

Strata Nirvana

PRE-PURCHASE INSPECTION REPORT

of the books & records of the Owners Corporation of Strata Plan 100504

inspected on
29 March 2022

Lot 4
4/19 Judith Avenue
Kotara NSW 2289

1. STRATA ROLL:

(a) **The Proprietor shown on the Strata Roll is:**

DISPLAY REPORT

.
.

(b) **The Mortgagee shown on the Strata Roll is:**

Unencumbered

(c) **Leasing Agent shown on the Strata Roll is:**

Vacant Possession

(d) **Other entries on the Strata Roll are:**

Original Owner/Developer: Fitz & William Pty Limited

(e) **The following indicates the extent to which the Strata Roll
Complies with the legislation:**

DIGITAL COPY	yes
UNIT ENTITLEMENTS RECORDED	yes
NAMES RECORDED	yes
BY-LAWS INCLUDED	yes
ONE PAGE PER LOT	yes
ORIGINAL PROPRIETOR RECORDED	yes
ADDRESSES RECORDED	yes
INSURANCES RECORDED	yes

(f) **It appears from the Strata Roll that the initial period has expired.**

Section 5 of the Strata Schemes (Freehold Development) Act 1973 provides the following definition:

"Initial Period", in relation to a body corporate, means the period commencing on the day on which that body corporate is constituted & ending on the day on which there are proprietors of lots the subject of the strata scheme concerned (other than the original proprietor) the sum of whose unit entitlements is at least one-third of the aggregate unit entitlement.

Strata Nirvana

PRE-PURCHASE INSPECTION REPORT

of the books & records of the Owners Corporation of Strata Plan 100504

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29 March 2022

Lot 4

4/19 Judith Avenue

Kotara NSW 2289

SUMMARY

Administration Fund Quarterly Contribution	\$602.80
Capital Works Fund Quarterly Contribution	\$137.05
Administration Fund Balance	\$(321.68)
Capital Works Fund Balance	\$2,471.15
Current Special Levy Lot 4 Total Contribution	\$nil
Current Special levy Lot 4 balance due	\$nil

The Capital Works Fund plan prepared by Humby Property Consultants PTY Limited recommends a contribution of \$6,786.00 for financial year 2022.

The current contributions do **NOT** meet the recommended contribution.

Should an unanticipated major expense occur that exhausted the current capital works fund balance then a special levy would be required.

Attitude to Pets

Option A Schedule 3 2016

- (1) An owner or occupier of a lot may keep an animal on the lot, if the owner or occupier gives the owners corporation written notice that it is being kept on the lot.
- (2) The notice must be given not later than 14 days after the animal commences to be kept on the lot.
- (3) If an owner or occupier of a lot keeps an animal on the lot, the owner or occupier must:
 - (a) keep the animal within the lot, &
 - (b) supervise the animal when it is on the common property, &
 - (c) take any action that is necessary to clean all areas of the lot or the common property that are soiled by the animal.

This page is a summary page only.

To gain a more thorough knowledge of the owners corporation this report should be read in its entirety

We apologise for the quality of the images within the report.

The paper records are printed at very low resolution & are copies of copies in some cases.

Strata Nirvana

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2. TITLE DEED:

On 11 October 2021, new changes to the land titles system in NSW were introduced that transitioned NSW away from paper-based processes.

The *Real Property Amendment (Certificates of Title) Act 2021* made several changes to legislation, importantly allowing for the cancellation of certificates of title (CTs) and progressing NSW to 100% electronic lodgement of land transactions.

There are two significant changes from 11 October 2021:

- the cancellation of CTs and the control of the right to deal (CoRD) framework; and
- all land dealings must be lodged electronically. This is referred to as '100% eConveyancing'.

In all instances an Information Notice will issue, which will confirm the dealings registered and date of registration.

The current title search is copied below



Strata Nirvana



LAND
REGISTRY
SERVICES

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

Title Search

Information Provided Through
Triconvey (Reseller)
Ph. 1300 064 452 Fax.

FOLIO: CP/SP100504

SEARCH DATE	TIME	EDITION NO	DATE
22/3/2022	1:12 PM	3	23/3/2020

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 100504
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT KOTARA
LOCAL GOVERNMENT AREA NEWCASTLE
PARISH OF NEWCASTLE COUNTY OF NORTHUMBERLAND
TITLE DIAGRAM SP100504

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 100504
ADDRESS FOR SERVICE OF DOCUMENTS:
C/- CSTM NEWCASTLE
1/22 PORTSIDE CRESCENT
WICKHAM NSW 2293

SECOND SCHEDULE (7 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 H559878 LAND EXCLUDES MINERALS AND IS SUBJECT TO RIGHTS TO MINE
- 3 H559878 COVENANT
- 4 DP30121 EASEMENT FOR DRAINAGE 2.438 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 5 DP30121 EASEMENT FOR DRAINAGE 9.144 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 6 AP984060 CONSOLIDATION OF REGISTERED BY-LAWS
- 7 AP984060 INITIAL PERIOD EXPIRED

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 1000)

STRATA PLAN 100504

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	- 240	2	- 230	3	- 260	4	- 270

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

Strata Nirvana

BOX 30P
(AP984060)



NEW SOUTH WALES
CERTIFICATE OF TITLE
REAL PROPERTY ACT, 1900



TORRENS TITLE REFERENCES

CP/SP100504

EDITION

3

DATE OF ISSUE

23/3/2020

CERTIFICATE AUTHENTICATION CODE

G6MQ-4J-HXTH

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

REGISTRAR GENERAL



Y ATTEMPT TO ALTER THIS CERTIFICATE COULD RESULT IN HEAVY FINES OR IMPRISONMENT (\$141 REAL PROPERTY ACT).

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 100504
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT KOTARA.

LOCAL GOVERNMENT AREA: NEWCASTLE.

PARISH OF NEWCASTLE COUNTY OF NORTHUMBERLAND

TITLE DIAGRAM: SP100504

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 100504

ADDRESS FOR SERVICE OF NOTICES:

C/- CSTM NEWCASTLE

1/22 PORTSIDE CRESCENT

WICKHAM NSW 2293

SECOND SCHEDULE

1. RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
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STRATA PLAN 100504

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	- 240	2	- 230	3	- 260	4	- 270

**** END OF CERTIFICATE ****

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3. STRATA PLAN:

The registered strata plan was inspected.

CP/SP **100504** registered 11 November 2019

The Strata Plan has not been subjected to strata plans of sub-division.

Noted changes to the strata plan are:

- Nil

Number of Lots: 4

Number of Units: 4

Unit entitlements Lot 4 = 270 / 1000

In most strata schemes, the lot owner owns the air space within the unit but not the main structure of the building. Usually the four main walls, the ceiling, roof and the floor are common property. The internal walls within the lot and floor coverings such as carpets and fixtures such as baths, toilet bowls and bench tops are the property of the lot owner.

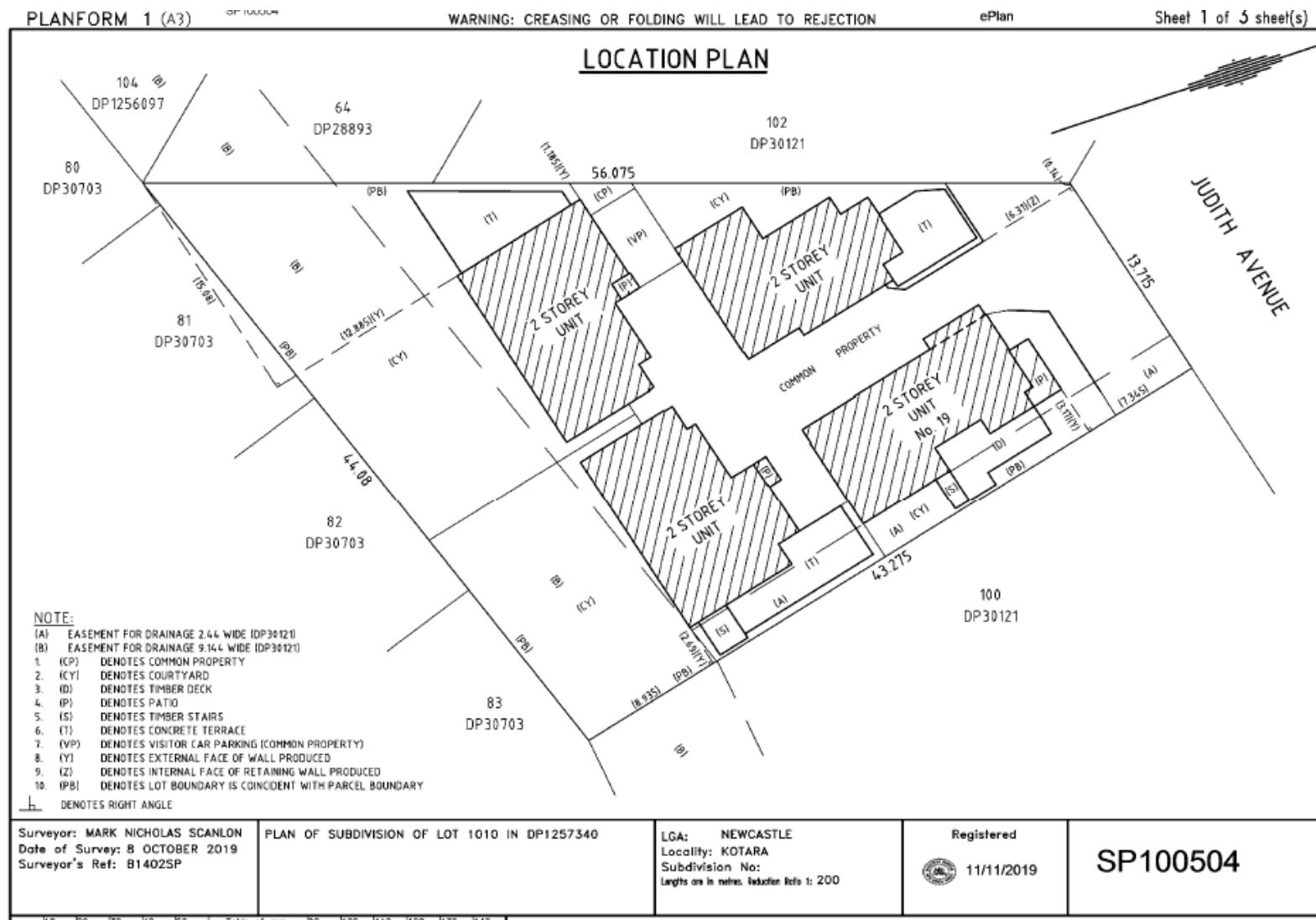
The following is a checklist for common property for plans registered after 1 July 1974:

- Floor including ramps and stairways;
- Boundary walls including any door, window or other structure within the wall and their working parts;
- Ceramic tiles originally attached to the common property surface;
- Pipes in the common property or servicing more than one lot;
- Electrical wiring in the common property or servicing more than one lot;
- Parquet and floor boards originally installed;
- Vermiculite ceilings, plaster ceilings and cornices;
- Magnetite finish on the floor;
- Balcony doors;
- The slab dividing two stories of the same lot or one story from an open space roof area or garden area of a lot (usually – check the strata plan).

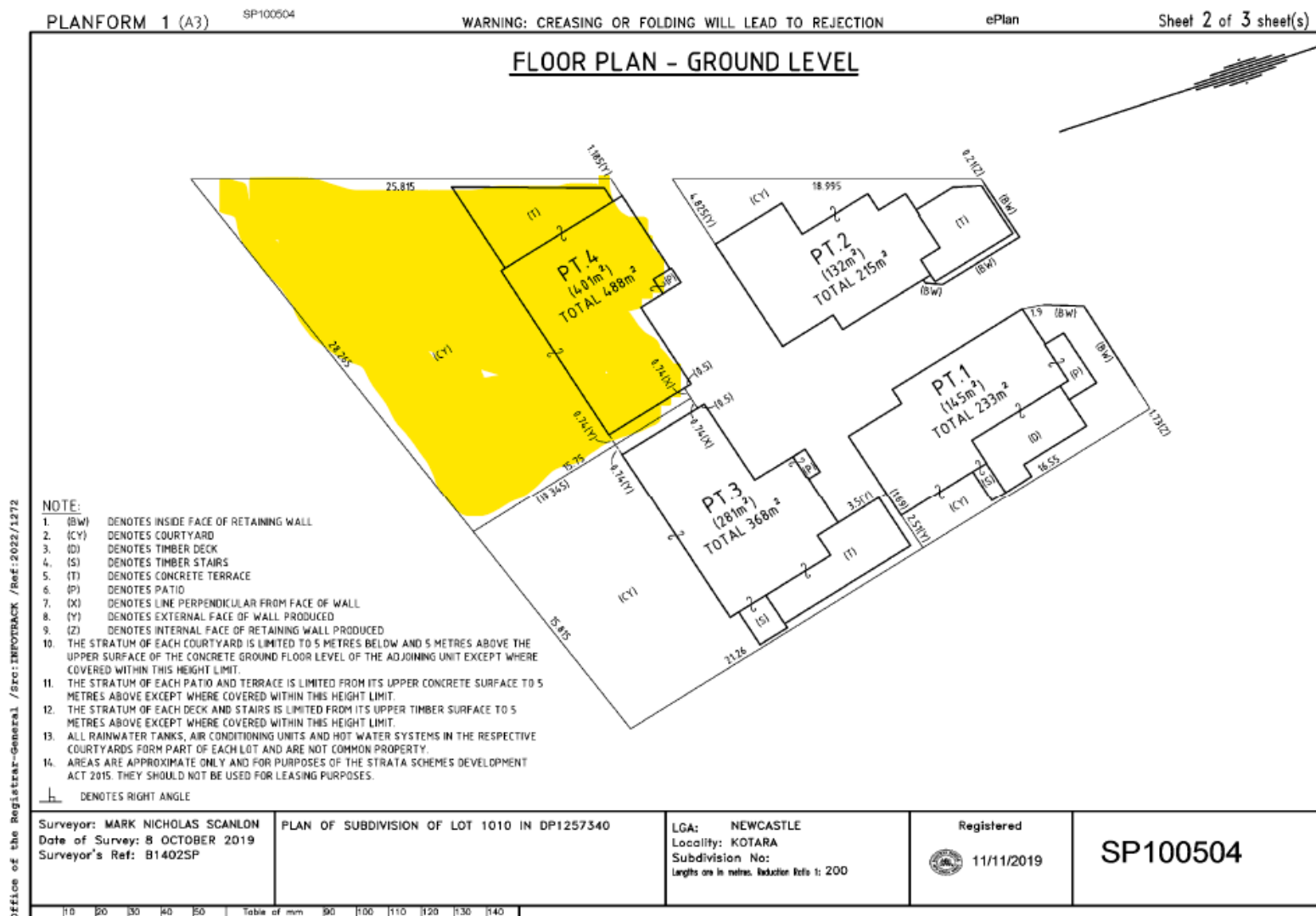
In plans registered between 1 July 1961 and 30 June 1974, if the common property was defined under the 1961 Act as the centre line of walls, floors and ceilings, then as from 1 July 1974, the boundary of that floor, wall or ceiling was then repositioned to be the inner surface of that wall, the upper surface of the floor and the under surface of the ceiling respectively.

The registered strata plan is copied below.

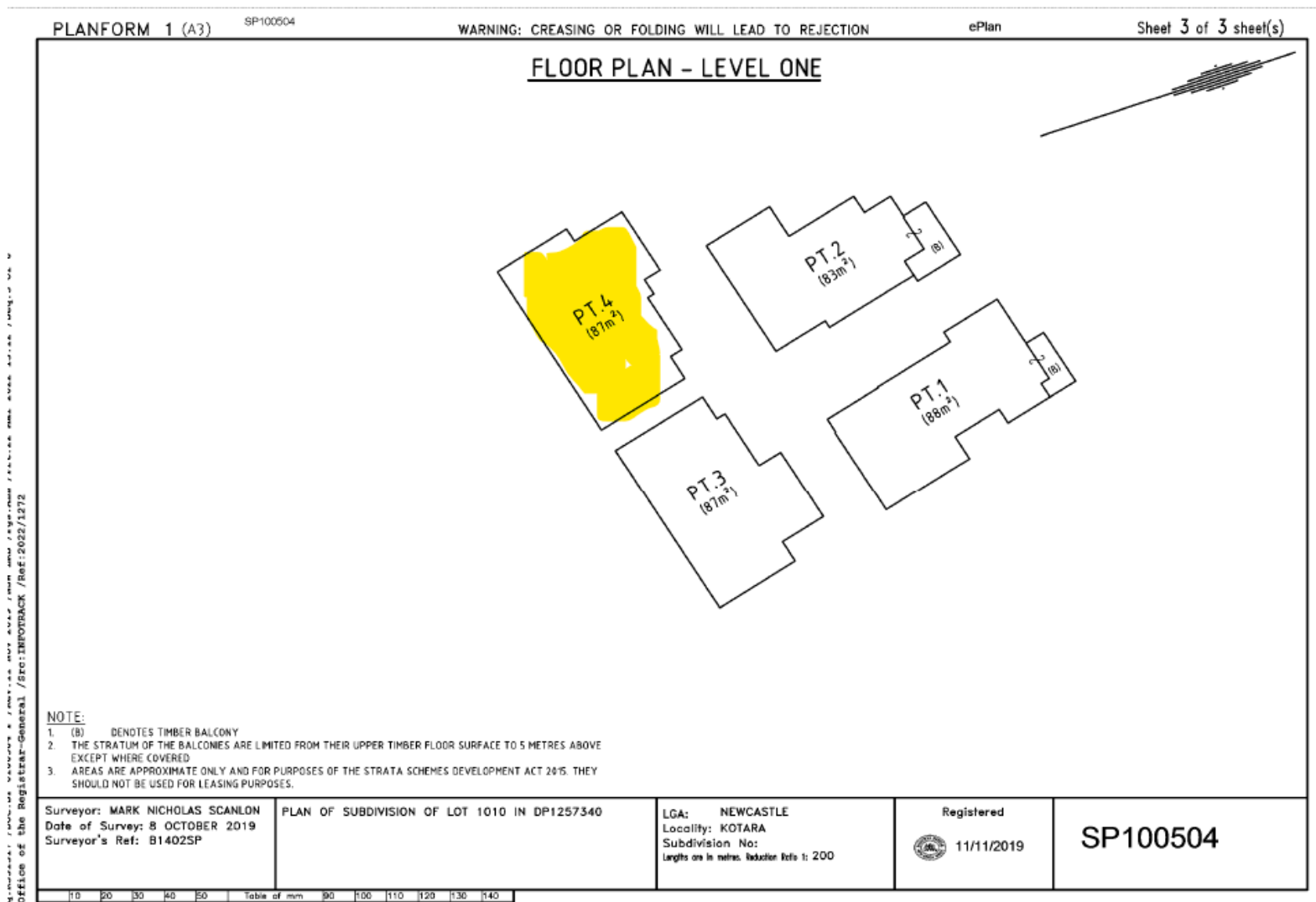
Strata Nirvana



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13. ALL RAINWATER TANKS, AIR CONDITIONING UNITS AND HOT WATER SYSTEMS IN THE RESPECTIVE COURTYARDS FORM PART OF EACH LOT AND ARE NOT COMMON PROPERTY.

