estate agent, property manager or any contractor engaged by a lot owner or the occupant of the lot or visitors to the lot.

'the Act' means the Strata Schemes Management Act 1996.

'Required Devices or Safety Devices' means a locking or other security device that must be installed pursuant to section 64A of the Act.

'works' means any repair, maintenance, replacement or refurbishment undertaken in relation to the required devices at the strata scheme.

(ii) Where any terms used in this by-law are defined in the Strata Schemes Management Act 1996, they will have the same meaning as the terms attributed under that Act.

### **PART 3 - Rights and Obligations of Lot Owners**

(i) A lot owner shall be liable to compensate or indemnify the Owners Corporation against any costs that arise as a result of any additional work or administrative charges that are imposed upon the Owners Corporation as a result of the section 64A of the Act, including but not limited to the following;

(a) An owner or occupier refusing access for the Owners Corporations agents to install the required devices;

(b) An owner or occupier refusing access for the Owners Corporations agents to certify that the correct devices have been installed;

(c) Where an owner elects to engage the Owners Corporations agent to fit a locking or safety device other than the device/s chosen by the Owners Corporation or the executive committee;

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- (d) Where an owner, occupier or owners agent removes or damages a safety device that has already been installed by the Owners Corporation or loses the key to said locks in accordance with section 64A;
- (e) Where the owner of a lot undertakes the installation of a compliant safety device, the Owners Corporation shall not be obligated to reimburse the owner of the lot for the costs of the said device;
- (f) Any additional administrative charges incurred by the Owners Corporation associated with items (i)(a) to (e) above;
- (ii) Any costs imposed upon a lot owner pursuant to PART 3 (i)(a) to (f) of this Bylaw shall be payable to the Owners Corporation whether the said items are arranged, caused or initiated by the owner, occupier, owners agent or the Owners Corporation's agent.
- (iii) In the event that a lot owner believes a charge imposed upon them pursuant to this By-law is unjust, the lot owner may request that the Owners Corporation waive the charge by a resolution of the Owners Corporation at the next general meeting of the Owners Corporation.
- (iv) In the event the Owners Corporation rejects a request made by a lot owner pursuant to PART 3 (iii) of this By-law, all charges imposed by this By-law shall stand.

**PART 4 - Rights, Powers and Obligations of the Owners Corporation**

The Owners Corporation shall have the following additional powers, authorities, duties, functions and obligations;

- (i) The Owners Corporation shall have the power to recover all costs outlined in PART 3 above from a lot owner as a debt by way of a levy charged to the lot;
- (ii) The Owners Corporation must serve upon the owner a written notice of the contribution payable;
- (iii) The Owners Corporation may charge interest upon any contribution payable under this By-Law pursuant to section 79 of the Act;
- (iv) The Owners Corporation may initiate debt recovery proceedings for any contribution payable under this By-Law pursuant to section 80 of the Act;
- (v) All monies recovered by the Owners Corporation shall form part of the fund to which the relevant contribution belongs.

**6 Rectification of Settlement Cracks****Registration Date: 11/05/2018**

1. Pursuant to Section 106), the Owners Corporation will not be responsible to repair any damage or defect to the common property walls or ceilings within any lot space provided that;
  - (a) Any damage or defect is limited to settlement or shrinkage cracks that do not effect the structural integrity of the building/s;
  - (b) the damage has not been caused by impact or other insurable events;
  - (c) the damage has no material effect upon the utility of a lot.
2. If a dispute arises with the owner of a lot in the strata scheme in respect of subclause 1(a), a structural engineer must make the decision as to whether the subject damage or defect is the result of settlement or shrinkage or is a structural or other defect.
3. If a structural engineer is appointed pursuant to clause 2, the professional costs shall be borne by the Owners Corporation if the damage or defect is determined to be a structural defect, or by the owner of the subject lot if the damage or defect is determined to be caused by settlement or shrinkage.

**7 Pre-Meeting & Electronic Voting****Registration Date: 12/12/2018****A) Intention**

The intention of this By-law is to provide authorisation to both the Owners Corporation and Strata Committee to utilise pre-meeting electronic voting and electronic voting as a means of collecting and counting votes for a matter to be determined by either the Owners Corporation or Strata Committee.

