

COASTAL**STRATA**

## STRATA INSPECTION REPORT

<b>Address of the unit</b>	'Shearwater', Unit 2/6-12 Pacific Street, Manly NSW
<b>Date of this report</b>	Friday, 9 September 2022
<b>Prepared by</b>	Coastal Strata  02 4297 2555 info@coastalstrata.com.au coastalstrata.com.au

Buying a strata unit? You'll need to find out if the scheme is well-run, well-maintained, adequately financed, and planned well.

How do you do that? Well we've inspected the strata scheme's records at the strata manager's office and prepared this report to provide you with valuable knowledge, reassurance and insights into the strata scheme.

We know there's a lot of information (trust us, it's all relevant though!) so if you have any questions please get in touch on 02 4297 2555 or info@coastalstrata.com.au



Craig Baylis

**Licensed Strata Manager & Managing Director  
Coastal Strata**

## PROFILE

Client and property details

### CLIENT

<b>Instructions from</b>	Skyline Real Estate
<b>Purchaser</b>	To Be Advised
<b>Vendor</b>	David & Suellen Dwyer
<b>Address of the unit</b>	'Shearwater', Unit 2/6-12 Pacific Street, Manly NSW
<b>Strata Plan Number</b>	43918, 47511
<b>Lot number</b>	2
<b>Date of this report</b>	Friday, 9 September 2022

### STRATA MANAGING AGENT

Strata schemes can hire a licensed strata managing agent to help manage the scheme. An agency agreement outlines the agent's responsibilities and generally includes budgeting and planning, coordinating repairs and service providers and meeting preparation and attendance.

A strata managing agent is appointed by the strata scheme by a majority vote at a general meeting.

<b>Strata Managing Agent</b>	Bart Strata PO Box 95 Alexandria NSW 1435 Email: bart@bartstrata.com.au Ph: 02 8057 2031
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## SUMMARY

This brief summary is supplied to allow a quick and superficial overview of the top issues within the report. This summary is not the report and cannot be relied upon on its own. You should read the full inspection report for more information.

### BUILDING

<b>Building section comments</b>	<p>ROOF SOLAR PANELS</p> <p>It appears that the strata scheme may be considering installing solar panels on the roof. The only reference to this potential project was in a financial statement from 2021 budgeting a potential expense of \$137,000 in future years. Based on this it is unclear if and when this project might go ahead.</p>
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### FINANCIAL

<b>Levies per quarter</b>	\$3,319
<b>Special levies</b>	There are no current special levies. If a special levy is raised your lot would need to pay \$38 out of every \$1,000 raised.
<b>Administrative fund balance</b>	\$51,711
<b>Capital works fund balance</b>	\$159,403
<b>Capital works fund plan</b>	<ul style="list-style-type: none"> <li>At the annual general meeting on the 2/03/2022 it was noted that “a capital works analysis was prepared by Strata Committee on 03/02/2022”. It appears that a plan has not been prepared previously and this is the first time a plan has been considered.</li> <li>The plan suggests that at this point in time the Capital Works Fund should be approximately \$23,000 and the balance is currently \$27,729.</li> <li>The levies currently raise \$197,634 per year into the Capital Works Fund. The plan suggests that \$194,000 should be raised.</li> </ul> <p>If the balance is insufficient when repairs are due it increases the possibility that special levies may be needed.</p>

### PEOPLE

<b>Pets By-law</b>	The by-laws currently state that no animals (other than an assistance animal) are permitted. A meeting has been scheduled for the 16/09/2022 to consider changing the by-law to allow pets with conditions.
<b>By-laws specially related to your lot</b>	There are no special by-laws that relate specifically to your lot.

## BUILDING

### PROPERTY DETAILS

<b>Description</b>	Five storey brick & concrete building with basement car parking
<b>Number of units</b>	34
<b>Number of lots</b>	36  In 1995 Lots 23 and 24 were subdivided to create Strata Plan 47511. Strata Plan 47511 was not sighted on file therefore no further details are available to us. A change like this may have been made to swap the allocation of car spaces of another minor amendment.
<b>Unit entitlement of your lot</b>	38
<b>Unit entitlement total</b>	1000
<b>BMC / Community Association</b>	This strata plan is not a part of a larger development such as within a BMC Stratum Development or a Community Association.

### UNIT AREA

**What is a strata scheme?** - A strata scheme is a building or group of buildings divided into lots, which can include individual units, car spaces and storage areas. When you buy a lot, you own the individual lot as well as share the ownership of common property with people who own the other lots.

<b>Lot unit area (m2)</b>	200
<b>Lot car space area (m2)</b>	27
<b>Lot yard and / or balcony area (m2)</b>	Included in lot unit area
<b>Lot other areas (m2)</b>	0
<b>Lot total area (m2)</b>	227
<b>Notes</b>	Nil

#### CRAIG'S TIP



The unit areas above are noted on the strata plan as part of your lot. We suggest you make sure the information above matches the plans attached to the contract and what you've been told about the unit.

## REPAIRS & MAINTENANCE

Below is a snapshot of any recent major repairs and maintenance carried out. If you require further information on the condition of the lot you are purchasing you may wish to obtain a Building Inspection Report from another provider.

<b>2022</b>	Plumbing and drainage \$4,080
<b>2021</b>	Roof membrane \$285,167 Consultant fees \$41,148 Doors and windows \$12,619
<b>2020</b>	Garden / landscaping \$99,108 (no further details sighted) Structural rectification \$18,060
<b>2019</b>	The strata manager was only able to provide limited financial information to us.  From a financial statement attached to a 2021 annual general meeting notice it appeared to note that in 2018 a special levy of \$618,000 was raised with funds spent in 2019 on:  External remedial & painting \$661,000 Fencing \$55,896 Internal refresh / entry garden \$149,239
<b>2018</b>	As noted above only limited financial information for this period was provided by the strata manager.

<b>Notes</b>	Nil
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### CRAIG'S TIP



**Who pays for repairs?** - The owners corporation are responsible to repair and maintain the common property and each owner is responsible to repair and maintain items that are part of their lot. The strata plan shows the boundaries of your lot and therefore which parts of the building you are responsible for.

## REPORTS

Owners corporations can obtain a variety of reports to assist in the management, maintenance and repair of the common property.

<b>Work Health &amp; Safety Report</b>	A WH&S Report has not been obtained. It is suggested that the owners corporation obtain a WH&S Report to check for any slip, trip hazards and the like.
<b>Asbestos Report</b>	An Asbestos Report has not been obtained. It is suggested that the owners corporation obtain an Asbestos Report to check for the presence of any Asbestos.
<b>Termite Inspection Report</b>	From the information sighted termite inspection reports are not currently being obtained. If you have concerns about termites to your lot you may wish to arrange an inspection from another provider.

## BUILDING DEFECTS

Strata schemes can obtain a Building Defect Report to identify known or unknown building issues within a property. Depending on the age and structure of the property the developer or other parties may be responsible to arrange the required repairs.

<b>Building defects</b>	No building defect issues were noted in the files inspected.
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## OTHER BUILDING MATTERS

### ROOF SOLAR PANELS

It appears that the strata scheme may be considering installing solar panels on the roof. The only reference to this potential project was in a financial statement from 2021 budgeting a potential expense of \$137,000 in future years. Based on this it is unclear if and when this project might go ahead.

### CURRENT MATTERS

No significant items were sighted in the strata manager's current matters file.

## FINANCIAL

**What are levies?** - Levies are a fee or 'contribution' paid by all lot owners in a scheme to cover any projected costs and expenses. Generally, the levy contributions are paid by quarterly instalments as approved at the annual general meetings (AGM).

### LEVIES

<b>Administrative fund levy</b>	\$1,442
<b>Capital Works Fund levy</b>	\$1,878
<b>Total Levy Per Quarter</b>	\$3,319
<b>Levies currently paid to</b>	It is common practice that the purchaser's conveyancer will obtain a section 184 certificate prior to settlement to ensure that the vendor has paid the levies to the settlement date.
<b>Notes</b>	Nil

#### CRAIG'S TIP



Low levies are not necessarily a good thing. Ideally a strata scheme should be raising sufficient funds into the Administrative fund to cover the recurring expenses each year plus keeping the Capital Works Fund balance in line with the recommendations in their Capital Works Fund plan.

## SPECIAL LEVIES

Owners corporations can vote to introduce a 'special levy', which can sometimes be a large amount.

Special levies may be needed when there are insufficient funds to cover large capital works, unforeseen works or to carry out major repairs to the common property.

Special levies are calculated according to the lot entitlement of each lot owner. The special levy rate shows the % your lot contributes towards special levy amounts raised.

<b>Special levy %</b>	3.8%
<b>Special levies</b>	There are no current special levies. If a special levy is raised your lot would need to pay \$38 out of every \$1,000 raised.

## BANK BALANCES

The **Administrative fund** is to pay for day-to-day recurrent expenses such as insurance, strata managers fees, common lawns and garden maintenance etc. If the administrative fund is in deficit the budget may need to be increased at the next annual general meeting to repay the deficit and ensure sufficient funds are available when required.

The **Capital Works Fund** (previously called the *Sinking fund*) is used to pay for expenses such as painting, fencing, driveway repairs, carpets, roofing and guttering.

Even one owner in **arrears** can severely impact the cash flow in a strata scheme. Strata managers often engage a debt collection agency to pursue owners who are in arrears.

<b>Administrative Fund Balance</b>	\$51,711
<b>Capital Works Fund Balance</b>	\$159,403
<b>Levy Arrears Total</b>	\$27,729

## CAPITAL WORKS FUND PLAN

Owners corporations must prepare a plan of anticipated major expenditure required in the next 10 years. The forecast suggests annual budget amounts aiming to have sufficient funds when repairs are needed.

<b>Capital Works Fund plan</b>	<p>Attached for your information is an extract from the Capital works fund plan. From the plan and records we note:</p> <ul style="list-style-type: none"><li>• At the annual general meeting on the 2/03/2022 it was noted that “a capital works analysis was prepared by Strata Committee on 03/02/2022”. It appears that a plan has not been prepared previously and this is the first time a plan has been considered.</li><li>• The plan suggests that at this point in time the Capital Works Fund should be approximately \$23,000 and the balance is currently \$27,729.</li><li>• The levies currently raise \$197,634 per year into the Capital Works Fund. The plan suggests that \$194,000 should be raised.</li></ul> <p>If the balance is insufficient when repairs are due it increases the possibility that special levies may be needed.</p>
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## OTHER FINANCIAL MATTERS

Nil

## INSURANCE

Owners corporations must insure the buildings or structures on its common property under a damage policy with an approved insurer.

### INSURANCE POLICY

<b>Insurer</b>	Flex Insurance
<b>Policy renewal date</b>	31/03/2023
<b>Premium</b>	\$32,000
<b>Building sum insured</b>	\$36,046,500
<b>Public liability</b>	\$30,000,000

### OTHER INSURANCE MATTERS

Nil

#### CRAIG'S TIP



Typically the strata insurance is paid as part of your levies.

As an owner you'll need to consider taking out your insurance for your contents, landlords insurance if renting the unit out and any other insurance you deem appropriate.

## PEOPLE

### BY-LAWS

All strata schemes have a set of by-laws (rules) that owners, occupiers and, in some cases, visitors must follow. By-laws cover issues such as whether or not pets are permitted on the scheme, how smoking is regulated, parking, noise, and the conduct of residents and visitors.

<b>By-laws</b>	A copy of the by-laws that apply to this strata scheme are attached for your information.
<b>By-laws relating specifically to your lot</b>	There are no special by-laws that relate specifically to your lot.
<b>Pets By-law</b>	The by-laws currently state that no animals (other than an assistance animal) are permitted. A meeting has been scheduled for the 16/09/2022 to consider changing the by-law to allow pets with conditions.

### MEETINGS

Owners corporations are required to have at least one meeting per year, the annual general meeting, where amongst other items the budget and levies are set for the coming year.

Meetings other than the AGM are called general meetings.

<b>Date of last meeting</b>	2/03/2022 annual general meeting
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#### CRAIG'S TIP



Each owner has one vote for each lot they own. If someone has outstanding strata fees owing they are considered unfinancial and cannot vote unless an unanimous resolution is needed.

Most decisions can be made by a simple majority vote (more than 50 percent). A poll can be called for regardless of the vote. In a poll vote, votes are worked out by counting the unit entitlements.

### OWNER OCCUPIERS

<b>Based on strata roll the following units are owner occupied</b>	Unable to determine from the information provided by the strata manager.
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## OTHER PEOPLE MATTERS

Nil

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## CONTACT US

We know there's a lot of information in this report (trust us, it's all relevant though!) so if you have any questions please get in touch.

02 4297 2555  
info@coastalstrata.com.au

Regards



Craig Baylis

**Licensed Strata Managing Agent and Managing Director  
Coastal Strata**

### **Legal Disclaimer**

This inspection report has been prepared by reviewing documents supplied by the owners corporation or by their strata managing agent. No responsibility will be accepted for errors or omissions should the report be found to be incorrect, as it is possible that some of the records were not made available for inspection. The information provided relates to strata schemes within New South Wales only. As legislation can differ between Australian States and Territories this information is not to be construed to apply to any other state or territory.

Coastal Strata accepts no liability to a third party in the event that this report is provided to a third party other than the client named in this report. Should a third party become in possession of this report an updated Inspection Report should be obtained.

### **Prohibition On the Provision or Sale of the Report**

This report may not be sold or provided to any other person without our express written permission, unless the client is authorised to do so by legislation. If we give our permission it may be subject to conditions such as payment of a further fee by the other person and agreement from the other person to comply with this clause.

# INSPECTION REPORT ATTACHMENTS



FOLIO: CP/SP43918

SEARCH DATE	TIME	EDITION NO	DATE
24/8/2022	1:39 PM	25	24/11/2021

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 43918  
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT MANLY  
LOCAL GOVERNMENT AREA NORTHERN BEACHES  
PARISH OF MANLY COVE COUNTY OF CUMBERLAND  
TITLE DIAGRAM SHEET 1 SP43918

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 43918  
ADDRESS FOR SERVICE OF DOCUMENTS:  
SHEARWATER APARTMENTS  
6-12 PACIFIC STREET  
MANLY 2095

SECOND SCHEDULE (5 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 I336407 LEASE TO SYDNEY ELECTRICITY OF SUBSTATION PREMISES  
NO 16425 AS SHOWN IN PLAN WITH I336407 TOGETHER WITH A  
RIGHT OF WAY & EASEMENT FOR ELECTRICITY PURPOSES OVER  
ANOTHER PART OF THE LAND ABOVE DESCRIBED EXPIRES  
28.2.2092
  - AK971351 LEASE OF LEASE I336407 TO BLUE ASSET PARTNER PTY  
LTD, ERIC ALPHA ASSET CORPORATION 1 PTY LTD, ERIC  
ALPHA ASSET CORPORATION 2 PTY LTD, ERIC ALPHA  
ASSET CORPORATION 3 PTY LTD & ERIC ALPHA ASSET  
CORPORATION 4 PTY LTD EXPIRES: SEE DEALING. CLAUSE  
2.3 (b) (ii).
  - AK971352 LEASE OF LEASE AK971351 TO BLUE OP PARTNER PTY  
LTD, ERIC ALPHA OPERATOR CORPORATION 1 PTY LTD,  
ERIC ALPHA OPERATOR CORPORATION 2 PTY LTD, ERIC  
ALPHA OPERATOR CORPORATION 3 PTY LTD & ERIC ALPHA  
OPERATOR CORPORATION 4 PTY LTD EXPIRES: SEE  
DEALING. CLAUSE 12.1
  - AK971502 MORTGAGE OF LEASE AK971351 TO ANZ FIDUCIARY  
SERVICES PTY LTD
  - AK971571 CHANGE OF NAME AFFECTING LEASE I336407 LESSEE  
NOW ALPHA DISTRIBUTION MINISTERIAL HOLDING  
CORPORATION

END OF PAGE 1 - CONTINUED OVER

FOLIO: CP/SP43918

PAGE 2

SECOND SCHEDULE (5 NOTIFICATIONS) (CONTINUED)

- 3 SP43918 RESTRICTION(S) ON THE USE OF LAND
- 4 AM988843 INITIAL PERIOD EXPIRED
- 5 AR641462 CONSOLIDATION OF REGISTERED BY-LAWS

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 1000)

STRATA PLAN 43918

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	- 32	2	- 38	3	- 24	4	- 28
5	- 37	6	- 28	7	- 30	8	- 33
9	- 22	10	- 25	11	- 26	12	- 23
13	- 24	14	- 25	15	- 30	16	- 33
17	- 22	18	- 25	19	- 26	20	- 23
21	- 24	22	- 25	23	- SP47511	24	- 33
25	- 22	26	- 25	27	- 26	28	- 23
29	- 24	30	- 25	31	- 49	32	- 49
33	- 48	34	- SP47511				

STRATA PLAN 47511

LOT	ENT	LOT	ENT
35	- 30	36	- 43

NOTATIONS

UNREGISTERED DEALINGS: NIL

\*\*\* END OF SEARCH \*\*\*

20220390

PRINTED ON 24/8/2022

\* Any entries preceded by an asterisk do not appear on the current edition of the Certificate of Title. Warning: the information appearing under notations has not been formally recorded in the Register. InfoTrack an approved NSW Information Broker hereby certifies that the information contained in this document has been provided electronically by the Registrar General in accordance with Section 96B(2) of the Real Property Act 1900.

InfoTrack

Reg:R353275 /Doc:SF 0043918 P /Rev:29-Oct-2009 /NSW LRS /Pgs:ALL /Prt:24-Aug-2022 13:41 /Seq:1 of 8  
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COUNCIL'S CERTIFICATE

The Council of the ~~City~~ Municipality ~~Shire~~ of **MANLY** having satisfied itself that the requirements of the Strata Titles Act, 1973 (other than the requirements for the registration of plans) have been complied with, approves of the proposed ~~strata plan~~ ~~strata plan of subdivision~~ illustrated herein.

~~This approval is not subject to the involvement of the building beyond the agreement of~~

~~if the subject of the conveyance or other related instrument is section 30 of the Strata Titles Act 1973~~

Date **10<sup>th</sup> MAY 1993**

Subdivision No. **3779/S**

*[Signature]*  
Clerk

\*Complete, or delete if inapplicable.

SURVEYOR'S CERTIFICATE

**KEVIN FRANCIS BROWN**  
**KEVIN F BROWN & ASSOC'S**  
of... a surveyor registered under the Surveyors Act 1929, hereby certify that:

- (1) any wall, the inner surface or any part of which corresponds substantially with any line shown on the accompanying floor plan as a boundary of a proposed lot, exists;
- (2) any floor or ceiling, the upper or under surface or any part of which forms a boundary of a proposed lot, shown in the accompanying floor plan, exists;
- (3) any wall, floor, ceiling or structural cubic space, by reference to which any boundary of a proposed lot shown in the accompanying floor plan is defined, exists;
- (4) any building containing proposed lots erected on the land shown on the accompanying floor plan are wholly within the perimeter of the parcel ~~except to the extent that~~

~~(a) the building encroaches on a public place~~

~~(b) the building encroaches on land other than a public place, in respect of which encroachment an appropriate assessment~~

~~has been created by registered~~

~~is to be created under section 88B of the Conveyancing Act 1919~~

(5) the survey information recorded in the accompanying location plan is accurate.

Signature *Kevin F. Brown*

Date **23<sup>RD</sup> MARCH 1993**

\* Delete if inapplicable.  
† State whether dealing or plan, and quote registered number.

This is sheet 1 of my Plan in **EIGHT** sheets.

SUBDIVISION OF  
PLAN OF **LOT 100** IN D.P. **816354**



Mun./Shire  
City : **MANLY**

Locality : **MANLY**

Parish : **MANLY COVE**

County : **CUMBERLAND**

~~Reduction Ratio 1-~~

Lengths are in metres



**STRATA PLAN 43918**

Registered : **25.5.1993**

C.A. : No. **3779/S** OF **10.5.1993**

Purpose : **STRATA PLAN**

Ref. Map : **U. 1852 - 322 #**

Last Plan : **D.P. 816354**

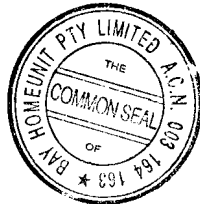
Name of, and \*address for service of notices on, the body corporate **THE REGISTERED PROPRIETORS - STRATA PLAN NO. 43918**

**"SHEARWATER APARTMENTS"**  
**Nº 6-12 PACIFIC STREET,**  
**MANLY. 2095**

Signatures, seals and statements of intention to create easements, restrictions on the use of land or positive covenants.

IT IS INTENDED TO CREATE PURSUANT TO SEC.7 (3) OF THE STRATA TITLES ACT, 1973 AND SEC.88B OF THE CONVEYANCING ACT, 1919, AS AMENDED :-

**1. RESTRICTION ON USE.**



*[Signature]*  
**SECRETARY**  
*[Signature]*  
**DIRECTOR**

AS MORTGAGEE UNDER MORTGAGE NO. **E286666 AUSTRALIAN GUARANTEE CORPORATION LIMITED** A.C.N. 000 015 485 HEREBY CONSENTS TO THE WITHIN STRATA PLAN.

Executed at **PARRAMATTA** In my presence by **AUSTRALIAN GUARANTEE CORPORATION LIMITED** by being signed sealed and delivered by **MUKHTAR ROSHAN JAMAL** who is personally known to me and who certifies he is **BRANCH SENIOR EXECUTIVE (NEW SOUTH WALES)** for the time being of the company and has no notice of revocation of Power of Attorney registered No. **703** Book **3823** under the authority of which this document is executed.

*[Signature]*  
**ESTEE WONG**  
**32 PHILLIP STREET, PARRAMATTA - CLERK**

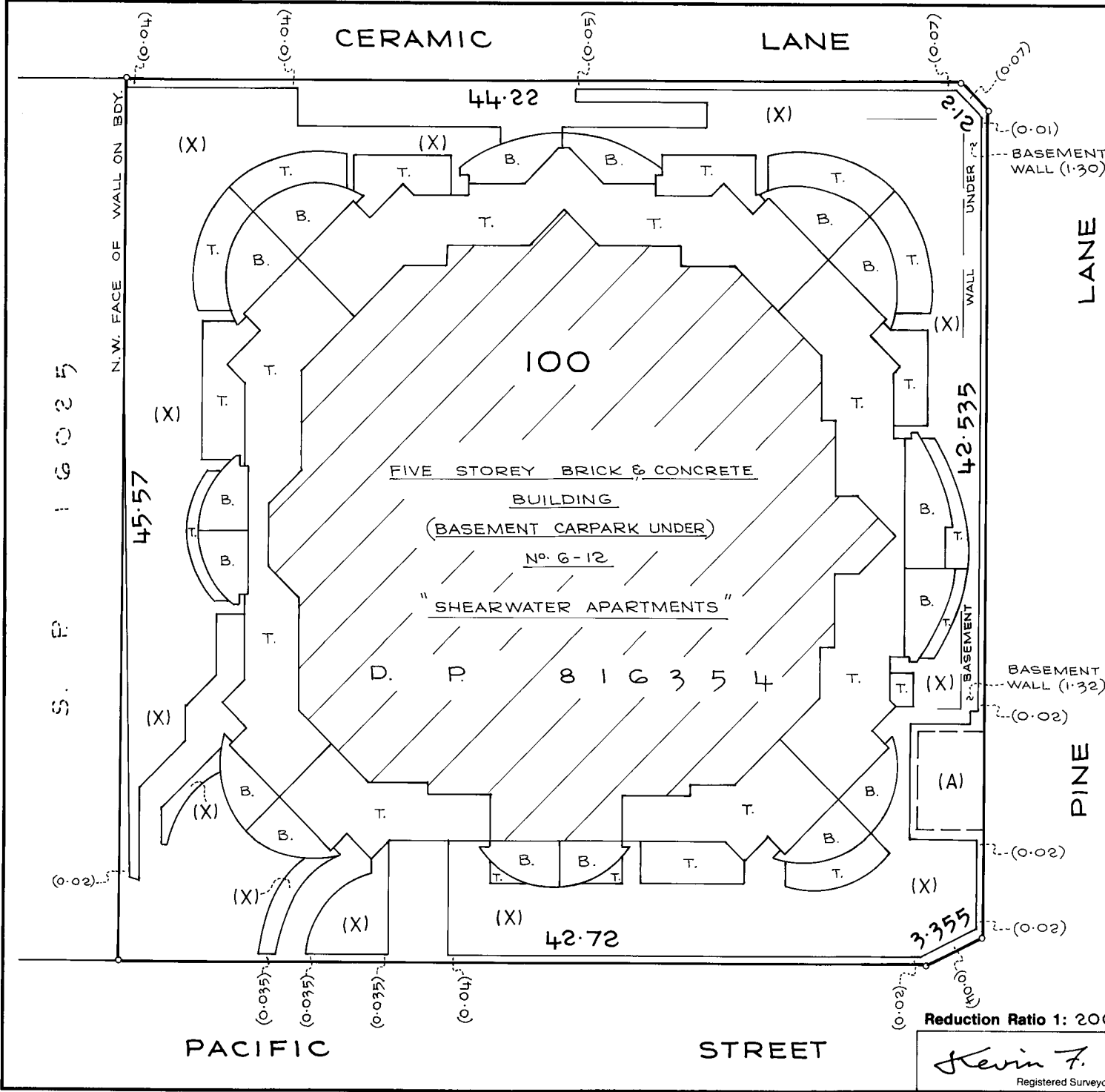
SEE SHEET 2  
FOR LOCATION PLAN

10	20	30	40	50	60	Table of mm	100	110	120	130	140	150	160
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Plan Drawing only to appear in this space

STRATA PLAN 43918

LOCATION PLAN



- B. - BALCONY (INCL. PLANTER BOXES)
- T. - TERRACE (INCL. PLANTER BOXES)
- (A) - RIGHT OF WAY & EASEMENT FOR ELECTRICITY PURPOSES. VIDE INST. NO. 1336407
- (X) - RESTRICTION ON USE. (LANDSCAPED AREAS ARE FULLY ENCLOSED BY BRICK WALLS)