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Office of the Registrar-General / SIO: INFORMATION / REF: 2022/1612

SP 100504

SP FORM 3.08 (Annexure)	STRATA PLAN ADMINISTRATION SHEET	Sheet 3 of 3 sheet(s)
Office Use Only		Office Use Only
Registered:  11/11/2019		SP100504

This sheet is for the provision of the following information as required:

- Any information which cannot fit in the appropriate panel of any previous administration sheets
- Statements of intention to create and or release affecting interests in accordance with section 88B Conveyancing Act 1919
- Signatures and seals- see section 22 Strata Schemes Development Act 2015

LOT NUMBER	SUB-ADDRESS NUMBER	ADDRESS NUMBER	ROAD NAME	ROAD TYPE	LOCALITY NAME
C.P.	-	19	JUDITH	AVENUE	KOTARA
1	1	19	JUDITH	AVENUE	KOTARA
2	2	19	JUDITH	AVENUE	KOTARA
3	3	19	JUDITH	AVENUE	KOTARA
4	4	19	JUDITH	AVENUE	KOTARA

ENDORSEMENT by FITZ AND WILLIAM PTY LTD (ACN 608 796 185)

in accordance with Section 127 of the Corporations Act:



TINA KUMAN - SOLE DIRECTOR / SECRETARY

Endorsement on behalf of the NATIONAL AUSTRALIA BANK LIMITED (ACN 004 044 937)

Mortgagee under Mortgage No. AN687344
 Signed at Charlestown this 25 day of October
 2019 for National Australia Bank Limited ABN 12 004 044 937
 by Luke Bird its duly
 appointed Attorney under Power of Attorney No. 39 Book 4512
 Attorney Signature, Level 3 Attorney SEP
 Witness Signature R. J. Al
 Witness Name Boula Scallard
 Witness Address 6 Chapman St, Charlestown

Strata Nirvana

4. MANAGING AGENT:

Details of the Managing Agent are:

Name: Lake Group Property Services PTY LTD
Address: 34 Smith Street
Charlestown NSW 2290
Contact: 02 4942 3305 info@lakegroupstrata.com
Date of appointment: 14 January 2021 for 1 year/s **as expired now quarterly**
Licence Number: 1041666
Licensee in Charge: Paul Frederick Finlay

5. RECORDS OF NOTICES & ORDERS:

- (a) Records are kept of Notices given to the Owners Corporation in accordance with Section 179 of the Strata Schemes Management Act, 2015.
- (b) Records are kept of Orders served on the Owners Corporation in accordance with the Section 179 of the Strata Schemes Management Act, 2015

179 Notices & orders to be kept

An owners corporation must cause the following to be recorded:

- (a) particulars of any notice given to the owners corporation under this or any other Act, any order under this Act given to the owners corporation & any order made by a court or tribunal & given to the owners corporation,
- (b) the date on which it was given & the manner in which it was given,
- (c) the part of the parcel to which it relates,
- (d) the date by which compliance is required,
- (e) the date on which it is complied with.

Maximum penalty: 5 penalty units.

- (c) Particulars of matters discoverable for such notices or orders **which adversely affect** either the Owners Corporation or the subject Lot from the perspective of a purchaser or Mortgagee, are:

- Nil

There was no evidence in the Owners Corporation Records made available for inspection of any orders pursuant to the Strata Schemes Management Act, 2015 having been lodged by any owner or tenant.

Strata Nirvana

6. ADMINISTRATION & CAPITAL WORKS FUND CONTRIBUTIONS

- (a) **Administration Fund Levy:** \$602.80
payable quarterly in advance & at the time of this report were not in arrears
\$(nil) interest on levy arrears \$nil
Arrears are paid by the vendor upon settlement
Capital Works Fund Levy: \$137.05
payable quarterly in advance.

However, a S184 Certificate must be obtained prior to settlement to confirm any possible changes to the subject lot.

81 Owners corporation to set contributions to administrative & capital works funds

- (1) The owners corporation must determine the amounts to be levied as a contribution to the administrative fund & the capital works fund to raise the amounts estimated as needing to be credited to those funds.
- (2) That determination must be made at the same meeting at which those estimated amounts are determined.
- (3) The owners corporation must levy on each person liable for it such a contribution.
- (4) If the owners corporation is subsequently faced with other expenses, it cannot at once meet from either fund, it must levy on each owner of a lot in the strata scheme a contribution to the administrative fund or capital works fund, determined at a general meeting of the owners corporation, in order to meet the expenses.
- (5) A contribution is, if an owners corporation so determines, payable by the regular periodic instalments specified in the determination setting the amount of the contribution.

Intending purchasers may not be aware of the basis on which calculations are determined with regard to the extent of levy applied to a particular lot in accordance with unit entitlements to clarify this matter the following describes the formula: -

The total aggregate of unit entitlement for Strata Plan **100504** is 1000. The last annual Administrative Fund Budget adopted is \$8,930.00. This figure is divisible by the total aggregate of unit entitlement i.e., \$8,930.00 divided by 1000 = \$8.93 which is then divided by the determined payment program i.e. either quarterly, bi-annually or annually which, in this case is **quarterly** & represents \$2.23 per entitlement.

This amount is then multiplied by the unit entitlement attached to Lot **4** the subject of this report, which are 270. It is this prescribed manner that provides the Administration contribution for the subject of this report to the extent referred to above at 6(a).

Capital Works Fund contributions are calculated on the same basis with the most recent Capital Works Fund adopted annual budget reflecting a total of \$2,030.00.

Strata Nirvana

34 Smith Street
CHARLESTOWN
NSW 2290
Phone 02 4942 3305
Fax 02 4942 3243
info@lakegroupstrata.com

Owner Ledger

Start Date: 01/03/2020
End Date: 31/03/2024
Owners: One only



The Owners -- Strata Plan 100504

19 Judith Avenue, KOTARA NSW 2289

Lot 4 Unit 4 Ms Simone Samali

UE / AE: 270.00 / 1,000.00

Levies

Levy no.	Due date	Frequency	Details	Admin Fund		Capital Works Fund		Interest paid	Discount	Levy type	Status	Group
				Due	Paid	Due	Paid					
			Balance brought forward	0.00		0.00						
1	03/02/2021	Once-off	Opening balance arrears	528.82	528.82	29.70	29.70	0.00	0.00%	Standard	Normal	None
2	01/03/2021	Quarterly	Quarterly Admin/Capital Works Levy	602.80	602.80	137.05	137.05	0.00	0.00%	Standard	Normal	None
3	01/06/2021	Quarterly	Quarterly Admin/Capital Works Levy	602.80	602.80	137.05	137.05	0.00	0.00%	Standard	Normal	None
4	01/09/2021	Quarterly	Quarterly Admin/Capital Works Levy	602.80	602.80	137.05	137.05	0.00	0.00%	Standard	Normal	None
5	01/12/2021	Quarterly	Quarterly Admin/Capital Works Levy	602.80	602.80	137.05	137.05	0.00	0.00%	Standard	Normal	None

Current position: Unallocated prepayments \$0.00

Levy arrears & owner invoices due \$0.00

Interest on levy arrears \$0.00

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RESOLVED that the Administrative Fund Budget be amended and approved to the sum of \$8,930.00 as listed below.

Agent Disbursements	440.00
Management Fees - Standard	1,100.00
Management Fees – Schedule B	400.00
Creditor Compliance	120.00
Insurance Premiums	5,000.00
Contract Maintenance – Backflow Device Testing	370.00
Termite Inspection/Pest Control	1,000.00
General Repairs	500.00

Total	\$ 8,930.00
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RESOLVED that the Capital Works Fund budget be approved to the sum of \$2,030.00 as listed below.

ITEM	REPLACE COST \$	LIFE SPAN YRS	ALLOWANCE FOR CURRENT YEAR \$
Garage Doors	4,000.00	25	160.00
Gutters & Downpipes	8,000.00	30	320.00
Painting & Surface Finishes - Ext	10,000.00	8	1,250.00
Fencing	6,000.00	30	200.00
Landscaping	100.00	1	100.00

Total	\$ 2,030.00
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Levies based upon the above sums will be due and payable quarterly as per unit entitlement on the following dates:

01/03/2021	01/06/2021	01/09/2021	01/12/2021
------------	------------	------------	------------

Strata Nirvana

(b) **Current Special Levies are:**

A special levy has not been determined.

Contribution Total: \$nil
Lot 4 Contribution Total: \$nil

Owners should be mindful of Sections 83, 85 & 86 of the SSMA 2015, copied below for your ready reference.

83 Levying of contributions

- (1) An owners corporation levies a contribution required to be paid to the administrative fund or capital works fund by an owner of a lot by giving the owner written notice of the contribution payable.
- (2) Contributions levied by an owners corporation must be levied in respect of each lot & are payable (subject to this section & section 82) by the owners in shares proportional to the unit entitlements of their respective lots.
- (3) Any contribution levied by an owners corporation becomes due & payable to the owners corporation on the date set out in the notice of the contribution. The date must be at least 30 days after the notice is given.
- (4) Regular periodic contributions to the administrative fund & capital works fund of an owners corporation are taken to have been duly levied on an owner of a lot even though notice levying the contributions was not given to the owner.

85 Interest, discounts on contributions & payment plans

- (1) A contribution, if not paid when it becomes due & payable, bears until paid simple interest at an annual rate of 10% or, if the regulations provide for another rate, that other rate.
- (2) Interest is not payable if the contribution is paid not later than one month after it becomes due & payable.
- (3) However, an owners corporation may by resolution determine (either generally or in a particular case) that a contribution is to bear no interest.
- (4) An owners corporation may, by resolution at a general meeting, determine (either generally or in a particular case) that a person may pay 10% less of a contribution levied if the person pays the contribution before the date on which it becomes due & payable.
- (5) An owners corporation may, by resolution at a general meeting, agree to enter into payment plans, either generally or in particular cases, for the payment of overdue contributions. A payment plan is to be limited to a period of 12 months, but a further plan may be agreed to by the owners corporation by resolution.
- (6) The regulations may prescribe requirements for payment plans.
- (7) The existence of a payment plan does not limit any right of the owners corporation to act to recover the amount of unpaid contributions.
- (8) The Tribunal or a court may, on application by an owner, order that no interest is chargeable on a specified contribution if the Tribunal or the court is satisfied that the owners corporation should reasonably have made a determination not to charge interest for the late contribution.

Strata Nirvana

86 Recovery of unpaid contributions & interest

(1) The Tribunal may order the owner of a lot in the strata scheme, or other person, to pay a contribution that is payable by the owner or other person under this Act that is not paid at the end of 1 month after it becomes due & payable, together with any interest payable on that unpaid contribution & the reasonable expenses of the owners corporation incurred in recovering those amounts.

(2) The Tribunal may make an order under subsection (1) only:

- (a) on the application of the owners corporation, &
- (b) if proceedings between the owners corporation & the owner of a lot in the strata scheme or other person are pending before the Tribunal.

(2A) An owners corporation may, without obtaining an order under this section, recover as a debt in a court of competent jurisdiction, a contribution not paid at the end of 1 month after it becomes due & payable, together with any interest payable on that unpaid contribution & the reasonable expenses of the owners corporation incurred in recovering those amounts. Clause 6 of Schedule 4 to the *Civil & Administrative Tribunal Act 2013* provides for the transfer of proceedings between the Tribunal & a court which has jurisdiction (& vice versa) if the parties to the proceedings agree or if the Tribunal or court of its own motion or on the application of a party so directs.

(3) Interest paid or recovered forms part of the fund to which the relevant contribution belongs.

(4) An owners corporation must not take action to recover an amount under this section unless it has given the person against whom the action is to be taken at least 21 days' notice of the action.

(5) The notice of the action must set out the following:

- (a) the amount of the contribution, interest or expenses sought to be recovered,
- (b) the recovery action proposed,
- (c) any other matter prescribed by the regulations for the purposes of this subsection.

Strata Nirvana

(c) **Indication of a special levy in near future:**

There is indication from the records that a Special Levy may be required in the near future.

The balance sheet reveals that as of 28 March 2022 the Capital Works Fund balance was \$2,471.15

The Capital Works Fund plan prepared by Humby Property Consultants PTY Limited recommends a contribution of \$6,786.00 for financial year 2022.

The current contributions do **NOT** meet the recommended contribution.

Should an unanticipated major expense occur that exhausted the current capital works fund balance then a special levy would be required.

That the following increases in the current Administration & Capital Works Fund levies may occur in the near future:

Administration & Capital Works Fund contributions are determined at the annual general meeting by ordinary resolution (simple majority vote).

Purchasers should note that in the case of Administration Fund Contributions it is common/prudent for an annual CPI increase or greater to be resolved at general meeting to accommodate for expected increases in the cost of living. Purchasers should further note that in the case of Capital Works Fund contributions it is not uncommon for an owners corporation to determine to increase Capital Works Fund contributions above those recommended in the Capital Works Fund Plan if they believe the current Capital Works Fund balance to be inadequate to cover costs of future maintenance.

The approximate balance of the Administration Fund is:

\$(321.68) as of 28 March 2022
& held in Managing Agent's Trust Account.

The approximate balance of the Capital Works Fund is:

\$2,471.15 as of 28 March 2022
& held in Managing Agent's Trust Account.

The trust account balance sheet is copied below.

Strata Nirvana

34 Smith Street
CHARLESTOWN
NSW 2290
Phone 02 4942 3305
Fax 02 4942 3243
info@lakegroupstrata.com

Balance Sheet As at 28/03/2022



The Owners -- Strata Plan 100504

19 Judith Avenue, KOTARA NSW 2289

	Current period
Owners' funds	
Administrative Fund	
Operating Surplus/Deficit--Admin	(1,975.01)
Owners Equity--Admin	1,653.33
	<u>(321.68)</u>
Capital Works Fund	
Operating Surplus/Deficit--Capital Works	0.00
Owners Equity--Capital Works	2,471.15
	<u>2,471.15</u>
Net owners' funds	<u><u>\$2,149.47</u></u>
Represented by:	
Assets	
Administrative Fund	
Cash at Bank--Admin	(321.68)
	<u>(321.68)</u>
Capital Works Fund	
Cash at Bank--Capital Works	2,471.15
	<u>2,471.15</u>
Unallocated Money	
Cash at Bank--Unallocated	660.56
	<u>660.56</u>
Total assets	<u><u>2,810.03</u></u>
Less liabilities	
Administrative Fund	
	<u>0.00</u>
Capital Works Fund	
	<u>0.00</u>
Unallocated Money	
Prepaid Levies--Unallocated	660.56
	<u>660.56</u>
Total liabilities	<u><u>660.56</u></u>
Net assets	<u><u>\$2,149.47</u></u>

Strata Nirvana

7. INSURANCES:

Note – Purchasers are reminded of the importance of having their own personal contents insurance to cover such items as carpet, light fittings, painting, wallpaper, blinds, curtains & public liability for their own apartment/unit/villa. If the property is to be tenanted, then it is advisable to obtain Landlords Insurance.

Records made available for inspection provide evidence of the following insurance claims.

The most recent insurance claim being for storm damage dated 26 July 2020

STRATA INSURANCE CLAIM

INSURER

Corp Home Unit Underwriting
PO Box 507
MILSONS POINT NSW 1565

INSURED

The Owners--Strata Plan 100504
19 Judith Ave
KOTARA NSW 2289

ABN: 95 423 304 432 **GST Status:** N
Bank Details: C & S Title Mgmt P/L SP 100504 Trust
Acc: 236496212 **BSB:** 182-222

CSTM Strata Group Contact:

Claim Contact: Rachael McLachlan
T: E: insurance@cstm.com.au
Strata Manager: Scott Tant
T: 02 4041 5219 **E:** scott@cstm.com.au
P: PO Box 268, WICKHAM NSW 2293

Insurer Contact:

Policy No.: HU0000021326
Excess: TBA
Date of Loss: 26/07/2020
Photos Attached: Yes
Site Contact:

Claim Type: Storm damage
Amount of claim: TBA
Claim Number: TBA

Claim Details:

On the 26/07/2020 unit 3 fence received storm damage.

Please find attached photos.

Please find attached All Hill Fencing quote #QN7267 for the amount of \$1,350.00 for scope of works.

Please find attached Rearden Fencing quote #013836 for the amount of \$794.20 for scope of works.

Can you please advise which contractor is best suited to completed repairs.

Signed:

Date: 24/09/2020

Strata Nirvana

Last Building Insurance Valuation – dated 14 March 2020 for \$2,290,000.00.

An extract from the valuation is copied below.

INSURANCE REPORT.

19 Judith Avenue, Kotara NSW 2289 (SP 100504)

**WBP
GROUP**

10 Valuation Certificate

In our opinion, the Insurance Replacement Value of the subject improvements as at the inspection date is:

TWO MILLION TWO HUNDRED & NINETY THOUSAND DOLLARS

(\$2,290,000)

This valuation has been prepared on specific instructions from Community and Strata Title Management for insurance purposes. The report is not to be relied upon by any other person or for any other purpose. We accept no liability to third parties, nor do we contemplate that this report will be relied upon by third parties. We invite other parties who may come into possession of this report to seek our written consent to them relying on this report. We reserve the right to withhold consent or to review the contents of this report in the event that our consent is sought.

It is agreed between the client and *WBP Group* that all valuations are provided in confidence and for the stated purpose herein only.

Neither the whole nor part of this report may be included in any document, circular, statement or other publication without the written approval from the signatory of the form and context in which it will appear.

Wolthers Property Valuers Pty Ltd t/a
WBP Group (Newcastle)



HENRY PAWLIK - FAPI
Certified Practising Valuer 67837

Strata Nirvana

INSURANCE REPORT.

19 Judith Avenue, Kotara NSW 2289 (SP 100504)

WBP
GROUP

5 Improvements

5.1 General Description

The development comprises of four detached two storey dwellings with attached garages and courtyards.

Common property includes driveway, visitor parking and landscape strips.

The assessment has been based on an inspection of Lot 1. The development has a good standard finish in line with a development of this age and type and includes ducted air conditioning.

5.2 Construction Details

Built About:	2019
Floor:	Timber, ground floor on bearers and joists with concrete to garages
External Walls:	Rendered light weight panels and weathertex
Roof:	Colorbond
Windows:	Aluminium
Internal Walls:	Plasterboard

5.3 External

Drive:	Concrete
Paths:	Concrete
Fencing:	Colorbond, timber, metal palings
Landscaping:	Average standard to courtyards and grounds
Other:	Log and concrete retaining walls

Please note that although we have provided an allowance for landscaping in this assessment, it does not cover the cost of replacing mature trees.

