

Strata Inspection Report



Client Name:	Dale Druckman
Lot No:	18
Strata Plan No:	87488
Property Address:	18/260 Penshurst Street, North Willoughby
Date Inspected:	09/09/2020
Commissioned by:	BeSafe Inspections
Contact:	ryan@besafeinspections.com.au

Some information to help you understand your report:

We advised that the inspection and report was compiled using visual only inspection for any readily accessible books and records that were provided by the appointed Strata Manager at the time of the inspection. Please read all sections of the report as well as any information provided at the end of the document to understand the report fully. This report is prepared for your information only (or the company who ordered this report) and no liability or responsibility is due to any third party who may rely on this report in whole or in part.

Contact the Inspector

Any enquiries relating to the report or its content must be directed to the Inspector on 0405 107 180.

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LIST OF INSPECTED DOCUMENTS

Listed are documents that are normally made available by the Strata Management during an inspection of the Strata Records.

DOCUMENT	AVAILABLE FOR INSPECTION
Strata Roll	Yes ☒ No ☐
Strata Plan	Yes ☒ No ☐
Certificate of Title	Yes ☒ No ☐
Financial Accounts	Yes ☒ No ☐
Capital Works Fund Forecast	Yes ☒ No ☐
Insurance Valuation	Yes ☒ No ☐
Building Insurance	Yes ☒ No ☐
AGM Minutes for previous 5 years	Yes ☒ No ☐
EGM minutes (if applicable)	Yes ☒ No ☐
Correspondence File	Yes ☒ No ☐
Fire Safety Certificate	Yes ☐ No ☒ (SP currently does not hold an AFSS)
Workplace Health and Safety Report	Yes ☐ No ☒
Asbestos Report	Yes ☐ No ☒
Combustible Cladding Report	Yes ☐ No ☒
Termite Inspection	Yes ☐ No ☒
By-Laws	Yes ☒ No ☐

NOTES AND COMMENTS

MANAGING AGENT DETAILS

Strata Management	Strata Republic
Address	704/70 Pitt Street, Sydney
Telephone Number	1300 884 104
Agency Agreement	Sighted
Is there a strata roll	Yes

STRATA ROLL DETAILS

Name of owner recorded	Druckman Twins Pty Ltd ATF Druckman Twins Trust
Address recorded	GPO Box 139, Sydney
Mortgages recorded	Nil apparent
Leases recorded	Nil apparent
Has the initial period expired	Yes

CERTIFICATE OF TITLE

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

A search should be made at NSW Land and Property Information regarding registers dealings. The Strata Schemes Management Act 2015 requires that a change of By-Laws must be registered within six (6) months of a resolution being passed.

Certificate of Title sighted	Sighted
Date of registration of strata plan	25/10/2012
Number of lots in strata scheme	44
Aggregate units of entitlement	10,000
Unit entitlement of subject lot	207

BY-LAWS

New Strata Legislation (effective 30 November 2016)

The Strata Schemes Management Act 2015 commenced on 30 November 2016 which enacted new regulations regarding By-Laws. All Strata Schemes should have reviewed their By-Laws before 1 December 2017. Schemes prior to 1 July 1997 were required to initially adopt the new model By-Laws. However, they can be subject to changes via a Special Resolution in a general meeting of the Owners Corporation.

Strata Schemes commencing between 1 July 1997 and 30 November 2016 are not required to adopt the new model By-Laws.

By-laws registered	Yes
Are any by-laws approved but not registered	Nil apparent
Are there any proposed changes to by law	Nil apparent
By-Laws regarding animals	Application for approval required – Refer to attached By-Laws 16 for detailed conditions
Any evidence of animals being refused	None Sighted
Any evidence of animals being accepted	None Sighted

MEETING MINUTES

Are records of the minutes retained

Yes

Minutes were inspected from

AGM 2016 to AGM 2020

ACCOUNT BALANCES

Strata Scheme Current Account Balances

Admin Fund

\$60,896.51

Capital Works Fund

\$6,513.42

TOTAL

\$67,409.93

Account Balance Sheet attached?

Yes

ANNUAL BUDGET CONTRIBUTION

When was the current budget determined

AGM dated 19/02/2020

Budget for current year attached

No

Annual Budget Contribution (by year)

Year	Administration Fund	Capital Works Fund	Differences
AGM 2020	\$164,000.00	\$95,000.00	-5.44%
AGM 2019	\$169,400.00	\$104,500.00	10.00%
AGM 2018	\$154,000.00	\$95,000.00	-

Is the Capital Fund separately levied

Yes

Current Income & Expenditure attached	Yes
Has an Auditor been appointed	Yes
Evidence of Income tax return	Sighted

LEVY CONTRIBUTION

Current standard Levies for subject Lot

Administration Fund	\$952.55 / Qtr
Capital Works Fund	\$504.80 / Qtr
Special Levies	No
Amount Outstanding	\$0.00

Special Levies for Strata Scheme

Evidence of Proposed Special Levies?	No
Likelihood of upcoming Special Levy	Unable to determine
Any Special Levies in the past 5 years	Yes

Special Levies Raised - Last 5 years

Year	Amount	Purpose
AGM 2020	\$40,000	To fund planter box works
AGM 2017	\$438,307	To fund Stage 1 and Stage 2 remedial works

PROPOSED MAJOR EXPENDITURE

Evidence of any proposed major works sighted?