Reduction Ratio 1: 200

Lengths are in metres

*Kevin F. Brown*  
 Registered Surveyor

Attachments Page 5 of 98  
 Council Clerk

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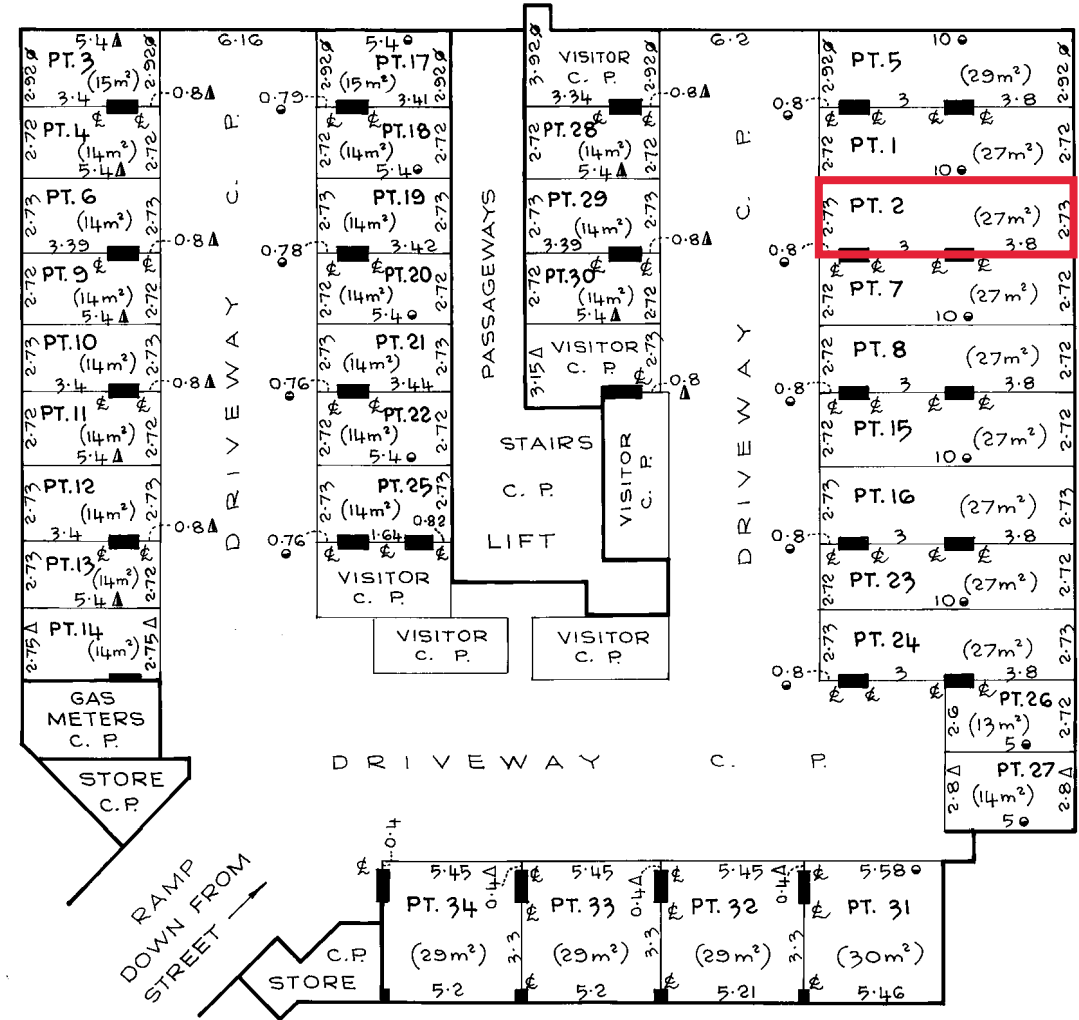
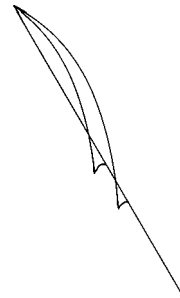
**SCHEDULE OF UNIT ENTITLEMENT**

**BASEMENT FLOOR PLAN**

**STRATA PLAN 43918**

LOT No.	UNIT ENTITLEMENT
1	32
2	38
3	24
4	28
5	37
6	28
7	30
8	33
9	22
10	25
11	26
12	23
13	24
14	25
15	30
16	33
17	22
18	25
19	26
20	23
21	24
22	25
23	30
24	33
25	22
26	25
27	26
28	23
29	24
30	25
31	49
32	49
33	48
34	43

AGGREGATE 1000



**NOTES :-**

1. C.P. - COMMON PROPERTY.
2. Δ - FROM NORTHEAST FACE OF WALL OR COLUMN.  
 ▲ - FROM SOUTHEAST FACE OF WALL OR COLUMN.  
 ● - FROM SOUTHWEST FACE OF WALL OR COLUMN.  
 ○ - FROM NORTHWEST FACE OF WALL OR COLUMN.  
 £ - CENTRELINE FACE OF COLUMN.

3. THE AREAS SHOWN HEREON ARE FOR THE PURPOSE OF THE STRATA TITLES ACT AND ARE APPROXIMATE ONLY.

Reduction Ratio 1: 200

Lengths are in metres

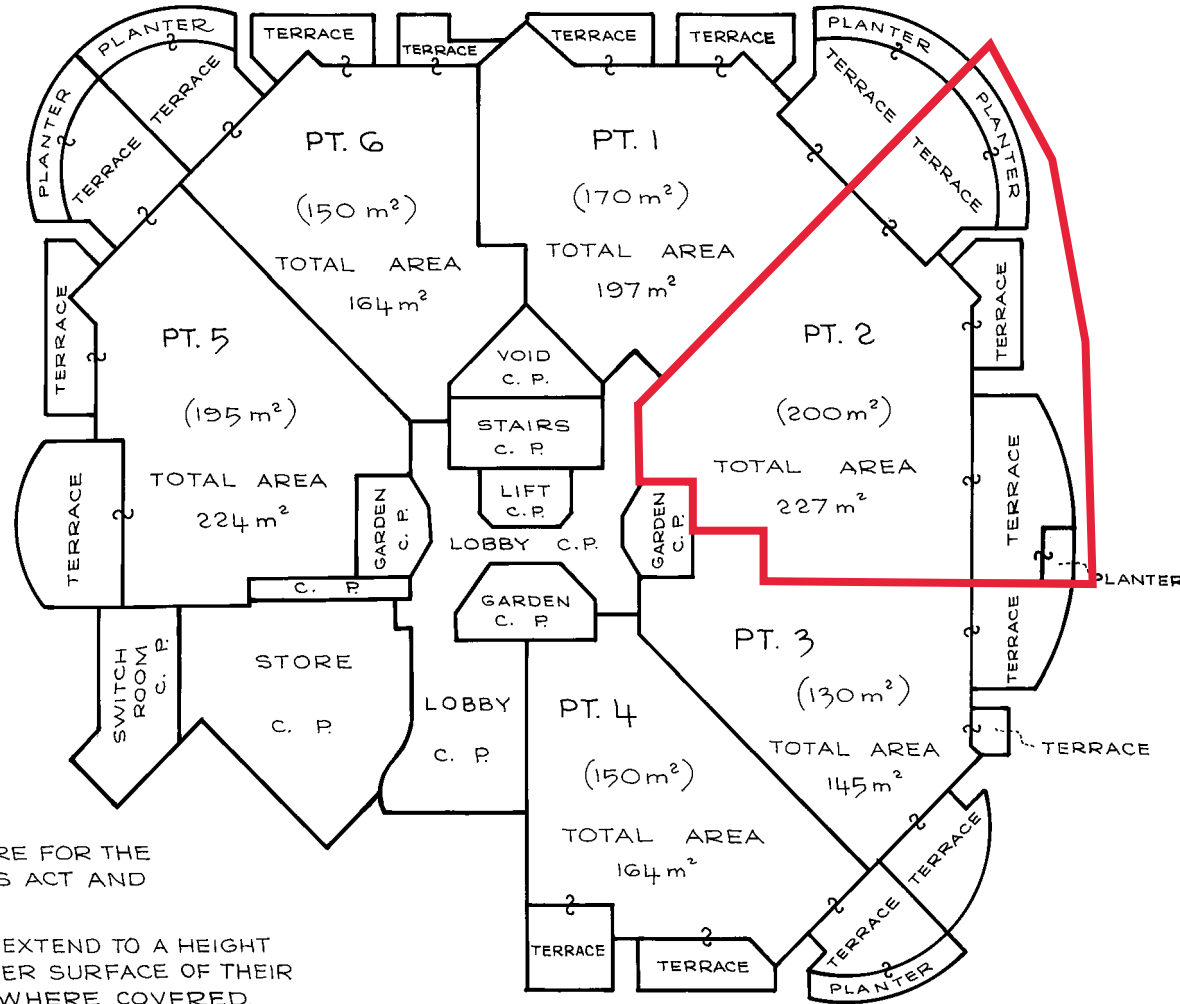
*Kevin F. Bevan*  
Registered Surveyor

Attachments Page 6 of 98  
Council Clerk

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\*OFFICE USE ONLY

GROUND FLOOR PLAN



NOTES :-

1. C.P - COMMON PROPERTY.
2. THE AREAS SHOWN HEREON ARE FOR THE PURPOSE OF THE STRATA TITLES ACT AND ARE APPROXIMATE ONLY.
3. THE TERRACES AND PLANTERS EXTEND TO A HEIGHT OF 2.5 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE FLOORS EXCEPT WHERE COVERED.

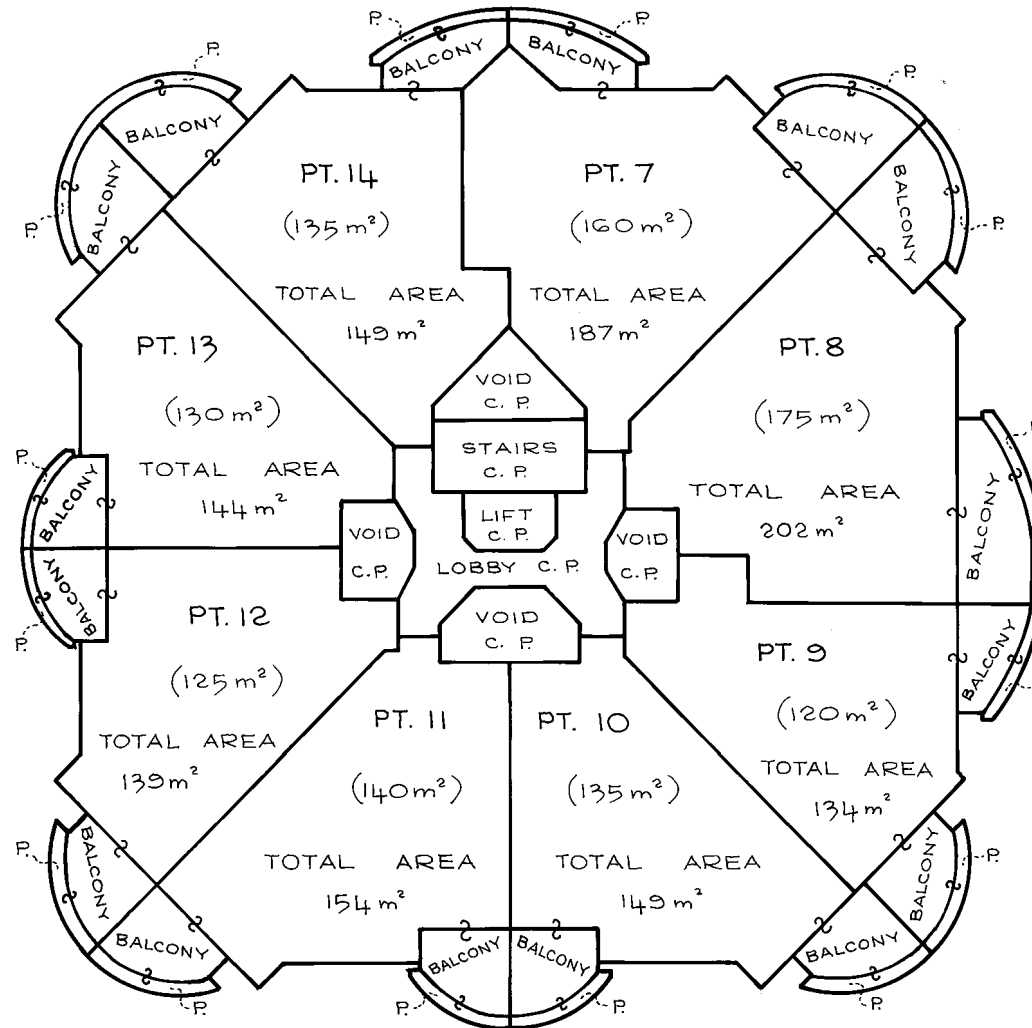
Reduction Ratio 1: 200

Lengths are in metres

*Kevin F Brown*  
Registered Surveyor

*Phillip*  
Council Clerk

FIRST FLOOR PLAN



NOTES :-

1. C.P. - COMMON PROPERTY.
2. THE AREAS SHOWN HEREON ARE FOR THE PURPOSE OF THE STRATA TITLES ACT AND ARE APPROXIMATE ONLY.
3. P - PLANTER BOX

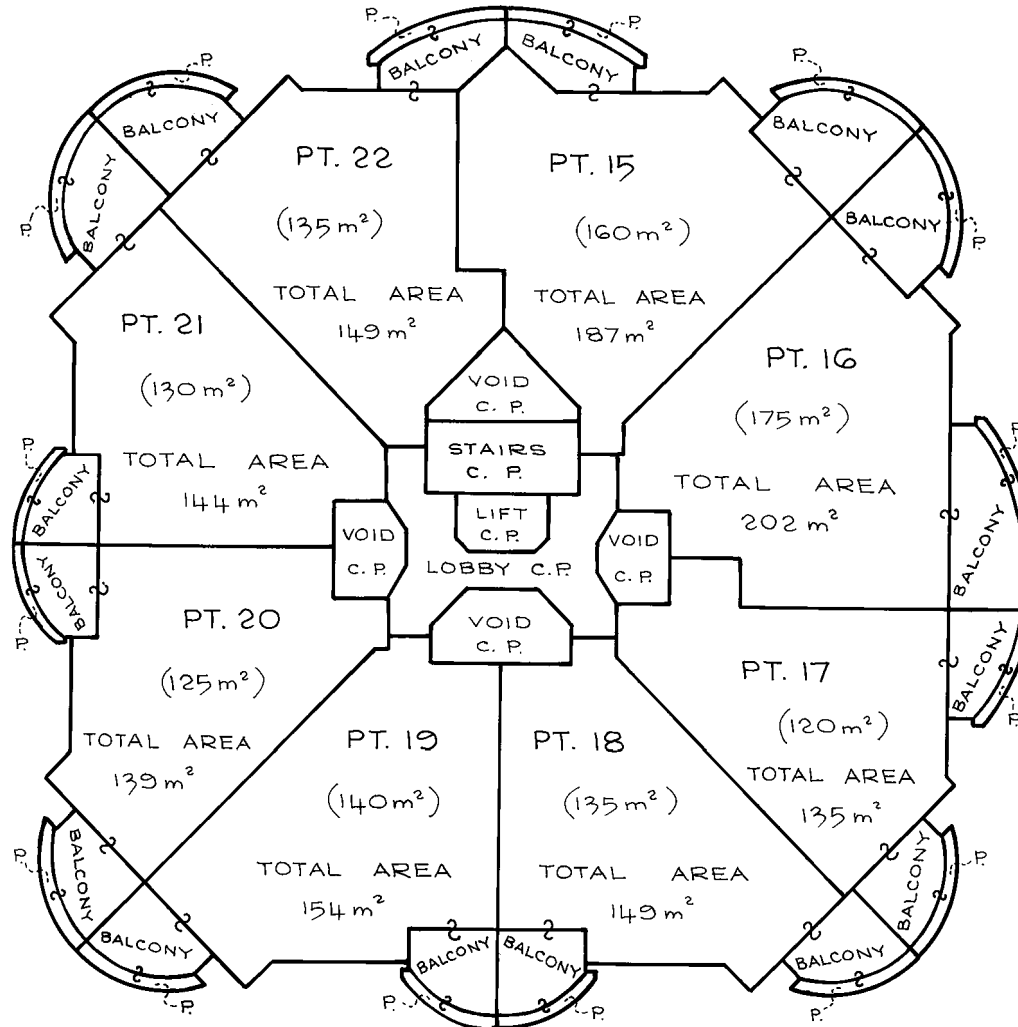
Reduction Ratio 1: 200

Lengths are in metres

*Kevin F. Brown*  
Registered Surveyor

Attachments Page 8 of 98  
Council Clerk

SECOND FLOOR PLAN



NOTES :-

1. C.P. - COMMON PROPERTY.
2. THE AREAS SHOWN HEREON ARE FOR THE PURPOSE OF THE STRATA TITLES ACT AND ARE APPROXIMATE ONLY.
3. P - PLANTER BOX.

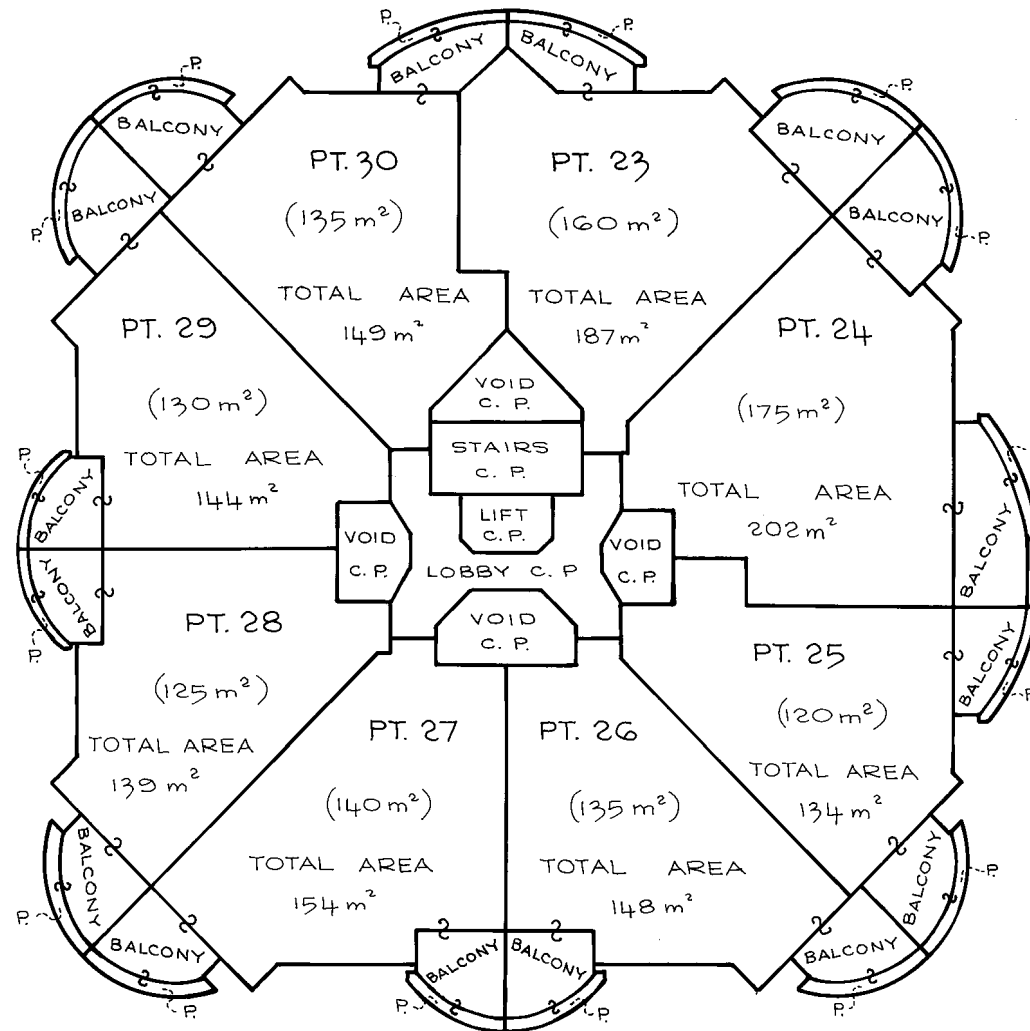
Reduction Ratio 1: 200

Lengths are in metres

*Stevie F. Brown*  
 Registered Surveyor

Attachments Page 9 of 98  
 Council Clerk

THIRD FLOOR PLAN



NOTES :-

1. C.P. - COMMON PROPERTY.
2. P. - PLANTER BOX.
3. THE AREAS SHOWN HEREON ARE FOR THE PURPOSE OF THE STRATA TITLES ACT AND ARE APPROXIMATE ONLY.
4. THE BALCONIES & PLANTER BOXES EXTEND TO A HEIGHT OF 2.5 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE FLOORS EXCEPT WHERE COVERED.

Reduction Ratio 1: 200

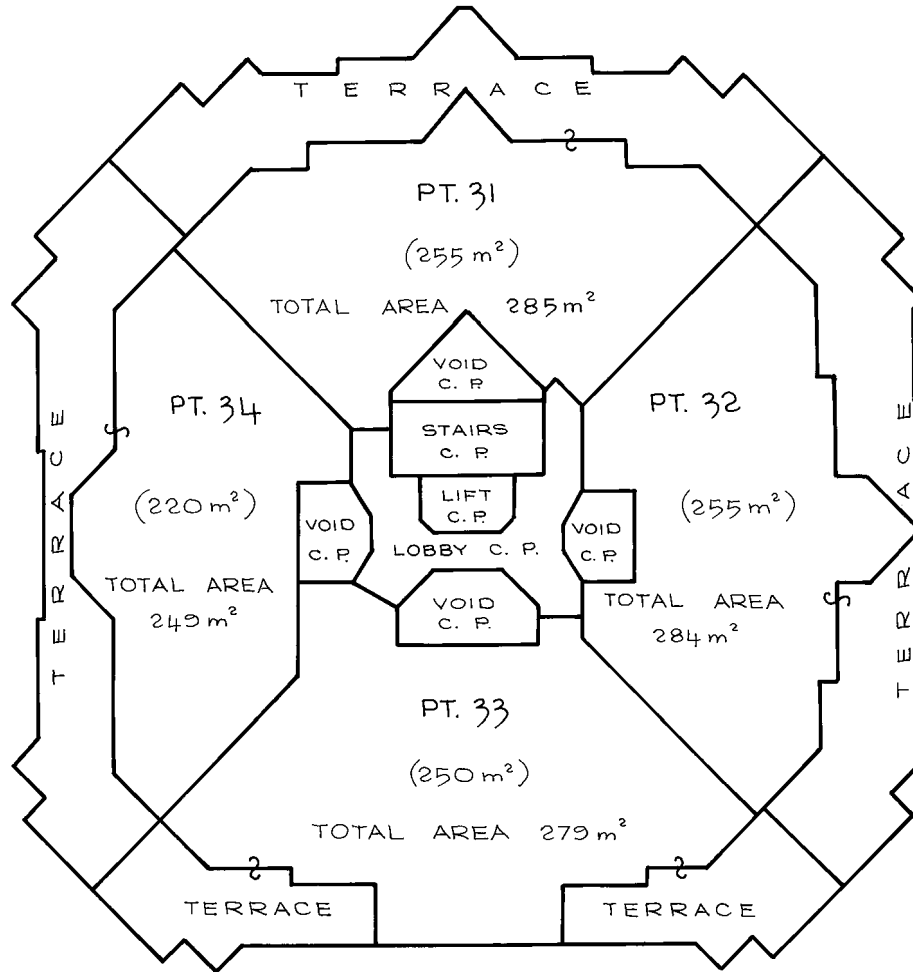
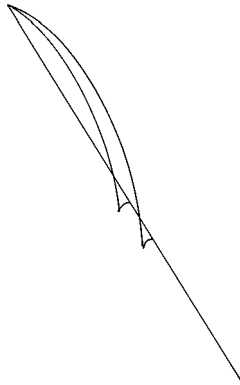
Lengths are in metres

*Kevin F Brown*  
Registered Surveyor

Attachments Page 10 of 38  
*[Signature]*  
Council Clerk

STRATA PLAN 43918

FOURTH FLOOR PLAN



NOTES :-

1. C.P. - COMMON PROPERTY.
2. THE AREAS SHOWN HEREON ARE FOR THE PURPOSE OF THE STRATA TITLES ACT AND ARE APPROXIMATE ONLY.
3. THE TERRACES EXTEND TO A HEIGHT OF 2.5 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE FLOORS EXCEPT WHERE COVERED.

Reduction Ratio 1: 200

Lengths are in metres

*Kevin F. Brown*  
Registered Surveyor

*Michelle*  
Attachments Page 11 of 98  
Council Clerk

---

**Case 357 - Inspection with Diagnostech**

25.08.2022 - Dennis from Diagnostech inspected the following areas of the building.

Level 4 Balconies - 31 & 32 for stage 1 works

Ground floor units from street view - units 1 - 6

Diagnostech will be in contact with Bm in 8 weeks to arrange inspections of ground floor units for water ingress

Status: On Hold until End of October

---

**Case 353 - Garage door not closing**

Doormatic to Service garage door and motor.

The garage door stayed in the open position as it may have been impacted when it was closing.

Invoices: 1. \$180.00 [View Attachment](#)

Status: Completed

Date Completed: 06/09/2022 21:03:11

---

**Case 352 - Common Property Lights**

Electrician to replace 7 lamps in exterior wall lights

Cleaning of wall light due to water ingress & lamp holder

Invoices: 1. \$374.00 [View Attachment](#)

Status: Completed

Date Completed: 06/09/2022 20:56:47

---

**Case 351 - Installation of Perspex**

Perspex is to be installed in Pine and Ceramic Lane to create a microclimate with the screening.

BM has purchased grey Perspex, however clear is the preferred option. BM has requested a quotation from MJ Solutions to install the Perspex,

Status: In Progress

---

**Case 345 - Fire Doors**

Fire door lock ground floor west was reported Feb to Complete Fire, these works were carried out however, the door is still faulty. The Key rollers need cleaning.

Fire door to Pacific Street: frame rusted, not closing without force.

Status: In Progress

---

**Case 344 - Unit 16 - Balcony Door Lock corroded**

The resident reported a corroded balcony door lock.

The mechanism is faulty and not latching.

Status: Work Order sent to tradesman



---

**Case 343 - Unit 28 Balcony Door lock faulty**

The agent reported balcony door was faulty and that the resident could not access the balcony.

Status: Waiting On Invoice

---

**Case 323 - Unit 20 bathroom Ventilation**

Unit 20 Bathroom ventilation not working

As confirmed by OC ventilation is the owner's responsibility.

Quotes: 1. \$1,953.60 [View Attachment](#)

Status: Completed

---

**Case 318 - Unit 6 - Bubbled Paint**

Update images of water damage to the planter box between the kitchen & bedroom. Damage is mostly on the kitchen side.