**B) Pre-Meeting Electronic Voting**

**Strata Plan 85577**  
**27-29 DURBAR AVENUE KIRRAWEE**

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- (i) The Owners Corporation, in addition to the functions conferred upon it by or under the Strata Schemes Management Act 2015 (NSW) (and without limiting the generality thereof) shall have the power and authority to utilise pre-meeting electronic voting as provided by clause 15 of the Strata Schemes Management Regulation 2016.
- (ii) The Strata Committee, in addition to the functions conferred upon it by or under the Strata Schemes Management Act 2015 (NSW) (and without limiting the generality thereof) shall have the power and authority to utilise pre-meeting electronic voting as provided by clause 15 of the Strata Schemes Management Regulation 2016.

**C) Electronic Voting**

The Owners Corporation and Strata Committee shall be authorised to utilise electronic means of voting including but not limited to, teleconferencing, video-conferencing, email (including scanned ballot papers), websites, mobile applications and other electronic means for the purpose of collecting and counting votes on any matter for determination by the Owners Corporation or Strata Committee prior and during the conduct of a meeting.

**D) Compliance and Capability**

Where the Owners Corporation or Strata Committee elects to use pre-meeting voting and/or electronic voting to assist with the conduct of a meeting, the secretary or Strata Managing Agent must ensure that;

- (i) All rules surrounding the conduct of a meeting wholly or partially by pre-meeting and electronic voting are followed as specified by the Strata Schemes Management Act 2015, Strata Schemes Management Regulation 2016 as well as the terms of this By-law, and
- (ii) The venue and electronic means used have the appropriate capabilities that will enable the meeting to be conducted using those mediums.

**8 Minor Renovations By-Law****Registration Date: 31/03/2019****1. Intention**

The intention of this By-law is;

- i. To delegate the function of approving Minor Works to the Strata Committee of the Owners Corporation in accordance to section 110(6)(b) of the Strata Schemes Management Act,
- ii. Define what Minor Works may be approved by the committee,
- iii. Provide owners with an application process to have their Minor Works approved,
- iv. Provide Terms and Conditions that will apply to all Minor Works that are approved by the strata committee.

**2. Definitions**

- i. The terms and references used in this By-law have the same meaning as the terms and references found in the Strata Schemes Management Act 2015 (the Act) and Strata Schemes Management Regulation 2016 (the Regulations).
- ii. Minor Renovations means any work to the common property in the building in connection with a lot for the following purposes;
  - a. Renovating a kitchen, bathroom or laundry within a lot (not including waterproofing works)
  - b. Renovating any other room within a lot (not including structural works)
  - c. Changing or installing recessed light fittings,
  - d. Installing or replacing wood or other hard floors,
  - e. Installing or replacing wiring or cabling or power or access points,
  - f. Work involving reconfiguring walls,
  - g. Installing or replacing pipes and duct work,
  - h. Installing a rainwater tank,
  - i. Installing a clothesline,
  - j. Installing a reverse cycle split system or ducted air-conditioning system,
  - k. Installing double or triple glazed windows,
  - l. Installing a heat pump or hot water service,



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### **27-29 DURBAR AVENUE KIRRAWEE**

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- m. Installing ceiling, wall or floor insulation,
- n. Installing an antenna, an aerial or satellite dish (less than 1.5M in diameter),
- o. Installing a skylight, rotary roof ventilator device or exhaust fan in the roof space directly above the owners lot,
- p. Installing solar panels and/or an electric battery for the purposes of providing electricity supply to the owners lot
- q. Any other installation or renovation deemed a 'Minor Renovation' by the strata committee that accords with section 110 of the Act.

#### **3. Authority to approve Minor Renovations**

- i. The Owners Corporation delegates to the Strata Committee under section 110(6)(b) of the Act, the authority to approve Minor Renovations as defined in this By-law to all lots within the strata scheme.
- ii. Upon receiving an application for Minor Works, the secretary or Strata Managing agent must convene a meeting of the Strata Committee within the timeframes and within provisions of the Act and Regulations.
- iii. The meeting may be convened and conducted by electronic means, if the Owners Corporation or Strata Committee has approved pre-meeting voting and electronic voting.
- iv. In the event there is no committee elected or the committee are unable to meet within the timeframes defined by the Act, the application must be determined by the Owners Corporation at a general meeting.
- v. The committee may, at its own discretion, decide that an application for Minor Renovations be determined by the Owners Corporation at a general meeting.
- vi. The Strata Committee may not unreasonably withhold approval for a Minor Renovation, however where the committee does withhold approval, the owner may refer their application for Minor Renovations to Owners Corporation for determination at a general meeting.
- vii. Where a general meeting is required pursuant to clause 3(vi) of this By-law, all costs associated with the production of that meeting will be borne by the owner of the lot to which the application applies, unless the application is to be determined at the next Annual General Meeting of the Owners Corporation or the strata committee agrees that the Owners Corporation will assume the expense.
- viii. Pursuant to section 110 of the Act, the Strata Committee cannot approve Minor Renovations of a structural nature or renovations that require waterproofing works.