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The insurance renewal is next payable 18 November 2022 the current renewal is copied below.



**STRATA COMMUNITY
INSURANCE**

☐ stratacommunityinsure.com.au

T 1300 SCINSURE (1300 724 678)
E myenquiry@scinsure.com.au
P PO Box 631, North Sydney NSW 2059
A Level 10, 124 Walker Street, North Sydney NSW 2060

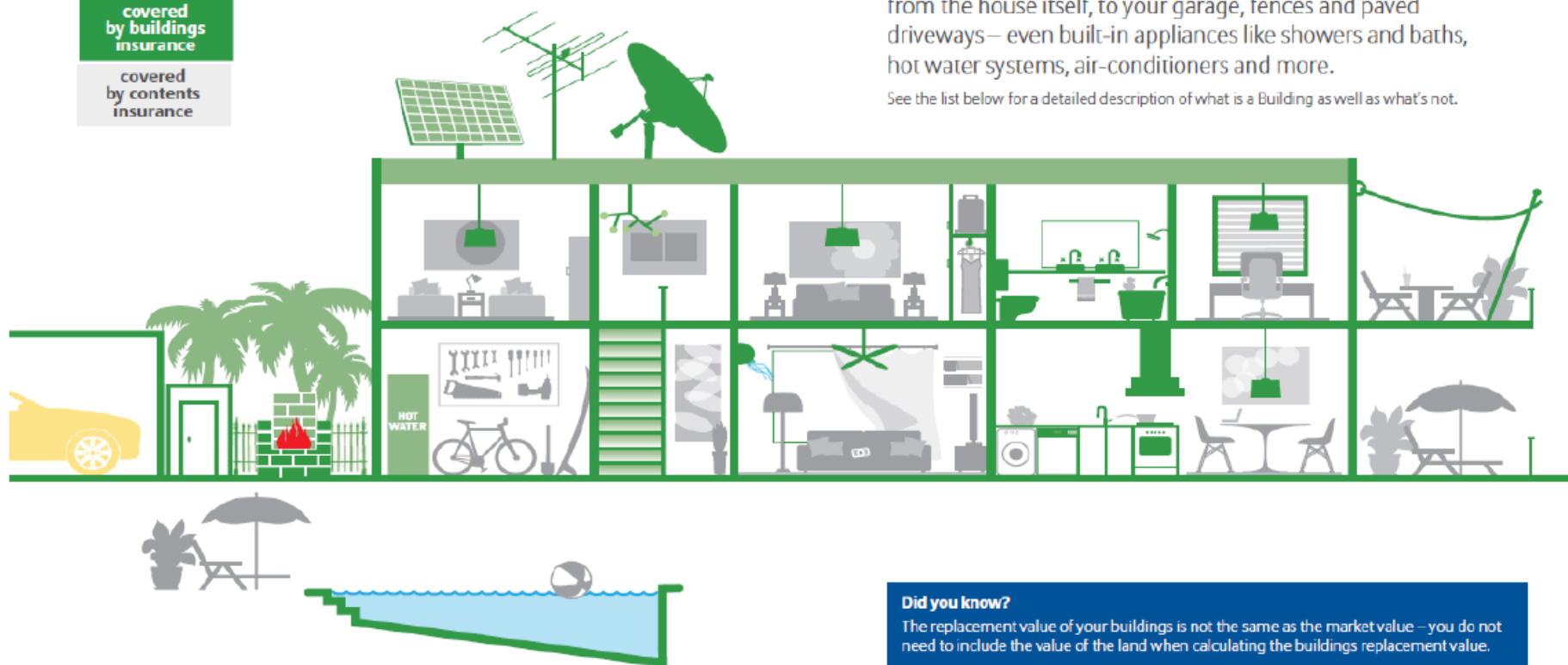
CERTIFICATE OF CURRENCY

THE INSURED			
POLICY NUMBER	NRSC20005880		
PDS AND POLICY WORDING	Residential Strata PDS & Policy Wording SC1034-Policy-RS-PPW-02/2021		
THE INSURED	The Owners - Strata Plan No. 100504		
SITUATION	19 Judith Avenue Kotara NSW 2289		
PERIOD OF INSURANCE	Commencement Date: 4.00pm on 18/11/21 Expiry Date: 4.00pm on 18/11/22		
INTERMEDIARY	Lake Group Strata		
ADDRESS	34 Smith Street Charlestown NSW 2290		
DATE OF ISSUE	16 November 2021		
POLICY LIMITS / SUMS INSURED			
SECTION 1	PART A	1. Building	\$2,400,000
		Common Area Contents	\$24,000
		2. Terrorism Cover under Section 1 Part A2	Applies
	PART B	Loss of Rent/Temporary Accommodation	\$360,000
	OPTIONAL COVERS	1. Flood	Included
SECTION 2	Liability		\$20,000,000
SECTION 3	Voluntary Workers		\$200,000/\$2,000
SECTION 5	Fidelity Guarantee		\$100,000
SECTION 6	Office Bearers' Liability		\$250,000
SECTION 8	Catastrophe		\$360,000
SECTION 9	PART A - Government Audit Costs - Professional Fees		\$25,000
	PART B - Appeal Expenses		\$100,000
	PART C - Legal Defence Expenses		\$50,000
SECTION 10	Lot Owners' Fixtures and Improvements		\$300,000

This certificate of currency has been issued by Strata Community Insurance Agencies Pty Ltd, ABN 72 165 914 009, AFSL 457787 on behalf of the insurer Allianz Australia Insurance Limited, ABN 15 000 122 850, AFSL 234708 and confirms that on the Date of Issue a policy existed for the Period of Insurance and sums insured shown herein. The Policy may be subsequently altered or cancelled in accordance with its terms after the Date of Issue of this notice without further notice to the holder of this notice. It is issued as a matter of information only and does not confer any rights on the holder or any noted interested parties. This certificate does not amend, extend, replace, negate or override the benefits, terms, conditions and exclusions as described in the Schedule documents together with the Product Disclosure Statement and insurance policy wording.

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Buildings



Strata Nirvana

Contents

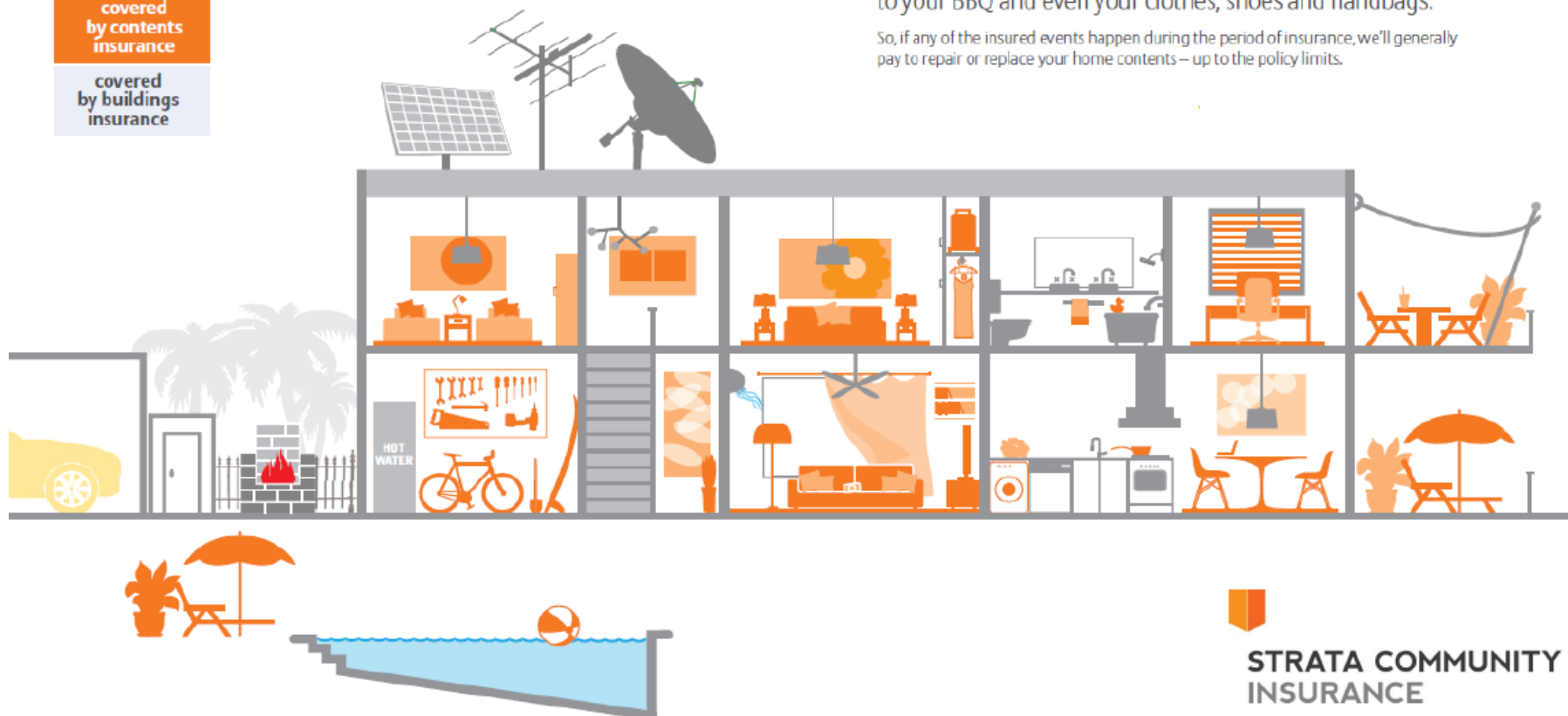
covered
by contents
insurance

covered
by buildings
insurance

Contents > What's covered?

Contents insurance protects the belongings you have at the insured address: from your furniture, carpet and appliances to your BBQ and even your clothes, shoes and handbags.

So, if any of the insured events happen during the period of insurance, we'll generally pay to repair or replace your home contents – up to the policy limits.



**STRATA COMMUNITY
INSURANCE**

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8. BY-LAWS:

- (a) The following By-Law/s have been resolved at general meeting but not registered in accordance with section 141 of the Strata Schemes Management Act 2015 at the time of this report.

- **No by-laws are noted as remaining unregistered at the time of this report**

141 Procedure for changes to by-laws

(1) An owners corporation may, in accordance with a special resolution of the owners corporation, change the by-laws of the strata scheme.

(2) A change to the by-laws of a strata scheme has no effect until:

- (a) the owners corporation has lodged a notification with the Registrar-General in the manner approved by the Registrar-General, &
- (b) the Registrar-General has made an appropriate recording of the notification in the folio of the Register for the common property.

(3) The secretary of the owners corporation must keep a consolidated up to date copy of the by-laws for the strata scheme.

(4) A notification cannot be lodged in the Registrar-General's office more than 6 months after the passing of the resolution to make the by-law.

- (b) **The Owners Corporation attitude to the keeping of animals is option**

A: 5 Keeping of Animals

Option A schedule 3 2016

(1) An owner or occupier of a lot may keep an animal on the lot, if the owner or occupier gives the owners corporation written notice that it is being kept on the lot.

(2) The notice must be given not later than 14 days after the animal commences to be kept on the lot.

(3) If an owner or occupier of a lot keeps an animal on the lot, the owner or occupier must:

- (a) keep the animal within the lot, &
- (b) supervise the animal when it is on the common property, &
- (c) take any action that is necessary to clean all areas of the lot or the common property that are soiled by the animal.

- (c) **Information (if applicable) as relating the rights of exclusive use & enjoyment of common property are listed below.**

- Approval Lot 3 fence 29.03.2022
- No exclusive use by-laws are noted

Strata Nirvana

(d) The Owners Corporation registered by-laws are copied below:

Reg:R531334 /Doc:DL AP984060 /Rev:24-Mar-2020 /NSW LRS /Tps:ALL /Prt:22-Mar-2022 13:14 /Seq:1 of 16
© Office of the Registrar-General /Src:INFOTRACK /Ref:2022/1272

Form: 15CH
Release: 2-1

CONSOLIDATION/ CHANGE OF BY-LAWS

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



AP984060M

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

(A) TORRENS TITLE	For the common property CP/SP100504	
(B) LODGED BY	Document Collection Box 30P	Name, Address or DX, Telephone, and Customer Account Number if any KANE'S REGISTRATION 123818C Reference: CTM-SP100504
		CODE CH

- (C) The Owners-Strata Plan No. 100504 certify that a special resolution was passed on 21/2/2020
- (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. NOT APPLICABLE
Added by-law No. SPECIAL BY-LAW #1
Amended by-law No. NOT APPLICABLE
as fully set out below:
ANNEXURE 'A' - APPROVED 10 FORM
ANNEXURE 'B' - CONSOLIDATED BY-LAWS

(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 'B'

(G) The seal of The Owners-Strata Plan No. 100504 was affixed on 17/3/2020 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: *H Sheehan*
Name: HANNAH SHEEHAN
Authority: STRATA MANAGER



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Schedule 3 Model by-laws for residential strata schemes

(Clause 37)

Note. These by-laws do not apply to a strata scheme unless they are adopted by the owners corporation for the strata scheme or lodged with the strata plan.

1 Vehicles

An owner or occupier of a lot must not park or stand any motor or other vehicle on common property, or permit a motor vehicle to be parked or stood on common property, except with the prior written approval of the owners corporation or as permitted by a sign authorised by the owners corporation.

2 Changes to common property

(1) An owner or person authorised by an owner may install, without the consent of the owners corporation:

(a) any locking or other safety device for protection of the owner's lot against intruders or to improve safety

within the owner's lot, or

(b) any screen or other device to prevent entry of animals or insects on the lot, or

(c) any structure or device to prevent harm to children.

(2) Any such locking or safety device, screen, other device or structure must be installed in a competent and proper manner and must have an appearance, after it has been installed, in keeping with the appearance of the rest of the building.

(3) Clause (1) does not apply to the installation of any thing that is likely to affect the operation of fire safety

devices in the lot or to reduce the level of safety in the lots or common property.

(4) The owner of a lot must:

(a) maintain and keep in a state of good and serviceable repair any installation or structure referred to in

clause (1) that forms part of the common property and that services the lot, and

(b) repair any damage caused to any part of the common property by the installation or removal of any

locking or safety device, screen, other device or structure referred to in clause (1) that forms part of the

common property and that services the lot.

3 Damage to lawns and plants on common property

An owner or occupier of a lot must not, except with the prior written approval of the owners corporation:

(a) damage any lawn, garden, tree, shrub, plant or flower being part of or situated on common property, or

(b) use for his or her own purposes as a garden any portion of the common property.

4 Obstruction of common property

An owner or occupier of a lot must not obstruct lawful use of common property by any person except on a temporary and non-recurring basis.

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5 Keeping of animals

Note. Select option A or B. If no option is selected, option A will apply.

Option A

(1) An owner or occupier of a lot may keep an animal on the lot, if the owner or occupier gives the owners

corporation written notice that it is being kept on the lot.

(2) The notice must be given not later than 14 days after the animal commences to be kept on the lot.

(3) If an owner or occupier of a lot keeps an animal on the lot, the owner or occupier must:

(a) keep the animal within the lot, and

(b) supervise the animal when it is on the common property, and

(c) take any action that is necessary to clean all areas of the lot or the common property that are soiled by the animal.

6 Noise

An owner or occupier of a lot, or any invitee of an owner or occupier of a lot, must not create any noise on a lot

or the common property likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or

of any person lawfully using common property.

7 Behaviour of owners, occupiers and invitees

(1) An owner or occupier of a lot, or any invitee of an owner or occupier of a lot, when on common property

must be adequately clothed and must not use language or behave in a manner likely to cause offence or

embarrassment to the owner or occupier of another lot or to any person lawfully using common property.

(2) An owner or occupier of a lot must take all reasonable steps to ensure that invitees of the owner or occupier:

(a) do not behave in a manner likely to interfere with the peaceful enjoyment of the owner or occupier of

another lot or any person lawfully using common property, and

(b) without limiting paragraph (a), that invitees comply with clause (1).

8 Children playing on common property

(1) Any child for whom an owner or occupier of a lot is responsible may play on any area of the common

property that is designated by the owners corporation for that purpose but may only use an area designated

for swimming while under adult supervision.

(2) An owner or occupier of a lot must not permit any child for whom the owner or occupier is responsible,

unless accompanied by an adult exercising effective control, to be or remain on common property that is a

laundry, car parking area or other area of possible danger or hazard to children.

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9 Smoke penetration

Note. Select option A or B. If no option is selected, option A will apply.

Option A

(1) An owner or occupier, and any invitee of the owner or occupier, must not smoke tobacco or any other substance on the common property.

(2) An owner or occupier of a lot must ensure that smoke caused by the smoking of tobacco or any other substance by the owner or occupier, or any invitee of the owner or occupier, on the lot does not penetrate to the common property or any other lot.

10 Preservation of fire safety

The owner or occupier of a lot must not do any thing or permit any invitees of the owner or occupier to do any thing on the lot or common property that is likely to affect the operation of fire safety devices in the parcel or to reduce the level of fire safety in the lots or common property.

11 Storage of inflammable liquids and other substances and materials

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

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

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12 Appearance of lot

- (1) The owner or occupier of a lot must not, without the prior written approval of the owners corporation, maintain within the lot anything visible from outside the lot that, viewed from outside the lot, is not in keeping with the rest of the building.
- (2) This by-law does not apply to the hanging of any clothing, towel, bedding or other article of a similar type in accordance with by-law 14.

13 Cleaning windows and doors

- (1) Except in the circumstances referred to in clause (2), an owner or occupier of a lot is responsible for cleaning all interior and exterior surfaces of glass in windows and doors on the boundary of the lot, including so much as is common property.
- (2) The owners corporation is responsible for cleaning regularly all exterior surfaces of glass in windows and doors that cannot be accessed by the owner or occupier of the lot safely or at all.

14 Hanging out of washing

- (1) An owner or occupier of a lot may hang any washing on any lines provided by the owners corporation for that purpose. The washing may only be hung for a reasonable period.
- (2) An owner or occupier of a lot may hang washing on any part of the lot other than over the balcony railings. The washing may only be hung for a reasonable period.
- (3) In this by-law: *washing* includes any clothing, towel, bedding or other article of a similar type.