Status: Waiting for quotation from MJ Solutions (Mario)



---

**Case 317 - Unit 2 & 10**

Kitchen door lock not latching in unit 2

The sliding door not locking in unit 10 -

Invoices: 1. \$880.00 [View Attachment](#)

Status: Completed

Date Completed: 06/09/2022 20:27:57

---

**Case 314 - Unit 1 - Balcony Door**

Unit 1 reported balcony door seals are nonexistent and could be contributing to the water issue Invoice received.

Allumglass installed an overhead guard - see image 3. -

04.08.2022 - OC approved the installation of a retractable awning above the balcony kitchen door.

Invoices: 1. \$341.00 [View Attachment](#) 2. \$715.00 [View Attachment](#)

Status: Completed

Date Completed: 06/09/2022 21:44:36



**Case 313 - 26/07/2022 - Unit 1 - Water Leak**

Water entering in kitchen area.

All balcony flooring has been tiled & resealed with sika flex.

Water ingress was noticed since the outside common light was moved slightly.

BM arranged Sydney Water Proofing to inspect the water ingress in unit 1.

The inspection was carried on on 3.8.2022. Inspector reports water ingress is coming in from the French doors.

Status: Waiting on Invoice



---

**Case 311 - Garden timer**

Faulty timer on the NW side of the building

Status: Waiting on Brooks Irrigation to attend

---

**Case 307 - Green Bin Gate**

The bolt on the gate by the green bins has come off again. There have been numerous attempts to fix it with larger screws, but it needs long bolts drilled through the post to fix it properly.

Invoices: 1. \$155.00 [View Attachment](#)

Status: Completed

Date Completed: 06/09/2022 20:25:42

---

**Case 301 - 15/07/2022 - House LIGHTS**

14.7.22 - noticed lights were out - spoke and called pristine while onsite.

15.7.22 - k. BISHOP reported One of the new light fittings under the awning at the entrance to the building is leaking water and the globe appears to be broken. Also, there are only one of the four light fittings in the driveway working.

Invoices: 1. \$374.00 [View Attachment](#)

Status: Completed

Date Completed: 06/09/2022 21:35:04

---

**Case 294 - 30/05/2022 - Garden Broken Pipe**

During the jet blasting of stormwater pipe, 4 elements discovered a broken pipe in the ground on the east side of the building about halfway down the garden bed before the largest pit. This will need to be dug up and a section replaced between the pit and the broken section.

15.7.22 - Arrange for Luke to be onsite to discuss the broken pipe location.

26.7.22 - Received quotation

28.7.22 - Works to commence Tuesday/Wednesday 2nd & 3rd August

The additional charges of \$1350 +gst is for handling and tipping fees of asbestos found in the garden.

Quotes: 1. \$7,293.00 [View Attachment](#)  
Invoices: 1. \$8,778.00 [View Attachment](#)  
Status: Completed  
Date Completed: 06/09/2022 20:32:21



---

### Case 268 - Tap For Bore

Enviro to install an extra tap from the bore and connect the bore to the irrigation system.

Quotation received - please see attached.

Quotes: 1. \$4,495.39 [View Attachment](#)  
Documents: 1. [View Attachment](#)

Status: Requires Approval

---

### Case 156 - 08/09/2021 - Stink pole - General Building Painting

External painting has been delayed due to weather

Internal doors have been completed.

The stink pole requires a cherry picker - BM has applied to the council for a permit.

20.4.22 - Followed up permit - no confirmation

Quotes: 1. \$5,665.00 [View Attachment](#)

Status: Waiting On Approval



---

### Case 144 - Rust Balustrade Apt 31 & 32

SBM has inspected and quoted for works - waiting on the quotation

Dee Why Glass quotation \$55,310.75

Dee Why Glass Quotation does not include: -

- Patch/filling of core holes
- Render and paintwork
- No allowance has been made for the scaffolding

MJ Solutions - quotation to remove steel balustrades received \$6050.00

Quotes: 1. \$55,310.75 [View Attachment](#) 2. \$6,050.00 [View Attachment](#)

Documents: 1. [View Attachment](#)

Status: Future works



---

### Case 101 - Solar System On Hold until 2022/2023

Solar proposal increased from \$135,966 to 207,271.

Proposal to be approved on 30.09.2022

Documents: [1. View Attachment](#) [2. View Attachment](#) [3. View Attachment](#) [4. View Attachment](#)

Status: Future Works

---

### Case 48 - Unit 24 Balcony repair

03.09.2022 - Balcony works have commenced, and should be completed by next week weather permitting (16.9.2022)

Quotes: 1. \$9,400.00 [View Attachment](#)

Invoices: 1. \$2,200.00 [View Attachment](#)

Status: In Progress

---

## Gardening

### Case 358 - Pricing For New Plants

Email received for pricing of new plants:

- 1 x small Frangipani in a 200mm pot to replace the recently broken Franji in the large white pot. One bag of new potting mix will also be added to this planting. = \$95
- 1 x Gynea Lily 200mm pot to be planted outside Unit #1 to fill in the gaps. = \$35
- Lopping the Pine Lane corner Murraya hedges to just below the metal fence line. Complete removal of the several dead murrayas. Waste \$100
- The Pine lane gardens are to be mulched from the large electrical box up to the Viburnum hedge near the side access stairs into the garage. 5 metres cubed delivered = \$600
- The front gardens are also to be mulched out along Pacific Pde, either side of the main entrance walkway into the building. 5 metres cubed delivered = \$600
- All mulching work needs to be completed and spread via buckets to all gardens.
- Labour to complete the above work = \$4160

Total = \$5590 + GST

Status: In Progress

---

### Case 346 - Ceramic Lane - Road Re-surfacing

Residents received notice from the council advising of road resurfacing.

BM has emailed council to confirm and advise on the date to avoid any disruption to our bin collection

Documents: [1. View Attachment](#)

Status: Waiting for Council to Reply to Email

---

### Case 340 - SC Agenda

Motion for Strata Hub introduced by NSW Government.

Documents for the SC meeting:

- Revised Bylaw 14 - Animals
- Revised pet application form
- Recommendation for the solar panel project
- Gamcorp's solar assessment
- ARC Renewables proposal

Documents: [1. View Attachment](#) [2. View Attachment](#) [3. View Attachment](#) [4. View Attachment](#) [5. View Attachment](#) [6. View Attachment](#) [7. View Attachment](#)

Status: In Progress

---

### Case 341 - Move In/Outs

Unit 28 Moved out 6.9.2022

Unit 20 Moved in 02.09.22

Unit 07 moved out on 26.08.2022

Status: Completed

**Case 350 - Unit 2 - Water ingress in 2nd Bedroom**

BM Inspected water ingress in 2nd bedroom of unit 2. The carpet has water damage and mould.

Dennis from Diagnostech has been informed and will conduct an inspection of all ground floors unit in the next 8 weeks.

Status:

Future Works



**Current Owner Account**

DAVID DWYER &amp; SUELLEN DWYER

Lot 2 Unit 2

THE OWNERS - STRATA PLAN NO 43918

SHEARWATER, 6-12 PACIFIC STREET, MANLY NSW 2095

Purchased: 18/11/1998 UE / AE: 38.00 / 1,000.00

Date	Details	Administrative Fund due/paid	Capital Works Fund due/paid	Unallocated	Interest paid	Total	Balance (-)prepaid
	Balance brought forward	0.00	0.00	0.00		0.00	0.00
22/03/2022	Opening balance arrears	1,441.93	1,877.53	0.00	0.00	3,319.46	3,319.46
25/03/2022	Levy payment for 2/43918	-1,441.93	-1,877.53	0.00	0.00	-3,319.46	0.00
01/06/2022	Quarterly Admin/Capital Works Levy 01/06/22 - 31/08/22	1,441.95	1,877.55	0.00	0.00	3,319.50	3,319.50
07/06/2022	Levy payment for 2/43918	-1,441.95	-1,877.55	0.00	0.00	-3,319.50	0.00
01/09/2022	Quarterly Admin/Capital Works Levy 01/09/22 - 30/11/22	1,441.95	1,877.55	0.00	0.00	3,319.50	3,319.50
09/09/2022	Current balances excluding interest						
	Administrative Fund	1,441.95					
	Capital Works Fund	1,877.55					
	Unallocated Money Fund	0.00					
		<u>3,319.50</u>					
	Interest due as at 09/09/2022		0.00				
	Current balance including interest		<u>\$3,319.50</u>				

# ANNUAL FINANCIAL STATEMENTS

For the period 1 December 2021 to 30 November 2022

Prepared For

**SHEARWATER**

**Strata Plan 43918**

6 PACIFIC STREET  
MANLY  
NSW 2095

**Manager**

Angela Carruthers  
Robinson Strata Management

**Printed**

18 March 2022

## Balance Sheet

## Administrative & Capital Works Fund

Owners Corporation for Plan No. 43918

As at 30th November 2022

8 PACIFIC STREET MANLY NSW 2095

ABN/ACN 54892784476

<b>Assets</b>		<b>2022</b>
Cash		190,133.73
Accounts Receivable	Note 9	296.09
Levies in Arrears	Note 10	27,729.30
Security Deposit Account	Note 11	270.00
<b>Total Assets</b>		<b>\$ 218,429.12</b>
<hr/>		
<b>Liabilities</b>		
Holding Account	Note 12	534.10
Accounts Payable Liability	Note 13	626.21
GST Liability		6,154.31
<b>Total Liabilities</b>		<b>\$ 7,314.62</b>
<b>Net Assets</b>		<b>\$ 211,114.50</b>
<hr/>		
<b>Equity</b>		
Administrative Fund		51,711.01
Capital Works Fund		159,403.49
<b>Total Equity</b>		<b>\$ 211,114.50</b>

# Income and Expenditure Statement

Administrative Fund

Owners Corporation for Plan No. 43918  
8 PACIFIC STREET MANLY NSW 2095

1 December 2021 to 30 November 2022  
ABN/ACN 54892784476

Income	Actuals	Budget	Variance \$	Variance %
	01/12/21 30/11/22	01/12/21 30/11/22	01/12/21 30/11/22	01/12/21 30/11/22
Levy Fees - Debt recovery costs	216.30	0.00	216.30	100
Levy Fees - normal	68,991.94	129,649.09	(60,657.15)	(47)
Mutual Revenue - penalty interest	44.36	0.00	44.36	100
<b>Total Administrative Fund Income</b>	<b>69,252.60</b>	<b>129,649.09</b>	<b>(60,396.49)</b>	<b>(47)</b>
<b>Expenditure</b>				
Accountant - audit fees	550.00	525.00	(25.00)	(5)
Air Conditioning Maintenance	0.00	400.00	400.00	100
Building Management	2,116.36	27,100.00	24,983.64	92
Cleaning Service	2,141.00	14,300.00	12,159.00	85
Common Property - signage	406.26	0.00	(406.26)	(100)
Door & Window Maintenance	0.00	800.00	800.00	100
Electricity	2,443.81	5,900.00	3,456.19	59
Fire Protection Services	1,910.00	12,000.00	10,090.00	84
Fire Protection Services - fire door maintenance	836.37	0.00	(836.37)	(100)
Garage Door Maintenance	0.00	2,000.00	2,000.00	100
Garden/Lawn Maintenance	3,685.00	12,200.00	8,515.00	70
Holding Transactions - refund holding	500.00	0.00	(500.00)	(100)
Insurance Premiums	0.00	32,000.00	32,000.00	100
Irrigation & Drainage Systems	2,527.57	0.00	(2,527.57)	(100)
Legal Services	551.45	0.00	(551.45)	(100)
Lift Maintenance	0.00	8,300.00	8,300.00	100
Lock & Key Systems	0.00	500.00	500.00	100
Minor Building Maintenance	1,200.00	0.00	(1,200.00)	(100)
Owners Corporation Manager - accounting fees	0.00	1,350.00	1,350.00	100
Owners Corporation Manager - additional services	167.21	900.00	732.79	81
Owners Corporation Manager - certificate fees	109.00	0.00	(109.00)	(100)
Owners Corporation Manager - debt recovery	216.30	0.00	(216.30)	(100)
Owners Corporation Manager - disbursements	245.04	1,000.00	754.96	76
Owners Corporation Manager - disbursements	245.04	1,000.00	754.96	76
Owners Corporation Manager - management fees	1,429.11	6,011.00	4,581.89	76
Owners Corporation Manager - management fees	137.10	619.08	481.98	78
Owners Corporation Manager - schedule B fees	0.00	1,200.00	1,200.00	100
Pest Control Services	0.00	1,100.00	1,100.00	100
Plumbing	0.00	1,100.00	1,100.00	100
Plumbing & Drainage	350.00	0.00	(350.00)	(100)
Roof	0.00	700.00	700.00	100
Taxes, Fees & Charges - GST rounding	(0.48)	0.00	0.48	(100)
Telephone & Internet Services	2,116.36	920.00	(1,196.36)	(130)
Waste Management Services	150.00	400.00	250.00	63
Water	2,154.98	14,143.60	11,988.62	85
<b>Total Administrative Fund Expenditure</b>	<b>25,942.44</b>	<b>144,368.88</b>	<b>118,426.24</b>	<b>82</b>
<b>Surplus / Deficit for period</b>	<b>43,310.16</b>	<b>(14,719.59)</b>		

**Income and Expenditure Statement (continued)****Administrative Fund**Owners Corporation for Plan No. 43918  
6 PACIFIC STREET MANLY NSW 20951 December 2021 to 30 November 2022  
ABN/ACN 54892784476**Summary**

Opening Balance as at 1 December 2021	8,400.85
Total Revenue during period	69,252.60
Total Expenditure during period	(25,942.44)
<b>Administrative Fund balance as at 30 November 2022</b>	<b>\$ 51,711.01</b>

# Balance Sheet

Owners Corporation for Plan No. 43918  
6 PACIFIC STREET MANLY NSW 2095

## Administrative & Capital Works Fund

As at 17th March 2022  
ABN/ACN 54892784476

2022

<b>Assets</b>		
Cash	Note 9	190,133.73
Accounts Receivable	Note 10	296.09
Levies in Arrears	Note 11	66.89
Levies not Due	Note 12	27,662.61
Security Deposit Account		270.00
GST Asset		1,786.97
<b>Total Assets</b>		<b>\$ 220,216.09</b>
<hr/>		
<b>Liabilities</b>		
Holding Account	Note 13	534.10
Accounts Payable Liability	Note 14	626.21
GST balance to disburse		7,941.28
<b>Total Liabilities</b>		<b>\$ 9,101.59</b>
<b>Net Assets</b>		<b>\$ 211,114.50</b>
<hr/>		
<b>Equity</b>		
Administrative Fund		51,711.01
Capital Works Fund		159,403.49
<b>Total Equity</b>		<b>\$ 211,114.50</b>

## Notes To Financial Statements

Owners Corporation for Plan No. 43918  
6 PACIFIC STREET MANLY NSW 2095

ABN/ACN 54892784476

<b>Detail</b>	<b>Amount</b>
Lot: 27 Unit: 27	2271.21
Lot: 29 Unit: 29	2133.00
Lot: 32 Unit: 32	4310.54
Lot: 6 Unit: 6	2445.92
Lot: 9 Unit: 9	1921.79
	<b>\$ 27,729.30</b>

### Note 11 Security Deposit Account

<b>Detail</b>	<b>Amount</b>
PMS-Reference( GD.463045.Prior-[*Levy-A] ) CARYL CHRISTIAN contractor_id 612915	50.00
PMS-Reference( GD.476632.Prior-[*Levy-A] ) M STEVENS contractor_id 613024	220.00
	<b>\$ 270.00</b>

### Note 12 Holding Account

<b>Detail</b>	<b>Amount</b>
Sundry Creditors	34.10
Security Deposits	500.00
	<b>\$ 534.10</b>

### Note 13 Accounts Payable Liability

<b>Detail</b>	<b>Amount</b>
Powershop Australia Pty Ltd ACC 83070 5631 091221-100122	626.21
	<b>\$ 626.21</b>

<b>Shearwater Apartments - Strata Plan 43918</b>				Y1	Y2	Y3	Y4	Y5	Y6	Y7	Y8	Y9	Y10	
<b>Capital Funds - 10 year</b>	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031
<b>Opening</b>	<b>\$396,125</b>	<b>\$1,067,238</b>	<b>\$233,975</b>	<b>\$247,774</b>	<b>\$77,960</b>	<b>\$23,594</b>	<b>\$59,337</b>	<b>\$160,657</b>	<b>\$233,894</b>	<b>\$445,347</b>	<b>\$616,673</b>	<b>\$869,374</b>	<b>\$172,045</b>	<b>\$70,321</b>
Capital Work Levy (ex GST)	\$101,818	\$168,908	\$154,037	\$166,359	\$179,668	\$194,041	\$209,564	\$226,329	\$244,436	\$263,991	\$285,110	\$307,919	\$332,552	\$339,203
Special Levy	\$618,182		\$0											
Half Fence contribution (14 Pacific St)		\$9,270	\$0											
Fund to Fund Tfr	\$75,000	(\$75,000)	\$0											
Interest	\$21,379	\$7,116	\$778	\$426	\$117	\$35	\$89	\$241	\$351	\$668	\$925	\$1,304	\$258	\$105
Tax Refund		\$0	\$340											
U31 Reimbursement for AC				\$9,684										
Manly Windows Deposit return				\$2,082										
<b>Funds Available</b>	<b>\$1,212,504</b>	<b>\$1,177,532</b>	<b>\$389,130</b>	<b>\$426,325</b>	<b>\$257,744</b>	<b>\$217,670</b>	<b>\$268,990</b>	<b>\$387,227</b>	<b>\$478,681</b>	<b>\$710,006</b>	<b>\$902,708</b>	<b>\$1,178,597</b>	<b>\$504,855</b>	<b>\$409,630</b>
External Remedial & Painting	(\$117,751)	(\$661,675)	(\$18,060)											
Fencing		(\$55,896)												
Internal Refresh/Entry Garden	(\$9,380)	(\$149,239)	(\$25,000)											
Garage Door		(\$16,930)												
External Lights		\$0												
Garden Bore redrill/repair			(\$1,500)	\$ (6,061)										
Garden - Atriums		(\$31,291)	(\$11,044)											
New Intercom		(\$22,109)												
Entry area landscaping														
Basement Floor rubber matting			(\$2,680)											
Roof Membrane			(\$9,370)	\$ (297,280)	\$ (7,312)									
Internal Refresh - Door Re-painting			(\$991)	\$ (29,036)	\$ (695)									
Provision for repair of Unit 24 CP balcony			\$0		(\$15,000)									
Solar Panels (Future Proof)					(\$137,811)									
Lift Replacement												(\$200,000)		
External Remedial & Painting												(\$400,000)	(\$400,000)	
Internal Refresh												(\$234,794)		
Fence replacement												(\$69,018)		
Computer SW, Security and Intercom												(\$44,347)		
Replace Garage Door												(\$25,060)		
Balconies & railings - mtnce or upgrade					(\$30,000)	(\$75,000)	(\$75,000)	(\$120,000)						
Door and window replacement				(\$11,452)	(\$10,000)	(\$10,000)	(\$10,000)	(\$10,000)	(\$10,000)	(\$10,000)	(\$10,000)	(\$10,000)	(\$10,400)	(\$10,816)
Pumps/Fans					(\$10,000)					(\$10,000)				
Garden planter box refurbishment						(\$50,000)				(\$50,000)				
Garden refresh - South East & NE sides			(\$63,065)											
Compliance upgrades			(\$6,385)		(\$3,333)	(\$3,333)	(\$3,333)	(\$3,333)	(\$3,333)	(\$3,333)	(\$3,333)	(\$3,333)	(\$3,333)	(\$3,333)
Other Capital Expenditure/Contingency	(\$18,135)	(\$6,417)	(\$3,262)	(\$4,536)	(\$20,000)	(\$20,000)	(\$20,000)	(\$20,000)	(\$20,000)	(\$20,000)	(\$20,000)	(\$20,000)	(\$20,800)	(\$21,632)
<b>Expected Expenditure</b>	<b>(\$145,266)</b>	<b>(\$943,557)</b>	<b>(\$141,356)</b>	<b>(\$348,365)</b>	<b>(\$234,151)</b>	<b>(\$158,333)</b>	<b>(\$108,333)</b>	<b>(\$153,333)</b>	<b>(\$33,333)</b>	<b>(\$93,333)</b>	<b>(\$33,333)</b>	<b>(\$1,006,552)</b>	<b>(\$434,533)</b>	<b>(\$35,781)</b>
<b>Closing</b>	<b>\$1,067,238</b>	<b>\$233,975</b>	<b>\$247,774</b>	<b>\$77,960</b>	<b>\$23,594</b>	<b>\$59,337</b>	<b>\$160,657</b>	<b>\$233,894</b>	<b>\$445,347</b>	<b>\$616,673</b>	<b>\$869,374</b>	<b>\$172,045</b>	<b>\$70,321</b>	<b>\$373,849</b>

## Certificate of Currency Residential Strata Insurance Plan

<b>Policy No</b>	<b>HS0006042095</b>
<b>Policy Wording</b>	<b>FLEX INSURANCE RESIDENTIAL STRATA INSURANCE PLAN</b>
<b>Period of Insurance</b>	<b>31/03/2022 to 31/03/2023 at 4:00pm</b>
<b>The Insured</b>	<b>THE OWNERS - STRATA PLAN 43918</b>
<b>Situation</b>	<b>6-12 PACIFIC STREET MANLY NSW 2095</b>

<b>Cover Selected</b>		<b>Sum Insured</b>
Section 1	Insured Property	
	Building	\$36,046,500
	Common Area Contents	\$360,465
	Loss of Rent & Temporary Accommodation (total payable)	\$5,406,975
	Optional Benefit Lot/Unit Wall Coverings	Selected
Section 2	Liability to Others	\$30,000,000
Section 3	Voluntary Workers	
	Death	\$200,000
	Total Disablement	\$2,000 per week
Section 4	Workers Compensation	Not Available
Section 5	Fidelity Guarantee	\$100,000
Section 6	Office Bearers' Legal Liability	\$10,000,000
Section 7	Machinery Breakdown	\$100,000
Section 8	Catastrophe Insurance	
	Sum Insured	\$10,813,950
	Extended Cover - Loss of Rent & Temporary Accommodation	\$1,622,092
	Escalation in Cost of Temporary Accommodation	\$540,697
	Cost of Removal, Storage and Evacuation	\$540,697
Section 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
Section 10	Lot Owners' Fixtures and Improvements (per lot)	\$250,000

**Flood Cover is included.**

**The Table of Benefits Section 3 Voluntary Workers is replaced by**

insured event	Benefit
1 Death	\$200,000
2 Total and irrecoverable loss of all sight in both eyes	\$200,000
3 Total and permanent loss of the use of both hands or of use of both feet or the use of one hand and one foot	\$200,000
4 Total and permanent loss of the use of one hand or of the use of one foot	\$100,000
5 Total and irrecoverable loss of all sight in one eye	\$100,000
6 a Total Disablement from engaging in or attending to usual profession, business or occupation - in respect of each week of Total Disablement:	
i a weekly benefit of or if higher	\$1,000
ii the amount of Your average weekly wage, salary or other remuneration earned from Your personal exertion - up to a maximum per week of	\$2,000
b Partial Disablement from engaging in or attending to usual profession, business or occupation - in respect of each week of Partial Disablement:	
i a weekly benefit of or if higher	\$500
ii the amount by which Your average weekly wage, salary or other remuneration earned from Your personal exertion is reduced - up to a maximum per week of	\$1,000
7 The reasonable and necessary cost of hiring or employing domestic assistance following certification by a qualified medical practitioner that a Voluntary Worker is totally disabled from performing his/her usual profession, business, occupation or usual household activities - in respect of each week of disablement a weekly benefit not exceeding	\$500
8 The reasonable cost of travel expenses necessarily incurred at the time of, or subsequent to, the sustaining of bodily injury and not otherwise recoverable from any other source – a benefit not exceeding	\$2,000

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

**Flex+ Optional Benefits**

Increased exploratory costs, replacement of defective parts	Selected
Extended Temporary Accommodation and Loss of Rent	Selected
Fusion	Selected
Floating floors	Selected
Fallen Trees	Selected
Landscaping	Selected
Fire extinguishing	Selected
Personal Property of Others	Selected

Removal, storage costs	Selected
Temporary Accommodation/Rent/contributions/storage	Selected
Emergency accommodation	Selected
Arson reward	Selected
Electricity, gas, water and similar charges - excess costs	Selected
Keys, lock replacement	Selected
Car park liability	Selected
Hiring out of sporting and recreational facilities	Selected
Wheelchairs, garden equipment, other vehicles	Selected
Court appearance	Selected

Date Printed 05/04/2022

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.

## END TO BLANKET BANS ON PETS IN STRATA

**25th August 2021**

New NSW laws were introduced in August 2021 to put an end to blanket bans on animals in strata.

The laws recognised the changing nature of strata living and the increasing shift towards pet ownership. These changes will make it easier and fairer for people to responsibly keep pets while living in strata.

### **Under the new laws an owners corporation:**

- can only refuse to allow an animal into the scheme if that animal **unreasonably interferes** with another resident's use and enjoyment of their lot or the common property.
- may still require residents to apply for approval to keep an animal on their lot.
- may still set reasonable conditions in their by-laws to manage the keeping of animals in the scheme. By-laws that set a blanket ban on the keeping of any animals within a scheme are **not valid**.

The laws also include a list of circumstances where an animal causes an unreasonable interference to residents in a scheme. The owners corporation can take steps to prohibit an animal that is being kept in the scheme if the animal causes a nuisance, hazard or unreasonable interference.

### **What is unreasonable interference?**

The Strata Schemes Management Regulation 2016 prescribes that an animal causes an unreasonable interference if:

- it makes a noise that persistently occurs to the degree that the noise unreasonably interferes with the peace, comfort or convenience of another resident.
- it repeatedly runs at or chases another resident or animal.
- it attacks or menaces another resident or animal.
- it repeatedly causes damage to the common property or another lot.
- it endangers the health of another resident through infection or infestation.
- it causes a persistent offensive odour that penetrates another lot or the common property.
- for a cat – the owner of the cat fails to comply with a nuisance order issued under the Companion Animals Act 1998, section 31.
- for a dog:
  - the owner of the dog fails to comply with a nuisance order issued under the Companion Animals Act 1998, section 32A, or
  - the dog is a restricted dog under the Companion Animals Act 1998, section 55(1), or
  - the dog is declared to be dangerous or menacing under the Companion Animals Act 1998, section 34.