#### **4. Application Process**

An application for a Minor Renovation must be made in writing and sent to the secretary or Strata Managing Agent and be accompanied with all necessary documentation that will readily allow the strata committee to determine the application, including but not limited to;

- i. The name of the applicant, contact details and lot number to which the Minor Renovations will apply,
- ii. A description of the Minor Renovations proposed,
- iii. All plans, specifications, drawings, expert reports or other information that will assist the committee in processing the application, including;
  - a. For works that involve the installation of timber or hard floors within a lot, details of the acoustics to be used to ensure adequate sound proofing;
  - b. For works that involve installing recessed lighting, a copy of the fire proofing proposed to be used,
- iv. Details of how any rubbish and debris will be disposed of during the construction process,
- v. The estimated duration of the work,
- vi. Other information that the committee may require in order to process the application.

#### **5. Terms and Conditions that will apply to all approvals**

The following terms and conditions will apply to all Minor Renovations approved by the Strata Committee pursuant to this By-law.

- i. The owners must inform the secretary or Strata Managing Agent not less than fourteen (14) days before the Minor Renovations are to commence;
- ii. Anything installed as a result of the Minor Renovation shall not be, or become, or in any way be construed to be common property and shall always remain the sole property of the owner of the lot which they service, including successors in title;

**Strata Plan 85577**  
**27-29 DURBAR AVENUE KIRRAWEE**

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- iii. the owners of any lot undertaking the Minor Renovations must obtain all necessary permits, licenses or consents required by local authority or other statutory or lawful authority for such installation;
  - iv. the installation of any devices must be effected in a workmanlike manner by licensed and insured tradespersons;
  - v. any damage to common property that occurs during, or results from, the installation or subsequent removal or replacement of, or use of, the Minor Renovations must be forthwith made good by the owners of the lot from which the damage results at no cost to the Owners Corporation;
  - vi. the Minor Renovations must be maintained in good working order and condition by the owner without claim on the owners corporation in respect of such maintenance;
  - vii. the owner shall inform the secretary or strata managing agent of the scheme not later fourteen (14) days before the Minor Renovations are to be replaced or renewed;
- (2) In the event that an owner or occupier of a lot to which the Minor Renovations have been completed, after notice, fails to comply with any matters set out in conditions (i) to (vii) hereof then the Owners Corporation may terminate the right of the owner or occupier to install such devices.
- (3) The Strata Committee or Owners Corporation may impose additional terms and conditions to the granting of approval for Minor Renovations, including but not limited to;
- i. The supply of a Dilapidation Report prior to the commencement of the works,
  - ii. The supply of additional expert reports relevant to the proposed works,
  - iii. Payment of a Bond before commencement of the works,
  - iv. Conditions surrounding noise and proposed times of work,
  - v. Provisions for cleaning and removal of debris,
  - vi. Conditions surrounding access to common property for trades, equipment and vehicles.
  - vii. Any other matter relevant to the application.



# STRATA PLAN ADMINISTRATION SHEET

Sheet 1 of 2 Sheet(s)

\*OFFICE USE ONLY

Name of, and address for service of notices on, the Owners Corporation. (Address required on original strata plan only)

The Owners - Strata Plan No. 85577  
 No. 27-29 DURBAR AVENUE,  
 GYMEA 2227



**SP85577 S**

> Only

Registered: 18.07.2011

Office Use Only

Purpose: STRATA PLAN

**PLAN OF SUBDIVISION OF  
 LOT 10 IN D.P. 1162263**

## RESIDENTIAL

~~\*(insert type being adopted) Model By-laws adopted for this scheme~~  
 Keeping of animals: Option ~~A/B/C~~  
 \*Schedule of By-Laws in 8 sheets filed with plan  
 \*No By-laws apply  
 \*Strike out whichever inapplicable

## Strata Certificate (Approved Form 5)

(1) \*The Council of IAN BAKER  
 \*The Accredited Certifier IAN BAKER  
 Accreditation No APB 2017  
 has made the required inspections and is satisfied that the requirements of;

\*~~(a) Section 37 or 37A Strata Schemes (Freehold Development) Act 1973 and clause 29A Strata Schemes (Freehold Development) Regulation 2007.~~

\*~~(b) Section 66 or 66A Strata Schemes (Leasehold Development) Act 1986 and clause 30A of the Strata Schemes (Leasehold Development) Regulation 2007.~~

have been complied with and approves of the proposed strata plan illustrated in the plan with this certificate.