15 Disposal of waste—bins for individual lots [applicable where individual lots have bins]

- (1) An owner or occupier of a lot must not deposit or throw on the common property any rubbish, dirt, dust or other material or discarded item except with the prior written approval of the owners corporation.
- (2) An owner or occupier of a lot must not deposit in a toilet, or otherwise introduce or attempt to introduce into the plumbing system, any item that is not appropriate for any such disposal (for example, a disposable nappy).
- (3) An owner or occupier must:
- (a) comply with all reasonable directions given by the owners corporation as to the disposal and storage of waste (including the cleaning up of spilled waste) on common property, and
 - (b) comply with the local council's guidelines for the storage, handling, collection and disposal of waste.
- (4) An owner or occupier of a lot must maintain bins for waste within the lot, or on any part of the common property that is authorised by the owners corporation, in clean and dry condition and appropriately covered.
- (5) An owner or occupier of a lot must not place anything in the bins of the owner or occupier of any other lot except with the permission of that owner or occupier.
- (6) An owner or occupier of a lot must place the bins within an area designated for collection by the owners corporation not more than 12 hours before the time at which waste is normally collected and, when the waste has been collected, must promptly return the bins to the lot or other area authorised for the bins.
- (7) An owner or occupier of a lot must notify the local council of any loss of, or damage to, bins provided by the local council for waste.
- (8) The owners corporation may give directions for the purposes of this by-law by posting signs on the common property with instructions on the handling of waste that are consistent with the local council's requirements or giving notices in writing to owners or occupiers of lots.
- (9) In this by-law: *bin* includes any receptacle for waste. *waste* includes garbage and recyclable material.

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16 Disposal of waste—shared bins [applicable where bins are shared by lots]

- (1) An owner or occupier of a lot must not deposit or throw on the common property any rubbish, dirt, dust or other material or discarded item except with the prior written approval of the owners corporation.
- (2) An owner or occupier of a lot must not deposit in a toilet, or otherwise introduce or attempt to introduce into the plumbing system, any item that is not appropriate for any such disposal (for example, a disposable nappy).
- (3) An owner or occupier must:
- (a) comply with all reasonable directions given by the owners corporation as to the disposal and storage of waste (including the cleaning up of spilled waste) on common property, and
 - (b) comply with the local council's guidelines for the storage, handling, collection and disposal of waste.
- (4) The owners corporation may give directions for the purposes of this by-law by posting signs on the common property with instructions on the handling of waste that are consistent with the local council's requirements or giving notices in writing to owners or occupiers of lots.
- (5) In this by-law:
- bin** includes any receptacle for waste.
 - waste** includes garbage and recyclable material.

17 Change in use or occupation of lot to be notified

- (1) An occupier of a lot must notify the owners corporation if the occupier changes the existing use of the lot.
- (2) Without limiting clause (1), the following changes of use must be notified:
- (a) a change that may affect the insurance premiums for the strata scheme (for example, if the change of use results in a hazardous activity being carried out on the lot, or results in the lot being used for commercial or industrial purposes rather than residential purposes),
 - (b) a change to the use of a lot for short-term or holiday letting.
- (3) The notice must be given in writing at least 21 days before the change occurs or a lease or sublease commences.

18 Compliance with planning and other requirements

- (1) The owner or occupier of a lot must ensure that the lot is not used for any purpose that is prohibited by law.
- (2) The owner or occupier of a lot must ensure that the lot is not occupied by more persons than are allowed by law to occupy the lot.

19 Minor Renovations

The Owners Corporation in accordance with Section 110 (6)(b) of the Strata Schemes Management Act 2015 delegates the authority to approve Minor Renovations to the Strata Committee.

20 Hunter Water Corporation

- (1) In this By- Law the following provisions apply:
- Accessible** means the unfettered and unencumbered ability of Hunter Water to access the master meter and the Sub meters for reading and recording purposes.
-

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Automated Meter Reading means the system to be developed by Hunter Water for implementation in the future as another means of reading meters.

Common Property has the same meaning as in the Strata Schemes Management Act 2015 (NSW).

Hunter Water means Hunter Water Corporation, a public authority within the meaning given to that term in the Strata Schemes Management Act 2015 (NSW) and a State

Owned Corporations Act 1991 (NSW) its successors and assigns.

Hunter Water Design Criteria means the Hunter Water design criteria as varied from time to time.

Lot has the same meaning as in the Strata Schemes Development Act 2015 (NSW).

Occupier means any person in lawful occupation of the Lot.

Owner means the registered proprietor for the time being of any Lot, their successors and assigns.

Owners Corporation means a corporation constituted under section 8 of the Strata Schemes Management Act 2015 (NSW).

Sub meter means the sub meter installed for each Lot to records the amount of water used by each Owner or Occupier.

(2) All Owners and Occupier of Lots must:

- a) Ensure all water connections (including the water meter assembly) are approved by Hunter Water and are installed in accordance with Hunter Water Design Criteria and ensure that all water connections including the water meter assembly are repaired and maintained at the sole expense of the Owner as required by Hunter Water (acting reasonably) from time to time;
 - b) Modify the water meter assembly when necessary or required to do so by Hunter Water to comply with Hunter Water Design Criteria;
 - c) Ensure that the water meter assembly is situated as close as possible to the street boundary of the Lot or in an accessible location on the Common Property and is Accessible at all times;
-

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- d) Ensure that the water meter assembly is not installed behind fences or in an enclosed area of confined space;
- e) Ensure that the position of the water meter assembly minimises the risk of harm to Hunter Water employees/contractors. This includes the hazards such as pets, overgrown vegetation or any other obstruction in the vicinity of the water meter which would prevent safe access to the meter for reading and maintenance.
- f) Pay any account raised by Hunter Water from a reading of the Sub meter, in accordance with Hunter Water's Customer Contract.
- g) Comply with any request by Hunter Water to upgrade the water meter assembly to enable Hunter Water to implement Automated Meter Reading, promptly when requested to do so.
- h) when requested to do so by either the Owners Corporation or Hunter Water, promptly provide access to any water meter or associated water equipment situated within the Lot to Hunter Water's authorised personnel or personnel authorised by the Owners Corporation to allow those personnel to read any water meter, inspect all water connections including the water meter assembly and, if reasonably required by Hunter Water and subject to the Owner's obligations under paragraph (a) above carry out repair and maintenance work upon those items;

(3) Either the Owners Corporation or Hunter Water may give a notice to the Owner or Occupier of a Lot requiring the Owner or Occupier to comply with the terms of this by-law. If any Owner or Occupier fails to comply with any requirement relating to access to the Lot or any part of the Lot or repair and maintenance of the Hunter Water meter, the meter assembly or any water equipment within a reasonable time after receipt of a notice requiring compliance, the Owners Corporation or Hunter Water may take such steps as may be reasonable to secure such access or to carry out the relevant repair and maintenance at the expense of the Owner or Occupier of the Lot.

21 Hot Water Systems and Air Conditioning Units in Common Property

The Air Conditioning Units and Hot Water Systems attached to the outside wall of lots form part of those respective lots. The Air Conditioning and Hot Water Systems are not common property.

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SPECIAL BY-LAW NO. 1 SOLAR PANELS

PART 1.1 GRANT OF RIGHT

1.1 The Owner has the special privilege to carry out the Works at its own cost subject to Part 3 of this by-law.

PART 1.2 THIS BY-LAW TO PREVAIL

1.2

(a) Notwithstanding anything contained in the by-laws applicable to the scheme, the Owner may (at the Owner's cost and to remain the Owner's fixture) carry out the Works subject to the terms and conditions contained in Part 3 of this by-law.

(b) If there is any inconsistency between this by-law and any other by-law applicable to the scheme, then the provisions of this by-law shall prevail to the extent of that inconsistency.

PART 2 DEFINITIONS & INTERPRETATION

2.1 In this by-law, unless the context otherwise requires:

"Act " means the Strata Schemes Management Act , 1996 (NSW).

"Authority" means any government, semi-government , statutory, public or other authority having any jurisdiction over the Building or the Lot including the Council.

"Building" means the building situated at 19 Judith Ave Kotara

"Council" means Lake Macquarie City Council.

"Essential Work" means any essential maintenance, repair, replacement, upgrading, or emergency works that the Owners Corporation is required to do under section 65(1) of the Act or any other law to any part of the common property roof or other structures or services.

"Insurance" means:

(a) contractors all risk insurance including public liability for an amount of \$20,000,000;

(b) insurance required under the Home Building Act, 1989 (if required); and

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(c) workers compensation insurance.

"Lot" means any lot in strata plan no 85886.

"Owner" means the owner of the respective Lot .

"Owners Corporation" means the owners corporation created by the registration of strata plan no. 100504

"Works" means the works to the Lot and the common property for and in connection with the installation of solar panels to the common property roof area of the Building for hot water and/or electricity to exclusively service the respective Lot .

2.2 In this by-law, unless the context otherwise requires:

- (a) the singular includes plural and vice versa;
- (b) any gender includes the other genders;
- (c) any terms in this by-law will have the same meaning as those defined in the Act;
- (d) references to legislation include references to amending and replacing legislation; and
- (e) reference to the Owner in this by-law includes any of the Owner's executors, administrators, successors, permitted assigns or transferees.

PART 3 CONDITIONS

PART 3.1 Before commencement

3.1.1 Before commencement of the Works the Owner must:

- (a) obtain the approval of the location, type and size (including number of panels) of the Works from the Owners Corporation, such approval to consider the conditions and restrictions of this by-law and not to be unreasonably withheld;
- (b) provide to the Owners Corporation copies of plans and diagrams of the Works including specifications for their installation;
- (c) obtain all necessary approvals from any Authorities and provide a copy to the Owners Corporation;
- (d) - Type of insurance assumed to be:
 - Contractors all risk insurance including public liability for an amount of \$10 million
 - Workers compensation insurance by the builder (installer)
 - Insurance required under the Home Building Act , 1989 (if required)



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- With regards to the last point, the Owner is responsible for the solar panels after installation (as per Clause 3.4, 3.5 and 3.6). Apart from the Owners Corporation Strata building insurance covering the common areas, separate building insurance by the Owner is not mandatory.

(e) provide the Owners Corporations nominated representative(s) access to inspect the Lot within forty-eight (48) hours of any request from the Owners Corporation.

3.1.2 All Works so installed must:

(a) be compliant with any specifications set down by the Owners Corporation from time to time in respect of the Works and by any Authority including:

- (i) the types of materials to be used;
- (ii) the location of the Works;
- (iii) the proposed method of installation; and
- (iv) specifications for any rating, type, and or size; and

2. be manufactured to specifications for domestic/residential use.

PART 3.2 During installation

3.2 Whilst the Works are in progress the Owner must:

- (a) use duly licensed employees, contractors or agents to conduct the Works;
- (b) ensure the Works are conducted in a proper and workmanlike manner and comply with the current Australian Building Codes and Standards;
- (c) use reasonable endeavours to cause as little disruption as possible;
- (d) perform the Works during times reasonably approved by the Owners Corporation;
- (e) perform the Works within a period of one (1) month from their commencement or such other period as reasonably approved by the Owners Corporation;
- (f) transport any construction materials, equipment and debris (if any) in the manner reasonably directed by the Owners Corporation;
- (g) protect all affected areas of the Building outside the Owner's Lot (including common property and other Lots) from damage relating to the Works or the transportation of construction materials, equipment and debris;
- (h) ensure that the Works do not interfere with or damage the common property or the property of any other owner other than as approved in this by-law and if this occurs, the Owner must rectify that interference or damage within a reasonable period of time at the Owner's own cost;



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- (i) provide the Owners Corporations nominated representative(s) access to inspect the Lot within forty-eight (48) hours of any request from the Owners Corporation (for clarity more than one inspection may be required); and
- (j) not vary the Works approved under this by-law without first obtaining the consent in writing from the Owners Corporation.

PART 3.3 After installation

3.3.1 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 any lot and common property caused by the Works and not permitted by this by-law has been rectified;
- (c) provide the Owners Corporation with a copy of any certificate or certification required by an Authority to the Works;
- (d) provide the Owners Corporation within 14 days of the Owners Corporations request , certification from a suitably qualified engineer(s) approved by the Owners Corporation that the Works or works required to rectify any damage to any Lot or common property have been completed in accordance with the terms of this by-law; and
- (e) provide the Owners Corporations nominated representative(s) access to inspect the Lot within forty-eight (48) hours of any request from the Owners Corporation to assess compliance with his by-law or any consents provided under this by-law from time to time.

3.3.2 The Owners Corporation's right to access the Lot arising under this by-law expires once it is reasonably satisfied that paragraphs (a) to (e) immediately above have been complied with.

PART 3.4 Ownership

3.4 Any Works installed will always remain the property of the Owner.

PART 3.5 Essential Works

3.5

- (a) In the event that the Owners Corporation is required to carry out Essential Works which may affect the Works, the Owners Corporation shall give prior notice to the Owner (emergencies excepted) and the Owner shall remove at its own cost the Works within such time as directed by the Owners Corporation and reinstate the Works, at its own cost upon completion, from time to time, of Essential Works by the Owners Corporation.
-

Strata Nirvana

(b) Where an Owner fails to remove the Works as contemplated by paragraph (a) above, the Owner accepts full responsibility for any loss, damage to or destruction of the Works or any part of them caused by the Owners Corporation (or its officers, employees, contractors or agents) carrying out Essential Works.

(c) The Owner acknowledges that the Owners Corporation shall have no obligation whatsoever to repair or reinstall any Works damaged or destroyed by Essential Works where the Owner or Occupier is in breach of clause 3.5(a) and 3.5(d).

(d) No Owner or Occupier shall impede, inhibit, refuse, interfere with, restrict, hinder or obstruct the Owners Corporation (or its officers, employees, contractors or agents) lawful entry, access, penetration to or removal of all or any part of the Works to carry out Essential Works to the common property which may be attached to, in, under or above the Works.

PART 3.6 Enduring rights and obligations

3.6 The Owner shall:

(a) maintain, upkeep and replace, if necessary, the Works at the Owner's own cost;

(b) maintain and upkeep those parts of the common property in contact with the Works at the Owner's own cost;

(c) remain liable for any damage to the property of any other Lot owner or common property (including the Owner's Lot) arising out of the Works;

(d) indemnify and keep indemnified the Owners Corporation against any costs, loss or damage suffered by the Owners Corporation whatsoever arising out of or in connection with the Works, including (but not limited to):

(i) any loss or damage suffered by the Owners Corporation as a result of any damage to common property or the property of any other Lot owner other than as approved in this by-law; and

(ii) their installation, use and/or damage to or destruction of the Works caused by the Owners Corporation, its officers, employees, contractors or agents carrying out any Essential Works where the Owner or Occupier is in breach of clause 3.5(a) or 3.5(d); and

(e) repair and/or reinstate the common property or personal property of the Owners Corporation to its original condition if the Works are removed at the Owner's own cost.

Strata Nirvana

9. BOOKS OF ACCOUNT:

The Owners Corporation resolved at the last annual general meeting 14 January 2021 resolved not to appoint an independent auditor.

Taxation returns are not lodged if/as required by the Australian Taxation Office.

ABN: 95 423 304 432

The owners corporation is not currently GST registered.

Financial Year End 31 December each year.

Books of account are kept. Please note that no attempt has been made to ascertain whether the Managing Agent has complied with the detailed accounting requirements of the Property, Stock & Business Agents Act 2002. An additional inspection would be necessary to enable us to report on those requirements.

If any Income is derived from common property e.g. Mobile Phone Carriers/Leases &/or development/sale of common property/solar generated electricity, then this Income under tax ruling 2005 is deemed to be the Owners/taxable & has to be split between Owners per unit entitlement

Enclosed for your reference is a copy of the Financial Report for the period ending 28 March 2022

Strata Nirvana

34 Smith Street
CHARLESTOWN
NSW 2290
Phone 02 4942 3305
Fax 02 4942 3243
info@lakegroupstrata.com

Detailed Expenses for the financial year from 01/01/2022 to 28/03/2022



The Owners -- Strata Plan 100504		19 Judith Avenue, KOTARA NSW 2289						
Date	Details	Payee	Group	Amount	Status	Type	Ref.No.	Payment No.
Administrative Fund								
Admin--Accountancy Fees 11								
24/03/2022	Non Lodgement - 2021	WSC Group Nctle		27.50	Paid	DE	100504-Tax-2 021	000020
				<u>\$27.50</u>				
Admin--Agent Disbursements 33								
13/01/2022	Disbursements January 2022	Lake Group Property Services P/L - Business Acct		75.00	Paid	DE		000016
15/03/2022	Disbursements March 2022	Lake Group Property Services P/L - Business Acct		13.50	Paid	DE		000019
				<u>\$88.50</u>				
Admin--Management Fees--Standard 32								
13/01/2022	Standard Management Fee January 2022	Lake Group Property Services P/L - Business Acct		91.67	Paid	DE		000016
15/02/2022	Standard Management Fee February 2022	Lake Group Property Services P/L - Business Acct		91.67	Paid	DE		000017
15/03/2022	Standard Management Fee March 2022	Lake Group Property Services P/L - Business Acct		91.67	Paid	DE		000019
				<u>\$275.01</u>				
Maint Bldg--Pest/Vermin Control 36								
01/03/2022	Termite inspection + General pest spray	Remedy Pest Solutions		1,584.00	Paid	DE	1207	000018
				<u>\$1,584.00</u>				
Total expenses				<u>\$1,975.01</u>				

Strata Nirvana

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Fax 02 4942 3243
info@lakegroupstrata.com

Balance Sheet As at 31/12/2021



The Owners -- Strata Plan 100504

19 Judith Avenue, KOTARA NSW 2289

	Current period	Previous year
Owners' funds		
Administrative Fund		
Operating Surplus/Deficit--Admin	948.55	0.00
Owners Equity--Admin	704.78	0.00
	<u>1,653.33</u>	<u>0.00</u>
Capital Works Fund		
Operating Surplus/Deficit--Capital Works	2,030.21	0.00
Owners Equity--Capital Works	440.94	0.00
	<u>2,471.15</u>	<u>0.00</u>
Net owners' funds	<u>\$4,124.48</u>	<u>\$0.00</u>
Represented by:		
Assets		
Administrative Fund		
Cash at Bank--Admin	1,653.33	0.00
	<u>1,653.33</u>	<u>0.00</u>
Capital Works Fund		
Cash at Bank--Capital Works	2,471.15	0.00
	<u>2,471.15</u>	<u>0.00</u>
Unallocated Money		
Cash at Bank--Unallocated	2.96	0.00
	<u>2.96</u>	<u>0.00</u>
Total assets	<u>4,127.44</u>	<u>0.00</u>
Less liabilities		
Administrative Fund		
	<u>0.00</u>	<u>0.00</u>
Capital Works Fund		
	<u>0.00</u>	<u>0.00</u>
Unallocated Money		
Prepaid Levies--Unallocated	2.96	0.00
	<u>2.96</u>	<u>0.00</u>
Total liabilities	<u>2.96</u>	<u>0.00</u>
Net assets	<u>\$4,124.48</u>	<u>\$0.00</u>