### **What if the current by-law in my strata scheme states no pets?**

Owners corporations will need to review existing by-laws and make sure they comply with the new laws. Residents of a strata scheme that currently has a 'no animals' by-law should contact the owners corporation to update the by-law.

### **REFERENCES**

- *NSW Government Media Release* - [nsw.gov.au/media-releases/end-to-blanket-bans-on-pets-strata](https://nsw.gov.au/media-releases/end-to-blanket-bans-on-pets-strata)
- *Fair Trading* - <https://www.fairtrading.nsw.gov.au/housing-and-property/strata-and-community-living/strata-schemes/by-laws-in-your-strata-scheme#interference>

**Lodger Details**

Lodger Code 503696B  
Name KEMPS PETERSONS LEGAL PTY LTD  
Address PO BOX K372  
HAYMARKET 1240  
Lodger Box 1W  
Email KAVITA.PRASAD@KPLG.COM.AU  
Reference 195944 - ROB -

Land Registry Document Identification

AR641462

STAMP DUTY:

**Consolidation/Change of By-laws**

**Jurisdiction** NEW SOUTH WALES

**Privacy Collection Statement**

The information in this form is collected under statutory authority and used for the purpose of maintaining publicly searchable registers and indexes.

Land Title Reference	Part Land Affected?	Land Description
CP/SP43918	N	

**Owners Corporation**

THE OWNERS - STRATA PLAN NO. SP43918  
Other legal entity

**Meeting Date**

20/08/2021

**Amended by-law No.**

**Details** BY-LAW 9 & SPECIAL BY-LAW 5

**Added by-law No.**

**Details** NOT APPLICABLE

**Repealed by-law No.**

**Details** NOT APPLICABLE

The subscriber requests the Registrar-General to make any necessary recording in the Register to give effect to this instrument, in respect of the land or interest described above.

**Attachment**

**See attached** Conditions and Provisions

**See attached** Approved forms

**Execution**

The Certifier has taken reasonable steps to verify the identity of the applicant or his, her or its administrator or attorney.

The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.

The Certifier has retained the evidence supporting this Registry Instrument or Document.

The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.

**Executed on behalf of** THE OWNERS - STRATA PLAN NO. SP43918

**Signer Name** MICHELLE MONICA KUMAR

**Signer Organisation** KEMPS PETERSONS LEGAL PTY LTD

**Signer Role** PRACTITIONER CERTIFIER

**Execution Date** 22/11/2021

Form: 15CH  
Release: 2.1

### CONSOLIDATION/ CHANGE OF BY-LAWS

Leave this space clear. Affix additional pages to the top left-hand corner.

New South Wales  
Strata Schemes Management Act 2015  
Real Property Act 1900

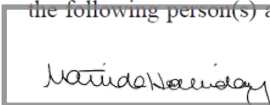
**PRIVACY NOTE: Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar General to collect the information required by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.**

(A) TORRENS TITLE	For the common property		
	LLPN: 136319	KEMPS PETERSON LEGAL PTY LTD	
(B) LODGED BY	Document 65080 Box	Name, Address or DX, Telephone, and Customer Account Number if any DX: 11553 SYDNEY DOWNTOWN (02) 8216 0443 registrations@kplg.com.au	CODE  <b>CH</b>
	Reference:		

- (C) The Owners-Strata Plan No. \_\_\_\_\_ certify that a special resolution was passed on \_\_\_\_\_
- (D) pursuant to the requirements of section 141 of the Strata Schemes Management Act 2015, by which the by-laws were changed as follows—
- (E) Repealed by-law No. \_\_\_\_\_  
 Added by-law No. \_\_\_\_\_  
 Amended by-law No. \_\_\_\_\_

as fully set out below:

- (F) A consolidated list of by-laws affecting the above mentioned strata scheme and incorporating the change referred to at Note (E) is annexed hereto and marked as Annexure A \_\_\_\_\_.
- (G) The seal of The Owners-Strata Plan No. \_\_\_\_\_ was affixed on \_\_\_\_\_ in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal:



Electronic signature of me, Matilda Halliday affixed by me on  
Licenced Strata Managing Agent, Robinson Strata Management Pty Ltd [Licence No. 20159764]

in the presence of an authorised witness, who states:

I, Michelle Monica Kumar, as a witness, certify the following matters:

1. This document was signed in counterpart and witnessed over audio visual link in accordance with section 14G of the Electronic Transactions Act 2000 (NSW).
2. I have confirmed the persons identity using an identification document and the document I relied on was a Passport.



Electronic signature of me, Michelle Monica Kumar affixed by me on  
Solicitor, Kemps Petersons Legal Pty Ltd

## Approved Form 23

### Attestation

The common seal of the Owners – Strata Plan No 43918 was affixed on 16 November 2021 in the presence of the following person(s) authorised by section 273 *Strata Schemes Management Act 2015* to attest the affixing of the seal.

Signature: 

Electronic signature of me, Matilda Halliday affixed by me on 16 November 2021  
Strata Managing Agent, Robinson Strata Management Pty Ltd [Licence No. 20159764]

in the presence of an authorised witness, who states:

I, Michelle Monica Kumar, as a witness, certify the following matters:

- 1 This document was signed in counterpart and witnessed over audio visual link in accordance with section 14G of the *Electronic Transactions Act 2000* (NSW).
- 2 I have confirmed the person's identity using an identification document and the document I relied on was a Passport.

Signature: 

Electronic signature of me, Michelle Monica Kumar affixed by me on 16 November 2021  
Solicitor, Kemps Petersons Legal Pty Ltd

## **ANNEXURE A**

### **STRATA PLAN 43918**

#### **BY-LAWS**

#### **SHEARWATER**

**6 PACIFIC STREET  
MANLY NSW 2095**

Signature: 

Electronic signature of me, Matilda Halliday affixed by me on 16 November 2021  
Strata Managing Agent, Robinson Strata Management Pty Ltd [Licence No. 20159764]

in the presence of an authorised witness, who states:

I, Michelle Monica Kumar, as a witness, certify the following matters:

- 1 This document was signed in counterpart and witnessed over audio visual link in accordance with section 14G of the *Electronic Transactions Act 2000* (NSW).
- 2 I have confirmed the person's identity using an identification document and the document I relied on was a Passport.

Signature: 

Electronic signature of me, Michelle Monica Kumar affixed by me on 16 November 2021  
Solicitor, Kemps Petersons Legal Pty Ltd

## **STRATA PLAN 43918**

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## **A. Defined terms used in the by-laws**

### **By-law 1 – By-law applicability and defined terms**

(a) All Owners and Occupiers of Strata Plan No. 43918 must comply with these By-Laws.

(b) An owner ("**Owner**") and a lot ("**Lot**") are as defined in section 4 of the *Strata Schemes Management Act 2015* (NSW) ("**Act**");

(c) A person is or persons are an occupier when they are ("**Occupier**"):

I. An Owner occupying a Lot as the Owner's place of residence, whether permanently or intermittently; or

II. A tenant of an Owner, being a person entitled to the exclusive use of a Lot under a Residential Tenancy Agreement or other such lease or a licensee who resides in the Lot ("**Tenant**"); or

III. A person or persons visiting the Lot of a Tenant or Owner ("**Visitor**") when the Visitor resides for more than two nights in a Lot in any 7-day period; or

IV. Any other person who lawfully resides in a Lot.

(d) Further defined terms used are as defined in section 4 of the Act:

I. "**Common Property**";

II. "**Strata Committee**";

III. "**Special Resolution**";

IV. "**Owners Corporation**";

(e) The defined terms in this By-Law apply to all other By-Laws for this Strata Plan No. 43918 unless otherwise indicated in a particular By-Law.

## **B. By-laws concerning use of common property**

### **By-law 2 – Vehicle parking on common property**

#### (a) Owner or Occupier:

An Owner or Occupier must:

- I. Only park or stand any motor vehicle, motor cycle, or bicycle ("**Vehicle**") in the garage, or storeroom if applicable, attached to the Owner's or Occupier's Lot;
- II. Not park or stand any Vehicle on any Common Property or Visitor Parking, except with the prior written approval of the Strata Committee;
- III. Not wash a Vehicle on Common Property;
- IV. Not take a Vehicle through the Common Property ground floor foyer or into the Common Property lift;
- V. Advise [secretary@shearwatermanly.com.au](mailto:secretary@shearwatermanly.com.au) for each Vehicle of that Lot with access to the Common Property garage of the Lot, Owner or Occupier name, and registration number of the Vehicle, other than a bicycle.

#### (b) Visitor Parking:

- I. Designated Visitor Vehicle parking spaces in the basement garage ("**Visitor Parking**") are for the exclusive use of Vehicles, other than bicycles, of invitees and Visitors who are not Occupiers, tradespersons and other suppliers of services to a Lot or the Owners Corporation ("**Authorised Person**");
- II. An Authorised Person may park a Vehicle within Visitor Parking for a period of less than 48 hours within a 7-day period;
- III. An Owner or Occupier, wishing to park a Vehicle of an Authorised Person in Visitor Parking for a period of time that exceeds that of the above clause (b)(II), may request approval from the Owners Corporation at [secretary@shearwatermanly.com.au](mailto:secretary@shearwatermanly.com.au) to use Visitor Parking and, when approved, must fix a notice on the Vehicle stating "Owners Corporation approval to park". The Owners Corporation will not unreasonably withhold such an approval;
- IV. A Visitor or invitee who stays in a Lot for more than 2 nights in any 7 day period without extended visitor use approval as provided in clause (b)(III), is deemed to be an Occupier, and is not permitted to park a Vehicle in Visitor Parking;
- V. For the security of the building and the amenity of all Occupiers, an Owner or Occupier must not facilitate the use of Visitor Parking by a person:
  - i. Who is not an Authorised Person, or
  - ii. Who may use Visitor Parking for purposes other than as a genuine visitor to the scheme such as for beach access parking;
- VI. An Owner or Occupier must not deposit, or permit any invitee or Visitor to deposit any rubbish, including any oil, mud or other debris in Visitor Parking, and the Owner or Occupier is responsible for the cost of removal of such rubbish by the Owners Corporation.

#### (c) Mobility devices

A motorised or self-propelled mobility device required by an Occupier or Visitor with mobility impairment is, for the purposes of this By-Law 2:

- I. Not a Vehicle: and

II. May access the Common Property lift from any entrance to the building; and

III. Must not be parked on any Common Property.

### **By-law 3 – Damage to common property**

(a) An Owner or Occupier of a Lot must not damage any part of the Common Property including any structures, fittings, walls, ceilings, floors, lift, lawns, or plants;

(b) An Owner or Occupier must not drill holes, attach any object to, or paint any external Common Property of a Lot, without consent under these By-Laws;

(c) An Owner is responsible for the cost of any repair required due to damage to Common Property caused by an Owner, Occupier or contractor of an Owner or Occupier;

(d) An Owner or Occupier of a Lot must not use any portion of the Common Property for the Owner's or Occupier's own purposes as a garden if their Lot has not been granted the exclusive use of that area.

### **By-law 4 – Obstruction of common property**

An Owner or Occupier of a Lot must not obstruct the lawful use of Common Property by any person.

### **By-law 5 – Wet and sandy entry to common property**

For the amenity of all Occupiers:

(a) Occupiers entering the building when wet and/or sandy must dry themselves and remove any sand before entering the ground floor lobby and/or the tiled Common Property lift from the ground floor lobby or the garage and must ensure any invitees or Visitors do the same; and

(b) Occupiers must not, or permit any invitee or Visitor to, carry surfboards, wet suits or the like through the ground floor lobby to the lift. All such equipment must be carried through the garage entry to the building.

### **By-law 6 – Children playing on common property**

An Owner or Occupier of a Lot must not permit any child for whom an Owner or Occupier is responsible, to be or remain on any Common Property that is an area of possible danger or hazard to children, including elevator, stairwell, the garage and garage access area, unless the child is accompanied by an adult exercising effective control.

### **By-law 7 – Moving furniture on or through common property**

(a) An Owner or Occupier intending to move furniture or any large items through Common Property must:

I. Notify the Owners Corporation at [secretary@shearwatermanly.com.au](mailto:secretary@shearwatermanly.com.au) at least 5 days prior to book use of the lift and access through the front door with confirmation of any such booking subject to other prior bookings; and

II. Ensure that the lift protection curtains, provided by the Owners Corporation, are fitted to the inside of the lift car, and on completion of the move, ensure the lift curtains are removed and folded and left on 'the ground floor.

(b) An Owner or Occupier who moves furniture or large items through Common Property agrees and acknowledges their responsibility to the Owners Corporation for the cost of repair for any damage to Common Property arising from the activity of the Owner or the Occupier, or a contractor for the Owner or Occupier.

### **By-law 8 – Security of common property**

(a) Common Property areas of the building have video camera surveillance. Owners and Occupiers acknowledge that video surveillance is provided to NSW Police upon their request;

(b) Owners or Occupiers must not provide access to the building by a person/s unless the Owner or Occupier is expecting the person/s or otherwise knows the person/s;

(c) Owners and Occupiers are responsible for the proper management and security of keys to the front door of their Lot.

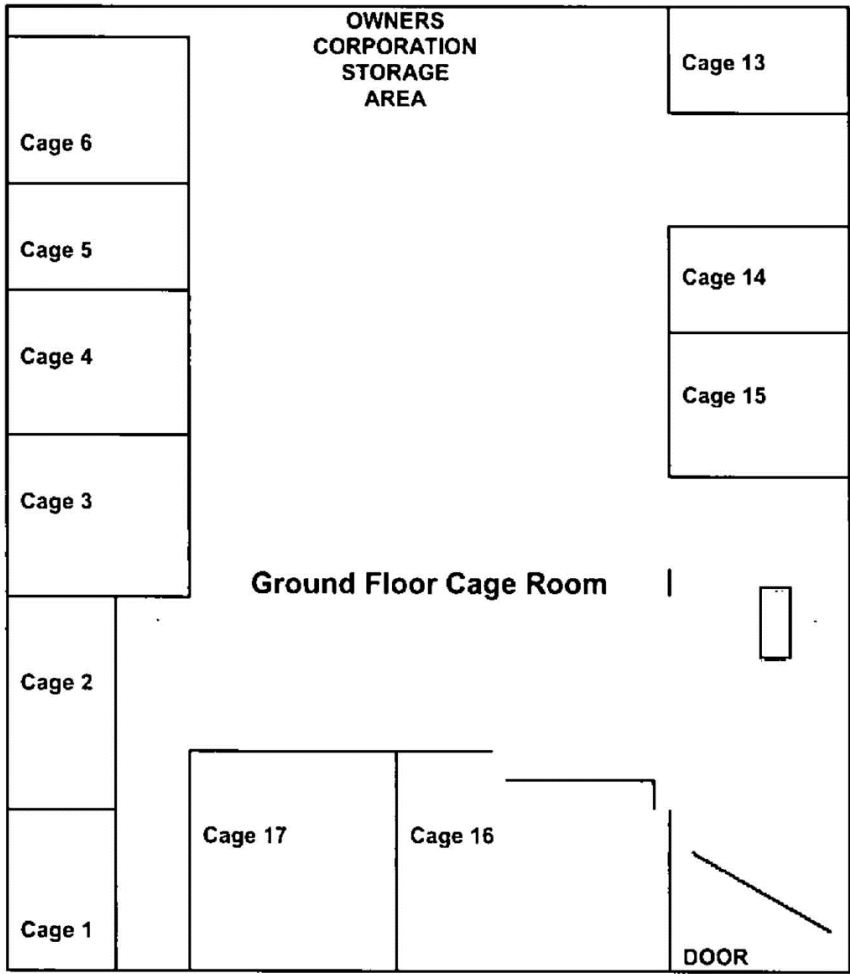
### **By-law 9 – Common property storage cages**

Owners or Occupiers of the Lots in the second column of schedule 1 to this By-Law are respectively entitled to the exclusive use, access and enjoyment of those Common Property storage cage listed against that lot in the first column of the schedule. The approximate location of each storage cages is per the drawing located at schedule 2 of this By-Law. All such Owners or Occupiers are responsible for the maintenance and keeping in a state of good and serviceable repair of their respective Common Property storage cage.

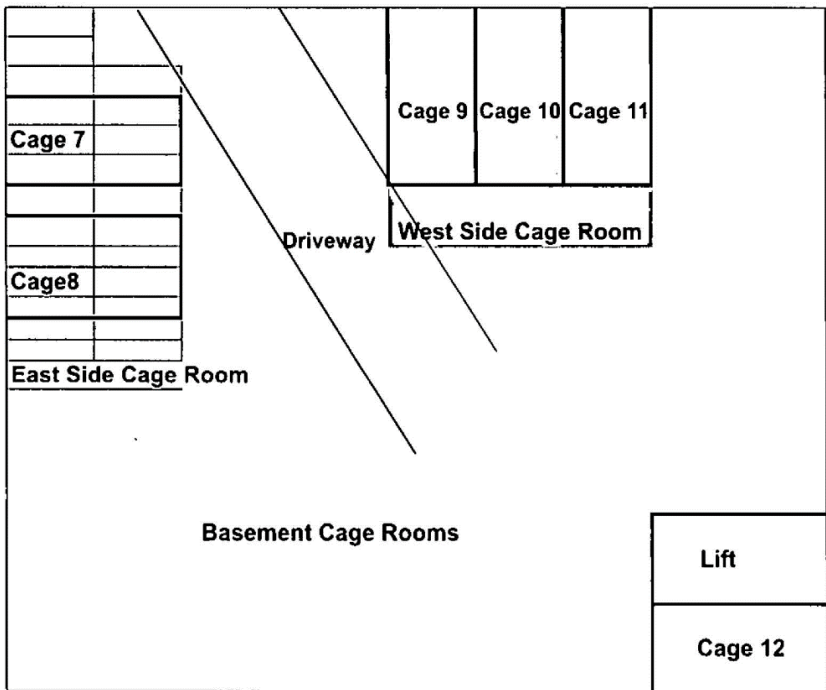
#### **Schedule 1 to By-Law 9 – Cage Allocation**

<b>Storage Cages on Common Property</b>	<b>Lot No.</b>
Store Cage No. 1 situated on the ground floor	Lot 33
Store Cage No. 2 situated on the ground floor	Lot 7
Store Cage No. 3 situated on the ground floor	Lot 8
Store Cage No. 4 situated on the ground floor	Lot 25
Store Cage No. 5 situated on the ground floor	Lot 15
Store Cage No. 6 situated on the ground floor	Lot 26
Store Cage No. 7 in the basement on the eastern side of the driveway	Lot 24
Store Cage No. 8 in the basement on the eastern side of the driveway	Lot 23
Store Cage No. 9 in the basement on the western side of the driveway	Lot 31
Store Cage No. 10 in the basement on the western side of the driveway	Lot 13
Store Cage No. 11 in the basement on the western side of the driveway	Lot 32
Store Cage No. 12 next to the basement lift	Lot 1
Store Cage No. 13 situated on the ground floor	Lot 27
Store Cage No. 14 situated on the ground floor	Lot 1
Store Cage No. 15 situated on the ground floor	Lot 16
Store Cage No. 16 situated on the ground floor	Lot 12
Store Cage No. 17 situated on the ground floor	Lot 19

**Schedule 2 to By-Law 9 – Cage location**



**Schedule 2 to By-Law 9 – Cage location**



### **By-law 10 – Common property balcony planter boxes**

(a) Each Owner or Occupier is responsible for the maintenance of planter boxes on Common Property within their Lot, including the removal of weeds, untidy or dead plants and the replacement of plants.

(b) An Owner or Occupier must plant only the following recommended species:

- Miniature shrubs provided they are kept pruned to a height that does not exceed the height of the balcony handrail;
- Japanese Box (*buxus micrphylla* var *japonica*);
- Swan River Daisy (*drachycome multifidi*);
- Gazaria hybrids;
- Pelarganium spp;
- Hebe spp: and
- Agapanthus

(c) An Owner or Occupier may not plant any of the following prohibited species:

- Bamboo of any description;
- Deciduous Plants;
- Creepers of any description; or
- Plants that seed;
- Plants that grow to a height exceeding the height of the balcony handrail; and
- Plants that are likely to have a deep and strong root system.

(d) An Owner or Occupier must ensure that any plants are:

- kept within the confines of the planter box;
- not grown around columns or along railings;
- not grown over walls dividing balconies; or
- not grown such as they hang over balcony walls.

(e) In respect of the watering of planter boxes:

- An Owner or Occupier must ensure water does not spray onto the balcony below, and must not carry on excessive watering likely to cause structural damage; and
- An Owner or Occupier must not install any form of watering systems on Common Property e.g. balconies or terraces.

## **C. By-laws concerning use of a lot by owners and occupiers**

### **By-law 11 – New occupiers**

(a) The Owner of a Lot must give an Occupier a copy of these By-Laws when they commence occupancy of a Lot.

(b) The Owner, or their agent, must give notice to [secretary@shearwatermanly.com.au](mailto:secretary@shearwatermanly.com.au) of:

I. Any change of Occupier or use of a Lot in writing at least 14 days before a change of use occurs and before a Residential Tenancy Agreement or other such lease or license commences;

II. The current name(s), email address(es), vehicle registration numbers, and telephone numbers of any Owners and Occupiers for security, emergency, and notice purposes; and

III. Any movement of furniture into and out of the building.

### **By-law 12 – Appearance of a lot**

An Owner or Occupier must:

(a) Not keep anything within a Lot that is not in keeping with the appearance with the rest of the building;

(b) Maintain their balcony planter box in a tidy condition at all times;

(c) Not store furniture or other large personal items that are visible from outside the building or another Lot, on their balcony;

(d) Not fix garden ornaments or flares in their planter box or any other place that is visible from outside of the building;

(e) Not replace door furniture that is Common Property;

(f) Keep the Lot's garage and storage cage clean and free from oil and other spills or rubbish and garbage that may attract vermin;

(g) Not affix or erect directly, or through an agency, real estate or other, any signs, advertising, notice or poster on the Common Property or outside the building;

(h) Not place any door mat on Common Property at the front door of a Lot;

(i) Not leave shoes, umbrellas or any personal possessions or equipment on Common Property;

(j) Clean all interior and exterior surfaces of glass in windows and doors on the boundary of the Lot, including so much as is Common Property, and is reasonably accessible;

(k) Take all reasonable steps to ensure that water used for cleaning windows, and doors, or watering plants does not fall on another Lot or Common Property, and give prior notice to the Owner or Occupier of the Lot that would be affected if this is likely to occur;

(l) Not hang washing over the balcony railings or in any position that washing can be viewed from outside the building.

### **By-law 13 - Noise**

(a) An Owner or Occupier must not, and ensure their invitee or Visitor does not, create any noise in a Lot or on 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.

(b) Common noise sources that may be a breach of this or other By-Laws and which may be the subject of action by the Owners Corporation include:

- I. the use of washing machines or dryers after 10pm or before 7am on weekdays or after 10pm or before 8am on weekends;
- II. noise from the keeping of animals in a Lot as permitted with By-Law 14;
- III. noise emanating from tap washers, other plumbing or machine devices, air conditioning units, and extraction fans;
- IV. excessive footfall and furniture movement noise generated from hard floor finishes from a Lot directly above another Lot; or
- V. domestic noise sources including power and other building tools, and the installation of fittings or fixtures involved with Works under the By-Laws 27 to 30, inclusive which are being used outside of the following permitted hours:
  1. between the hours of 8.00am and 4.00pm on weekdays;
  2. between the hours of 8.00am and 12 noon on Saturday; and
  3. not at all on Sundays or Public Holidays.

(c) When the Owners Corporation approves Works in a Lot under By-Laws 27 to 30 inclusive the Owners Corporation may determine the permitted hours of work as reasonably required which may differ from the permitted hours described at clause (b)V above.

#### **By-law 14 – Keeping of animals**

(a) An Owner or Occupier may not keep an animal in a Lot unless the animal is an assistance animal.

(b) If an Owner or Occupier wishes to keep an assistance animal within the Lot, the Owner or Occupier must:

- I. Advise the Owners Corporation at [secretary@shearwatermanly.com.au](mailto:secretary@shearwatermanly.com.au);
- II. Keep the animal within the Lot;
- III. Supervise the animal when it is on the Common Property, including the balcony of the Lot;
- IV. Take any action that is necessary to clean all areas of the Lot or the Common Property that are soiled by the animal;
- V. If required to do so by the Owners Corporation, provide evidence demonstrating that the animal is an assistance animal as referred to in section 9 of the *Disability Discrimination Act 1992* of the Commonwealth.

#### **By-law 15 – Behaviour of owners, occupiers & visitors**

(a) An Owner or Occupier, when on Common Property, must not use language or behave in a manner likely to cause offence or embarrassment to, or harass, bully or intimidate, an Owner or Occupier or any person lawfully using Common Property, including any member of the Strata Committee.

(b) Each Owner or Occupier must take all reasonable steps to ensure that each invitee or Visitor does not behave in a manner likely to interfere with the peaceful enjoyment of the Occupier of another Lot or any person lawfully using Common Property or harass, bully or intimidate, an Owner or Occupier or any person lawfully using Common Property, including any member of the Strata Committee.

### **By-law 16 – Smoke penetration**

An Owner or Occupier must;

(a) Not, or permit any invitee or Visitor of an Owner or Occupier to, smoke tobacco or any other substance on Common Property, other than on a Common Property balcony for the exclusive use of a Lot; and

(b) Ensure that smoke caused by the smoking of tobacco or any other substance, or the operation of a barbecue, in the Lot does not penetrate to Common Property or any other Lot.

### **By-law 17 – Preservation of fire equipment & smoke detection devices**

(a) An Owner must install, maintain and have a fully functional smoke detection device in the Lot at all times in the interest of all Owners and Occupiers;

(b) An Owner or Occupier must not do anything, or permit any invitee or Visitor of an Owner or Occupier to do anything, on the Lot or Common Property that is likely to affect the operation of fire safety devices in the Lot or to reduce the level of fire safety in the Lot or Common Property;

(c) An Owner or Occupier, must not use, or permit any invitee or Visitor of an Owner or Occupier to use any fire safety equipment other than for the purpose of fighting fire.

### **By-law 18 – Storage of inflammable liquids & other substances & materials**

An Owner or Occupier must not, except with the prior written consent 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, other than 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.