None Sighted

MAJOR EXPENDITURE

Financials for the last five years sighted

Sighted

Financials attached

No

2018 – 2019 FY – Undetermined Fire Protection expenses - \$13,571.50 – Admin Fund
2018 – 2019 FY – Undetermined Plumbing expenses - \$7,745.91 – Admin Fund
2018 – 2019 FY – Undetermined Floor & Walls Tiling expenses - \$5,500.00 – Admin Fund
2018 – 2019 FY – Undetermined Consultants expenses - \$16,775.00 – Capital Works Fund
2018 – 2019 FY – Undetermined Painting & Surface Finishes - \$37,515.00 – Capital Works Fund
2018 – 2019 FY – Undetermined Tiling expenses - \$20,000.00 – Capital Works Fund
2018 – 2019 FY – Undetermined Waterproofing expenses - \$15,190.00 – Capital Works Fund
2019 – 2020 FY – Undetermined Consultants expenses - \$6,937.50 – Admin Fund
2019 – 2020 FY – Undetermined General Capital Works expenses - \$7,775.62 – Capital Works Fund
2019 – 2020 FY – Undetermined Waterproofing expenses - \$51,095.00 – Capital Works Fund
2019 – 2020 FY – Undetermined Landscaping expenses - \$12,287.50 – Capital Works Fund
2019 – 2020 FY – Undetermined Membrane expenses - \$53,023.64 – Capital Works Fund
2019 – 2020 FY – Undetermined Planter Boxes expenses - \$40,000.00 – Capital Works Fund

INSURANCE

The Strata Schemes Management Act 2015 requires the Owners Corporation to have the following:

- Building insurance for at least the amount determined in accordance with the Strata Schemes Management Regulations. An insurance valuation to estimate the total building replacement cost is not compulsory but is recommended to be carried out at least every 3 years;
- Public Liability cover to a minimum of \$20,000,000;
- Workers' Compensation insurance; and
- Voluntary Workers insurance.

Insurance Details

Insurer	CHU
Policy Number	HU0045380
Due Date	25/10/2020
Premium	\$27,730.22
Building Amount Insured	\$20,500,000
Last Valuation Sighted	16/08/2018
Last Valuation amount	\$20,500,000

HARMONY

Is there any evidence of disharmony other than those listed under notices and orders?

☐ Yes ☒ No

NOTICE AND ORDERS

Any orders made by the adjudicator ☐ Yes ☒ No

Any evidence of court order/legal action ☐ Yes ☒ No

GENERAL COMMENTS

Building Works and Improvements Update – July 2020 (full letter attached with this report)

The significant program of works as specified by Bellmont Engineering was completed by RBS builders at end 2018 – certification certificates and warranty insurance are held on file with Strata and the Project Manager. In addition to specified works, capping was installed on all parapet walls across the buildings

Over the last 12 months:

- Water features replaced with new planter boxes on both sides at the main entrance. Gardens replanted and wall rendered.
- Rooftop solar panels reinstated.
- Entrance gardens in southern blocks replanted and improved.
- Areas near turntable pebbled and planted.
- Ingress at rear main entry resolved and carpets in northern block rear and front entrances replaced with tiles.
- Installation of downpipe at northern end of north block.
- Car park ventilation system reconfigured
- Two new pumps installed
- Courtyard balcony to Unit 12A replaced and walls re-rendered. Adjoining part of Unit 12 balcony wall resealed to prevent ingress.
- Installation of new membrane in Upper planter boxes in southern building.
- Northern roof works including replacement of damaged membrane, upgrade of air conditioner wiring and installation of walkway for trades.

Works in-progress

- Rear pebble roof balconies to units 29, 39 and 43
- Replacement of corroded fan housing (chimney stack) on southern block
- Installation of roof gutter on the southern block
- Units 9 and 17 windows; installation of release and capture system
- Cleaning/re-laying/re-stretching of carpet in northern block.

Annual General Meeting – 2020

- Motion 10 – Planter Boxes Upper Levels
RESOLVED that the Owners – Strata Plan No. 87488 resolve to reinstate the remaining above ground planter boxes (3 boxes).

Strata Committee Meeting – 19/08/2019

- Motion 3 – Building Works
Chios have completed a number of small outstanding items and inspected with Tim Bean remaining items. The Committee noted the excellent response time of Chios and quality of work undertaken. A resident update was prepared and sent in July.
Chios commenced work on the water feature. Investigations identified water entering the feature via the planter box in the adjoining courtyard of 12A. Chios have advised that this planter box should also be sealed to ensure the integrity of the entrance feature. Unit 12A owner to be contacted and quote obtained. OC agreed to cease work on the water feature pending the report on 12A.