Strata Nirvana

34 Smith Street
CHARLESTOWN
NSW 2290
Phone 02 4942 3305
Fax 02 4942 3243
info@lakegroupstrata.com

Income & Expenditure Statement for the financial year to 31/12/2021



The Owners -- Strata Plan 100504

19 Judith Avenue, KOTARA NSW 2289

Administrative Fund

	Current period 01/01/2021-31/12/2021	Annual budget 01/01/2021-31/12/2021	Previous year 01/01/2020-31/12/2020
Revenue			
Interest on Arrears--Admin	0.03	0.00	0.00
Levies Due--Admin	8,930.20	8,930.00	0.00
Total revenue	8,930.23	8,930.00	0.00
Less expenses			
Admin--Agent Disbursements	371.50	440.00	0.00
Admin--Creditor Compliance	120.00	120.00	0.00
Admin--Management Fees - Schedule B	41.25	400.00	0.00
Admin--Management Fees--Standard	1,008.37	1,100.00	0.00
Admin--Miscellaneous	10.00	0.00	0.00
Insurance--Premiums	6,430.56	5,000.00	0.00
Maint Bldg--Contract Maintenance	0.00	370.00	0.00
Maint Bldg--General Repairs	0.00	500.00	0.00
Maint Bldg--Pest/Vermin Control	0.00	1,000.00	0.00
Total expenses	7,981.68	8,930.00	0.00
Surplus/Deficit	948.55	0.00	0.00
Opening balance	704.78	704.78	704.78
Closing balance	\$1,653.33	\$704.78	\$704.78

The Owners -- Strata Plan 100504

19 Judith Avenue, KOTARA NSW 2289

Capital Works Fund

	Current period 01/01/2021-31/12/2021	Annual budget 01/01/2021-31/12/2021	Previous year 01/01/2020-31/12/2020
Revenue			
Interest on Arrears--Capital Works	0.01	0.00	0.00
Levies Due--Capital Works	2,030.20	2,030.00	0.00
Total revenue	2,030.21	2,030.00	0.00
Less expenses			
Maint Bldg--General Repairs/Replacement	0.00	2,030.00	0.00
Total expenses	0.00	2,030.00	0.00
Surplus/Deficit	2,030.21	0.00	0.00
Opening balance	440.94	440.94	440.94
Closing balance	\$2,471.15	\$440.94	\$440.94

Strata Nirvana

34 Smith Street
CHARLESTOWN
NSW 2290
Phone 02 4942 3306
Fax 02 4942 3243
info@lakegroupstrata.com

Detailed Expenses for the financial year from 01/01/2021 to 31/12/2021



The Owners -- Strata Plan 100504				19 Judith Avenue, KOTARA NSW 2289			
Date	Details	Payee	Amount	Status	Type	Ref.No.	Payment No.
Administrative Fund							
Admin-Agent Disbursements 33							
15/04/2021	Disbursements April 2021	Lake Group Property Services	93.00	Paid	DE		000004
17/05/2021	Disbursements May 2021	Lake Group Property Services	64.00	Paid	DE		000006
15/06/2021	Disbursements June 2021	Lake Group Property Services	4.50	Paid	DE		000007
13/07/2021	Disbursements July 2021	Lake Group Property Services	52.50	Paid	DE		000008
16/08/2021	Disbursements August 2021	Lake Group Property Services	10.00	Paid	DE		000009
08/09/2021	Disbursements September 2021	Lake Group Property Services	40.50	Paid	DE		000010
15/10/2021	Disbursements October 2021	Lake Group Property Services	70.00	Paid	DE		000011
15/11/2021	Disbursements November 2021	Lake Group Property Services	37.00	Paid	DE		000012
			\$371.50				
Admin-Creditor Compliance 25							
13/05/2021	Creditor Compliance - 2021	Lake Group Property Services	120.00	Paid	DE	00045413	000005
			\$120.00				
Admin-Management Fees - Schedule B 22							
17/11/2021	Costs assoc with compiling records for tax return	Lake Group Property Services	41.25	Paid	DE	00048571	000013
			\$41.25				
Admin-Management Fees-Standard 32							
15/02/2021	Standard Management Fee February 2021	Lake Group Property Services	91.67	Paid	DE		000001
09/03/2021	Standard Management Fee March 2021	Lake Group Property Services	91.67	Paid	DE		000003
15/04/2021	Standard Management Fee April 2021	Lake Group Property Services	91.67	Paid	DE		000004
17/05/2021	Standard Management Fee May 2021	Lake Group Property Services	91.67	Paid	DE		000006
15/06/2021	Standard Management Fee June 2021	Lake Group Property Services	91.67	Paid	DE		000007
13/07/2021	Standard Management Fee July 2021	Lake Group Property Services	91.67	Paid	DE		000008
16/08/2021	Standard Management Fee August 2021	Lake Group Property Services	91.67	Paid	DE		000009
08/09/2021	Standard Management Fee September 2021	Lake Group Property Services	91.67	Paid	DE		000010
15/10/2021	Standard Management Fee October 2021	Lake Group Property Services	91.67	Paid	DE		000011
15/11/2021	Standard Management Fee November 2021	Lake Group Property Services	91.67	Paid	DE		000012
15/12/2021	Standard Management Fee December 2021	Lake Group Property Services	91.67	Paid	DE		000015
			\$1,008.37				
Admin-Miscellaneous 10							
05/02/2021	cheque fee		10.00		Jnl	167339	
			\$10.00				
Insurance-Premiums 28							
23/02/2021	Residential Strata - 18.11.2021	Strata Community Insurance	1,799.27	Paid	DE	N0121901	000002
17/11/2021	Residential Strata - 18.11.22	Strata Community Insurance	4,631.29	Paid	DE	20090498.7	000014
			\$6,430.56				
Total expenses			\$7,981.68				

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10. REPAIRS & MAINTENANCE:

- a) Common Property last painted:
Externally: Upon construction 2019
Internally: not applicable
- b) Common Property carpet last laid: not applicable
- c) Particulars of current building repairs & maintenance apparent from the records are:
- **There is no evidence of any current major common property repairs & maintenance from the records made available.**
- d) History of Repairs & Maintenance



REMEDY PEST SOLUTIONS

TAX INVOICE

1207

Ph: 0466 111 741
97 Dibbs St Adamstown NSW 2289

Email: remedypestsolutions@gmail.com

Abn: 47 907 033 894

Company/Business Name: Adele Lavis Lake Group Strata							
Address: 34 Smith st	Suburb/Town/City: Charlestown						
State: NSW	Postcode: 2290						
Phone: 49 42 3305							
Full Name of Client / Occupier: Owner							
Address: Units 1,2,3,4/ 19 Judith st	Suburb/Town/City: Kotara						
State: NSW	Postcode: 2289						
Phone:							
Email:							
Address of Treated Property: 1,2,3,4/ 19 Judith st Kotara							
State: NSW	Postcode: 2289						
Date of Treatment/ inspection: 23/12/2021 and 21/01/2022							
Type of Service: General pest control and termite inspections							
Comments: Pest treatment to all interior, exterior - \$180 per unit							
Full Termite inspection - \$180 per unit							
Technician: Geoff Ellefsen	Licence #: 5072828						
Payment Details							
<input type="checkbox"/> DIRECT DEPOSIT	NEWCASTLE PERMANENT BUILDING SOCIETY BSB: 650 000 ACCOUNT: 526 641 902						
<input type="checkbox"/> OSKO PAYMENT	PAY ID: 0466111741 (GEOFF ELLEVSEN)						
<input type="checkbox"/> CHEQUE	MADE PAYABLE TO GEOFF ELLEVSEN						
<input type="checkbox"/> CASH							
<table><tr><td>SUBTOTAL</td><td>- \$1440.00</td></tr><tr><td>GST</td><td>- \$144.00</td></tr><tr><td>TOTAL</td><td>- \$1584.00</td></tr></table>		SUBTOTAL	- \$1440.00	GST	- \$144.00	TOTAL	- \$1584.00
SUBTOTAL	- \$1440.00						
GST	- \$144.00						
TOTAL	- \$1584.00						

Strata Nirvana



16 Old Maitland Road
Sandgate NSW 2304
PO BOX 370
HRMC NSW 2310

Tel. 1300 608 999
Fax. (02) 4960 8933
www.mullane.com.au

ABN 65 106 414 153
Licence # P - 211861C E -
270405C

PLEASE PAY BY	AMOUNT	INVOICE DATE
30/04/2020	\$312.73	02/03/2020

TAX INVOICE NO. 69865

Strata Plan No 100504
COMMUNITY AND STRATA TITLE
MANAGEMENT PTY LTD
PO BOX 268
WICKHAM NSW 2293
020683

Job No.: 92428
Order No.: 13090
Site: 19 JUDITH AVENUE KOTARA
Date: 02/03/2020

Description

Works completed as per quote

- 1.02 Cut in new tee in 32mm copper line coming off meter below ground.
- 1.03 Supply/Installation of new 20mm anti vandal hose tap next to water meter assembly.
- 1.04 Supply/Installation of support for new anti vandal hose tap.
- 1.05 Ensure all works are operational and leak free.
- 1.06 Supply/Installation of 1 anti vandal key per unit.
- 1.07 Removal of redundant materials.



16 Old Maitland Road
Sandgate NSW 2304
PO BOX 370
HRMC NSW 2310

Tel. 1300 608 999
Fax. (02) 4960 8933
www.mullane.com.au

ABN 65 106 414 153
Licence # P - 211861C E -
270405C

PLEASE PAY BY	AMOUNT	INVOICE DATE
30/03/2020	\$979.00	05/02/2020

TAX INVOICE NO. 68960

Strata Plan No 00033
COMMUNITY AND STRATA TITLE
MANAGEMENT PTY LTD
PO BOX 268
WICKHAM NSW 2293
020683

Job No.: 90636
Order No.: 12002
Site: 19 JUDITH AVENUE KOTARA
Date: 05/02/2020

Description

Works completed as per quote

1. INCLUDES:

- 1.1 Pay Hunter Water Corporation Meter Application & Meter Affix Fees for the 4 units.
- 1.2 Supply and install tabs above each of the 4 sub meter frames showing Lot and Unit numbers.
- 1.3 Hunter Water will then install the 4 new meters.

Strata Nirvana

11. HARMONY & OCCUPANCY:

- a) History of concerns/disputes:
 - **There is no evidence of any major disputes/concerns.**
- b) History of by-law contraventions:
 - **There is no evidence of any major ongoing by-law contraventions; from the records made available the property appears harmonious at the time of this report.**
- c) Number of Units tenanted:
 - Access to full strata roll not provided

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12. HOME BUILDING COMPENSATION FUND (Home Building Act 2014 & Regulations 2014):

Changes to the home building laws commenced 15 January 2015, further amendments concerning contract requirements will commence 01 March 2015. The new laws help to clarify what a major defect is. **A major defect is covered by the 6-year warranty.** General defects that don't meet the major defect test will continue to be covered by the standard 2-year statutory warranty. In order to comply with the Act, any building defects affecting the common property &/or individual lots should be reported to the Insurer within six months of first being noted within the six-year warranty period.

Insurance under the Home Building Compensation Fund period is current

The Home Building Compensation Fund is established under the Home Building Act 2014 & commenced on 15 January 2015. It is an integral part of the consumer protection package for home owners having building work undertaken.

After new home warranty insurance arrangements for NSW commenced on 1 July 2010 the NSW Self Insurance Corporation trading as NSW Home Warranty Insurance Fund took over as the sole provider of home warranty insurance within NSW.

Home warranty insurance policies issued before the commencement of the new Government underwritten scheme will remain in force, & the insurer that issued the policy will remain on risk for the duration of the period of cover.

For more information, go to the Home warranty insurance fund website

http://www.fairtrading.nsw.gov.au/ftw/About_us/Legislation/Changes_to_legislation/Major_changes_to_home_building_laws/Frequently_asked_questions_home_building_law_changes.page?

Multi-storey buildings General exemption

Construction of a new multi-storey residential building after 31st December 2003 does not require home warranty insurance cover to be in place Home Building Amendment (Insurance Exemption) Regulation 2003. For the purposes of the exemption from the home warranty insurance requirements, a multi-storey building is a building that:

- has a rise of more than three storeys, &
- contains two or more separate dwellings.

A rise in storeys has the same meaning here as in the Building Code of Australia. A storey does not include a space within a building which is only intended to accommodate vehicles.

If a home owner is planning to buy a unit that is part of a multi-storey residential building, the developer is not required to attach a certificate of home warranty insurance to the contract for sale.

Not exempted

Conversely, construction of a new **multi-unit** residential development (where the rise is three storeys or less, e.g. villa units, town houses, low & medium rise projects etc.) does require home warranty insurance cover to be in place. In this instance, a developer is required to attach the certificate of home warranty insurance to the contract for sale of such dwellings.

Similarly, home warranty insurance cover must also be taken out before residential building work is done on an existing multi-storey building (e.g. repairs, maintenance, alterations & additions etc.).

Strata Nirvana

On 10 June 2021, a retrospective duty of care commenced under the Design & Building Practitioners Act 2021 giving all owners who became aware of building defects losses in the 10 years before 10 June 2021 a right to sue in negligence against:

- * builders,
- * designers,
- * subcontractors,
- * suppliers or manufacturers; &
- * supervisors, project managers or co-ordinators in control of the works.

This retrospective duty of care is currently limited to residential buildings including cladding, but there are relevant other time limits e.g., limits under the planning laws which need to be considered.

If the loss became apparent after 10 June 2021, the duty of care period reverts to the usual 6 years from awareness of the loss, but again other limitations need to be considered.

Design & Building Practitioners Act 2021

37 Extension of duty of care

- (1) A person who carries out construction work has a duty to exercise reasonable care to avoid economic loss caused by defects—
 - (a) in or related to a building for which the work is done, &
 - (b) arising from the construction work.
- (2) The duty of care is owed to each owner of the land in relation to which the construction work is carried out & to each subsequent owner of the land.
- (3) A person to whom the duty of care is owed is entitled to damages for the breach of the duty as if the duty were a duty established by the common law.
- (4) The duty of care is owed to an owner whether or not the construction work was carried out—
 - (a) under a contract or other arrangement entered into with the owner or another person, or
 - (b) otherwise, then under a contract or arrangement.

Strata Nirvana

FACT SHEET

February 2015

Dealing with building defects

In a strata scheme

A new unit or townhouse comes with time-limited warranties that the building is fit for purpose and has been built with due care and skill. Under NSW home building laws, these protections apply even if they have not been specifically included in the building contract.

Fixing strata building defects can be costly and time-consuming. As time goes on, it may be harder to distinguish genuine defects from ordinary 'wear and tear' or maintenance issues, whether on common property or the individual lot owner's property.

Avoid the pitfalls and help prevent potentially long or costly legal action. Become informed along with your scheme to identify and act on potential defects early to meet the warranty timeframes.

Tips to protect your building from defects

To help identify potential defects, have them fixed quickly and keep your building in good condition, your scheme can follow these tips and recommended actions.

Request a 'maintenance schedule'

Some developers and builders provide information for the owners corporation on what is needed to manage and maintain the building. Such documents include items like guarantees and manuals for equipment, plumbing, lights, swimming pools and lifts (check with your strata managing agent or secretary if they have a copy).

Consider maintenance activities

Your owners corporation must have a '10-year sinking fund plan' detailing how they will repair and maintain common property. It is good practice to review it yearly at the annual general meeting (AGM).

Stay in communication with the developer and builder

Raise concerns about problems or potential defects as soon as you become aware of them.

Prioritise potential defects

The owners corporation must reach a timely agreement on how to deal with potential defects. It should discuss and decide on the matter at the first AGM. Defects should then be discussed in regular strata meetings.

Agree within your owners corporation on an expert to do a defects inspection

Decide on a suitable expert at your regular strata meetings. The inspection of your building should be conducted between 12 and 18 months after the building is complete (from when the relevant occupation certificate is issued) with the aim of identifying any building issues. There are a number of industry associations who can help you choose an inspector.

Be aware of warranty time periods for major and all other defects

Read more about this in the section below.

Understand the dispute resolution process

Like all home owners, strata residents are protected by the *NSW Home Building Act 1989* and guarantees under the Australian Consumer Law. For concerns about defects in your building, contact the builder or developer. If the issue cannot be resolved, a lot owner or an owners corporation representative can contact NSW Fair Trading for assistance on 13 32 20.

Know who is responsible for particular repairs

Your owners corporation is responsible for common property defects. Lot owners are generally responsible for internal fittings and fixtures. For help understanding the differences, visit our Common property and the lot web page.

Understand warranties

Discussing, identifying and fixing potential defects early within the established warranty timeframes will help your scheme protect its assets.

Tel: 13 32 20 www.fairtrading.nsw.gov.au



Strata Nirvana



February 2015

Key time periods

The key warranty periods and dates are:

- **A 2-year statutory warranty covering all defects** (for all building contracts entered into after 1 February 2012) and **6-year warranty for 'major' defects** from the date the building work was completed.
- **When your strata building is 'complete'.**
 - For new strata buildings, the work is 'complete' on the date the occupation certificate is issued (the occupation certificate that allows occupation and use of the whole building). Your warranty periods start when this certificate is issued.
 - In a development with many buildings, separate buildings used independently may have different completion dates. To check when the relevant occupation certificate was issued for your particular building, you can contact your local council.
- **When claims must be first raised.**
 - The developer or builder must be notified of a potential defect as soon as you become aware of it. For common property defects, this is the owners corporation's responsibility.
 - To secure your rights under the warranties you must commence legal proceedings within the relevant warranty period (2 years or 6 years).
 - If the defect only becomes apparent in the last 6 months of the warranty period, the law provides a further 6 months (from the end of the warranty period) to commence legal proceedings. A defect becomes apparent when the home owner becomes aware, or ought to have become aware, of the issue.

What is a defect?

A defect must result from defective design, defective or faulty workmanship, defective materials or a failure to comply with the structural performance requirements of the National Construction Code.

What is a major defect?

A two-step test decides if a problem is a 'major defect' asking:

1. Is the defect a major element of the building? (a fire safety system, waterproofing, or something key to the building's stability or structure; eg. foundations, footings, walls, roofs, beams or columns).
2. Will the defect cause or be likely to cause part or all of the building becoming uninhabitable or unable to be used for its intended purpose? Or, will the defect cause or be likely to cause the collapse or destruction of the building, or part of it?

To be considered a major defect, it must meet the criteria of the first step, then the second step. An example may be that waterproofing has not been properly installed on a building rooftop, and water has entered the building leading to walls, windows and floor beams being ruined. This passes the first step as it is considered to be a major element as it relates to waterproofing. It should also pass the second step as it could cause, or be likely to cause, the destruction of the building or part of it. It is therefore likely to be considered a 'major defect' and covered under the 6-year warranty.

www.fairtrading.nsw.gov.au
Fair Trading enquiries 13 32 20
TTY 1300 723 404
Language assistance 13 14 50

This fact sheet must not be relied on as legal advice. For more information about this topic, refer to the appropriate legislation.