### **By-law 19 – Disposal of waste**

An Owner or Occupier must:

(a) Not deposit any rubbish, dirt, dust or other material or discarded item on Common Property;

(b) Not deposit in a toilet, or otherwise introduce or attempt to introduce into the plumbing system, any item that is not appropriate for such disposal; such items include "flushable wipes", and "disposable nappies";

(c) Comply with all reasonable directions given by the Owners Corporation as to the disposal and storage of waste in bins provided by the Owners Corporation for the disposal of waste, including cleaning up spilled waste on Common Property;

(d) Comply with Local Council guidelines for the storage, handling, collection and disposal of waste;

(e) Keep the Common Property garbage room in a tidy condition by:

I. the correct use of the recycle bins;

II. folding all cardboard cartons;

III. not placing cardboard cartons or paper on top of bins;

IV. not placing plastic bags, paper or cardboard in yellow bottle recycle bins;

V. not placing plastic bags, plastics, or polystyrene in blue paper and cardboard recycle bins;

VI. removing from the scheme any removalist packing cartons and other packing materials instead of depositing them in the Common Property garbage room or bins;

VII. not placing building debris and large household items in the garbage room with each Owner or Occupier responsibly to independently dispose of such items by Local Council clean up or otherwise; and

VIII. ensuring garbage of a Lot is securely wrapped before placing in bins.

(f) Promptly remove any garbage spilt and take such action as maybe necessary to clean the area within which the garbage was spilt; and

(g) Dispose of unwanted mail in the garbage room bins.

An Owner or Occupier who does not comply with this By-Law 19, is responsible for any expenses incurred by the Owners Corporation to remedy a breach of the By-Law.

### **By-law 20 – Use of a lot & common property insurance**

An Owner or Occupier must subject to any necessary Local Council approval:

(a) Only use the Lot for residential purposes;

(b) Not use the Lot for the purposes of providing short-term accommodation, being accommodation for a term less than 90 days;

(c) Notify the Strata Committee when the existing residential use of the Lot is changed.

Without limiting this By-Law, a change that may affect the insurance premiums for Strata Plan No. 43918 must be notified by the Owner to the Strata Committee immediately such change occurs.

### **By-law 21 – Compliance with planning & other requirements**

An Owner or Occupier must ensure that:

(a) The Lot is not used for any purpose that is prohibited by law; and

(b) The Lot is not occupied by more persons than are allowed by law to occupy the Lot.

## **D. Repairs, maintenance, alterations**

### **By-law 22 – Responsibilities for repairs, maintenance and alterations**

(a) Subject to any By-Law providing otherwise, the Owners Corporation is responsible for repairs, maintenance, and alterations of Common Property.

(b) The Owner of a Lot is responsible for repairs and proper maintenance within their Lot, including the intercom handset attached to the intercom security system, the bathroom exhaust fan, and any air conditioning unit.

### **By-law 23 – Inspection for fire safety and property maintenance**

An Owner or Occupier must, with the receipt of reasonable notice, permit the Owners Corporation to conduct, at least annually, the inspection and testing of fire safety devices within a Lot and Common Property accessible through the Lot, and, for property maintenance purposes, inspection of the Common Property for the exclusive use of the Owner or Occupier of that Lot;

(a) Notwithstanding the annual inspection by the Owners Corporation, each Owner or Occupier will at other times report any Common Property maintenance and repair requirements to the Strata Committee for attention at the earliest possible time;

(b) When the Owners Corporation identifies or is informed of maintenance requirements to Common Property, including Common Property that is for the exclusive use of the Owner or Occupier of a Lot, and notifies the Owner and Occupier of the remedial works required, the Owner or Occupier will permit the Owners Corporation to conduct such remedial works, at the expense of the Owners Corporation.

### **By-law 24 – Alterations, renovations and improvements to a lot**

Alterations, renovations and improvements within a Lot that affect Common Property are described in the Act as either "cosmetic works" ("**Cosmetic Works**"), "minor renovations" ("**Minor Works**") or works not included in the definitions of either Cosmetic Works or Minor Works ("**Major Works**") and together are to be known in these By-Laws as "**Works**".

### **By-law 25 – Register of approved works**

The Owners Corporation must maintain a perpetual record ("**Register**") of any approval in respect of any Minor Works or Major Works, and of Completion of such Works for:

(a) The purpose of the long-term building integrity and management for the benefit of all Owners;

(b) Transparency of By-Law compliance of a Lot for an intending purchaser of a Lot; and

(c) The resolution of disputes between an Owner and the Owners Corporation arising from Works conducted under this By-Law by Owners, their predecessors or successors as Owners of a particular Lot.

### **By-law 26 – Cosmetic works**

(a) Owners or Occupiers can undertake Cosmetic Works within a Lot without the approval of the Owners Corporation. Cosmetic work includes work such as:

I. installing or replacing hooks, nails or screws for hanging paintings or other things on walls within a Lot;

II. installing or replacing handrails within a Lot;

III. interior painting;

- IV. filling minor holes and cracks in internal walls;
- V. installation or replacement of wall-to-wall carpet with underlay;
- VI. fitting locking or other safety device for protection of an Owner's Lot against intruders or to improve safety within an Owner's Lot;
- VII. fitting a screen or other device to prevent entry of animals or insects to a Lot; and
- VIII. fitting any structure or device to prevent harm to children.

provided that such device or structure at Clause (a) VII and VIII above conforms to the Common Property colour scheme, using only the specified colour Koala No 37255/Transformer Grey, or such other colour as the Strata Committee from time to time may advise in writing, and is installed in a competent and proper manner.

(b) The Owner or Occupier must:

- I. maintain and keep in a state of good and serviceable repair any device or structure that forms part of the Common Property and that services the Lot, and
- II. repair any damage caused to any part of the Common Property by the installation or removal of any locking or safety device, screen, other device or structure referred to in clause (a) that forms part of the Common Property and that services the Lot.

### **By-law 27 – Minor works require strata committee consent**

(a) The Owners Corporation delegates authority to approve Minor Works to the Strata Committee.

(b) An Owner must apply to the Strata Committee to undertake Minor Works, by application to the [secretary@shearwatermanly.com.au](mailto:secretary@shearwatermanly.com.au).

(c) The Strata Committee will consider an application for Minor Works and respond within 21 days of the date of the application.

(d) Minor Works include:

- I. Renovating a kitchen or bathroom, but not including floor tiles, or alterations to waste drainage penetrations to a floor, which are major works;
- II. Changing recessed light fittings;
- III. Installing of retractable awnings to the underside of Common Property balcony eaves on Lots on Levels 3 and 4;
- IV. Changing internal non-structural walls;
- V. Installing plants in planter boxes other than those described in By-Law 10;
- VI. Installing sustainability measures such as a reverse cycle air-conditioner;
- VII. Installation of electronic garage door opening devices and necessary power outlets to the garage of a Lot.

(e) An application to conduct Minor Works must include:

- I. Sufficient information to permit the Strata Committee to reach an informed decision about the Works;
- II. Drawings, plans or other specifications of the Works;

III. Details as to when the Works will be carried out (estimated times of work and dates);

IV. Qualifications and details of the tradespeople who are to undertake the Works;

V. In the case of a proposal for the removal of any internal wall, evidence from a structural engineer that the wall proposed for removal is not a load bearing wall and is not subject to By-Law 30;

VI. Evidence of insurance for the protection of Common Property during the Works, and other insurances that may be applicable for conduct of the Works;

VII. Detail the plan for bringing building materials and tools on site, removal of building debris and tools, the protection of Common Property floor surfaces throughout the work period, the method of access to the lot, the storage of materials and debris in any place other than on Common Property, daily cleaning of Common Property areas at the end of each day of work, and restitution and damage to Common Property.

(f) An Owner whose Minor Works have received approval must give the Strata Committee written notice at least 14 days before the Works starts, and advise all Owners and Occupiers of the Works, and the days on which noise disruption is likely to occur.

(g) At completion of any Works by an Owner, the Strata committee or its professional representative will inspect the Works to confirm the Minor Works were completed as approved by the Strata Committee, and the By-Laws, and advise the Owner of completion of the Works by Notice from the Strata Committee.

### **By-law 28 – Minor works – air-conditioning units on common property**

(a) An applicant for Minor Works under By-Law 27 relating to air conditioning units must provide to the Strata Committee:

I. drawings of the Minor Works showing location of the air conditioning units on Common Property;

II. installation details, including manufacturers recommendations to absorb noise at installation;

III. manufacturers specifications;

IV. location of penetration of pipe and electrical ducting to Common Property to avoid visibility from the building exterior;

V. the location of wastewater drainage;

VI. details of the proposed noise levels, including both sound pressure and sound power levels, and compliance with By-Law 13 including evidence the air conditioning unit/s will not emit noise levels exceeding heating SWLdB(A) 72 and cooling SWLdB(A) 70, or such noise levels as the Owners Corporation shall advise in writing.

(b) The applicant for Minor Works relating to air conditioning units is responsible for:

I. all costs in relation to the installation, maintenance and service of the air conditioning unit/s;

II. any damage caused to Common Property by the installation and operation of the air conditioning unit/s;

III. any remedial action required from a noise complaint from an adjoining Occupier; and

IV. the on-going maintenance of the air conditioning unit/s within the noise standard of this By-Law.

## **By-law 29 – Floor finishes**

(a) In terms of By-Law 27, consent will not be granted for applications for hard floor finishes, including any uncovered floor slab, tiles, timber, timber floating floors, concrete, polished concrete, terrazzo, marble, and linoleum, within a Lot other than for applications for hard floor finishes permitted in clause (f) herein.

(b) An Owner must install wall-to-wall carpet with underlay to cover the floor of their Lot as Cosmetic Works.

(c) An Owner 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 Occupier of the Lot immediately below.

(d) An Owner must fit protection pads on the legs of furniture on hard surfaces, to prevent the transmission from the hard surface of noise likely to disturb the peaceful enjoyment of the Occupier of the Lot immediately below.

(e) Any underlay used with wall-to-wall carpet shall comply with Australian Standard AS4288-2003 for light residential use, or such Australian Standard as supersedes that standard.

(f) Owners from time to time of Lots 1, and 4 are permitted to maintain hard flooring in such Lots, and Owners from time to time of Lots 2, 3, 5 and 6 may apply to install and maintain hard floors to such Lots under By Law 27 as Minor Works, and subject to the provisions of By Law 13 - Noise.

(g) Owners from time to time of Lots 31, 32, 33 and 34 shall maintain in the atrium of such a Lot, wall-to-wall carpet with underlay, or rugs which cover the whole of the atrium floor of that Lot.

(h) In the event that carpet or underlay is lifted or removed from the floor space of any Lot, the Owner of that Lot shall immediately lay new carpet and underlay within his Lot.

(i) This By-Law does not apply to floor spaces comprising kitchen, laundry, lavatory or bathroom within a Lot.

(j) REMEDIATION AGREEMENT: When, with consent under By Law 29 (f), an Owner installs hard flooring, THAT OWNER, AND AN OWNER OF THE LOT FROM TIME TO TIME, IS ACKNOWLEDGING, WARRANTING AND AGREEING with the Owners Corporation that:

I. At any time after a hard flooring installation is completed, the Owners Corporation is granted permission and access to the Lot when it requests an Owner of a Lot, to conduct an acoustic isolation test between the Owner's Lot and any other Lot or Common Property; and

II. To pay all costs associated with the acoustic isolation test conducted by an accredited member of the Association of Australian Acoustical Consultants; and

III. Should the acoustic isolation test indicate an acoustic isolation worse than the standard 6 star rating, to undertake, when directed by the Owners Corporation and within a reasonable period of the direction, and pay for all work to remedy that acoustic isolation failure and retesting, subject to further testing; and

IV. Should the hard flooring of a Lot disturb the peaceful enjoyment of the Owner or Occupier of another Lot, the Owner will, when directed by the Owners Corporation and within a reasonable period of the direction, apply to the hard flooring all such further insulation, rugs and/or carpet as may be reasonably directed to maintain the peaceful enjoyment of the Owner or Occupier of another Lot, at the expense of the Owner.

### **By-law 30 – Major works require owners corporation consent**

(a) The Owners Corporation will consider an application for Major Works, with approval being granted in the form of a special by-law for the Major Works being passed at a general meeting of the Owners Corporation.

(b) An application for Major Works must be made to the [secretary@shearwatermanly.com.au](mailto:secretary@shearwatermanly.com.au) on behalf of the Owners Corporation.

(c) An Owner may only undertake Major Works to their Lot when the Owner has received notice of the approval for the Major Works from the Owners Corporation or confirmation that the special by-law authorising the Major Works has been registered.

(d) Major Works include:

- I. structural changes to a Lot, including removal of structural walls, diversion of Common Property services, or changed floor or ceiling penetrations;
- II. replacement of installed wet-area tiles within the Lot or on a balcony;
- III. changes affecting the outside appearance of the property, such as Common Property windows and doors;
- IV. work that needs approval under other laws (for example Local Council approval);
- V. Minor Works associated with the Major Works.

(e) An application for Major Works must be in writing, in hard copy and electronic copy that can be viewed and circulated to Owners by email, and must include:

- I. drawings, plans and details of the work, in particular noting any changes to or impact on any Common Property or services that may pass through or service the Lot, and any proposed material changes to such work during the progress of the Works;
- II. details of the principal contractors, and their relevant registrations and insurances;
- III. copies of insurances related to the works such as Contractors All Risk Insurance, Workers Compensation Insurance, Public Liability Insurance and Home Building Insurance;
- IV. a certificate from a qualified structural engineer satisfactory to the Owners Corporation, to the effect that when any structural work is proposed it will be in compliance with the current Building Code of Australia;
- V. details of the plan for bringing building materials and tools on site, removal of building debris and tools, the protection of Common Property floor surfaces throughout the work period, method of access to the Lot, the storage of materials and debris in any place other than on Common Property, daily cleaning of Common Property areas at the end of each day of work, and restitution of damage to Common Property;
- VI. a compliance plan for the supervision of Works to approved plans and drawings, compliance with By-Laws and workplace safety laws notification of works and progress to all Occupiers during the works;
- VII. the Owner's and contractor's written undertaking satisfactory to the Owners Corporation to comply with all elements of the By-Laws including the By-Law 13 concerning noise and hours-of-work, and restitution of damage to Common Property;
- VIII. the Owners consent to permit an Owners Corporation representative, including professional persons contracted to the Owners Corporation, to inspect the works in progress and at completion when requested by the Owners Corporation.

(e) When an Owner wishes to replace installed floor tiles in any wet area within a Lot or on a balcony, the waterproof membrane must be replaced and certified by an authorised contractor, and a copy of the certification provided to and acknowledged by the Secretary, before any replacement tiles are installed. This certification assists in ensuring the long-term integrity of Common Property for all Lots.

(f) An Owner must give the [secretary@shearwatermanly.com.au](mailto:secretary@shearwatermanly.com.au) written notice at least 14 days before the Major Works commence, and advise all Occupiers of the Works, and the days on which noise disruption is likely to occur. Notice of noise disruption is a continuing obligation until completion of the Works.

(g) At least seven days before the Major Works commence and without limiting the liability of an Owner, the Owner must provide:

I. a bond or a deposit in the sum of \$5,000 to the Owners Corporation or Strata Manager, the receipt of which will be acknowledged;

II. a written indemnity in favour of, and in a form acceptable to the Owners Corporation for the cost of any breach of this By-Law by the Owner arising from the Works;

(h) When the Major Works have been completed, the Owner will notify the Owners Corporation of such completion and facilitate an Owners Corporation representative, including professional persons contracted to the Owners Corporation, to inspect the Works and the Common Property affected by the Works, at the expense of the Owner.

(i) When the Owners Corporation is satisfied that the Works have been completed in accordance with the approval, including any engineering certification that Works are completed to the specification in the application, waterproofing certification, rectification of or repairs to Common Property or another Lot, and if applicable an occupancy certificate from a Local Council or other authority, a completion notice will be issued by the Owners Corporation, the balance of any bond or deposit shall be refunded to Owner, and the completion of the Works recorded in the Register kept pursuant to By-Law 25.

## **E. The owners corporation of strata plan no. 43918**

### **By-law 31 – Information for owners and occupiers**

(a) The Owners Corporation must provide a noticeboard for Owners and Occupiers. The noticeboard is located on the basement level for the display of notices from the Strata Committee only;

(b) The Owners Corporation may serve a document on, or issue a notice to, an Owner or Occupier by electronic means if Owner or Occupier has given the Owners Corporation an email address for the service of notices and the document is sent to that address. A notice or document served on an Owner or Occupier by email in accordance with this clause is deemed to have been served when transmitted by the sender, providing that the sender does not receive an electronic notification of unsuccessful transmission (i.e. "bounce back" or "undeliverable") within 24 hours.

(c) Owners and Occupiers must advise the Strata Committee at [secretary@shearwatermanly.com.au](mailto:secretary@shearwatermanly.com.au) of their current name, email addresses, vehicle registrations number/s, and phone numbers for security and notice purposes.

(d) Owners or Occupiers must not post notices on Common Property walls or in the lift.

### **By-law 32 – Electronic communication**

The Owners Corporation authorises voting and meeting attendance through technology such as:

- (a) email, teleconference, videoconference calls and the use of electronic voting websites while participating in a meeting from a remote location,
- (b) voting by means of email or other electronic means before the meeting at which the matter (not being an election of the Strata Committee) is to be determined by the Owners Corporation or Strata Committee ("**pre-meeting electronic voting**")

with each meeting notice to advise of the permitted means of voting and meeting attendance for that particular meeting

### **By-law 33 – Key and security button management**

This by-law regulates the replacement of security access keys ("**Key**") for Common Property doors (fire access doors), and security buttons ("**Buttons**") for the front door, lift, and car park.

(a) The Strata Manager will:

- I. hold a supply of Keys and Buttons for distribution and will obtain additional keys or buttons with the consent of an office holder of the Strata Committee;
- II. supply Keys or Buttons to the Owner, Owner's agent, or Owner's Tenant only with the consent of an office holder of the Strata Committee;
- III. maintain and audit annually a register of all Keys and Buttons;
- IV. replace lost Keys, and supply additional Keys issued for a non-refundable fee of \$200 payable by internet banking or cash payment;
- V. replace lost Buttons and supply additional Buttons issued for a non-refundable fee of \$100 payable by internet banking or cash payment;
- VI. advise an office holder of the Strata Committee by email in relation to replacement Keys or Buttons of the name of the holder, the Lot number, and the number of the Key or Button, that the non-refundable fee for the Key or Button has been received, and that the Button should be activated.

(b) Replacement Keys and Buttons are available only from the Strata Manager's office.

(c) An Owner or their agent is required to show identity and authority to collect a Key and Button.

(d) A Tenant or their agent is required to show identity and authority from an Owner to collect a Key and Button.

### **By-law 34 – Dispute procedures**

(a) In respect of disputes between Owners or Occupiers and the Owners Corporation

- I. A person may request mediation of any matter for which an order may be sought from the NSW Civil & Administrative Tribunal - NCAT ("**Tribunal**") under the Act.
- II. On receipt of a request for an application for mediation, the Strata Committee must, if it determines the circumstances of the case are appropriate, arrange for mediation on behalf of the Owners Corporation.

III. An Owner, Occupier or the Owners Corporation may apply directly to the Tribunal for mediation and a hearing of a matter.

IV. The Secretary will not recognize unsigned correspondence.

(b) In respect of disputes between Owners or Occupiers

I. An Owner or Occupier who has a dispute with another Owner or Occupier must endeavour to resolve such dispute between themselves.

II. When such a dispute involves a breach of the By-Laws only, the Owners Corporation will act in accordance with the Act.

## **F. Special by-laws**

### **Special by-law no. 1 – Lot 33 renovations**

**(passed 20 December 2012)**

#### **A. DEFINITIONS**

In this by-law, the following terms and definitions shall apply:

(i) "Owner" means the owner or owners from time to time of Lot 33 in Strata Plan No. 43918.

(ii) Where any word or term used in this by-law is defined in the *Strata Schemes Management Act 1996*, it will have the same meaning as is attributed to that word or term by the Act.

(iii) "The Act" means the *Strata Schemes Management Act 1996* as amended from time to time.

(iv) The singular includes the plural and vice versa.

(v) Words implying a gender encompass all genders.

(vi) "The Works" means the following works to be undertaken in Lot 33:

(a) Remove existing fixed glass panel and install frameless glass louvres at the eastern end of the atrium of Lot 33;

(b) Remove existing fixed glass panel and sliding aluminium frame door to the terrace on the southern side of the Lot and install in their place aluminium framed bi-fold doors;

(c) Remove existing fixed glass panel and install frameless glass louvres at the western end of the atrium of Lot 33;

all in accordance with a document entitled "proposed door and window alterations 33/6 Pacific Street, Manly" a copy of which is annexed to the notice of meeting at which this motion is to be considered;

(d) Lay Quartz Carpet to be trowelled onto existing tiles on the terraces of Lot 33 and with the Quartz Carpet to be laid so that it falls towards existing drains on the balcony; and

(e) Demolish internal walls and internal columns and install steel support columns and beams in accordance with a report by Waddington Consulting Pty Limited dated 7 June 2012 and drawings numbered 10429 S1.00 Revision B and 10429 51.01 Revision B dated June 2012, as amended by plan A-6000 Issue 3 copies of which are annexed to the notice of meeting at which this motion is to be considered;

all in accordance with the plan, drawings, notes and annexures "D" and "E", which are annexed to the notice of meeting at which this motion is to be considered.

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## **B. RIGHTS**

(i) Subject to the conditions in paragraph C of this by-law, the Owner will have:

(a) a special privilege in respect of the Common Property to attach and affix the Works to and on the Common Property and keep them so attached and affixed; and

(b) the exclusive use of those parts of the Common Property to which the Works are directly attached or affixed.

## **C. CONDITIONS**

### **Bond**

(ii) Prior to commencing the Works, the Owner shall pay to the Owners Corporation a bond of \$5,000, which may be used by the Owners Corporation in accordance with Conditions (xviii), (xix) and (xx) below.

### **Repair and Maintenance**

(iii) Subject to the terms of this by-law, any amendment of the bylaws from time to time and any resolution of the Owners Corporation under Section 62(3) of the Act, the Owners Corporation shall continue to be responsible for the proper maintenance and keeping in a state of good and serviceable repair of the Common Property.

(iv) The Owner must properly maintain and keep the Common Property to which the Works are directly attached in a state of good and serviceable repair.

(v) The Owner must properly maintain and keep the Works in a state of good and serviceable repair and must renew or replace the Works as necessary from time to time.

### **Before commencing the works**

(vi) Before starting the Works, the Owner must provide the Owners Corporation with:

(a) a copy of a certificate of insurance relating to the Works under Section 92 of the *Home Building Act 1989*; and

(b) evidence of currency for the duration of the Works of Contractors' All Risks insurance cover in an insurance office of repute (incorporating cover against public risk in respect of claims for death, injury, accident and damage occurring in the course of or by reason of the works to a minimum of \$10,000,000);

(c) if the Works are not an exempt development within the meaning of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008, a copy of any requisite approval of the local Council, including all drawings, specifications, conditions and notes, and for that purpose, the Owners Corporation shall execute under seal any development application required to be lodged by the Owner under the *Environmental Planning & Assessment Act 1979* provided such development application seeks approval of the Works as defined in clause A(vi) above;

(d) a copy of any requisite construction certificate for the works, under Part 4A of the *Environmental Planning & Assessment Act 1979*;

(e) if the Works are if the Works are an exempt development within the meaning of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008, the Owners Corporation shall execute under seal any complying development application required to be lodged by the Owner under the *Environmental Planning & Assessment Act 1979* provided such complying development application seeks approval of the Works as defined in clause A(vi) above; and

(f) a dilapidation report as to the condition of the Common Property adjacent to Lot 33, the roof membrane above Lot 33, and the condition of Lots 26, 27, 32 and 34, at the Owner's cost.

### **Performance of Works**

(vii) In performing the Works, the Owner must:

(a) use best-quality and appropriate materials and a licensed contractor to carry out the Works in a proper and skilful manner;

(b) comply with the Building Code of Australia and all pertinent Australian Standards, including in relation to the laying of all waterproofing membranes;

(c) notify the Owners Corporation immediately when any waterproof membrane has been laid, and provide access to the Owners Corporation's nominated engineer to inspect the waterproof membrane prior to laying any new tiles over the membrane;

(d) carry out all works in accordance with the structural notes contained on drawings numbered 10429 51.00 Revision A and 10429 51.01 Revision A dated June 2012, as amended by plan A-6000 Issue 3;

(e) not allow the obstruction of reasonable use of the Common Property in the course of the Works, by building materials, tools, machines, debris or motor vehicles;

(f) transport all construction materials, equipment, debris and other material in the manner reasonably directed by the Owners Corporation;

(g) use wall covers in any lift which is to be used for the purpose of transporting construction materials, equipment and debris during the course of the Works and clean the lift immediately of any dirt or debris generated by the Works;

(h) not permit tradespersons to carry out the Works to park on Common Property except as permitted in writing by the Executive Committee;

(i) move construction materials, equipment, tools and debris through the car park and not through the foyer or lobby of the building;

(j) remove all debris generated by the Works regularly from the building and do not store it on common property or leave it in the Owners Corporation's rubbish bins unless prior approval to do so is given in writing by the Executive Committee.

(k) protect all areas of the building outside Lot 33 from damage by the Works or by the transportation of construction materials, equipment, tools and debris;

(l) keep all areas of the building outside Lot 33 clean and tidy throughout the performance of the Works;

(m) only perform the Works between the hours of 8:00 am and 4:00 pm from Monday to Friday and between the hours of 8:00am and 12 noon on Saturday (excluding public holidays);

(n) provide 24 hours prior notice in writing to the occupiers of all Lots of the proposed use of any percussion tools, by placing a notice on the Owners Corporation's noticeboard;

(o) only carry out work involving the use of drills, hammers, chisels, concrete saws or percussion tools between the hours of 8:30 am and 4:00 pm from Monday to Friday, excluding public holidays, and shall not carry out such works on Saturday.

(p) provide the Owners Corporation and its nominated engineer with access to Lot 33 to inspect the Works and report to the Owners Corporation on the nature and progress of the Works and to provide an engineering certificate in relation to the Works, and the Owner shall pay all costs of the inspection and certificate;

(q) not lay any floating timber flooring, or hard flooring of any kind in any room other than a kitchen, laundry, lavatory or bathroom;

(r) immediately stop work if directed to do so by the Owners Corporation's nominated engineer if that engineer determines that the works are not being carried out in accordance with the by-law, or are likely to cause damage to Common Property or the property of the owners of other Lots, and in that event, the engineer shall provide a report about the work that is to be carried out to remedy any damage that has been or is likely to be caused by the Works, and the Owner shall comply with the requirements of that report immediately, at his cost, and shall pay for the inspection and preparation of all reports by the Owners Corporation's nominated engineer; and

(s) if the Works will require any interruption to the provision of water, sewage, gas, electricity, television or telephone services to any Lot other than the Owner's Lot, at least 24 hours prior notice of the interruption shall be provided to all other occupiers of the building, by placing a notice on the Owners Corporation's noticeboard which sets out the nature of the proposed interruption and the dates and times during which the interruption is expected to occur.