(2) \*The Accredited Certifier is satisfied that the plan is consistent with a relevant development consent in force, and that all conditions of the development consent that by its terms are required to be complied with before a strata certificate may be issued, have been complied with.

~~(3) \*The strata plan is part of a development scheme. The council or accredited certifier is satisfied that the plan is consistent with any applicable conditions of the relevant development consent and that the plan gives effect to the stage of the strata development contract to which it relates.~~

(4) \*The building encroaches on a public place and;

\*~~(a) The Council does not object to the encroachment of the building beyond the alignment of~~

\*~~(b) The Accredited Certifier is satisfied that the building complies with the relevant development consent which is in force and allows the encroachment.~~

\*This approval is given on the condition that lot(s) are created as utility lots in accordance with section 39 of the Strata Schemes (Freehold Development) Act 1973 or section 68 of the Strata Schemes (Leasehold Development) Act 1986.

Date 10 JUNE 2011

Subdivision No. 11/SC21/11

Relevant Development Consent No. DA 06/1901

Issued by SUTHERLAND COUNCIL

I [Signature]  
 Authorised Person, General Manager/Accredited Certifier

\*Strike through if inapplicable  
 \*Insert lot numbers of proposed utility lots.

L.G.A.: SUTHERLAND SHIRE

Locality: GYMEA KIRRAWEE

Parish: SUTHERLAND

County: CUMBERLAND

## Surveyor's Certificate (Approved Form 3)

JOHN ARTHUR WATSON

of WATSON BUCHAN SURVEYORS  
P.O. BOX 176, CARINGBAH. 1495

a surveyor registered under the Surveying and Spatial Information Act 2002, hereby certify that:

(1) each applicable requirement of  
 \*Schedule 1A of the Strata Schemes (Freehold Development) Act 1973.  
 \*Schedule 1A of the Strata Schemes (Leasehold Development) Act 1986  
 has been met;

(2) ~~\*(a) the building encroaches on a public place;~~  
 \*~~(b) the building encroaches on land (other than a public place) and an appropriate easement has been created by~~  
~~to permit the encroachment to~~  
 remain.

(3) \*the survey information recorded in the accompanying location plan is accurate.

Signature: [Signature]

Date: 8th February 2011

\*Delete if inapplicable.  
 +State whether dealing or plan, and quote registered number.

**SURVEYOR'S REFERENCE: 08/678**

Use STRATA PLAN FORM 3A for additional certificates, signatures and seals



STRATA PLAN ADMINISTRATION SHEET

Sheet 2 of 2 Sheet(s)

PLAN OF SUBDIVISION OF LOT 10  
 IN D.P. 1162263

SP85577

Registered:  18.07.2011

\*OFFICE USE ONLY

Strata Certificate Details: Subdivision No: 17/SC21/11

Date: 10 JUNE 2011

SCHEDULE OF UNIT ENTITLEMENT

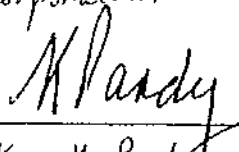
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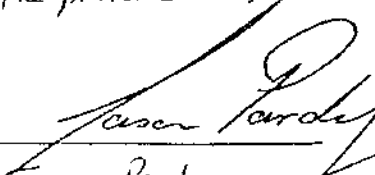
LOT No.	UNIT ENTITLEMENT	LOT No.	UNIT ENTITLEMENT
1	86	7	82
2	88	8	83
3	86	9	82
4	83	10	81
5	83	11	81
6	82	12	83
AGGREGATE		1000	

Signatures, seals and statements of intention to create easements, restrictions on the use of land or positive covenants.