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Strata Nirvana

Certificate in respect of insurance for residential building work

Policy No: HBCF18061006

Policy Date: 01/11/2018

A contract of insurance complying with sections 92 and 96 of the *Home Building Act 1989* (the Act) has been issued by Insurance and Care NSW (icare) for the insurer, the NSW Self Insurance Corporation (Home Building Compensation Fund). icare provides services to the NSW Self Insurance Corporation under section 10 of the *State Insurance and Care Governance Act 2015*.

Period of Insurance	The contract of insurance provides cover for both the construction period and the warranty period.
In respect of	New Multiple Dwellings Construction (<= 3 storeys)
Description of construction as advised by builder*	Construction of 4 residential townhouses
At	Unit 4 19 Judith Avenue Kotara New South Wales 2289
Site plan number*	NA
Site plan type*	NA
Homeowner	Fitz and William Pty Ltd
Carried out by	Mavid Construction Pty Ltd
Licence number	238359C
Builder Job number*	MCN123
Contract amount*	\$1,414,922.00
Contract date*	04/10/2018
Premium paid	\$26,526.96
Cost of additional products or services under contract	Nil - no additional services.
Price (Including GST and Stamp Duty) <small>Note: The total price does not include any brokerage or other costs to arrange the insurance contract</small>	\$31,805.83

*Additional Information

Subject to the Act, the Home Building Regulation 2014 and the conditions of the insurance contract, cover will be provided to a beneficiary described in the contract and successors in title to the beneficiary. This Certificate is to be read in conjunction with the policy wording current as at the policy date and available at the icare website at www.icare.nsw.gov.au

Certificate No: HBCF18061006-4

Issued on: 01/11/2018



Signed on behalf of the Insurer

This certificate may only be cancelled within two (2) years of the policy date and only where no work has commenced and no monies have been paid under the building contract.

icare HBCF

Strata Nirvana

13. WORK HEALTH & SAFETY ACT 2011: (Formally known as Occupational Health & Safety).

New work health & safety (WHS) laws commenced in NSW on 1 January 2012. The WHS laws replaced the occupational health & safety (OHS) laws in NSW.

From 1 January 2012, WorkCover administers & provides advice on the:

- Work Health & Safety Act 2011 (WHS Act)
- Work Health & Safety Regulation 2011 (WHS Regulation).

The WHS Act 2011 sets out the legal obligations that must be complied with to provide for the health & safety of workers.

The new laws make Owners Corporation responsible for maintaining a safe workplace

- An Owners Corporation cannot contract the responsibility to another party (Building Manager or Strata Manager)
- Fines up to \$3m for failing to maintain a safe workplace.

Section 7 of the WH&S Act 2011 provides an exemption for premises that are used only for residential purposes

- The exact meaning of this section is not known at this time & should be viewed cautiously
- If there are commercial or retail lots, an employee, or any short-term accommodation etc., WHS will impact on the scheme

Even if the strata scheme does not have any of the above, all owners corporations have an obligation to ensure the health & safety of the people using their common property. This 'Duty of Care' is based on the strata legislation & common law

- It is still advisable the strata scheme take proactive steps to ensure the strata scheme is not at risk.

A recent professional safety report was not evident.

Strata Nirvana

14. ASBESTOS

As of December 31st, 2003, all strata plans constructed before January 1st, 2004, are required to obtain an asbestos report & must maintain an asbestos register on site.

Not applicable

15. SWIMMING POOL

New laws for properties with swimming & spa pools

The Division of Local Government (DLG) is responsible for the Swimming Pools Amendment Act 2012. If you have any questions about the information provided below, please contact your local council.

From 29 April 2016:

- residential properties in NSW with a swimming pool or spa pool cannot be sold, &
- new residential tenancy agreements cannot be entered into for properties with a swimming pool or spa pool unless they have a valid Certificate of Compliance or relevant occupation certificate. In a strata scheme, the owners corporation is responsible for ensuring there is a valid Certificate of Compliance or relevant occupation certificate for swimming pools or spa pools on common property. Work may need to be undertaken before a Certificate can be issued, so owners corporations should act now to ensure they have a valid Certificate of Compliance before 29 April 2016.

Not applicable

Strata Nirvana

16. FIRE SAFETY

In accordance with the Environmental Planning & Assessment Act, 1979 & Regulations, 2000, specified buildings are required to be inspected by qualified contractors for the purpose of determining whether or not adequate provision for fire safety has been made in connection with the building. Inspections occur as required throughout the year & annually a Fire Safety Statement/Certificate is required to be completed. This Certificate must then be submitted to NSW Fire Brigades & the Local Council who administer fire safety on behalf of the State Government.

Some properties have fire safety measures in place but are not required to submit an annual Fire Safety Statement to the authorities, these properties will however request a Fire Safety Statement for the own records.

The NSW Government introduced the Environmental Planning & Assessment Amendment (Smoke Alarms) Regulation 2006. This required smoke alarms for all houses, flats & units that did not currently have them installed.

The new Regulation commenced on 1 May 2006 & requires the smoke alarm comply with the Australian Standard (AS) 3786–1993.

There is no evidence that an annual fire safety statement is required.

17. LIFT

In accordance with the Work Health & Safety Act 2011 & Regulations 2011 formerly the Occupational Health & Safety Act 2000 & Regulations 2001 lifts are required to be maintained by qualified contractors who must provide annually a statement of safe operation. The safe operation statement is required by WorkCover annually who will upon receipt provide a Renewal of Plant Registration.

Not applicable

Strata Nirvana

18. CAPITAL WORKS FUND

In accordance with the Strata Schemes Management Act 2015 & Regulations 2016 an owners corporation must establish a Capital Works Fund (special conditions apply to two lot strata plans). An owners corporation must, at each annual general meeting, estimate how much money it will need to credit to its Capital Works Fund for actual & expected expenditure:

- (a) for painting or repainting any part of the common property, which is a building or other structure, &
- (b) to acquire personal property, &
- (c) to renew or replace personal property, &
- (d) to renew or replace fixtures & fittings that are part of the common property, &
- (e) to replace or repair the common property, &
- (f) to meet other expenses of a capital nature.

Expenses of a capital nature would include expenses in relation to major repairs or improvements to the common property or personal property of the owners corporation, such as painting of a building or replacement of roofing, guttering or fences & the like.

When estimating amounts needed to be credited to the administrative fund or the Capital Works Fund the owners corporation must have before it, & take into account, a statement of the existing financial situation of the strata scheme & an estimate of receipts & payments. In estimating amounts to be credited to the Capital Works Fund, an owners corporation that is required to prepare a plan under section 75A is to take into account anticipated major expenditure identified in the plan for the 10-year period to which the plan relates.

An owners corporation of a large strata scheme must include in the estimates prepared under this section at an annual general meeting specific amounts in relation to each item or matter on which the owners corporation intends to expend money, or on which the owners corporation is aware money will be likely to be expended, in the period until the next annual general meeting.

It is prudent that the purchaser checks the Capital Works Fund Plan's recommended contribution against the Capital Works Fund budget adopted. If less than the recommended contribution is resolved, this may then result in special levies being required in the future.

Copied below is an extract from the Capital Works Fund plan prepared by Humby Property Consultants dated 06 February 2020.

A recent professionally prepared Capital Works Fund plan was not evident

CAPITAL WORKS FUND BUDGET: 19 Judith Avenue Kotara NSW

CONTRIBUTIONS PER LOT INCLUSIVE OF GST

LOT NO.	UNIT ENTITLEMENT	2020 LEVY	2021 LEVY	2022 LEVY	2023 LEVY	2024 LEVY	2025 LEVY	2026 LEVY	2027 LEVY	2028 LEVY	2029 LEVY
1	240	1,520	1,574	1,629	1,686	1,745	1,806	1,869	1,934	2,002	2,072
2	230	1,457	1,508	1,561	1,615	1,672	1,731	1,791	1,854	1,919	1,986
3	260	1,647	1,705	1,764	1,826	1,890	1,956	2,025	2,096	2,169	2,245
4	270	1,710	1,770	1,832	1,896	1,963	2,031	2,103	2,176	2,252	2,331
TOTAL	1,000	6,335	6,557	6,786	7,024	7,270	7,524	7,787	8,060	8,342	8,634

Strata Nirvana

CAPITAL WORKS FUND BUDGET 19 Judith Avenue Kotara NSW

ITEMS AS AT February-20
BUILDING INFLATION RATE 3.50%

ITEM	Years until Anticipated Expenditure Required	Life Expectancy	Replacement Cost 2020	ANNUAL REQUIREMENTS		R - Year in which estimated replacement occurs							
				2020	2021	2022	2023	2024	2025	2026	2027	2028	2029
MAINTAIN COMMON LETTERBOXES	30	30	1,100	60	62	64	66	69	71	74	76	79	82
MAINTAIN COMMON LIGHTING	20	20	1,080	76	79	81	84	87	90	93	97	100	104
MAINTAIN COMMON FENCING	40	40	13,200	618	640	662	685	709	734	760	786	814	842
MAINTAIN COMMON ROOF	40	40	15,525	727	752	779	806	834	863	894	925	957	991
MAINTAIN EXTERNAL PAINTED FINISHES	15	15	28,000	2,431	2,516	2,604	2,695	2,790	2,887	2,988	3,093	3,201	3,313
MAINTAIN COMMON BALUSTRADE / HANDRAIL	40	40	4,800	225	233	241	249	258	267	276	286	296	306
MAINTAIN COMMON PROPERTY SIGNAGE	20	20	190	13	14	14	15	15	16	16	17	18	18
MAINTAIN/ OVERHAUL DOORS & WINDOWS	40	40	15,000	702	727	752	779	806	834	863	894	925	957
MAINTAIN GUTTERING	40	40	1,904	89	92	96	99	102	106	110	113	117	122
MAINTAIN DOWNPIPES	40	40	4,320	202	209	217	224	232	240	249	257	266	276
MAINTAIN COMMON DRIVEWAY	40	40	4,500	211	218	226	234	242	250	259	268	277	287
MAINTAIN STORMWATER DRAINAGE	20	20	450	32	33	34	35	36	38	39	40	42	43
MAINTAIN RETAINING WALLS	40	40	4,960	232	240	249	258	267	276	286	296	306	317
CONTINGENCY (2.5% OF TOTAL)	1	1		140 R	145 R	150 R	156 R	161 R	167 R	173 R	179 R	185 R	191 R
CAPITAL WORKS FUND CONTRIBUTION PA (EXCLUDING GST)			95,029	5,759	5,961	6,169	6,385	6,609	6,840	7,079	7,327	7,584	7,849
CAPITAL WORKS FUND CONTRIBUTION PA (INCLUDING GST)			104,532	6,335	6,557	6,786	7,024	7,270	7,524	7,787	8,060	8,342	8,634

* Note that the annual requirements for each item are calculated by indexing the replacement cost in 2020 forward to the anticipated replacement year and then incrementally apportioning the yearly figure required.

Strata Nirvana

19. WINDOW SAFETY DEVICES – child safety:

Section 118 Strata Schemes Management Act 2015

On the 18th of September 2013, the NSW Department of Fair Trading announced that it was updating legislation that would improve window safety, in response to the on-going safety issue of children & window falls.

The NSW Government has developed a range of measures to help prevent the incidence of falls. These measures include:

- requiring strata schemes with residential lots to install safety devices on all windows that present a risk to young children
- allowing individual strata owners to install window safety devices regardless of their scheme's by-laws
- changes to the Residential Tenancies Regulation 2010 to include window safety devices in the prescribed condition report for rental premises.

The changes to the prescribed condition report for rental premises apply from 1 March 2014. The new version includes the addition of 'window safety devices' wherever 'windows/screens' appears.

The child window safety requirements for owners corporations commenced on 11 December 2013

If the window safety requirements have not been met by 13 March 2018, owners corporations will risk being fined.

Generally, all openable windows above the ground level that are accessible to children from inside the building must have safety devices fitted. The details of the new laws are explained in the regulations, but you can check your windows by taking two simple measurements. An openable window will need a safety device installed if:

1. the lowest part of the window is less than 1.7m above the floor; &
2. the internal floor under the window is 2m or more above the outside surface.

The safety devices must be able to limit the maximum window opening to 12.5cm, must be robust, & must be childproof. Suitable window safety devices would include window locks or safety screens, but not ordinary insect screens.

Installed upon construction

Strata Nirvana

20. TERMITE REPORT:

Damage from pests such as termites is usually not covered in insurance policies as insurance companies see pest control as the home-owners responsibility in the normal up-keep of the building & view termite damage as a preventable event.

Entomologists have worked out that termites are really a type of specialised cockroach.

Termites diverged from cockroaches on the evolutionary tree many millions of years ago & have successfully pursued their own plant-eating life ever since.

Termites are small (their size can range from about 3 to 10 mm long), pale or transparent, & have thin skins. Unlike ants they don't have a thin waist, they are usually blind (there isn't much need for vision in the dark tunnels they inhabit) & they cannot tolerate dry conditions. But they are similar to ants in that they occur in large numbers. Ants & termites also both have castes that include sterile workers & soldiers, & a single large queen. Both insects can live in large, complex colonies & both have produced fungus-cultivating.

The emphasis of current building regulations is on managing termites through barrier systems & inspections rather than environmentally harmful methods of the past.

The potential risk of attack also varies according to the location of the property in Australia & site-specific features of the local environment.

Copied below is an extract from the termite report prepared by Remedy Pest Solutions dated 23 December 2021.

A recent professionally prepared termite report was not evident.



Ph : 0466 111 741

97 Dibbs Street Adamstown NSW 2289

Email : remedypestsolutions@gmail.com

Lic no : 5072828

REGULAR Visual Termite Inspection Report

Strata Nirvana

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

Client: **Lake Group Strata**

Client Address: **unit 4/ 19 Judith st Kotara** State: **NSW** Postcode: **2289**

Owner:

Re: Structure at: **as above** State: **NSW** Postcode: **2289**

Phone:

Fax:

Mobile:

E-mail:

Date of the Inspection: **23/ 12/ 2021**

Time of Inspection : **10.30am**

Weather Conditions at time of inspection: **cloudy**

Comments:

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

Type: **Domestic 4 bedroom townhouse**

Height **2 storey**

Building: **Hardiplank cladding with brick veneer and fibre cement sheeting rendered**

Piers: **brick**

Floor: **timber bearers and joist with chipboard**

Roof: **colorbond**

Fences: **colorbond**

Garage: **concrete floor , part of building**

1.1 Brief description of areas inspected: Interior, Subfloor, Roof void, Wall Exterior, Gardens, Grounds, Landscape timbers

Other areas inspected were: **Garage**

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

1.2 Area/s* NOT Inspected and/or Area/s* to which REASONABLE ACCESS for Inspection was NOT AVAILABLE and the Reason/s why: subfloor of garage slab no access

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

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

1.3 Area/s* in which Visual Inspection was Obstructed or Restricted and the Reason Why:

Interior due to furniture , floor coverings and stored items

Roof void due to lack of crawl space, insulation, ac ducting

Slab edge due to paths

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RVTIR Pad 2B Version 12.18 V1a

Strata Nirvana

Wall exterior due to water tank obstructing

Garage due to stored items

Subfloor garage no access

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

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

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

The interior, subfloor garage, roof void, garage

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

Was insulation present in the roof void? **YES**

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

Was the property furnished at the time of inspection? **YES**

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

2.0 SUBTERRANEAN TERMITES

2.1 At the time of the inspection were active termites (live insects) found? NO. Go to 2.2.

Active termites were located in but not necessarily limited to the following areas : None found at time of inspection.

Other areas, if any, where active termites were found are **N/A**

If the answer was "Yes" then the termites are believed to be The termites have the potential to cause extensive and severe amounts of damage to structural and decorative timbers.

Other termite species found at the time of the inspection were: *no other genus was found..*

2.2 Was a termite nest found? NO. (If yes, the description & location of the nest is):

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

2.3 At the time of the inspection was visible evidence of subterranean termite workings located? NO

2.4 Was Termite damage located? NO

2.5 Termite workings and/or damage were found mainly in but not limited to: None found at time of inspection

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

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

VERY IMPORTANT: Where any termite activity or damage is noted you must realise that further termite damage may be present in concealed areas. A building expert should determine the full extent of damage See Clauses 3, 4 & 5 on Page 1

Strata Nirvana

POSTAL P.O BOX 68 HUNTER REGION MAIL CENTRE 2310
NEWCASTLE 49689810 MAITLAND 49320077 CESSNOCK 49913344
F 49689812 E sales@superiorpest.com.au W www.superiorpest.com.au



Lymir Holdings Pty limited ABN 35 002 941 821

TERMITE INSPECTION REPORT SUMMARY STRATA PROPERTY In accord with AS 3660.2-2000

CSTM Strata Management
PO Box 268
Wickham NSW 2293

Date: 25.08.20

Property at: **SP 100504 - 19 Judith Street Kotara. HomeGuard installed.**
A warranty applies to this strata plan.

Termites

No active termites or damage found. HomeGuard installed May 2019.
Refer to individual reports for details.

Conducive Conditions

Pooling water in subfloor. Woodchips. Timber garden edging.
Refer to individual reports for details.

Safety

N/A
Refer to individual reports for details.

Recommendations

Install a drainage system in subfloor/s to assist in the removal of pooling water. Once subfloor areas are dry ensure our technician returns to site to complete the inspections of the affected units. Replace wood chips with non organic material. Replace timber garden edging with non organic material. Maintain regular termite inspections. Refer to individual reports for details.

Strata Nirvana

POSTAL P.O BOX 68 HUNTER REGION MAIL CENTRE 2310
NEWCASTLE 49689810 MAILLAND 49320077 CESSNOCK 49913344
F 49689812 E solev@superiorpest.com.au W www.superiorpest.com.au

SUPERIOR
PEST MANAGEMENT

Lytle Holdings Pty limited ABN 35 002 541 825

HOME GUARD TERMITE INSPECTION REPORT STRATA PROPERTY

CSTM Strata Management
PO Box 268
Wickham NSW 2293

Strata Plan: 100504

Date: 10 / 08 / 20

Property at: Unit 4 / 19 Judith Street, Kotara

Number of lots: 4

Areas requested for inspection: Common Property & Interior Lots

Were any areas unable to be accessed: YES.

Inspector: Andrew Fullerton



Please feel free to contact the inspector who carried out this inspection. Often it is very difficult to fully explain situations, problems, access difficulties or termite activity and/or damage in a manner that is readily understandable by the reader. Should you have any difficulty in understanding anything contained within this report then you should contact the inspector and have the matter explained to you. If you have any questions at all or require any clarification then contact the inspector prior to acting on this report.

1. Access

- 1.1 **Obstructions that may conceal termites or damage:**
- | | |
|--------------------------|-----------------|
| Furnishings | Floor coverings |
| Stored items | Insulation |
| Air conditioning ducting | Adjoining units |

2. Termites

- 2.1 **Were live termites present at the time of inspection? NO.**

The genus or species has been positively identified as N/A.