#### **After the Works**

(viii) Within 7 days of completion of the works, the Owner must provide to the Owners Corporation a diagram showing the location of all altered plumbing and drainage servicing the Lot and a copy of all warranties relating to all waterproofing membranes.

(ix) Within 21 days after completion of the works, the Owner must provide the Owners Corporation with a copy of any requisite compliance certificate for the Works under Part 4A of the *Environmental Planning & Assessment Act 1979*.

#### **After completion of the Works**

(x) Within 7 days of completion of the works, the Owner shall, at his cost, provide the Owners Corporation with a certificate from the Owners Corporation's nominated engineer, addressed to the Owners Corporation, certifying that the works have been carried out in accordance with the report by Waddington Consulting Pty Limited dated 7 June 2012 and drawings numbered 10429 51.00 Revision A and 10429 51.01 Revision A dated June 2012, as amended by plans A-6000 Issue 3, and that the structural integrity of the building will not be undermined by the works, and in the event that such a certificate cannot be issued by that engineer until further works are carried out, the Owner shall immediately carry out all further works as directed by that engineer until in order for that engineer to issue such a certificate.

(xi) During the course of the Works, the Owner shall provide the Owners Corporation and its nominated engineer with access to the Lot to inspect the Works and report to the Owners Corporation on the nature and extent of the Works and to provide an engineering certificate in relation to the Works, and the Owner shall pay all costs of the inspection and certificate.

(xii) The Owner, at his own expense, must comply with any requirement or order of the local Council, other statutory authority, or Tribunal or Court having jurisdiction, relating to the Works.

(xiii) In the event that the Owners Corporation requires access to any pipes or any part of the membrane below the balcony of Lot 33 for the purpose of investigating the condition of, or repairing, maintaining, renewing or replacing any part of the Common Property, the Owners Corporation shall be permitted to lift some or all of the Quartz Carpet if necessary, and in that event, the Owner shall be liable for the cost of supplying and delivering any replacement Quartz Carpet or other floor covering which the Owner wishes to have laid after the completion of the investigation, repair, maintenance, renewal or replacement of Common Property, and the Owners Corporation shall be liable for the cost of laying the floor covering chosen by the Owner, and the Owners Corporation shall be entitled to have that work performed by a licensed trades person of its choice. For avoidance of doubt, if the Owner requires the whole of the balcony floor covering to be replaced in order to achieve a consistent and uniform finish after completion of investigation, repair, maintenance, renewal or replacement of Common Property by the Owners Corporation, the Owner shall pay for the removal and disposal of that part of the Quartz Carpet not lifted by the Owners Corporation, and the supply and delivery of sufficient floor covering (such as tiles or Quartz Carpet) to cover the whole of the balcony floor, and the Owners Corporation shall pay for the laying of that floor covering on the whole of the balcony of Lot 33.

### **Damage**

(xiv) The Owner must repair promptly any damage caused or contributed to by the Works or by the repair, maintenance, renewal or replacement of the Works, including damage to the property of the Owners Corporation and the property of the owner or occupier of another lot in the strata scheme.

### **Indemnity**

(xv) The Owner must indemnify the Owners Corporation against any loss or damage the Owners Corporation suffers as a result of the performance, repair, maintenance, renewal or replacement of the Works.

### **Right to Remedy Default**

(xvi) If the Owner fails to comply with any obligations under this by-law, then the Owners Corporation may:

- (a) carry out all work necessary to perform that obligation;
- (b) enter upon any part of the parcel to carry out that work; and
- (c) recover the costs of carrying out that work from the Owner.

(xvii) The Owner hereby consents to the Owners Corporation, by its servants and agents, having access to the Lot for the purpose of condition (xv) above.

(xviii) All costs incurred by the Owners Corporation pursuant to condition (xv) above, if not paid at the end of one month after becoming due and payable by the Owner, shall bear until paid, simple interest at an annual rate of 10%, or such other rate as is prescribed from time to time by the *Strata Schemes Management Regulation 2010*, or such regulation as supersedes that Regulation.

(xix) The Owners Corporation may recover as a debt any costs not paid at the end of one month after they become due and payable together with any interest payable and the expenses of the Owners Corporation incurred in recovering those amounts.

(xx) The Owners Corporation may apply all or any part of the bond to remedying, for its benefit or the benefit of an owner or occupier of another lot in the strata scheme, a breach on the part of the Owner of an obligation under this by-law. It may do so without prejudice to any other right that may arise by reason of the breach.

(xxi) The Owners Corporation must pay any residue of the bond to the Owner within 28 days of receiving written notice from the Owner that the Works have been completed provided no notice of any damage has been received by it as at that date.

(xxii) The Owners Corporation must pay any residue of the bond to the Owner after deducting such sums as have been or are to be applied to the rectification of any damage caused by the Works to the property of the Owners Corporation or the owner or occupier of another lot in the strata scheme.

### **Costs of by-law**

(xxiii) The Owner must pay for the preparation and registration of this by-law and must meet all reasonable expenses of the Owners Corporation incurred in convening a meeting at which this motion is to be considered.

## **Special by-law no. 2 – Existing works and authorised works in lot 7**

**(passed 30 October 2017)**

### **Existing Works - Rights**

1. The owners' corporation agrees that:

- a. the Existing Works have been installed or effected by or on behalf of the Owners of the Lot; and
- b. on the conditions set out in this by-law, the Owner shall have a special privilege to keep and maintain the Existing Works and a right of exclusive use and enjoyment of that part of the common property affected by the Existing Works.

2. The Owner (including any contractor carrying out work on behalf of the Owner) must have installed under the tiles in the new bathroom and laundry affected by the Existing Works, waterproof membrane system or systems of a type reasonably satisfactory to the strata committee.

3. The owner's corporation agrees that for the purpose of the Existing Works the Owner has:

- a. obtained and provided to the strata committee the opinion of a structural engineer (reasonably acceptable to the strata committee) to the effect that the Existing Works as effected in the Lot will not adversely affect the structural integrity of the building or any part thereof;
- b. provided to the strata committee details of the waterproof membrane installed by the Owner's contractor under the tiles in the bathroom, kitchen and laundry subject of the Existing Works;
- c. provided to the strata committee a copy of the warranty of the contractor who installed the waterproof membrane system or systems.

4. For the purpose of the Existing Works, the Owner must comply with the conditions of this by-law other than those contained in clause 7.

### **Authorisation of Works- Rights**

5. On the conditions set out in this by-law, the Owner of the Lot shall have a special privilege in respect of the common property to carry out Authorised Works and a right of exclusive use and enjoyment of that part of the common property affected by the Authorised Works.

## Definitions

6. For the purposes of this by-law:

**"Authorised Works"** means the installation of an external condenser unit on the balcony of the Lot and installation of an internal air dispersal unit on the common property wall inside the lounge/dining area of the Lot including affixing to the common property as required and any ducting, wiring and trunking and incidental works thereto.

**"Council"** means Northern Beaches Council;

**"Existing Works"** means:

- a. Removal of the existing tiles and waterproofing (if applicable) in the bathroom and laundry and installation of new tiles and waterproofing in the bathroom and laundry;
- b. Removal of the existing flooring in the kitchen and installation of new tiles in the kitchen;
- c. Installation of a false ceiling to the ceiling of the lounge/dining including attaching to common property ceiling as required;
- d. Removal of approximately one meter of non-load bearing wall from around the existing doorway between the kitchen and lounge room;
- e. Installation of a false wall in the lounge to hide a v-shape between the kitchen and laundry; and
- f. all incidental works thereto.

**"Lot"** means lot 7 in Strata Plan No. 43918;

**"Owner"** means the owner of Lot for the time being in Strata Plan No.43918.

**"Utility Services"** means any service associated with plumbing, electrical, gas or telecommunications services (including cable television) which are effectively as reconfigured following the passage of this by-law;

Where any word or phrase has a defined meaning in or for the purposes of the *Strata Schemes Management Act 2015*, that word or phrase has the same meaning in this by-law.

## Conditions - Other Rights and Obligations

7. Prior to undertaking Authorised Works, in addition to any other requirements under this by-law, the Owner must obtain and provide to the strata committee:

- a. the certificate of currency of the insurance policy of the contractor carrying out the works which is effected with a reputable insurance company reasonably acceptable to the strata committee for:
  - i. contractor's all risk insurance incorporating public liability insurance in an amount of not less than \$10,000,000;
  - ii. any insurance required in respect of the works under section 92 of the *Home Building Act 1989*; and
  - iii. workers' compensation in accordance with applicable legislation;

b. any plans, drawings, certificates and/or warranties relevant to the Authorised Works as required by the strata committee acting reasonably.

8. In carrying out the Existing Works and/or Authorised Works, the Owner must:

- a. ensure that the works are carried out in a good and workmanlike manner by licensed contractors in compliance with the Building Code of Australia and relevant Australian standards;
- b. ensure that the works are carried out in such a way as to minimise disruption or inconvenience to any owner or occupier of any other lot;
- c. ensure that the works are carried out substantially in accordance with the plans, drawings and specifications provided to the strata committee and, if Council approval is required, as approved by the Council;
- d. not materially amend or vary the plans, drawings and specifications without the approval in writing of the strata committee and, if required, the Council;
- e. take reasonable precautions to protect all areas of the building outside the Owner's lot from damage by the works;
- f. ensure that all construction materials, equipment, debris and other material associated with the works is transported over common property in the manner reasonably directed by the strata committee and that no construction materials, equipment, debris and other material associated with the works is deposited on the common property at all or on the pavement outside the building for longer than 24 hours unless prior arrangements have been made by the Owner or the Owner's contractor with the strata committee for the use and siting of a rubbish skip or dump bin;
- g. ensure that all areas of the complex outside the Owner's lot which are affected by the works are kept clean and tidy throughout the performance of the works;
- h. ensure that, so far as is reasonably practicable, the works are performed wholly within the Owner's lot;
- i. ensure that the works are only performed between the hours of 8.00am and 4.00pm Monday to Friday, 8.00am to 1.00pm on Saturday and not at all on Sunday or any public holiday.
- j. ensure that no doors or access ways are blocked, or propped open or hindered in any way by the Owner's contractor, their employees, servants or agents or by construction materials, equipment, debris and other material associated with the works;
- k. ensure that the works do not interfere with or damage the common property (other than as is approved in an appropriate by-law) or the property of any other lot owner or occupier;
- l. ensure that neither the Owner nor the Owner's contractor, their employees, servants or agents uses any of the owners corporation's garbage bins to store or cart debris, building materials, tools or equipment;
- m. ensure that any damage caused by the Owner or the Owner's contractor, their employees, servants or agents in the performance of the works is made good within a reasonable period after that damage occurs;
- n. ensure that, subject to any extension of time required by reason of any supervening event or circumstance beyond the Owner's reasonable control, the works are completed within two months of their commencement or such longer period of time as the strata committee, acting reasonably, permits.

9. The Owner must within 28 days of completion of the Authorised Works provide to the strata committee any certificate or report required by this by-law and must notify the strata committee in writing of the completion of the works.

10. If the approval of the Council is required to carry out any Authorised Works, on completion of the work the Owner must provide the strata committee with a certificate that the works comply with the conditions of any Council approval.

### **Maintenance of the Works**

11. The Owner must, at the Owner's cost, maintain the fixtures and fittings installed in the course of the Existing Works and Authorised Works in a state of good and serviceable repair and must renew or replace those fixtures and fittings when necessary.

12. The Owner must properly maintain and keep the Existing Works and Authorised Works and the common property to which they are attached in a state of good and serviceable repair.

13. For the avoidance of doubt, if at any time there is leakage from the bathroom and/or laundry being part of the Existing Works so that there is water leaking beyond the boundary of the Lot, the Owner must:

- a. repair the flooring, waterproof membrane and any part of the substrate necessary properly to rectify the water egress from the new bathroom and/or laundry in the Lot;
- b. repair and reinstate any part of the common property and any other lot damaged by the water egress from the Owner's bathroom and/or laundry;
- c. carry out such further works as may be reasonably required by the owners corporation's appointed expert to ensure that any common property and/or lot property belonging to another owner is repaired and reinstated.

### **Cost and Risk of the Works**

14. The Existing Works and Authorised Works (including their repair, maintenance, replacement or removal) have been and will be undertaken at the cost and risk of the Owner.

15. The Owner shall bear the costs of the owners corporation including the costs where required for the preparing, making, registering, implementing and enforcing any by-law.

### **Liability and Indemnity**

16. The Owner is liable for any damage caused to any part of the common property, and any lot (including the Lot), or other property arising from the Existing Works and/or Authorised Works and will make good that damage immediately after it has occurred.

17. The Owner indemnifies the owners corporation and each other owner and occupier against any legal liability, loss, damage, cost, charge, claim or proceedings that relates to the installation, performance, maintenance, replacement or removal of the Existing Works and/or Authorised Works on or from the common property including but not limited to any liability under section 122(6) of the Act in respect of any property of the Owner.

### **Right to Remedy Upon Default**

18. If an Owner fails to comply with any obligation under this by-law, then the owners corporation may:

- a. carry out all work necessary to perform that obligation;
- b. in accordance with the provisions of the Act enter upon any part of the parcel to carry out that work;
- c. recover the costs of carrying out that work from the Owner.

19. The costs referred to in clauses 15 and 18(c) of this by-law may include any costs incurred by the owners corporation in carrying out any building repair work, security call-out charges, after hours building management or agency fees, strata management fees, administrative and legal costs to issue correspondence or any notices pursuant to this by-law and any other reasonable cost expended by the owners corporation in rectifying any damage occasioned to the common property by the respective Owner or in enforcing the terms of this by-law against the Owner of the lot.

20. If the costs referred to in clauses 15 and 18(c) of this by-law are not paid at the end of one month after becoming due and payable they shall bear, until paid, simple interest at an annual rate of 10% and the owners corporation may recover as a debt any costs payable by the Owner pursuant to this by-law, not paid at the end of one month after they become due and payable, together with any interest payable and the expenses of the Owners Corporation incurred in recovering those amounts.

### **Special by-law no. 3 – Authorisation of building works in lot 3**

#### **1. Grant of Special Privilege and Exclusive Use Right**

On the conditions set out in this by-law the owner for the time being (referred to in this by-law as the "Owner") of Lot 3 (the "Lot") shall have a special privilege in respect of the common property to carry out building works to refurbish the Lot and to keep such building works and a right of exclusive use and enjoyment of that part of the common property affected by the building and refurbishment works incorporating:

##### Bathroom works

(a) Removal of the existing fittings and fixtures from the bathroom and installation of new fittings and fixtures including but not limited to shower screen, vanity and tap ware;

(b) Removal of the existing floor and wall tiles and installation of new floor and wall tiles;

(c) Removal of the existing wall sheeting and sand cement screed and installation of new wall sheeting and sand cement screed;

(d) Patch existing rendering throughout as required;

(e) Installation of new waterproofing to service the bathroom;

##### Air-conditioning

(f) Installation of a new split system air-conditioning unit to service the main bedroom of the lot including affixing the internal air dispersal unit to the a common property wall of the lot, piercing through the common property wall to install piping, wiring and conduit, and installation of an external condenser unit on the balcony floor on a foot and pad system adjacent to the internal unit including affixing floor of the common property (as required), and installation of all piping, wiring, cabling, conduit and ancillary fittings and fixtures required;

(g) Installation of a new split system air-conditioning unit to service the living room of the lot including affixing the internal air dispersal unit to the a common property wall of internal to the lot, piercing through the common property wall to install piping, wiring and conduit, and installation of an external condenser unit on the balcony floor on a foot and pad system adjacent to the internal unit including affixing floor of the common property (as required), and installation of all piping, wiring, cabling, conduit and ancillary fittings and fixtures required.

## 2. Definitions

For the purposes of this by-law:

"**Council**" means Northern Beaches Council;

"**Utility Services**" means any service associated with plumbing, electrical, gas or telecommunications services (including cable television) which are effectively as reconfigured following the passage of this by-law;

"**Works**" means and includes all of the building works described in clause 1 and all works incidental thereto.

Where any word or phrase has a defined meaning in or for the purposes of the *Strata Schemes Management Act 2015*, that word or phrase has the same meaning in this by-law.

## 3. Conditions

### 3.1 Prior to Undertaking Works

Prior to undertaking the Works the Owner must obtain and provide to the Owners Corporation:

- (a) any required approval of Council for the performance of the Works;
- (b) a certificate of currency of the insurance policy or policies of the contractor carrying out the Works which is effected with a reputable insurance company reasonably satisfactory to the Owners Corporation for:
  - i. contractor's all risk insurance incorporating public liability insurance in an amount of not less than \$10,000,000;
  - ii. any insurance required in respect of the Works under section 92 of the *Home Building Act 1989*; and
  - iii. workers' compensation in accordance with applicable legislation.

### 3.2 Performance of Works

In carrying out the Works, the Owner (including any contractor involved in the performance of the Works on behalf of the Owner) must:

- (a) ensure that the Works are carried out in a good and workmanlike manner by licensed contractors in compliance with relevant provisions of the Building Code of Australia and relevant Australian standards and in such a way as to minimise disruption or inconvenience to any owner or occupier of any other lot in the strata scheme;
- (b) carry out the Works substantially in accordance with the clause 1 and, if Council approval was required, as approved by Council;
- (c) not materially amend or vary the Works without the approval in writing of the Owners Corporation and, if required, Council;
- (d) take reasonable precautions to protect all areas of the building outside the Lot from damage by the Works.
- (e) transport all construction materials, equipment, debris and other material associated with the Works over common property in the manner reasonably directed by the Owners Corporation;
- (f) keep all areas of the building outside the Lot clean and tidy throughout the performance of the Works;

(g) ensure that, so far as is reasonably practicable, the Works are performed wholly within the Lot;

(h) remove all debris from the building resulting from the Works as soon as practicable and in accordance with the reasonable directions of the Owners Corporation;

(i) only perform the Works at the times approved by the Owners Corporation (acting reasonably);

(j) ensure that the Works do not interfere with or damage the common property, the property of any other lot owner or any Utility Service otherwise than as approved in this by-law;

(k) make good any damage caused by the Owner in the performance of the Works within a reasonable period after that damage occurs;

(l) subject to any extension of time required by reason of any supervening event or circumstance beyond the reasonable control of the Owner, complete the Works within two months of their commencement.

### **3.3 Completion of Works**

(a) The Owner must advise the Owners Corporation when the Works are complete; and

(b) If the approval of Council is required to carry out the Works, on completion of the Works the Owner must provide to the Owners Corporation the certificate required by the Council that the Works comply with the conditions of any Council approval.

### **4. Liability and Indemnity**

(a) The Owner is liable for any damage caused to any part of the common property, not included in clause 1 of this by-law, as a result of the performance of the Works and must take all such steps as are necessary to make good that damage within a reasonable time after it has occurred.

(b) The Owner must indemnify the Owners Corporation against any loss or damage, cost, charge or expense incurred or sustained by the Owners Corporation as a result of or arising out of the Works or the performance thereof, including without limitation any liability under section 122(6) of the *Strata Schemes Management Act 2015* in respect of any property of the Owner.

### **5. Other Rights and Obligations**

The Owner must, at their own cost, maintain the alterations and additions installed in the course of the Works and the common property affected by the Works (including but not limited to the fixtures and fittings installed as part of the Works) in a state of good and serviceable repair and must renew or replace them whenever necessary.

### **6. Costs**

(a) The Works must be undertaken at the cost of the Owner.

(b) The Owner must pay the reasonable costs of the Owners Corporation in preparing, making, registering, implementing and enforcing this by-law.

## 7. Right to Remedy Default

If the Owner fails to comply with any obligation under this by-law and fails to rectify that breach within 14 days (or such other period as may be specified in the notice) of service of a written notice from the Owners Corporation requiring rectification of that breach, then the Owners Corporation may:

- (a) carry out all work necessary to perform that obligation;
- (b) enter upon any part of the Lot to carry out that work;
- (c) recover the costs of carrying out that work from the Owner and the expenses incurred by the Owners Corporation in recovering those costs including legal costs on an indemnity basis;

and the Owner shall indemnify the Owners Corporation against any legal action or liability flowing from the action of the Owners Corporation pursuant to this clause.

## **Special by-law no. 4 – Authorisation of building works in lot 36 (unit 34)**

### 1. Grant of Special Privilege and Exclusive Use Right

On the conditions set out in this by-law the owner for the time being (referred to in this by-law as the "**Owner**") of Lot 36 (the "**Lot**") shall have a special privilege in respect of the common property to carry out building works to refurbish the Lot and to keep such building works and a right of exclusive use and enjoyment of that part of the common property affected by the building and refurbishment works incorporating:

#### Works

- (a) Removal of the existing fittings and fixtures from the bathrooms (3), laundry and kitchen and installation of new fittings and fixtures including but not limited to joinery, shower screen, bath, vanity, tap ware, oven, cooktop, sink;
- (b) Removal of the existing floor and wall tiles and installation of new floor and wall tiles; floor waste outlets to remain unchanged from existing locations;
- (c) Removal of the existing wall sheeting and sand cement screed and installation of new wall sheeting and sand cement screed;
- (d) Replacement of electric storage water service with gas continuous flow water service flued to exterior balcony;
- (e) Patch existing rendering throughout as required;
- (f) Installation of new waterproofing to service wet areas other than the kitchen area;
- (g) Minor works including internal painting, blinds, curtains, shutters, and carpets.

### 2. Definitions

For the purposes of this by-law:

"**Council**" means Northern Beaches Council;

"**Utility Services**" means any service associated with plumbing, electrical, gas or telecommunications services (including cable television) which are effectively as reconfigured following the passage of this by-law;

"Works" means and includes all of the building works described in clause 1 and all works incidental thereto.

Where any word or phrase has a defined meaning in or for the purposes of the *Strata Schemes Management Act 2015*, that word or phrase has the same meaning in this by-law.

### **3. Conditions**

#### **3.1 Prior to Undertaking Works**

Prior to undertaking the Works the Owner must obtain and provide to the Owners Corporation:

- (a) any required approval of Council for the performance of the Works;
- (b) give notice to the Owners Corporation of the commencement date and duration of the Works;
- (c) a certificate of currency of the insurance policy or policies of the contractor carrying out the Works which is effected with a reputable insurance company reasonably satisfactory to the Owners Corporation for:
  - i. contractor's all risk insurance incorporating public liability insurance in an amount of not less than \$10,000,000;
  - ii. any insurance required in respect of the Works under section 92 of the *Home Building Act 1989*; and
  - iii. workers' compensation in accordance with applicable legislation.

#### **3.2 Performance of Works**

In carrying out the Works, the Owner (including any contractor involved in the performance of the Works on behalf of the Owner) must:

- (a) ensure that the Works are carried out in a good and workmanlike manner by licensed contractors in compliance with relevant provisions of the Building Code of Australia and relevant Australian standards and in such a way as to minimise disruption or inconvenience to any owner or occupier of any other lot in the strata scheme;
- (b) carry out the Works substantially in accordance with the clause 1 and, if Council approval was required, as approved by Council;
- (c) not materially amend or vary the Works without the approval in writing of the Owners Corporation and, if required, Council;
- (d) take reasonable precautions to protect all areas of the building outside the Lot from damage by the Works.
- (e) transport all construction materials, equipment, debris and other material associated with the Works over common property in the manner reasonably directed by the Owners Corporation;
- (f) keep all areas of the building outside the Lot clean and tidy throughout the performance of the Works;
- (g) ensure that, so far as is reasonably practicable, the Works are performed wholly within the Lot;
- (h) remove all debris from the building resulting from the Works as soon as practicable and in accordance with the reasonable directions of the Owners Corporation;

- (i) only perform the Works at the times approved by the Owners Corporation (acting reasonably);
- (j) ensure that the Works do not interfere with or damage the common property, the property of any other lot owner or any Utility Service otherwise than as approved in this by-law;
- (k) make good any damage caused by the Owner in the performance of the Works within a reasonable period after that damage occurs;
- (l) subject to any extension of time required by reason of any supervening event or circumstance beyond the reasonable control of the Owner, complete the Works within two months of their commencement.

### **3.3 Completion of Works**

- (a) The Owner must advise the Owners Corporation when the Works are complete; and
- (b) If the approval of Council is required to carry out the Works, on completion of the Works the Owner must provide to the Owners Corporation the certificate required by the Council that the Works comply with the conditions of any Council approval; and
- (c) Permit access to the Lot to the Owners Corporation to inspect the Works are approved in clause 1.

### **4. Liability and Indemnity**

- (a) The Owner is liable for any damage caused to any part of the common property, not included in clause 1 of this by-law, as a result of the performance of the Works and must take all such steps as are necessary to make good that damage within a reasonable time after it has occurred.
- (b) The Owner must indemnify the Owners Corporation against any loss or damage, cost, charge or expense incurred or sustained by the Owners Corporation as a result of or arising out of the Works or the performance thereof, including without limitation any liability under section 122(6) of the *Strata Schemes Management Act 2015* in respect of any property of the Owner.

### **5. Other Rights and Obligations**

The Owner must, at their own cost, maintain the alterations and additions installed in the course of the Works and the common property affected by the Works (including but not limited to the fixtures and fittings installed as part of the Works) in a state of good and serviceable repair and must renew or replace them whenever necessary.

### **6. Costs**

- (a) The Works must be undertaken at the cost of the Owner.
- (b) The Owner must pay the reasonable costs of the Owners Corporation in preparing, making, registering, implementing and enforcing this by-law.

### **7. Right to Remedy Default**

If the Owner fails to comply with any obligation under this by-law and fails to rectify that breach within 14 days (or such other period as may be specified in the notice) of service of a written notice from the Owners Corporation requiring rectification of that breach, then the Owners Corporation may:

- (a) carry out all work necessary to perform that obligation;
- (b) enter upon any part of the Lot to carry out that work;

(c) recover the costs of carrying out that work from the Owner and the expenses incurred by the Owners Corporation in recovering those costs including legal costs on an indemnity basis;

and the Owner shall indemnify the Owners Corporation against any legal action or liability flowing from the action of the Owners Corporation pursuant to this clause.