(if insufficient space use additional annexure sheet)

Executed by Pardy Homes Pty Limited 000 274 591  
 in accordance with Section 127 of the  
 Corporations Act and in the presence of:

  
 Kenneth Pardy  
 Director

  
 Jason Pardy  
 Director

SURVEYOR'S REFERENCE: 08/678



(A) LAND EXCLUDES MINERALS (654237)  
(B) LAND EXCLUDES MINERALS AND IS SUBJECT TO MINE (A512259)

PA	DENOTES PATIO
W	DENOTES PROLONGATION OF OUTER FACE OF WALL
LL	DENOTES RIGHT ANGLE
P	DENOTES PLANTER
Y	DENOTES BRICK STAIRS
PT	DENOTES TILED AREA UNDER PERGOLA
PP	DENOTES PAVED AREA UNDER PERGOLA
C	DENOTES COURTYARD
W	DENOTES PROLONGATION OF OUTER FACE OF WALL

Surveyor: JOHN A. WATSON

Registered

Surveyor's Ref: 08/0678

Subdivision No.

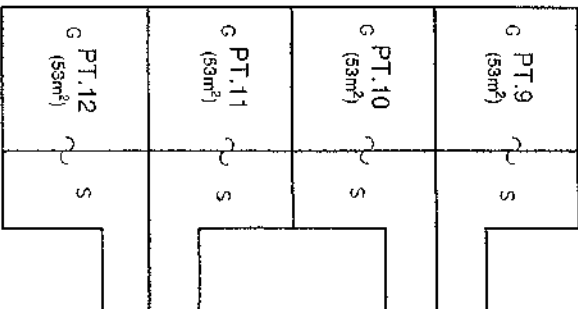
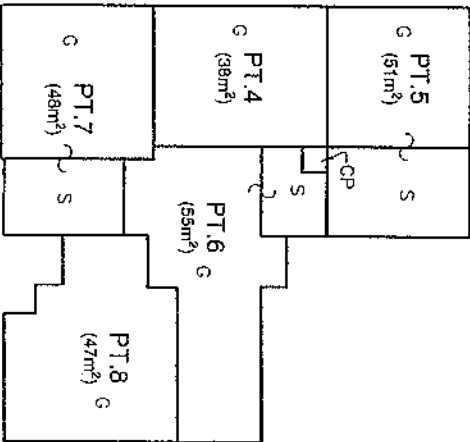
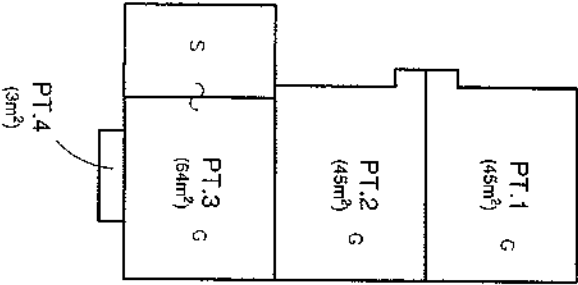
Lengths are in metres. Reduction Ratio 1:500



18.07.2011



SP85577 P



**BASEMENT**

- G DENOTES GARAGE
- S DENOTES STORAGE
- CP DENOTES COMMON PROPERTY
- 1. AREAS ARE APPROXIMATE

10 20 30 40 50 60 70 80 90 100 110 120 130 140 150

Surveyor: JOHN A. WATSON	Registered	SP85577
Surveyor's Ref: 08/0678	18.07.2011	
Subdivision No.		

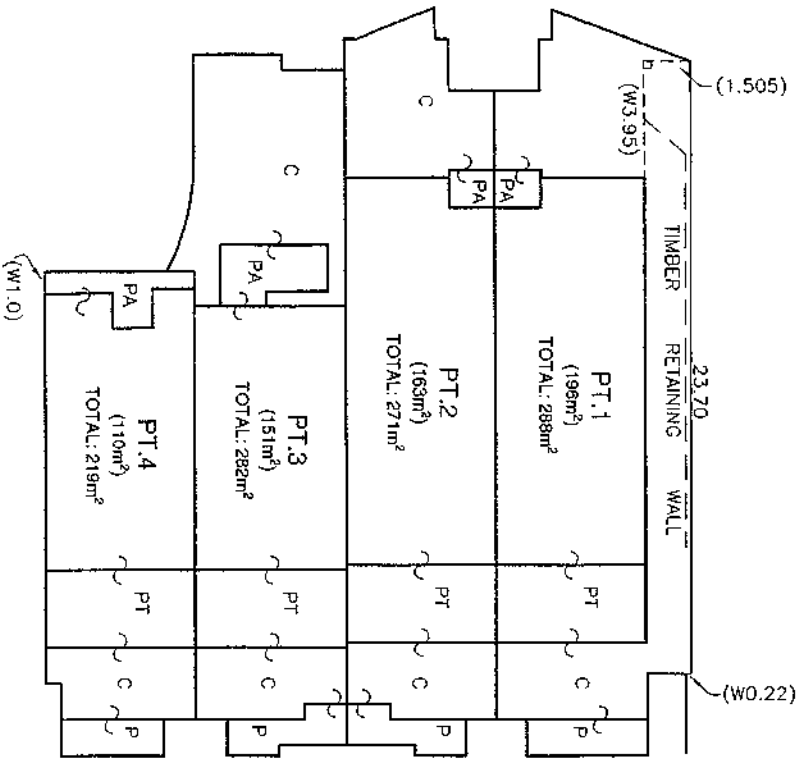
Lengths are in metres. Reduction Ratio 1:200