- 2.2 **Was evidence of termite workings or damage located? NO.**

Strata Nirvana

2.3 *Was evidence of a previous termite management program noted?* YES
HomeGuard installed 27.05.19

2.4 *Was a HomeGuard Durable Notice located?* YES. In the meter box

3. Conducive Conditions

3.1 *Were any water leaks or high moisture readings found?* NO.

3.2 *Does the external inspection zone fully comply?* N/A due to method of construction.

3.3 *Were the weep holes clear?* YES.

3.4 *Is any part of this structure on piers and foundations?* YES.

In our opinion, the termite shields appear to be adequate.

3.5 *Situations that may attract subterranean termite infestations:*

Wood chips in the garden bed, timber garden edging in contact with the soil

3.6 *In my opinion, the susceptibility of this property to termites is* Moderate.

4. Safety

4.1 *Where activity or damage is reported, does it present a major safety hazard?* N/A.

5. Conditions That May Affect HomeGuard Warranty

5.1 **IMPORTANT NOTE:** The installation of the HomeGuard termite barrier system to this property is designed to inhibit concealed termite entry only. It is still possible for termites to gain entry to the structure via "bridging" or "bypassing" the termite barrier. Alterations and additions to the structure above the level of the termite barrier has the potential to allow undetected access within the building, which, in the event termites gain entry via these locations, is likely to affect the installation warranty. Examples of these conditions can be found on Page 7 of this report. Prior to any alterations or additions to the structure, Superior Pest Management should be consulted to discuss the implications of the proposed works and the best manner in which to protect the structure prior to these works being carried out.

Are there areas that may affect the HomeGuard Warranty? NO.

Strata Nirvana

21. MEETINGS:

- (a) Minutes of meetings are retained in book form (digital copy)
- (b) The Inaugural General meeting was not evident
- (c) The First Annual General meeting was convened 22 January 2020
- (d) The last Annual General meeting was convened 14 January 2021
- (e) The last Extraordinary General meeting was convened 21 February 2020
 - solar panels by-law
- (f) The last Strata Committee meeting was convened 04 July 2021

22. MEETING MINUTES:

Members of the strata committee are detailed with the enclosed annual general meeting minutes.

Strata Nirvana

MINUTES OF THE ANNUAL GENERAL MEETING OF THE OWNERS OF STRATA PLAN 100504 HELD
IN THE OFFICES OF LAKE GROUP STRATA, 34 SMITH STREET, CHARLESTOWN ON
14 JANUARY 2021 AT 4:00PM

19 JUDITH STREET, KOTARA

PRESENT & VOTING:

Lot 1 Jennifer Pickard
Lot 2 John Wollett
Lot 3 Erin Jordan
Lot 4 Simone Samali

IN ATTENDANCE:

Lot 2 Sandra Menzies
Brad Gribble representing Lake Group Strata.

APOLOGIES:

Nil.

CHAIRPERSON:

Brad Gribble acted as Chairperson.

MOTIONS IN ACCORDANCE WITH THE NOTICE OF BUSINESS:

MOTION 1: MINUTES

The meeting noted that the Minutes of the First Annual General Meeting to be amended to state that the Owners Corporation would not incur any costs associated with registration of the by-law for solar panels.

Subject to the above amendment the meeting resolved that the Minutes of the First Annual General Meeting be confirmed.

MOTION 2: VOTING METHODS

RESOLVED that the Owners Corporation authorise audio conferencing and pre-meeting electronic voting as valid methods of attending and voting at General and Strata Committee Meetings in accordance with Sch 1 Clause 28 of the Strata Schemes Management Act (NSW) 2015.

MOTION 3: STRATA COMMITTEE NOMINATIONS

The following nominations of candidates for election to the Strata Committee of the Owners' Corporation were received and accepted by the Chairperson.

Jennifer Pickard	John Wollett	Erin Jordan
Simone Samali		

NUMBER OF MEMBERS

RESOLVED that the number of members of the Strata Committee be determined as four (4).

STRATA COMMITTEE ELECTION

As the number of candidates equalled the number of members of the Strata Committee determined by the Owners' Corporation, the Chairperson declared the mentioned persons elected without a ballot.

MOTION 4: RESTRICTED MATTERS

RESOLVED that at this stage there be no restricted matters for the purposes of Section 36(3) of the Strata Schemes Management Act 2015 ('the Act').

MOTION 5: FINANCIALS

RESOLVED that the annual financial statements made up to 30 November 2020 be adopted, however the meeting noted that it was agreed at the First Annual General Meeting that the Owners

Strata Nirvana

Corporation would not incur any costs associated with the registration of the solar panel by-law, however the meeting noted that costs have been incurred.

MOTION 6: AUDIT

MOTION LOST

That the Owners' Corporation appoint an auditor in accordance with Section 95 of the Strata Schemes Management Act 2015.

MOTION 7: INSURANCES

RESOLVED that the Owners' Corporation insurances as detailed below be confirmed. The Strata Managing Agent was instructed to obtain quotations for the consideration and determination of the Strata Committee prior to renewal.

INSURER: Strata Community Insurance

Cover	Policy No.	Amount	Due Date
Building	NRSC20005880	\$2,290,000	18/11/2021
Common Contents	NRSC20005880	\$22,900	18/11/2021
Fidelity Guarantee	NRSC20005880	\$100,000	18/11/2021
Loss of Rent	NRSC20005880	\$343,500	18/11/2021
Public Liability	NRSC20005880	\$20,000,000	18/11/2021
Office Bearers'	NRSC20005880	\$250,000	18/11/2021
Catastrophe	NRSC20005880	\$343,500	18/11/2021
Flood	NRSC20005880	Included	18/11/2021
Personal Accident	NRSC20005880	\$200,000/\$2,000	18/11/2021
Gov Audit Costs	NRSC20005880	\$25,000	18/11/2021
Appeal Expenses	NRSC20005880	\$100,000	18/11/2021
Legal Expenses	NRSC20005880	\$50,000	18/11/2021
Lot Owners Fixtures and Improvements (per Lot)	NRSC20005880	\$300,000	18/11/2021

MOTION 8: STRATA MANAGEMENT COMMISSIONS AND MANAGEMENT

RESOLVED that the Owners Corporation was advised that the Strata Managing Agent received \$0.00 in commissions from insurance policy placements and that no other commissions or training was paid for by other parties with respect to the Strata Managing Agents management of this Owners Corporation. The Strata Managing Agent anticipates receiving \$0.00 commission upon the policy renewal, if there are no changes to the insurer and the premium paid equals the budgeted amount for insurance.

MOTION 9: TERMITE REPORT

RESOLVED that the Owners' Corporation obtain a termite inspection report. The meeting agreed that owners will arrange for this to be conducted.

MOTION 10: CAPITAL WORKS FUND PLAN

MOTION LOST

That the Owners' Corporation appoint a suitably qualified consultant to prepare a detailed Capital Works Fund Plan to assist in estimating the needs of the Capital Works Fund.

MOTION 11: WH & S REPORT

MOTION LOST

That the Owners Corporation appoint a qualified consultant to conduct an inspection of the common property to meet its obligations under the Workplace Health & Safety Regulation 2011.

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MOTION 12:
ANNUAL FIRE
SAFETY
STATEMENT

RESOLVED that the Owners Corporation is not currently subject to a requirement to lodge an Annual Fire Safety Statement

MOTION 13:
UTILITY SUPPLY
AGREEMENTS

MOTION LOST

That the Owners Corporation enter into a utility supply agreement for common area electricity and gas supply following a tender process managed by Energy Action Brokers.

MOTION 14:
CONSTRUCTION
DEFECTS

RESOLVED that the Owners Corporation consider construction defects and their rectification. The meeting agreed that Lake Group Strata would contact Mavid Constructions and arrange an onsite meeting with a representative from Mavid and lot owners to inspect and discuss concerns relating to the driveway, fencing and render.

MOTION 15:
MANAGEMENT
AGENCY
AGREEMENT

RESOLVED that Lake Group Property Services Pty Ltd trading as Lake Group Strata be re-appointed pursuant to Section 49 of the Strata Schemes Management Act 2015 as the Strata Managing Agent of the The Owners - Strata Plan 100504 for a term of one (1) year in accordance with the Agreement tabled at the meeting which delegates to the Agent the powers, authorities, duties and functions to deliver the agreed services and additional services and with the power for the Agent to affix the Common Seal to Section 184 Certificates and other documents as directed by the Strata Committee.

Further that Jennifer Pickard and Erin Jordan two (2) members of the Owners Corporation's Strata Committee be authorised to sign the Common Seal pursuant to Section 273 of the Strata Schemes Management Act 2015 on the Agency Agreement in the preceding resolution.

MOTION 16:
BUDGETS

RESOLVED that the Administrative Fund Budget be amended and approved to the sum of \$8,930.00 as listed below.

Agent Disbursements	440.00
Management Fees - Standard	1,100.00
Management Fees - Schedule B	400.00
Creditor Compliance	120.00
Insurance Premiums	5,000.00
Contract Maintenance - Backflow Device Testing	370.00
Termite Inspection/Pest Control	1,000.00
General Repairs	500.00
Total	\$ 8,930.00

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RESOLVED that the Capital Works Fund budget be approved to the sum of \$2,030.00 as listed below.

ITEM	REPLACE COST \$	LIFE SPAN YRS	ALLOWANCE FOR CURRENT YEAR \$
Garage Doors	4,000.00	25	160.00
Gutters & Downpipes	8,000.00	30	320.00
Painting & Surface Finishes - Ext	10,000.00	8	1,250.00
Fencing	6,000.00	30	200.00
Landscaping	100.00	1	100.00
Total			\$ 2,030.00

Levies based upon the above sums will be due and payable quarterly as per unit entitlement on the following dates:

01/03/2021 01/06/2021 01/09/2021 01/12/2021

MOTION 17: **LEVY** **COLLECTION**

RESOLVED that the Strata Managing Agent do all things necessary to commence and maintain debt collection proceedings for collecting outstanding levy contributions in conjunction with further instructions that may be given by the Strata Committee. Collection proceedings generally to follow the following process:

1. Where contributions of more than \$200 are overdue by more than 30 days - issue a levy reminder letter.
2. Where contributions of more than \$200 are overdue by more than 51 days - issue a final notice
3. Where contributions of more than \$200 are overdue by more than 72 days - instruct a mercantile agent to commence proceedings

Recovery of the Owners Corporations expenses in collection actions is to be sought from the Owner of the offending Lot in accordance with Section 86 of the Strata Schemes Management Act 2015

The meeting determined not to negotiate and accept payment plans that may be offered by Lot Owners with respect to their outstanding contributions to the Owners Corporation.

MOTION 17: **LOT 3 – FENCE** **EXTENSION**

RESOLVED that the Owners Corporation resolve by Special Resolution to grant approval to the owner of Lot 3 to install an extension lattice on top of the dividing fence between Lot 3/19 Judith Street, Kotara and 17 Judith Street, Kotara subject to the following terms and conditions:

1. The extension lattice to be the same colour as the existing dividing fence.
2. The extension lattice to be 7300mm x 600mm high.
3. The owner of Lot 3 to be responsible for all costs with the installation, maintenance, repair and replacement of the extension lattice.
4. The extension lattice to be installed in a tradesperson like manner. Should the extension lattice be removed, the owner of Lot 3 is to repair any damage caused to the common property including the boundary fence.

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**GENERAL
BUSINESS:**

No General Business was discussed.

CLOSURE:

There being no further business the Chairperson declared the meeting closed at 5:20pm and thanked all those present for their attendance and contribution to the meeting.

**MINUTES OF THE STRATA COMMITTEE MEETING OF THE OWNERS OF STRATA PLAN 100504 HELD
IN THE OFFICES OF LAKE GROUP STRATA, 34 SMITH STREET, CHARLESTOWN ON
14 JANUARY 2021 AT 5:20PM**

19 JUDITH STREET, KOTARA

**PRESENT
& VOTING:**

Jennifer Pickard
John Wollett
Erin Jordan
Simone Samali

**ALSO IN
ATTENDANCE:**

Sandra Menzies
Brad Gribble representing Lake Group Strata.

APOLOGIES:

Nil.

CHAIRPERSON:

Brad Gribble acted as Chairperson.

MOTIONS IN ACCORDANCE WITH THE NOTICE OF BUSINESS:

**MOTION 1:
MINUTES**

RESOLVED that the Minutes of the last Strata Committee Meeting held be confirmed.

**MOTION 2:
OFFICE BEARERS**

RESOLVED that the following members be elected as Office Bearers' of the Strata Committee.

Chairperson - Jennifer Pickard
Secretary - Simone Samali
Treasurer - Erin Jordan

CLOSURE:

There being no further business the Chairperson declared the meeting closed at 5:30pm and thanked all those present for their attendance and contribution to the meeting.

Please note the first annual general meeting
22.01.2020 is incorrectly labeled the inaugural general
meeting

Strata Nirvana

Minutes for the Inaugural Meeting

SP 100504 19 Judith Ave
22/01/2020 09:00 am

1. TENANT REPRESENTATIVE

The Owners Corporation **RESOLVED** that as the Strata Scheme did not meet the requirement of 50% formal tenancy notification. No tenant representative was appointed.

2. STRATA COMMITTEE NOMINATIONS

The Owners Corporation **RESOLVED** that nominations for the Strata Committee be in accordance with the Committee report attached.

3. STRATA COMMITTEE ELECTED

The Owners Corporation **RESOLVED** that the number of Strata Committee members be 4 and that those Strata Committee Members be in accordance with the Committee report attached.

4. LIMITATIONS ON THE STRATA COMMITTEE

The Owners Corporation **RESOLVED** that there be **no** restrictions placed on the Strata Committee other than those imposed by section 36(3)(a) of the Act and resolves that no further restrictions are to apply.

5. ARREARS PART A - Debt Collection Process

The Owners - Strata Plan 100504 **RESOLVED** pursuant to the Strata Schemes Management Act 2015 (including section 103) for the purpose of collecting levy contributions to authorise the Strata Managing Agent and/or the Strata Committee to do any one or more of the following:

- a. to issue arrears notices, reminder notices and/or letters to seek recovery of levy contributions and the recovery of other debts, including penalties, interest, legal and other costs/expenses and arrange and monitor payment plans; AND/OR
 - Stage 1 - Reminder Notice for at least \$50 and 35 days overdue
 - Stage 2 - Final notice for at least \$100 and 65 days overdue
 - Stage 3 - Legal action commenced for at least \$800 & 94 days overdueRecovery costs can be found in your Management Agreement under Further Services
- b. to engage or appoint the services of a debt collection agency, obtain legal advice and/or retain legal representation and/or experts on behalf of The Owners- Strata Plan 100504;
- c. to issue demands, 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. Enter and enforce any judgment obtained in the collection of levy contributions including issuing writ for levy of property (personal and real property), garnishee orders, examination notices/orders/hearings, bankruptcy notices, statutory demands and commencing and maintaining bankruptcy proceedings 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 Corporation's debt collection agents, lawyers and experts in relation to any levy recovery proceedings.

6. ARREARS PART B - Payment Plans for Levy Arrears (NSW)

The Owners - Strata Plan 100504 **RESOLVED NOT** to enter into payment plans generally for matters involving arrears of unpaid contributions/levies or other amounts including interest, legal and other costs/expenses thereon and to delegate to the Strata Manager and/or the Strata Committee the ability to enter into, arrange and monitor each such payment plan limited to a period of 12 months per payment plan with any further or subsequent payment plan to be entered into as agreed by the Strata Committee or Owners Corporation by resolution.

7. INSURANCES - Confirm Current Policies

The Owners Corporation **RESOLVED** the insurance policies currently held by the Owners Corporation in accordance with section 164 of the Act, and, if applicable with section 165(2) of the Act.

Strata Nirvana

8. INSURANCE VALUATION

That the Owners Corporation **RESOLVED** to have its building valued for insurance purposes and authorises the Strata Managing Agent to engage a Valuer for this purpose.

9. ACCEPT QUOTATION - INSURANCE VALUATION - SKELTON VALUERS

That the Owners Corporation **RESOLVED** to accept the attached quotation received from Skelton Valuers in the amount of \$330.00 for Insurance Valuation at the premises.

10. ACCEPT QUOTATION - INSURANCE VALUATION - WBP Group

That the Owners Corporation **RESOLVED NOT** to accept the quotation.

11. INSURANCE RENEWAL

That the Owners Corporation **RESOLVED** to take out insurance of the kind referred to in section 164 and 165(2) of the Act and authorises the Strata Managing Agent prior to the end of term of any existing insurance policy, to:

Obtain three quotations, at the **valuation** amount for the building sum insured, and taking into consideration the wishes of the Strata Committee, if the terms are reasonably comparable to enter into a new contract for insurance on behalf of the Owners Corporation.

12. COMMISSIONS RECEIVED

The Owners Corporation **RESOLVED** to acknowledge commissions paid to Community and Strata Title Management Pty Limited within the prior calendar year and commissions likely to be payable to them within the next calendar year as noted on the Agenda Notice.

- a. Insurance Commission received - \$415.92
- b. Insurance Commission estimated - \$436.72

13. BUILDING DEFECTS & RECTIFICATION

The Owners Corporation **RESOLVED** that the Scheme **DOES NOT** contain Building Defects and that no rectification works are required. No further action is To be taken by the Strata Manager.

14. WORK HEALTH & SAFETY AUDIT

The Owners Corporation **RESOLVED NOT** to engage the services of an independent contractor to undertake a Work Health & Safety Audit of the Common Property or submit a report to the Managing Agent on the safety and possible hazards at the property and that the Managing Agent forward the report onto the Strata Committee for instructions.

15. BUILDING INSPECTOR

The Owners Corporation **RESOLVED NOT** to appoint a building inspector for the purposes of part 11 of the Act.

16. ANNUAL FIRE SAFETY AUDIT

The Owners Corporation **RESOLVED NOT** to adopt the Annual Fire Safety Statement or to authorise the Strata Manager to make arrangements to obtain the next Annual Fire Safety Statement.

17. INITIAL MAINTENANCE SCHEDULE

The Owners Corporation **RESOLVED** to adopt the initial maintenance schedule prepared by the original owner.

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18. DOCUMENTS RECEIVED

The Owners Corporation **RESOLVED** to note the receipt from the original owner of the documents (or part of the documents) required by Section 16 of the Act and clause 6 of the Regulations.

19. TERMITE INSPECTION

The Owners Corporation **RESOLVED** to engage the services of an independent contractor to undertake an inspection of the Common Property for evidence of Termite activity and that the Managing Agent forward the report onto the Strata Committee for instructions.

20. COMMON PROPERTY MAINTENANCE REPORT

The Owners Corporation **RESOLVED NOT** to engage the services of an independent contractor to undertake a maintenance audit of the common property and submit a report to the Managing Agent on the potential repair and maintenance issues at the property.