### **Special by-law no. 5 – Renovation of lot 35 (unit 23)**

#### **By-law to authorise the owner of Lot 35 (unit 23) to add to, alter and erect new structures on the common property and for exclusive use**

#### **PART 1 DEFINITIONS & INTERPRETATION**

1.1 In this by-law:

(a) **Authority** means any relevant government, semi-government, statutory, public or other authority having any jurisdiction over the Lot.

(b) **Insurance** means:

(i) contractors all risk insurance with an authorised insurer (incorporating cover against public risk in respect of claims for death, injury, accident and damage occurring in the course of or by reason of the Works to a minimum of \$10,000,000);

(i) insurance required under the *Home Building Act 1989*, which if permitted by the insurer must note the Owners Corporation as an interested party; and

(ii) workers compensation insurance as required by law.

(c) **Lot** means Lot 35 (unit 23) in strata scheme 43918

(d) **Owner** means the owner of the Lot from time to time.

(e) **Owners Corporation** means the owners corporation created by the registration of strata plan registration no. 43918

(f) **Standards** means the Building Code of Australia within the meaning of the *Environmental Planning and Assessment Act 1979* and regulations, Australian Standards as set by Standards Australia, and any standards or guidelines issued by an Authority.

(g) **Works** means the works to and associated with the Lot as set out in scope of works and the plans.

(h) **Exclusive Use Area** means the common property areas reasonably required to keep the Works and includes the combined new, old and redundant piping in the en-suite, bathroom and kitchen areas that will be covered by new flooring and walling following completion of the Works as well as alteration to internal non load bearing, non structural walls.

1.2 In this by-law a word which denotes:

(a) the singular includes the plural and vice versa;

(b) any gender includes the other genders;

(c) any terms in the by-law will have the same meaning as those defined in the *Strata Schemes Management Act 1996*; and

(d) references to legislation includes references to amending & replacing legislation.

## **PART 2 GRANT OF RIGHT**

2.1 The Owner is authorised to add to, alter and erect new structures on the common property to carry out the Works.

2.2 The Owner has the exclusive use of the Exclusive Use Area.

## **PART 3 CONDITIONS**

### **PART 3.1 Before commencement**

3.1 Before commencement of the Works the Owner must:

(a) obtain all necessary approvals required by law from any Authorities and provide a copy to the Owners Corporation;

(b) if applicable, provide a complete copy of the development application to the Owners Corporation to provide their written consent;

(c) if applicable, provide a complete copy of the construction certificate application to the Owners Corporation to provide their written consent;

(d) if applicable, provide a final copy of the construction certificate plans stamped by council or the private certifier (as applicable) to the Owners Corporation;

(e) any application for consent from Council or a private certifier must include a copy of the by-law and state that it seeks a condition that the consent be subject to the conditions of this by-law;

(f) effect and maintain Insurance for the duration of the Works being carried out, and provide a copy to the Owners Corporation;

(g) register this by-law in accordance with section 48 of the *Strata Schemes Management Act 1996* at the Registrar-General's Office;

(h) provide a report from a suitably qualified acoustic expert in regard to the acoustic adequacy of the proposed flooring and treatment to the flooring; and

(i) provide a report to the Owners Corporation from a suitably qualified structural engineer in regard to the effect of the Works on the structural integrity of the building.

### **PART 3.2 During construction**

3.2 Whilst the Works are in progress the Owner must:

(a) use duly licensed employees, contractors or agents to conduct the Works and supply their contact details before each of them commences their work;

(b) ensure the Works are conducted in a proper and workmanlike manner and comply with all Standards and the law;

(c) use reasonable endeavours to cause as little disruption as possible;

(d) perform the Works during the times of 8am to 12 noon and 1pm to 4pm Monday to Fridays and 8am to 12 noon Saturdays (excluding public holidays) or any other time reasonably approved by the Owners Corporation;

(e) perform the Works within a period of 6 months from their commencement or such other period as is reasonably approved by the Owners Corporation;

(f) transport all construction materials, equipment and debris in the manner reasonably directed by the Owners Corporation;

(g) protect all affected areas of the building outside the Lot from damage relating to the Works or the transportation of construction materials, equipment and debris;

(h) keep all affected areas of the common property outside the Lot clean and tidy, and remove all debris;

(i) where any work undertaken includes waterproofing (or should include waterproofing in the executive committee's reasonable opinion) then the Owner or Occupier must ensure that at the Owner's or Occupier's own cost:

(i) the waterproofing is carried out in satisfaction of prevailing Australian waterproofing standards by a duly qualified and reputable applicator whose credentials have been approved by the Owners Corporation as a preferred contractor prior to the waterproofing commencing; and

(ii) they produce to the Owners Corporation on completion of waterproofing, or within 14 days of being requested to do so, a 5 year warranty of fitness of materials and workmanship comprising the waterproofing from the applicator and to the satisfaction of the executive committee;

(j) ensure that the Works do not interfere with or damage the common property or the property of any other lot owner other than as approved in this by-law and if this obligation is breached the Owner must rectify that interference or damage within a reasonable period of time; and

(k) not vary the Works without first obtaining consent in writing from the Owners Corporation.

### **PART 3.3 After construction**

3.3 After the Works have been completed the Owner must without unreasonable delay:

(a) notify the Owners Corporation that the Works have been completed;

(b) notify the Owners Corporation that all damage, if any, to lot and common property caused by the Works and not permitted by this by-law have been rectified;

(c) provide the Owners Corporation with a copy of any certificate or certification required by an Authority to certify the Works;

(d) provide the Owners Corporation with a report from a suitably qualified acoustic expert in regard to the acoustic adequacy of the flooring and treatment to the flooring within the Lot;

(e) provide the Owners Corporation with certification from a suitably qualified engineer(s)

(f) approved by the Owners Corporation that the Works including the installation of all support beams and the construction of walls have been completed in accordance with the terms of this by-law and in accordance with all Standards; and

(g) if applicable, provide the Owners Corporation with certification from a suitably qualified engineer(s) approved by the Owners Corporation that the works required to rectify any damage to lot or common property have been completed in accordance with the terms of this by-law.

## **PART 3.4 Enduring rights and obligations**

### 3.4 The Owner:

(a) must ensure that the flooring of the Lot is 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;

(a) is responsible for the ongoing maintenance of the alterations of, additions to and new structures erected on the common property resulting from the Works;

(b) is responsible for the proper maintenance of, and keeping in a state of good and serviceable repair, the Exclusive Use Area and the Works;

(c) must renew or replace the Works when necessary or when reasonably required by the Owners Corporation;

(e) remains liable for any damage to lot or common property arising out of the Works; must make good any damage to lot or common property arising out of the Works;

(f) must indemnify the Owners Corporation against any costs or losses arising out of the Works to the extent permitted by law; and

(g) must pay the Owners Corporation's costs (including legal costs) in drafting, negotiating, making and registering this by-law.

## **SCOPE OF WORKS**

1. Renovate existing ensuite and main bathroom, plumbing to remain in current locations
2. Move two internal doorways to make better, more efficient use of space - no structural walls to be removed
3. Renovate existing kitchen including new flooring
4. Install upgraded air-conditioning unit
5. Install new carpet to living areas only
6. Minor electrical changes

## **Special by-law no. 6 – Authorisation of building works in lot 9**

### **1. Grant of Special Privilege and Exclusive Use Right**

On the conditions set out in this by-law the owner for the time being (referred to in this by-law as the "**Owner**") of Lot 9 (the "**Lot**") shall have a special privilege in respect of the common property to carry out building works to refurbish the Lot and to keep such building works and a right of exclusive use and enjoyment of that part of the common property affected by the building and refurbishment works incorporating:

#### Scope of works

(a) Removal of the existing fittings and fixtures from the kitchen and installation of new fittings and fixtures;

(b) Removal of the existing kitchen floor and wall tiles and installation of new floor and wall tiles;

(c) Removal of an existing non-loading bearing wall, certified by Omega Project Services, being Consulting Engineers and Chartered members of the Institution of Engineers Australia;

(d) Penetration of Common Property for installation of gas hot water flue outlet.

## **2. Definitions**

For the purposes of this by-law:

"**Council**" means Northern Beaches Council;

"**Utility Services**" means any service associated with plumbing, electrical, gas or telecommunications services (including cable television) which are effectively as reconfigured following the passage of this by-law;

"**Works**" means and includes all of the building works described in clause 1 and all works incidental thereto.

Where any word or phrase has a defined meaning in or for the purposes of the *Strata Schemes Management Act 2015*, that word or phrase has the same meaning in this by-law.

## **3. Conditions**

### **3.1 Prior to Undertaking Works**

Prior to undertaking the Works the Owner must obtain and provide to the Owners Corporation:

- (a) any required approval of Council for the performance of the Works;
- (b) notice of the commencement date and duration of the Works;
- (c) a certificate of currency of the insurance policy or policies of the contractor carrying out the Works which is effected with a reputable insurance company reasonably satisfactory to the Owners Corporation for:
  - i. contractor's all risk insurance incorporating public liability insurance in an amount of not less than \$10,000,000;
  - ii. any insurance required in respect of the Works under section 92 of the *Home Building Act 1989*; and
  - iii. workers' compensation in accordance with applicable legislation.

### **3.2 Performance of Works**

In carrying out the Works, the Owner (including any contractor involved in the performance of the Works on behalf of the Owner) must:

- (a) ensure that the Works are carried out in a good and workmanlike manner by licensed contractors in compliance with relevant provisions of the Building Code of Australia and relevant Australian standards and in such a way as to minimise disruption or inconvenience to any owner or occupier of any other lot in the strata scheme;
- (b) carry out the Works substantially in accordance with the clause 1 and, if Council approval was required, as approved by Council;
- (c) not materially amend or vary the Works without the approval in writing of the Owners Corporation and, if required, Council;
- (d) take reasonable precautions to protect all areas of the building outside the Lot from damage by the Works.

- (e) transport all construction materials, equipment, debris and other material associated with the Works over common property in the manner reasonably directed by the Owners Corporation;
- (f) keep all areas of the building outside the Lot clean and tidy throughout the performance of the Works;
- (g) ensure that, so far as is reasonably practicable, the Works are performed wholly within the Lot;
- (h) remove all debris from the building resulting from the Works as soon as practicable and in accordance with the reasonable directions of the Owners Corporation;
- (i) only perform the Works at the times approved by the Owners Corporation (acting reasonably);
- (j) ensure that the Works do not interfere with or damage the common property, the property of any other lot owner or any Utility Service otherwise than as approved in this by-law;
- (k) make good any damage caused by the Owner in the performance of the Works within a reasonable period after that damage occurs;
- (l) subject to any extension of time required by reason of any supervening event or circumstance beyond the reasonable control of the Owner, complete the Works within two months of their commencement.

### **3.3 Completion of Works**

- (a) The Owner must advise the Owners Corporation when the Works are complete; and
- (b) If the approval of Council is required to carry out the Works, on completion of the Works the Owner must provide to the Owners Corporation the certificate required by the Council that the Works comply with the conditions of any Council approval; and
- (c) Permit access to the Lot to the Owners Corporation to inspect the Works are as approved in clause 1.

### **4. Liability and Indemnity**

- (a) The Owner is liable for any damage caused to any part of the common property, not included in clause 1 of this by-law, as a result of the performance of the Works and must take all such steps as are necessary to make good that damage within a reasonable time after it has occurred.
- (b) The Owner must indemnify the Owners Corporation against any loss or damage, cost, charge or expense incurred or sustained by the Owners Corporation as a result of or arising out of the Works or the performance thereof, including without limitation any liability under section 122(6) of the *Strata Schemes Management Act 2015* in respect of any property of the Owner.

### **5. Other Rights and Obligations**

The Owner must, at their own cost, maintain the alterations and additions installed in the course of the Works and the common property affected by the Works (including but not limited to the fixtures and fittings installed as part of the Works) in a state of good and serviceable repair and must renew or replace them whenever necessary.

### **6. Costs**

- (a) The Works must be undertaken at the cost of the Owner.

(b) The Owner must pay the reasonable costs of the Owners Corporation in preparing, making, registering, implementing and enforcing this by-law.

## **7. Right to Remedy Default**

If the Owner fails to comply with any obligation under this by-law and fails to rectify that breach within 14 days (or such other period as may be specified in the notice) of service of a written notice from the Owners Corporation requiring rectification of that breach, then the Owners Corporation may:

(a) carry out all work necessary to perform that obligation;

(b) enter upon any part of the Lot to carry out that work;

(c) recover the costs of carrying out that work from the Owner and the expenses incurred by the Owners Corporation in recovering those costs including legal costs on an indemnity basis;

and the Owner shall indemnify the Owners Corporation against any legal action or liability flowing from the action of the Owners Corporation pursuant to this clause.

### Explanatory Note

*An application has been received by the Owners of Unit 9 to renovate their kitchen. Approval in principle has been given by the Strata Committee and a request that the formal approval be presented to the Owners for approval for this Special By Law 6.*

## **Special by-law no. 7 – Authorisation of building works in lot 9**

### **1. Grant of Special Privilege and Exclusive Use Right**

On the conditions set out in this by-law the owner for the time being (referred to in this by-law as the "**Owner**") of Lot 9 (the "**Lot**") shall have a special privilege in respect of the common property to carry out building works to refurbish the Lot and to keep such building works and a right of exclusive use and enjoyment of that part of the common property affected by the building and refurbishment works incorporating:

#### Scope of works

(a) Removal of the existing fittings and fixtures from the en-suite bathroom, bathroom, and laundry (together "the Rooms"), and installation of new fittings and fixtures in existing floor and/or wall penetrations; and

(b) Removal of the existing floor and wall tiles and installation of new floor and wall tiles in the Rooms; and

(c) Replacement of the waterproof membrane, including AS3740 certification of such works, in the Rooms.

### **2. Definitions**

For the purposes of this by-law:

"**Council**" means Northern Beaches Council;

"**Utility Services**" means any service associated with plumbing, electrical, gas or telecommunications services (including cable television) which are effectively as reconfigured following the passage of this by-law;

"**Works**" means and includes all of the building works described in clause 1 and all works incidental thereto.

Where any word or phrase has a defined meaning in or for the purposes of the *Strata Schemes Management Act 2015*, that word or phrase has the same meaning in this by-law.

### **3. Conditions**

#### **3.1 Prior to Undertaking Works**

Prior to undertaking the Works the Owner must obtain and provide to the Owners Corporation:

- (a) any required approval of Council for the performance of the Works;
- (b) notice of the commencement date and duration of the Works;
- (c) a certificate of currency of the insurance policy or policies of the contractor carrying out the Works which is effected with a reputable insurance company reasonably satisfactory to the Owners Corporation for:
  - i. contractor's all risk insurance incorporating public liability insurance in an amount of not less than \$10,000,000;
  - ii. any insurance required in respect of the Works under section 92 of the *Home Building Act 1989*; and
  - iii. workers' compensation in accordance with applicable legislation.

#### **3.2 Performance of Works**

In carrying out the Works, the Owner (including any contractor involved in the performance of the Works on behalf of the Owner) must:

- (a) ensure that the Works are carried out in a good and workmanlike manner by licensed contractors in compliance with relevant provisions of the Building Code of Australia and relevant Australian standards and in such a way as to minimise disruption or inconvenience to any owner or occupier of any other lot in the strata scheme;
- (b) carry out the Works substantially in accordance with the clause 1 and, if Council approval was required, as approved by Council;
- (c) not materially amend or vary the Works without the approval in writing of the Owners Corporation and, if required, Council;
- (d) take reasonable precautions to protect all areas of the building outside the Lot from damage by the Works.
- (e) transport all construction materials, equipment, debris and other material associated with the Works over common property in the manner reasonably directed by the Owners Corporation;
- (f) keep all areas of the building outside the Lot clean and tidy throughout the performance of the Works;
- (g) ensure that, so far as is reasonably practicable, the Works are performed wholly within the Lot;
- (h) remove all debris from the building resulting from the Works as soon as practicable and in accordance with the reasonable directions of the Owners Corporation;
- (i) only perform the Works at the times approved by the Owners Corporation (acting reasonably);
- (j) ensure that the Works do not interfere with or damage the common property, the property of any other lot owner or any Utility Service otherwise than as approved in this by-law;
- (k) make good any damage caused by the Owner in the performance of the Works within a reasonable period after that damage occurs;

(l) subject to any extension of time required by reason of any supervening event or circumstance beyond the reasonable control of the Owner, complete the Works within two months of their commencement.

### **3.3 Completion of Works**

(a) The Owner must advise the Owners Corporation when the Works are complete; and

(b) If the approval of Council is required to carry out the Works, on completion of the Works the Owner must provide to the Owners Corporation the certificate required by the Council that the Works comply with the conditions of any Council approval; and

(c) Permit access to the Lot to the Owners Corporation to inspect the Works are as approved in clause 1;

(d) Provide the Owners Corporation with appropriate waterproof membrane work AS3740 certification.

### **4. Liability and Indemnity**

(a) The Owner is liable for any damage caused to any part of the common property, not included in clause 1 of this by-law, as a result of the performance of the Works and must take all such steps as are necessary to make good that damage within a reasonable time after it has occurred.

(b) The Owner must indemnify the Owners Corporation against any loss or damage, cost, charge or expense incurred or sustained by the Owners Corporation as a result of or arising out of the Works or the performance thereof, including without limitation any liability under section 122(6) of the *Strata Schemes Management Act 2015* in respect of any property of the Owner.

### **5. Other Rights and Obligations**

The Owner must, at their own cost, maintain the alterations and additions installed in the course of the Works and the common property affected by the Works (including but not limited to the fixtures and fittings installed as part of the Works) in a state of good and serviceable repair and must renew or replace them whenever necessary.

### **6. Costs**

(a) The Works must be undertaken at the cost of the Owner.

(b) The Owner must pay the reasonable costs of the Owners Corporation in preparing, making, registering, implementing and enforcing this by-law.

### **7. Right to Remedy Default**

If the Owner fails to comply with any obligation under this by-law and fails to rectify that breach within 14 days (or such other period as may be specified in the notice) of service of a written notice from the Owners Corporation requiring rectification of that breach, then the Owners Corporation may:

(a) carry out all work necessary to perform that obligation;

(b) enter upon any part of the Lot to carry out that work;

(c) recover the costs of carrying out that work from the Owner and the expenses incurred by the Owners Corporation in recovering those costs including legal costs on an indemnity basis;

and the Owner shall indemnify the Owners Corporation against any legal action or liability flowing from the action of the Owners Corporation pursuant to this clause.

The seal of The Owners – Strata Plan No. 43918  
was affixed on 16 November 2021  
in the presence of the following person(s) authorised by  
section 273 Strata Schemes Management Act 2015  
to attest the affixing of the seal.

Signature: 

Electronic signature of me, Matilda Halliday affixed by me on 16 November 2021  
Strata Managing Agent, Robinson Strata Management Pty Ltd [Licence No. 20159764]

in the presence of an authorised witness, who states:

I, Michelle Monica Kumar, as a witness, certify the following matters:

- 1 This document was signed in counterpart and witnessed over audio visual link in accordance with section 14G of the *Electronic Transactions Act 2000* (NSW).
- 2 I have confirmed the person's identity using an identification document and the document I relied on was a Passport.

Signature: 

Electronic signature of me, Michelle Monica Kumar affixed by me on 16 November 2021  
Solicitor, Kemps Petersons Legal Pty Ltd

**Strata Schemes Management Act 2015**  
**Strata Schemes Management Regulations 2016**  
**Strata Plan 43918 Shearwater**  
**6-12 Pacific Street Manly NSW 2095**

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**MINUTES OF MEETING OF STRATA COMMITTEE (SC)**  
**OF THE OWNERS CORPORATION (OC)**

**Held 3 February 2022 at 6.30pm in the Foyer 6-12 Pacific Street**

**Members present:**

1. Lindsay Rowlands - Chairman (CM)
2. Allison Misso - Treasurer (TR)
3. Colin Brown
4. Michael Carroll
5. Stewart Campbell

**Apologies:** Ben Sadler  
Anna Di Lorenzo (BM)

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**1. Minutes of last Meeting.**

RESOLVED THAT the Minutes of the SC Meeting of 3 November 2021 be adopted.

**2. Matters resolved since last meeting.**

- (a) Real Estate advertising sign for Unit 13 removed by Agent from front of building
- (b) Approved the removal of a low garden wall barrier between courtyards, and redirection of impeding downpipe in Unit 1.
- (c) Approved remedial painting works to CP

**3. Building Management.**

- (a) Annual cleaning of carpets, completed
- (b) Polishing of lobby tiles, completed
- (c) Audit of CP door/window locks/door rollers, & other CP within units, completed
- (d) Replacement of garage door brackets & springs completed by Colin Brown.
- (e) Unit 31- steel balustrade remediation proposal - BM quoting. Proposed change may extend to other areas of persistent rust in due course,
- (f) New light pendants – BM seeking early installation.
- (g) Overgrown oleander plants from adjoining apartment building 14 Pacific St blocking sunlight to apartments west side. BM.
- (h) Unit 24 balcony drainage problem; Unit 1 damaged and stained tiles – quote requested: CM
- (i) Bore irrigation; further work required. BM
- (j) Rooftop solar panel system: planned for April/May 22 pending engineering sign off on fixing method. BM & CM
- (k) Defibrillator installed on Ground Floor; BM to advise training plan.
- (l) Cleaning of downpipe at ground floor bends to be arranged; drains blocked by flushing's from balconies. Sweeping of debris, rather than hosing, preferred. BM
- (m) Dead tree in the NW corner on adjoining property is deceased-needs removal: BM

**4. Financial Management.**

Meeting reviewed the draft Annual and 10-year Budgets to go forward to Owners for approval at AGM, noting no material changes to prior Budgets for the period.

**Strata Schemes Management Act 2015**  
**Strata Schemes Management Regulations 2016**  
**Strata Plan 43918 Shearwater**  
**6-12 Pacific Street Manly NSW 2095**

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**5. Change of Strata Managing Agent; AGM date; Robinson extension.**

Meeting noted the process of review of the current Strata Managing Agent, Robinson Strata Management, whose contract ends on 11 February 2022, and the assessment of four alternative agents, with the recommendation to change agents.

**COMMITTEE RESOLVED TO:**

- a) recommend that the Owners Corporation appoints Bart Strata Pty Ltd as Strata Managing Agent for a 3-year term.
- b) give appropriate Notice that the Annual General Meeting shall be held on Wednesday 2 March 2022 at 6.30pm, at which the Meeting will consider, inter alia, the appointment of the recommended Strata Managing Agent with effect from that Meeting.
- c) advise Robinson Strata Management that the expiry date of the current contract is extended from 11 February 2022 to 2 March 2022, and that the current contract will not extend beyond the AGM.

**6. Amendment to By Law 14 - Keeping of Animals.**

Meeting further discussed CM's proposed changes, tabled at the last Meeting, to By Law 14 to comply & manage the process & risk factors with the new regulations. A proposal around the model By Law and processes will be put forward for approval at the AGM.

**7. EV Survey January 2022.**

Meeting noted the results of the survey, giving the SC an insight into future demand:

- 13 replies from 34 Owners & Occupiers.
- The median expectation for the time frame for purchasing an EV is 5 years – 2027.
- Clear view that Option 5 was preferred – *that EV charging points be accessed by Users at Public Charging Stations, no User installs, until sufficient demand has been established for commercial hi-speed, on-site EV chargers.*

SC will review EV demand, sentiment, EV industry changes, and implications for the OC around 2024-25, based on the results of the survey.

Meeting noted further matters arising from the survey, not dealt with elsewhere including emergency access to front door and unit door by first responders to isolated individual Occupiers in accident cases; updating the buddy system; defibrillator training & awareness.

Signed as a correct record of the Meeting  
**Chairman**

## MINUTES OF ANNUAL GENERAL MEETING

THE OWNERS - STRATA PLAN 43918, SHEARWATER, 6 PACIFIC STREET, MANLY NSW 2069 HELD AN ANNUAL GENERAL MEETING ON WEDNESDAY, 02 MARCH 2022 IN THE FOYER AT 2-6 PACIFIC STREET, MANLY NSW 2095 AT 06:30 PM

### PRESENT IN PERSON:

LOT #	OWNERS NAME
1	Susan Rowlands & Lindsay Rowlands
2	David Dwyer
4	Jean Jones & Lindsay Warton
5	Yvonne Davidson
6	Allison Misso
9	Stuart Campbell
15	Peter Coles
17	Michelle Tier (left at 07.15 PM)
18	Michael Carroll
27	Colin Brown
29	Simon Horrocks
36	Kevin Bishop

### PRESENT BY PROXY:

Lot 13 to Lindsay Rowlands; Lot 25 to Susan Rowlands;

### APOLOGIES:

Margot Quigley (8), William Williams (10)

**IN ATTENDANCE:** Anna Di Lorenzo (Noble Management Group, Bart Jaworski (Bart Strata Pty Ltd)

**CHAIRPERSON:** Lindsay Rowlands chaired the meeting, declared the quorum and open the meeting open at 06:30 PM.

## 1. MINUTES

### Motions

- 1.1. **RESOLVED AS AMENDED** that the minutes of the last Annual General Meeting of the Owners Corporation held on 20/08/2021, be confirmed as a true record of the proceedings of that meeting.

## 2. COMPLIANCE MEASURES

### Motions

- 2.1. **(Annual Fire Safety Statement)**  
The Owners Corporation considered the current Annual Fire Safety Statement and determined and **RESOLVED** any action required.
- 2.2. That the Owners Corporation **RESOLVED** that the strata manager is to engage an accredited practitioner (fire safety) who is accredited in Fire Safety Assessment and appropriately qualified to undertake assessment of each fire safety measure to:

- a. ensure all fire safety measures are maintained in accordance with clause 177 of the Environmental Planning and Assessment Regulation 2000; and,
  - b. declare that each fire safety measure has been assessed by an appropriately qualified accredited practitioner (fire safety); and,
  - c. issue the fire safety statement accordingly.
  
- 2.3. **RESOLVED** that the Owners Corporation authorised the managing agent, building manager or strata committee to sign such documents as may be necessary in relation to the lodgement of the next Annual Fire Safety Statement. If required, this authority includes the managing agent affixing the common seal of the Owners Corporation in accordance with Section 273 of the Act.
  