STRATA PLAN FORM 2 (A3)

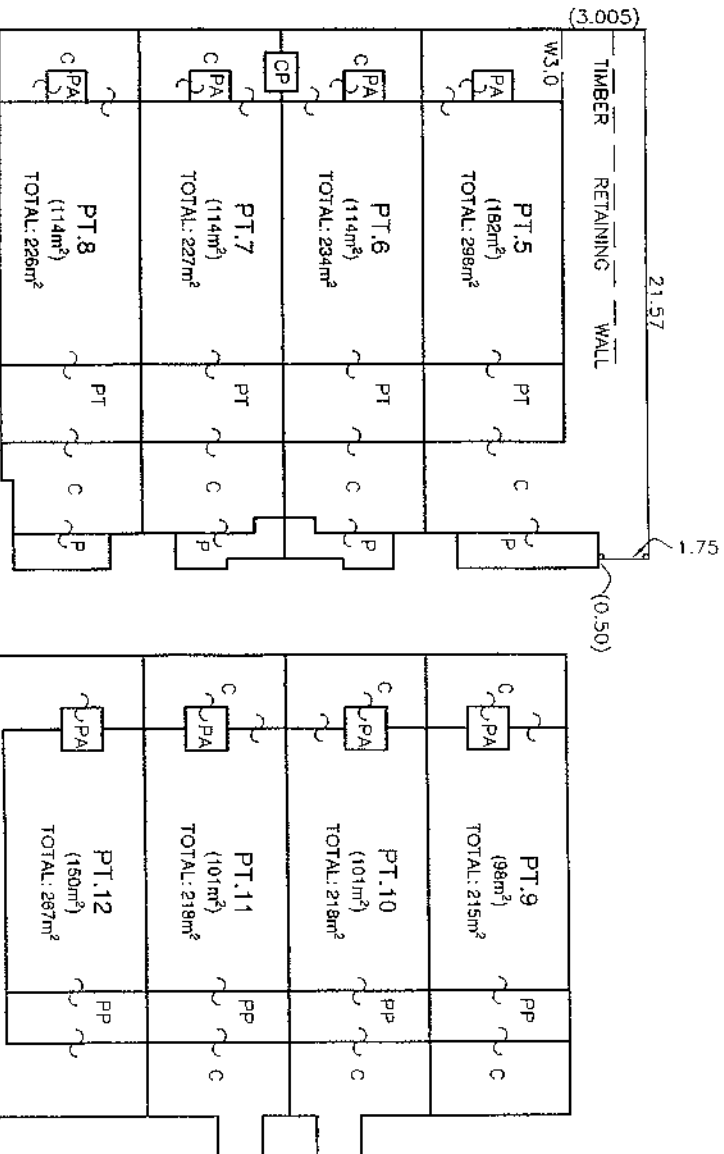
WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet 3 of 4 Sheets

PERGOLAS ARE LIMITED IN DEPTH TO THE UPPER SURFACE OF PAVED/TILE AREA AND IN HEIGHT TO THE UPPER SURFACE OF THE ROOF SECTION OF THE PERGOLA.