21. CAPITAL WORKS FUND PLAN

That the Owners Corporation **RESOLVED** to prepare a 10-year Capital Works Fund plan and determine to accept the attached costings from Humby Property Consultants for \$440.00 to undertake such report.

22. SPECIAL LEVY - CWF Plan

That the Owners Corporation **RESOLVED** that a Special Levy be raised in the amount of \$440.00 to fund obtaining a Capital Works Fund Plan as per the costings from Humby Property Consultants. This levy will be paid into the Administrative Fund by the owners as per unit entitlement and will be due 12th March 2020.

23. NOTICE OF DELEGATED FUNCTIONS BY A STRATA MANAGING AGENT

The Owners Corporation **RESOLVED** to accept that the following list of duties of the Strata Managing Agent was undertaken during the preceding twelve months under the Strata Managing Agent's ongoing delegated function:

- a. The preparation of estimates and levying of Administrative and Capital Works Funds contributions
- b. Issuing receipts and payment of money to or from the Owners Corporation
- c. The taking out of insurance with the selected insurer.
- d. The conduct of meetings, handling of correspondence and the maintenance of records.
- e. The conduct of emergency works under \$500.

24. ALTERNATIVE METHODS OF ATTENDANCE & VOTING

The Owners Corporation **RESOLVED**, pursuant to schedule 1 clause 28(1) of the Act and clause 14(1)(a) of the Regulations, that attendance at General Meetings may be by the following additional means

1. telephone conference (where available); or
2. voting paper;
which will be specified in the Meeting Notice and will be by accessing the facility specified in the notice and provided by the Strata Managing Agent for the particular Meeting and that any person attending a General Meeting by the alternative means specified in the Meeting Notice and eligible to vote on a matter may cast a vote as if they were physically present at the Meeting.

25. APPOINTMENT OF STRATA MANAGING AGENT

That the Owners Corporation **RESOLVED**, pursuant to section 49 of the Act, to:

- a. Appoint Community and Strata Title Management Pty Limited, 78 001 768 761 as its Strata Managing Agent, effective from 22nd January 2020;
- b. Delegates to the Strata Managing Agent the powers, authorities, duties and functions of the Owners Corporation and its Strata Committee, according to the terms of the strata management agreement annexed to the meeting notice; and
- c. Authorises the execution of the Strata Management Agreement to affix the Common Seal of the Owners Corporation under signature of the Secretary and Chairperson or in their absence, any two owners of lots in the Strata Scheme.

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26. CHANGE OF OWNERS CORPORATION POSTAL ADDRESS

That the Owners Corporation **RESOLVED**, pursuant to Section 265 of the Strata Schemes Management Act 2016, to instruct the Managing Agent to undertake such actions as to change the postal address of the Scheme for the purpose for serving Notices to that of the Strata Managing Agent.

27. ADMINISTRATIVE FUND

The Owners Corporation **AMENDED and RESOLVED** that the contribution for the period from 01/12/2019 to 30/11/2020 to the Administrative Fund in accordance with section 79(1) of the Act of is **\$7,833.00** and determine to levy this amount in accordance with section 81(1) of the Act with contributions due and payable as per the attached approved schedule.

Owner contributions as per the Annual Levy Assessment annexed to these minutes.

28. CAPITAL WORKS FUND

The Owners Corporation **RESOLVED** that the contribution for the period from 01/12/2019 to 30/11/2020 to the Capital Works Fund in accordance with section 79(1) of the Act of is **\$440.00** and determine to levy this amount in accordance with section 81(1) of the Act with contributions due and payable as per the approved schedule.

Owner contributions as per the Annual Levy Assessment annexed to these minutes.

29. ENCLOSURE - LOT 4

That the Owners Corporation **SPECIALLY RESOLVED**, pursuant to Section 108 of the Strata Scheme Management Act 2015 (Act) to authorise Lot 4 to install a screen enclosure as per attached information and as per the following conditions:

Enduring rights and obligations

3.6 The Owner shall:

- (a) maintain, upkeep and replace, if necessary, the Works at the Owner's own cost;
- (b) maintain and upkeep those parts of the common property in contact with the Works at the Owner's own cost;
- (c) remain liable for any damage to the property of any other Lot owner or common property (including the Owner's Lot) arising out of the Works;
- (d) indemnify and keep indemnified the Owners Corporation against any costs, loss or damage suffered by the Owners Corporation whatsoever arising out of or in connection with the Works, including (but not limited to):
 - (i) any loss or damage suffered by the Owners Corporation as a result of any damage to common property or the property of any other Lotowner other than as approved in this by-law; and
 - (ii) their installation, use and/or damage to or destruction of the Works caused by the Owners Corporation, its officers, employees, contractors or agents carrying out any Essential Works where the Owner or occupier is in breach of clause 3.5(a) or 3.5(d); and
 - (e) repair and/or reinstate the common property or personal property of the Owners Corporation to its original condition if the Works are removed at the Owner's own cost.

30. BY-LAWS

That the Owners Corporation **RESOLVED** to confirm its existing By-laws and not to alter or add to the By-laws for the scheme.

Furthermore noted that the Owners Corporation would like to add a Solar Panel By-Law which will be voted on by all Lot Owners via Special Resolution at a future General Meeting.

31. ABN / TFN / GST REGISTRATION

The Owners Corporation **RESOLVED** to authorise the Strata Managing Agent to do all things necessary to obtain an Australian Business Number, Tax File Number and **NOT** to register the Owners Corporation for GST.

32. ACCEPT QUOTATION - INDIVIDUAL WATER METERS

That the Owners Corporation **RESOLVED** to accept the attached quotation received from Mullane Maintenance Pty Ltd in the amount of \$979.00 for the installation of individual water meters at the premises.

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33. SPECIAL LEVY - INDIVIDUAL WATER METERS

The Owners Corporation **RESOLVED** to raise a Special Administrative Fund Levy for the sum of \$979.00 for the quotation supplied by Mullane Plumbing Pty Ltd for the installation of individual water meters. This levy to be paid in shares according to unit entitlement on or before 12th March 2020.

34. ACCEPT QUOTATION - GROUNDS MAINTENANCE

That the Owners Corporation **RESOLVED NOT** to accept the attached quotation. Grounds Maintenance to be undertaken by owners.

35. DATE OF NEXT AGM

That the Owners Corporation **RESOLVED** that the next Annual General Meeting of the Owners Corporation be set for Wednesday 20th January 2021, to be held in the offices of CSTM commencing at 9.00am. Please note this may change due to availability.

CLOSURE: There being no further business, the chairperson thanked all those present and declared the meeting closed at 10.45am

Strata Nirvana

23. ADDITIONAL REPORT:

The following information was taken from the books/records evident at time of inspection:

Committee Meeting: 19 Judith Avenue Kotara 2289

Date: 4th July 2021

Meeting open: 1555hrs

Present: Jennifer Pickard, Erin Jordan, Sandra Menzies, John Woollett, Simone Samali

Response to Samantha Schramm's correspondence regarding repairs to the common fence between 3/19 Judith Ave Kotara and 10 Bryson Ave Kotara.

Firstly, we have discussed the correspondence from Samantha and have determined that much of it is unclear and is pre-dated to our individual property purchases. At this stage we request that you await further contact from Samantha which may add clarity to her requests. Upon receiving further communication, below is our joint response.

We have attempted assessed the fence from our side and most panels and posts appear sturdy and adequate. There are 3 panels that require repair or replacement at the western end, one of which is challenging due to the garden shed, very close to the boundary fence on the Bryson Avenue property. We, as a strata, are prepared to pay 50% of the costs to repair those 3 panels. We would request 3 quotes and are prepared to be involved in sourcing some/all of those quotes. We understand that the fencing contractors will require access to the Bryson Avenue property to adequately assess the repairs.

Closed: 1645hrs

Yours Sincerely

Strata Nirvana

Minutes for the General Meeting

SP 100504 19 Judith Ave
21/02/2020 10:00 am

1. MINUTES

The Owners Corporation **RESOLVED** that the minutes of the last General Meeting of the Owners Corporation, as circulated, be confirmed as a true record and account of the proceedings at that meeting.

2. SPECIAL BY-LAW 1 - SOLAR PANELS

That the Owners Corporation specially **RESOLVED** that in accordance with Section 141 of the Strata Schemes Management Act 2015 that the following by-law be made and notified to the Registrar General under the common seal of the Owners Corporation:

SPECIAL BY-LAW NO. 1 SOLAR PANELS

PART 1.1

GRANT OF RIGHT

1.1 The Owner has the special privilege to carry out the Works at its own cost subject to Part 3 of this by-law.

PART 1.2

THIS BY-LAW TO PREVAIL

1.2 (a) Notwithstanding anything contained in the by-laws applicable to the scheme, the Owner may (at the Owner's cost and to remain

the Owner's fixture) carry out the Works subject to the terms and conditions contained in Part 3 of this by-law.

(b) If there is any inconsistency between this by-law and any other by-law applicable to the scheme, then the provisions of this by-law shall prevail to the extent of that inconsistency.

PART 2

DEFINITIONS & INTERPRETATION

2.1 In this by-law, unless the context otherwise requires:

"Act" means the Strata Schemes Management Act, 1996 (NSW).

"Authority" means any government, semi-government, statutory, public or other authority having any jurisdiction over the Building or the Lot including the Council.

"Building" means the building situated at 19 Judith Ave Kotara

"Council" means Lake Macquarie City Council.

"Essential Work" means any essential maintenance, repair, replacement, upgrading, or emergency works that the Owners Corporation is required to do under section 65(1) of the Act or any other law to any part of the common property roof or other structures or services.

"Insurance" means:

(a) contract ors all risk insurance including public liability for an amount of \$20,000,000;

(b) insurance required under the Home Building Act, 1989 (if required); and

(c) workers compensation insurance.

"Lot" means any lot in strata plan no 85886.

"Owner" means the owner of the respective Lot.

"Owners Corporation" means the owners corporation created by the registration of strata plan no. 100504

* * * * *

Strata Nirvana

Top 10 Tips for Apartment Buyers

1. Do Some Sleuthing

Have Strata Nirvana search of the books & records of the owners corporation to view the finances & any issues the owners corporation is facing.

2. Don't Forget the Levies

Remember that you'll have to budget for levies to fund the annual running expenses of the owners' corporation & its long-term maintenance. Ultimately, this protects the value of your financial investment.

3. Know What You Are Buying Into

Check that the car space or garage you were shown is correctly allocated to the apartment – the strata plan will usually detail this. Your solicitor/conveyancer should also take you through the contract to ensure you understand each step of the purchase process.

4. Know Your Rights

Acquire a full copy of the by-laws that are specific to your owners corporation, so that you understand the rules that you will be required to live by. (By-laws are supplied with a Strata Nirvana report)

5. Show Me the Money

Have a good look at the condition of the building & make sure that the funds in the capital works fund match long term maintenance planned for the next few years.

6. Love Me, Love My Pet

Before you buy, check whether the owners corporation will welcome both you & your pet/s into the building. (Strata Nirvana reports clearly indicate pet status)

7. Be Informed

Educate yourself about your rights & responsibilities when living in a strata title property. NSW fair Trading have produced a booklet entitled Strata Living & Strata Nirvana are happy to provide advice.

8. Know Who To Call

Find out what emergency arrangements are in place or who to contact on your strata committee if something goes wrong in the building.

9. Be Active

Take an active interest in what goes on in your building. Attend the annual general meeting so that your voice is heard & consider becoming a member of your building's strata committee.

10. Love Thy Neighbour

Remember that in an apartment building, your neighbour is usually just on the other side of the wall. Live next to them as you would have them live next to you.

www.stratanirvana.com

Tuesday, 29 March 2022

Strata Nirvana

Thank you for engaging Strata Nirvana. Should you require further information regarding strata legislation, living in strata or the content of this report, Strata Nirvana will be pleased to assist. Strata Nirvana is available to explain living & investing in strata, your obligations & rights. We understand that for many strata is new & we are happy to answer your questions.

Strata Nirvana offers consultation to owners corporations wishing to self-manage their strata plan at a minimum cost. We are available to assist you when you need it.

Please feel free to visit our website for more information www.stratanirvana.com or like us on Facebook for strata updates www.facebook.com/stratanirvana.australia.

Vicky Sherry

Diploma of Management (Strata)
Bachelor of Applied Science (Oenology)
Fair Trading Licence Class 1 Agent Strata #1564430
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The inspection & report were compiled using visual only inspection of readily accessible books & records that were provided by the Strata Manager at the time of the inspection.

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Strata Nirvana

Strata Living:

The publication - Strata living - provides information for owners & residents about living in residential, commercial & other strata schemes.

URL: http://www.fairtrading.nsw.gov.au/biz_res/ftweb/pdfs/About_us/Publications/ft045.pdf

File size: 482kb

Terms of Inspection:

This report is subject to the Privacy Act 1998 an Australian law which regulates the handling of personal Information about individuals. This includes the collection, use, storage & disclosure of personal information, & access to & correction of that information. Information contained in this report was obtained from the books & records supplied to the Inspector & where noted, conversations with Officers of the Owners Corporation or the Managing Agent.

All reasonable care has been exercised whilst compiling this Report. No warranty or representation is made as to the accuracy of the information provided by the Managing Agent &/or Officers of the Owners Corporation & no responsibility is taken for any loss or damage due to any cause whatsoever, including negligence whether in connection with information supplied by the Managing Agent &/or Officers of the Owners Corporation or otherwise. The observations made of the state of repair of the strata premises are based on our documentation search & not on any physical inspection of the building. I do not profess to have any knowledge of building practices & hence am not qualified to offer advice as to the quality of the building &/or any major repairs carried out. In addition, I cannot guarantee that all records were inspected as some Owners Corporations may hold certain files internally (i.e. Documents that are subject to legal professional privilege; that are commercial in confidence; Correspondence that may relate to litigation or potential litigation; Information that may be considered a breach of another person's privacy, quotes & reports) & some Managing Agents may hold pending files that might not have been produced at the time of inspection.

Most documents are also now kept electronically & sometimes due to poor identification of document/s when scanning these may not be 'opened' as seemingly 'unimportant' – also sometimes these electronic documents have not been 'sent/updated' to the computer available for searchers to use.

If any further information is required as to the state of the building, then we recommend that a building report be obtained.

Service & Maintenance Agreements:

No search has been made of these or of any other agreements that may have been entered into by the Owners Corporation.

Abbreviations – the following are common abbreviations which may be used in this report:

SCM	(strata committee Meeting)
AGM	(Annual General Meeting)
EGM	(Extra-Ordinary General Meeting)
OFT	(Office of Fair Trading now NSW Fair Trading)
The Act	(The Strata Schemes Management Act, 2015 & Amendments)
SC	(strata committee)
OC	(Owners Corporation)
CTTT	(Consumer Tenancy & Trading Tribunal now NCAT)
NCAT	(NSW Civil & Administrative Tribunal)
HOW	(Home Owners Warranty)

Strata Nirvana

Strata Schemes Management Act 2015 No 50 [NSW]
Part 10 Records and information about strata schemes

Division 2 Provision of information about strata schemes

182 Requests for inspection of records of owners corporation

(1) Persons who may inspect

An owner, mortgagee or covenant chargee of a lot in a strata scheme, or a person authorised by the owner, mortgagee or covenant chargee, may request the owners corporation to allow an inspection to be carried out under this section.

(2) Form of request

The request must be made by written notice given to the owners corporation and be accompanied by the fee prescribed by the regulations.

(3) Items to be made available for inspection

The owners corporation must make the following items available for inspection by the person who makes the request or the person's agent:

- (a) the strata roll,
- (b) any other records or documents required to be kept under this Part,
- (c) the plans, specifications, certificates, diagrams and other documents required to be delivered to the owners corporation before its first annual general meeting by the original owner or the lessor of a leasehold strata scheme,
- (d) if in its custody or under its control, the certificate of title comprising the common property or, in the case of a leasehold strata scheme, the certificate of title for the lease of the common property,
- (e) any applicable 10-year capital works fund plan,
- (f) the last financial statements prepared,
- (g) every current policy of insurance taken out by the owners corporation and the receipt for the premium last paid for each such policy,
- (h) if a strata managing agent has been appointed, a copy of the instrument of appointment,
- (i) if a strata renewal plan has been given to owners for their consideration under Part 10 of the *Strata Schemes Development Act 2015*, a copy of the plan,
- (j) any other record or document in the custody or under the control of the owners corporation,
- (k) if the duties of the owners corporation under this subsection have been delegated to a strata managing agent, any other records (including records of the strata managing agent) relating to the strata scheme that are prescribed by the regulations,
- (l) if a building manager agreement is in force or has been entered into but has not yet commenced, a copy of the building manager agreement,
- (m) particulars of any service agreement entered into by the owners corporation,
- (n) particulars of any agreement entered into with a local council for a strata parking area,
- (o) if the request is made within 5 years after the end of the initial period, particulars of any orders made under section 27 and copies of any related contracts or other documents.

Maximum penalty: 5 penalty units.

(4) Meeting inspections

For the purpose of complying with requirements for the giving of notice of a meeting of the owners corporation, the original owner (whether or not having ceased to be an owner) or an agent authorised in writing by the original owner is entitled to inspect the strata roll without payment on making a written application.

Strata Nirvana

183 Inspection of owners corporation documents

- (1) An inspection under this Division is to take place at the time and place, or by the means, agreed on and, failing agreement, at the parcel at a time and on a date, or by the means, fixed by the owners corporation under this section.
- (2) If an applicant and the owners corporation fail to reach an agreement within 3 days after the owners corporation receives the application, the owners corporation must immediately give the applicant a written notice fixing a specified time (between 9 am and 8 pm) on a specified date (not later than 10 days after the owners corporation receives the application), or a specified means, for the inspection to take place.
- (3) The means for inspecting documents may be in person or through electronic access to the documents or any other means agreed on or fixed under this section.
- (4) A person entitled to inspect a document may take extracts from, or make a copy of, the document but must not, without the consent of the owners corporation, remove the document from the custody of the owners corporation.

Strata Schemes Management Regulation 2016 [NSW]
Schedule 4 Fees

Schedule 4 Fees

(Clause 64)

Item	Type of fee	Fee
	Fee payable to Secretary	
1	Lodgment of building bond	\$1,500
	Fees payable to owners corporation	
2	For making records available for inspection under section 182 of the Act	\$31 and an additional \$16 for each half-hour or part of half-hour after the first hour of inspection
3	For giving a certificate under section 184 of the Act:	
	(a) if the request is an initial request or request made more than 3 months after a previous request by the same person in respect of the same lot	\$109 and an additional \$54 for a further certificate for a lot comprising a garage, parking space or storeroom that services the lot the subject of the first certificate
	(b) if the request is made not more than 3 months after a previous request by the same person in respect of the same lot	\$94 and an additional \$47 for a further certificate for a lot comprising a garage, parking space or storeroom that services the lot the subject of the first certificate