- 2.4. **MOTION LOST. (Window safety devices reinspection).**  
*That the Owners – Strata Plan No 43918, resolve to undertake an inspection of all window safety devices previously installed to windows within the strata scheme to ensure the Owners Corporation comply with their obligations pursuant to Section 118 of the Strata Schemes Management Act 2015 and Regulation 30 of the Strata Schemes Management Regulation 2016 and that the appointment of an appropriately qualified third party to undertake this inspection be delegated to the strata committee.*
  
- 2.5. **MOTION LOST.**  
*That following the inspection of window safety devices the Owners – Strata Plan No 43918, authorize the strata committee to make arrangements for the installation, maintenance or repair of any required window safety devices within the strata scheme to ensure the Owners Corporation comply with their obligations pursuant to Section 118 of the Strata Schemes Management Act 2015 and Regulation 30 of the Strata Schemes Management Regulation 2016.*
  
- 2.6. **MOTION LOST. (Safety Audit Report)**  
*That the owners corporation appoint a consultant to undertake a safety audit report of the strata scheme to identify any risks that may affect the common areas.*
  
- 2.7. **(Other compliance measures)**  
**RESOLVED** that the owners corporation consider any additional compliance matters for the scheme and determine any appropriate action (if required).

### 3. UTILITIES AGREEMENTS

#### Motions

##### 3.1. MOTION LOST.

*That the owners corporation consider the supply agreements that they have in place for utilities and determine any action required.*

##### 3.2. MOTION LOST.

*That the Owners Corporation instruct the Managing Agent to:*

- i. *engage a broker or other type of specialist if required;*

- ii. *disclose data and information of the Owners Corporation related to the utility if required; and,*
- iii. *sign a letter of authority to authorise the broker to acquire and provide quotes.*

**3.3. MOTION LOST.**

*That the Owners Corporation appoint the Chairperson to approve entry by the Owners Corporation into an utility agreement of up to 3 years provided that, in the opinion of the Chairperson, it is more financially beneficial for the Owners Corporation than its current arrangements, and is otherwise on terms that are broadly consistent with those available in the market, and further the Owners Corporation authorise the managing agent to enter into an utility agreement behalf of the Owners Corporation as instructed by the Chairperson.*

**4. INSURANCES**

Motions

- 4.1. **RESOLVED** that the owners corporation confirmed that the following insurance policies are currently in place: Current Insurance Details

<b>Policy Number</b>	<b>Underwriter</b>	<b>Current To</b>	<b>Risk Type</b>	<b>Coverage Amount</b>
HS0006042095	FLEX INSURANCE (WAS ISAVR)	31 Mar 2022	Workers Compensation Insurance	AS PER ACT
			Damage (i.e. Building) Policy	\$36,046,500.00
			Building Catastrophe	\$10,813,950.00
			Common Area Contents	\$360,465.00
			Fidelity Guarantee Insurance	\$100,000.00
			Flood	\$36,046,500.00
			Government Audit Costs	\$25,000.00
			Appeal Expenses	\$100,000.00
			Legal Defence Expenses	\$50,000.00
			Loss of Rent	\$5,406,975.00
			Lot Owner's Fixtures and Improvements	\$250,000.00
			Machinery Breakdown Insurance	\$100,000.00
			Office Bearers Liability Insurance	\$10,000,000.00
			Voluntary Workers Insurance	\$200,000.00/ \$2,000.00
Property, Death and Injury (Public Liability)	\$30,000,000.00			
<b>TOTAL PREMIUM: \$31,641.39</b>				

Date on which the premiums were last paid: **23/03/2021**

- 4.2. **MOTION LOST.**

*That the insurances of the owners corporation be extended to include any additional optional insurances not covered in the above table.*

- 4.3. **RESOLVED** that the owners corporation confirmed that it does NOT employ workers with total annual wages exceeding \$7,500.00 and therefore will not require workers compensation insurance for the coming year.
- 4.4. **RESOLVED** that the owners corporation acknowledges their obligation to provide/disclose to the insurer, either upon renewal or throughout the period of the policy, any item requiring disclosure under the policy including a Work, Health and Safety report, defects report and the like.
- 4.5. **RESOLVED** that the owners corporation authorises the managing agent to renew insurances in accordance with the insurer or insurance broker's recommendation in circumstances where alternate instructions are not received from the strata committee prior to the renewal date.

## 5. COMMISSIONS AND TRAINING SERVICES

### Motions

- 5.1. **RESOLVED** that the owners corporation note a report by the managing agent, in the agenda explanatory note, in regards to the commissions that have been paid and training services received in the last year and those commissions likely to be paid and training services provided to the managing agent in the coming year.

### **Reporting details:**

#### Commissions and Training Services Report for the last 12 months

*Commissions received that have been paid to the managing agent in the last 12 months are as follows:*

- *Insurance commissions: \$1,050.00;*
- *CommunitySure Management fees to parent entity (PICA Group)\*1: \$0.00*
- *PICA Group may have received a referral fee from Bulk Energy, Energy Action, E Utility and/or Savant Energy Advisory on the sale and provision of electricity and/or gas if the scheme has successfully engaged a broker for electricity and/or gas services. Commissions for Commercial & Industrial: 30% to 33.33% of the commission the broker receives from the retailer, for Small Market Enterprises or Residential: \$25 to \$150 per energy agreement.*

*Training services received/provided to the strata managing agent by external service providers in the last 12 months:*

- *legal service providers including Chambers Russell Lawyers, Grace Lawyers, Clarke Kann Lawyers, Bannermans Lawyers, Kerin Benson Lawyers and JS Mueller & Co*
- *insurance service providers CHU Underwriting Agencies Pty Ltd, BAC Insurance Brokers and BCB Strata Insurance Brokers (Body Corporate Brokers Pty Ltd)*

*Training services received from external service providers are estimated to be in excess of 10 hours per year per manager. The value of which is estimated at \$250 in total.*

#### Estimated Commissions and Training Services Report for the next 12 months

*Estimated Commissions likely to be paid to the managing agent in the next 12 months are as follows:*

- *Insurance commissions: \$1,155.00;*
- *CommunitySure Management fees to parent entity (PICA Group)\*1: \$0.00*
- *PICA Group may receive a referral fee from Bulk Energy, Energy Action, E Utility and/or Savant Energy Advisory on the sale and provision of electricity and/or gas if the scheme successfully engages a broker for electricity and/or gas services. Commissions for Commercial & Industrial: 30% to 33.33% of the commission the broker receives from the retailer, for Small Market Enterprises or Residential: \$25 to \$150 per energy agreement.*

*Training services likely to be received/provided to the managing agent by external service providers in the next 12 months are as follows:*

- *legal service providers including but not limited to Chambers Russell Lawyers, Grace Lawyers, Clarke Kann Lawyers, Bannermans Lawyers, Kerin Benson Lawyers and JS Mueller & Co.*
- *insurance service providers CHU Underwriting Agencies Pty Ltd and BCB Strata Insurance Brokers (Body Corporate Brokers Pty Ltd)*

*We estimate the training services received from external service providers will be in excess of 10 hours per year per manager. The value of which is estimated at \$250 in total.*

*\*1 Please refer to the Additional Notes at the end of the agenda for additional information about insurance disclosures about the CommunitySure product.*

## 6. OBTAIN VALUATION

**RESOLVED** that the owners corporation obtain a replacement cost estimate (valuation) for insurance purposes.

## 7. ADJUST INSURANCE

**RESOLVED** that the managing agent be authorised to adjust the building sum insured in line with the insurance valuation upon receipt.

Correction to Explanatory Notes for this motion on the Agenda. The last valuation was undertaken on 30/06/2020 (not 15/3/18).

## 8. APPOINTMENT OF MANAGING AGENT

### Motions

- 8.1. 1. The Owners Strata Plan 43918 **RESOLVED** in accordance with section 49(2) of the Act to appoint BART STRATA PTY LTD as the Strata Managing Agent on the terms and conditions set out in the proposed Strata Managing Agency Agreement annexed to the Notice of this Meeting, effective from the day following the date of this Meeting.
2. **RESOLVED** that the Strata Managing Agent be authorised and delegated:
  1. All of the functions of the Owners Corporation (other than those listed in section 52(2) of the Act) and the functions of the Chairperson, Secretary, and Treasurer necessary to enable the Strata Managing Agent to carry out the *Agreed Services* and the

- Additional Services as defined in the Agreement.
2. Authority to open and operate a trust account on behalf of the Owners Corporation.
  3. The delegation to the Strata Managing Agent is subject to the condition and limitations listed in the Strata Managing Agency Agreement.
3. **RESOLVED** that the Owners Corporation authorises and instructs two members of the Strata Committee to sign and affix the Common Seal to the Strata Managing Agency Agreement to give effect to this appointment and delegations.

## 8.2 SERVICE OF NOTICES

**RESOLVED** that in accordance with sections 265 of the Act the Owners Corporation resolve to change its address for services of notices to C/- Bart Strata Pty Ltd, PO Box 95, Alexandria NSW 1435, and lodging in the office of the Registrar General in the form approved under the Real Property Act 1900 of the change of address.

## 9. AUDITOR

### Motions

- 9.1. **RESOLVED AS AMENDED** that an auditor be appointed and that auditor be **White McIntire & Co.**

## 10. CAPITAL WORKS FUND PLAN

### Motions

- 10.1. **MOTION DEFERRED.** \*There was no such document.

*That the owners corporation confirmed receipt of the capital works analysis\* prepared by Strata Committee on 03/02/2022.*

## 11. RESTRICTED MATTERS

### Motions

- 11.1. **RESOLVED** that there be no additional restrictions placed on the strata committee other than those currently imposed by Section 36 (3) of the Act.
- 11.2. **RESOLVED** that in the event the preceding motion is defeated the owners corporation determine restrictions to be placed on the strata committee.

## 12. GST REGISTRATION

### Motions

- 12.1. The Owners Corporation **RESOLVED** to confirm its current GST registration.

## 13. ENGAGEMENT OF CONTRACTORS

### Motions

- 13.1. **RESOLVED AS AMENDED** that the owners corporation acknowledges that the managing agent will not issue a Work Order or engage any contractors for the provision of any goods or services, unless they have complied with the minimum requirements set out in the table below.

Minimum requirements (as aligned to the recommended criteria as advised by Safe Work Australia)	<ul style="list-style-type: none"> <li>• Must be registered as a business for tax purposes in Australia</li> <li>• Must have a minimum \$10 million Public &amp; Product Liability Insurance (in respect of each and every occurrence and unlimited in aggregate for any one period of cover)</li> <li>• Must have a minimum \$1 million Professional Indemnity Insurance (where applicable)</li> <li>• Must have Statutory Workers Compensation Insurance for all employees or Personal and Accident Insurance as a Sole Trader</li> <li>• Must hold all licences as relevant to services provided</li> <li>• Must have an established Quality Management system (Consultants only)</li> <li>• Must have an established Health &amp; Safety Management system</li> </ul>
Definitions:	<ul style="list-style-type: none"> <li>• Contractor: means a person or organisation that is engaged, on a temporary basis, to undertake a particular task and includes consultants who provide recommendations and/or specialist professional advice.</li> <li>• Work Order: means a written order providing specific or blanket authorisation to a contractor to proceed with the provision of specific goods or services without further instructions.</li> </ul>

#### 14. ACCOUNTING RECORDS AND BUDGET

##### Motions

- 14.1. **RESOLVED** that the audited financial statements including the statement of key financial information for the period ended **30/11/2021** be adopted.
- 14.2. **RESOLVED** that estimated receipts and payments (budget) for the administrative fund and the capital works fund as attached to this agenda be adopted.

#### 15. CONTRIBUTIONS

##### Motions

- 15.1. **RESOLVED** that contributions to the administrative fund are estimated in accordance with Section 79(1) of the Act and determined in accordance with Section 81(1) of the Act at \$151,782.40 inclusive of GST in instalments set out in the table below:

Levy Status	Due date	Amount
Already Issued	01/12/2021	\$37,945.60
Already Issued	01/03/2022	\$37,945.60
To be Issued	01/06/2022	\$37,945.60
To be Issued	01/09/2022	\$37,945.60
<b>Total</b>		<b>\$151,782.40</b>

*Inclusive of GST*

- 15.2. **RESOLVED** that contributions to the capital works fund are estimated in accordance with Section 79(2) of the Act and determined in accordance with Section 81(1) of the Act at \$197,634.35 inclusive of GST in instalments set out

in the table below:

Levy Status	Due date	Amount
Already Issued	01/12/2021	\$49,408.59
Already Issued	01/03/2022	\$49,408.59
To be Issued	01/06/2022	\$49,408.59
To be Issued	01/09/2022	\$49,408.58
<b>Total</b>		<b>\$197,634.35</b>

*Inclusive of GST*

- 15.3. **RESOLVED AS AMENDED** That the administrative fund and capital works fund contributions be continued at quarterly intervals until further determined:

**Administrative Fund Interim Periods**

Levy Status	Due date	Amount
To be Issued	01/12/2022	<b>\$40,981.45</b>
To be Issued	01/03/2023	<b>\$40,981.45</b>
<b>Total</b>		<b>\$81,962.90</b>

*Inclusive of GST*

**Capital Works Fund Interim Periods**

Levy Status	Due date	Amount
To be Issued	01/12/2022	\$53,361.27
To be Issued	01/03/2023	\$53,361.27
<b>Total</b>		<b>\$106,722.54</b>

*Inclusive of GST*

## 16. LEVY COLLECTION PROCEDURES

Motions

- 16.1. **RESOLVED AS AMENDED** that the Owners – Strata Plan 43918, for the purpose of collecting levy contributions, interest and recovery costs thereon and pursuant to the Act (including section 103 of the Act), authorise the strata managing agent and/or the strata committee to do any of the following:
- a. Levy Recovery Step 1: issue a reminder levy notice **36** days after the levy due date;
  - b. Levy Recovery Step 2: issue 1st levy recovery letter **50** days after the levy due date;
  - c. Levy Recovery Step 3: 106 days after the original date the levy was due, and where the debt is in excess of \$2,000.00, or another amount determined by the strata committee, appoint the services of a debt collection agency, obtain legal advice and/or retain legal representation of solicitors, barristers and/or experts on behalf of The Owners – Plan No 43918 to issue a letter of demand and/or to commence, pursue, continue or defend any court, tribunal or any other proceedings against any lot owner, mortgagee in possession and/or former lot owner in relation to all matters arising out of the recovery of levy contributions and the recovery of other debts, including penalties, interest, legal and other costs;
  - d. Enforce any judgment obtained in the collection of levy contributions including commencing and maintaining bankruptcy or winding up

- proceedings,
  - e. Filing an appeal or defending an appeal against any judgment concerning the collection of levy contributions; and
  - f. Liaise, instruct and prepare all matters with the owners corporations debt collection agents, lawyers and/or experts in relation to any levy recovery proceedings.
- 16.2. **RESOLVED** that the Owners – Strata Plan 43918, delegate and authorise the functions to the strata committee to make changes to the above debt recovery process on behalf of the owners corporation from time-to-time as they see fit.
- 16.3. **RESOLVED** that the Owners – Strata Plan 43918, for the purpose of collecting levy contributions, interest and recovery costs thereon and pursuant to the Act (including section 103 of the Act), authorise the strata committee to approve payment plans generally or for specific lot owners.

## 17. CHANGED REGULATIONS REQUIRES AMENDMENT TO BY LAW 14

### Motions

- 17.1. **A** – That the owners corporation **SPECIALLY RESOLVED** to APPROVE to replace the existing Registered By Law 14 with the following By Law 14
1. An Owner or Occupier of a lot may keep an animal on the lot, following the issue of a written application to the Owners Corporation to keep an animal on the lot within the terms of this By Law, and with the approval granted by the Owners Corporation in writing; this By Law shall apply to an Owner or Occupier who at the inception of this By Law is keeping an animal in a lot.
  2. The Owners Corporation may request the payment of a bond by the Owner or Occupier to the Owners Corporation for the cost of common property cleaning and other actions arising from the approved keeping of an animal, with such bond being refundable to the Owner or Occupier upon the departure of the animal, reduced by any costs directly or indirectly incurred by the Owners Corporation during the occupancy of the approved animal.
  3. The Owners Corporation must not unreasonably withhold or withdraw its grant of approval of the keeping of an animal on a lot and must give an Owner or Occupier written reasons for any refusal to grant approval or withdrawal of approval.
  4. If an Owner or Occupier of a lot keeps an animal on the lot with the approval of the Owners Corporation, the Owner or Occupier must—
    1. keep the animal within the lot, and
    2. supervise the animal when it is on the common property, and
    3. take any action immediately that is necessary to clean all areas of the lot or the common property that are soiled by the animal, and
    4. prevent animal food being left exposed in any areas that may attract vermin of any type to the lot or the common property, and
    5. ensure that an animal does not unreasonably interfere with another Owner's or Occupier's use and enjoyment of the other Owner's or Occupier's lot or the common property, as set out in this By Law, and
    6. not transport the animal to and from the lot in the lift.
  5. If the Owner or Occupier of a lot keeping an animal fails to comply with this By Law, the Owners Corporation may withdraw the grant of approval to the Owner or Occupier under this By Law by giving written notice to the

Owner or Occupier, and the animal shall be removed by the Owner or Occupier within 7 days of such notice.

6. For the purposes of this By Law, the circumstances in which the keeping of an animal unreasonably interferes with another Owner's or Occupier's use and enjoyment of the Owner's or Occupier's lot or the common property are—
- the animal makes a noise that persistently occurs to the degree that the noise unreasonably interferes with the peace, comfort or convenience of another Owner or Occupier, or
  - the animal repeatedly runs at or chases another Owner or Occupier, a visitor of another Owner or Occupier or an animal kept by another Owner or Occupier, or
  - the animal attacks or otherwise menaces another Owner or Occupier, a visitor of another Owner or Occupier or an animal kept by another Owner or Occupier, or
  - the animal repeatedly causes damage to the common property or another lot, or
  - the animal endangers the health of another Owner or Occupier through infection or infestation, or
  - the animal causes a persistent offensive odour that penetrates another lot or the common property, or
  - 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
  - a dog 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 32A, or
    - the animal is declared to be a menacing dog or a dangerous dog under the Companion Animals Act 1998, section 34, or
    - the animal is a restricted dog within the meaning of the Companion Animals Act 1998, section 55(1).
- An Owner or Occupier of a lot who keeps an assistance animal on the lot must, if required to do so by the Owners Corporation, provide evidence to the Owners Corporation demonstrating that the animal is an assistance animal as referred to in section 9 of the Disability Discrimination Act 1992 of the Commonwealth.

**No one abstain from the vote.**

**No votes were cast against the Motion.**

**AND**

**B – RESOLVED** that if motion is CARRIED that the replacement By Law 14 be registered by a legal representative duly authorised by the Strata Committee.

Note: Owners requested some changes to the approved by-law above and to delay registration of this by-law after an Extraordinary General Meeting is held to pass an amendment and then register the special by-law to save registration and legal cost.

## 18. VOTING BY ELECTRONIC MEANS

### Motions

- 18.1. **RESOLVED** that pursuant to Regulation 14 (1) (a) of the *Strata Schemes Management Regulation 2016 (NSW)*, the owners corporation approve the adoption of voting by electronic means, namely by teleconference, video conference or email while participating in the next general meeting of the owners corporation from a remote location.

## 19. STRATA COMMITTEE NOMINATIONS

### Motions

- 19.1. **RESOLVED** that nominations for election to the strata committee be received, declared and recorded. Nominations received prior to the issuing of this notice are noted below under "Election of Committee".

<b>NOMINATION</b>	<b>NOMINATED BY</b>
Stuart Campbell	Self-nominated
Rodney McNeil	Self-nominated
Lindsay Rowlands	Self-nominated
Allison Misso	Self-nominated
Colin Brown	Self-nominated
Kevin Bishop	Self-nominated

- 19.2. **RESOLVED** In accordance with the Act, candidates to the Strata Committee confirmed that they have no connections with the original owner/developer of Shearwater, Strata Plan 43918.
- 19.3. The Owners Corporation **RESOLVED** that the number of persons to be elected to the Strata Committee be six (6).

## 20. STRATA COMMITTEE ELECTION

**RESOLVED** that the Owners Corporation elected the following Strata Committee Members:

- 1) Stuart Campbell
- 2) Rodney McNeil
- 3) Lindsay Rowlands
- 4) Allison Misso
- 5) Colin Brown
- 6) Kevin Bishop

There being no further business, the chairperson declared the meeting closed at 07:28 PM.

**Strata Schemes Management Act 2015**  
**Strata Schemes Management Regulations 2016**  
**Strata Plan 43918 Shearwater**  
**6-12 Pacific Street Manly NSW 2095**

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**NOTICE OF MEETING OF STRATA COMMITTEE**  
**Tuesday 27 September 2022 at 6.30pm in the Foyer**

**AGENDA**

**Members:**

Stuart Campbell	- Chairman (CM)
Allison Misso	- Treasurer (TR)
Kevin Bishop	- Secretary (SC)
Lindsay Rowlands	
Colin Brown	
Rodney McNeil	
Anna Di Lorenzo	- Building Manager (BM)- By Invitation
Bart Jaworski	- Strata Manager (SM) – By Invitation

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**1. Confirm Minutes of last Meeting held 31 May 2022**

**2. Pecuniary Interests**

- (a) **THAT** all Members disclose if they have a direct or indirect pecuniary interest in any matters being considered at this meeting.

**3. Business arising from the Minutes**

- (a) By-law 14 – Keeping of animals and application form. EGM required.  
(b) Unit 24 balcony repairs progress.  
(c) Recommended source of advice on attributing costs for common property (CP) repairs and maintenance:  
<https://nsw.strata.community/wp-content/uploads/2019/09/Who-Is-Responsible-Guide-Web-26112019.pdf>

**4. Matters resolved since last Meeting**

- (a) Unit 1 – Retractable awning above kitchen doors approved by SC.  
(b) The broken stormwater pipe in the garden on Pine Lane has been repaired. Perspex screening will be extended from the electricity substation to the stairs on Ceramic Lane to provide privacy for ground floor Units and protection for plants.

**5. Financial Management**

- (a) Treasurer to provide update.  
(b) Implications of Roof Solar Project.  
(c) Review of 10 year plan.

**Strata Schemes Management Act 2015**  
**Strata Schemes Management Regulations 2016**  
**Strata Plan 43918 Shearwater**  
**6-12 Pacific Street Manly NSW 2095**

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**6. Future Proofing the Building Project**

- (a) Recommendation: That the SC approves the ARC Solar PV proposal, with implementation contingent on forecast cash flows through the Capital Works Fund (Lindsay Rowlands).

**7. Building Management**

- (a) BM report.  
(b) Advice from Diagnostech on 4<sup>th</sup> floor balconies and ground floor courtyards.  
(c) Review of expiry dates of current contracts:

- Roof membrane: June 21, 2021-June 20, 2031
- Lift: December 17, 2021-December 16, 2026
- Insurance: March 31 2022-March March 31 2023
- Strata Manager: January 21, 2022-January 21, 2023
- Building Manager: December 7, 2020-December 7, 2023

**8. Other Business**

- (a) Annual Reporting – NSW Government.

**MOTIONS - Strata HUB - NSW Government**

- 1) **THAT** the Strata Committee resolves to delegate and instruct the Strata Managing Agent to register Strata Plan 43918 with the NSW Government Strata HUB Portal, pay the statutory fee of \$3.00 per Lot per annum and submit the first report before 31 December 2022 and ongoing annual reports thereafter pursuant to the Agency Agreement Additional Services duties; and
- 2) **THAT** the Strata Committee resolves to appoint the Secretary and the Chairman as the Strata Plan’s emergency contacts as required by this legislation.
- (b) Garden Plan.  
(c) Storage of personal items on balconies.  
(d) “Buddy System”.

**9. Next Meeting**

The next SC meeting will be held in the Foyer at 6:30pm on Tuesday 6 December 2022.

Date of Notice: 06/09/2022

**Strata Schemes Management Act 2015  
Strata Schemes Management Regulations 2016  
Strata Plan 43918Shearwater  
6-12 Pacific Street Manly NSW 2095**

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**MINUTES OF MEETING OF STRATA COMMITTEE (SC)  
OF THE OWNERS CORPORATION (OC)  
Held 31 May 2022 at 6.30pm in the Foyer 6-12 Pacific Street**

**Members present:**

1. Stuart Campbell - Chairman (CM)
2. Allison Misso -Treasurer (TR)
3. Kevin Bishop - Secretary (SE)
4. Lindsay Rowlands
5. Rodney McNeil (via Zoom)

**In attendance:**

Anna Di Lorenzo - Building Manager (BM)

**Apologies:** Colin Brown

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**1. Minutes of last Meeting.**

RESOLVED THAT the Minutes of the SC Meeting of 2 March 2022 be adopted.

**2. By-Law 14 – Keeping of Animals**

It was agreed to re-draft By-Law 14 in line with the Government model and guidelines. It will then be presented to an EGM.

**3. Matters resolved since last meeting.**

- (a) Unit 24 – Repairs to the balcony have commenced.
- (b) Unit 1 – Minor works have commenced.
- (c) Bore irrigation – Tap will be installed at the bore and it will be connected to the irrigation system. (BM)

**4. Building Management.**

- (a) Agreed to the use of a form for all building projects above \$3,000 to scope the project and provide written quotes for approval by the SC. (BM)
- (b) Broken stormwater pipe –There is a broken stormwater pipe buried in the garden on the east side. Garden will be dug up and the pipe replaced/repared. (BM)
- (c) Units 31 & 32 – Quotes are being obtained to remove the rusting balustrades, repair and paint the walls and install new glass panel balustrades. (BM)
- (d) Solar system – Testing of fitting the solar panels has been completed. Waiting for the Structural Engineers certificate. The timeline for installation will then reviewed in line with the budget.
- (e) Unit 1 – There have been extensive building and waterproofing issues with the balcony and planter boxes since the heavy rain. This has had an impact on the budget. Inspections will be carried out on other ground floor Units to assess the impact on future budgets. (BM)

**Strata Schemes Management Act 2015**  
**Strata Schemes Management Regulations 2016**  
**Strata Plan 43918Shearwater**  
**6-12 Pacific Street Manly NSW 2095**

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**5. Financial Management**

Updated financial reports were provided by Bart Strata (SM) and are a marked improvement on reports from the previous SM.

**6. Other Business**

A resident has proposed a “Buddy System” for people living alone at Shearwater. It will be included in a general housekeeping notice to all residents. (BM) (SM)

**7. Next Meeting**

The next SC meeting will be held in the Foyer at 6:30pm on Tuesday 6 September.

Signed as a correct record of the Meeting.  
**Chairman**