GROUND FLOOR



1. AREAS ARE APPROXIMATE
2. PLANTERS, PATIOS, TILED AND PAVED AREAS ARE LIMITED IN HEIGHT TO 2.7 METRES ABOVE AND IN DEPTH TO THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE/TILED FLOOR LEVELS UNLESS COVERED.
3. COURTYARDS ARE LIMITED IN HEIGHT AND DEPTH TO 2.7 METRES ABOVE AND BELOW THE UPPER SURFACE OF THEIR RESPECTIVE GROUND FLOOR UNIT LEVELS, UNLESS COVERED OR CONCRETE PAVED.
4. THE STRUCTURES OF THE COURTYARD BOUNDARY FENCES, WALLS, RETAINING WALLS PATIOS AND ALL STRUCTURES WITHIN COURTYARDS ARE COMMON PROPERTY.

- PA DENOTES PATIO  
W DENOTES PROLONGATION OF OUTER FACE OF WALL  
L DENOTES RIGHT ANGLE  
P DENOTES PLANTER  
PT DENOTES TILED AREA UNDER PERGOLA  
PP DENOTES PAVED AREA UNDER PERGOLA  
C DENOTES PROLONGATION OF OUTER FACE OF WALL

Surveyor: JOHN A. WATSON

Registered

Surveyor's Ref.: 08/0678

Subdivision No.

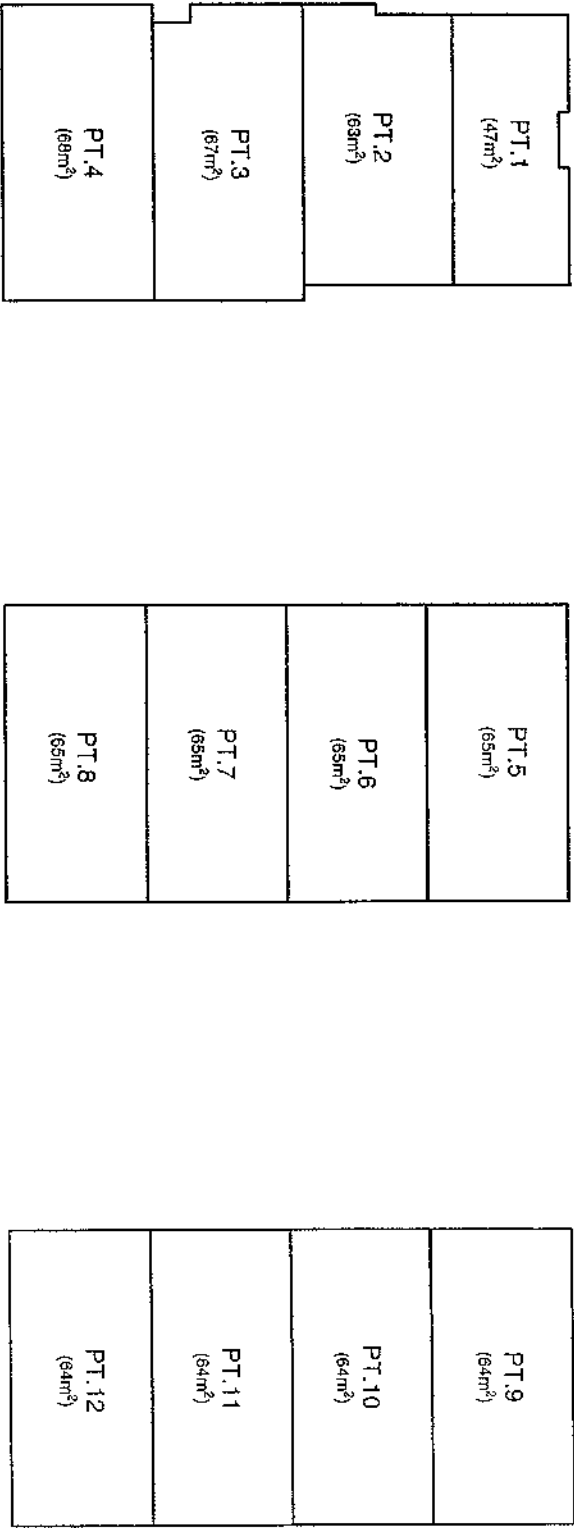


18.07.2011

SP85577

Lengths are in metres. Reduction Ratio 1:200

Amended 12/7/2011



FIRST FLOOR

1. AREAS ARE APPROXIMATE

10	20	30	40	50	60	70	80	90	100	110	120	130	140	150
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Table of mm

Surveyor: JOHN A. WATSON  
Surveyor's Ref: 08/0678  
Subdivision No.  
Lengths are in metres. Reduction Ratio 1:200



Registered  
18.07.2011

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