GLOSSARY

A

Agenda

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

Aggregate Unit Entitlement

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

Airspace

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

Annual General Meeting (AGM)

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

B

Budget

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

Building Management Committee (BMC)

A Committee formed to facilitate the operation of multiple strata plans that share building space and common facilities.

By-Laws

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

C

Capital Works Fund (previously known as Sinking Fund)

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

Certificate of Title

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

Common Property

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

Community Scheme

Is a Scheme that differs from a Strata Scheme in that the lot owners are responsible for maintaining any structures on their lot, both inside and outside the structures. They are also responsible for the upkeep of any common (association) property.

E

Exclusive Use

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

Executive Committee (see Strata Committee)

Extraordinary General Meeting (EGM)

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

H

Harmony

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

I

Initial Period

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

L

Levies

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

Lot

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

M

Minutes

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

Motion

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

O

Ordinary Resolution

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

Original Owner

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

Owners Corporation

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

P

Poll

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

Proxy

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

Q

Quorum

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

R

Resolution

A decision made at a meeting based on a motion raised and addressed at the meeting. There are 3 types of resolutions – Ordinary Resolutions, Special Resolutions and Unanimous Resolutions.

S

Sinking Fund (see Capital Works Fund)

Special Levy

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

Special Resolution

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

Strata Committee (previously known as the Executive Committee)

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

Strata Roll

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

Strata Scheme

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

T

Total Unit Entitlement

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

Tribunal

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

U

Unanimous Resolution

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

Unit Entitlement

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

W

WHS – Work Health & Safety

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

TERMS & CONDITIONS

The contents of this report are based upon an inspection of those body corporate records available for a period of up to five (5) years prior to the date of this report, unless otherwise stated. Where relevant, information received in the course of conversation with officers of the body corporate and/or the managing agent is included.

This Strata Report is based solely on an inspection of the records of the Owners Corporation provided for our inspection and we do not carry out any physical inspection of the unit or of the building.

Whilst all reasonable care has been taken in the production of this report, no guarantee of accuracy is offered or implied in respect of the information supplied to us at the time of inspection. You should be aware that in some cases Strata Managers hold a "Pending" or "Work in Progress" (WIP) file which is not made available for strata inspection. Important information which may be contained in such files will not appear in this Strata Report where the files have not been provided to us at the time of inspection.

No responsibility is accepted for any loss or damage whatsoever arising from Inaccuracies contained in the information supplied to us at the time of inspection.

Where the Owners Corporation's records provided for our inspection contain a notice or order from Council requiring fire safety or occupational health and safety upgrade works to be undertaken this information is included in this Strata Report. However, the absence of a notice or order from the Owners Corporation's records should not be taken as indicating that the building complies with the Building Code of Australia in regard to these matters.

We recommend strongly that you speak to your solicitor or conveyancer about checking on these matters with Council and, where appropriate, consultants qualified in these areas. It is not unusual for Councils to issue fire upgrade orders or notices on Owners Corporations and compliance can be very expensive. The existence or absence of easements, rights of way and the like are outside the scope of this Strata Report. This information should be obtained from the title of the unit and of the common property through your solicitor or conveyancer.

This report is made for the benefit of the parties listed herein (other than the vendor) and no other person shall be or shall be deemed to be entitled to rely on this report for any purpose whatsoever. Any third party acting or relying on this Report whether in whole or in part does so at their own risk.

Strata Roll

The Owners-Strata Plan 87488

Willoughby Green, 260 Penshurst Street, North Willoughby NSW
2068

INDIVIDUAL LOT

Lot 18

Associated lots:

Unit no. 18

Unit entitlements

Levy Entitlement 207.00 / 10,000.00

Owners

Name

Address for service of notices

Druckman Twins Pty Ltd ATF Druckman Twins
Trust

c/- Village Property, GPO Box 139, Sydney NSW 2001

Email Address dale@druckman.com.au

Date of entry 19/11/2012

Date of purchase 16/11/2012

Mortgages

None

Leases

Current agent

Village Property Estate

GPO Box 139 Sydney NSW 2001

Lessee	Term	Address for service of notices	Date of termination	Date of entry
Kate Hipwell & Alexander Hay	12 months	18/260 Penshurst Street, Willoughby NSW 2068	20/11/2013	21/11/2012
Timothy Whaite & Maria Camila Whaite	12 months	18/260 Penshurst Street, Willoughby NSW 2068	17/08/2020	12/08/2019

Owner Ledger

Start Date: 01/01/2016

End Date: 30/09/2022

Owners: One only

The Owners-Strata Plan 87488

Willoughby Green, 260 Penshurst Street, North Willoughby NSW 2068

Lot 18 Unit 18 Druckman Twins Pty Ltd ATF Druckman Twins Trust

UE / AE: 207.00 / 10,000.00

Levies

Levy no.	Due date	Frequency	Details	Admin Fund		Capital Works Fund		Interest paid	Discount	Levy type	Status	Group
				Due	Paid	Due	Paid					
			Balance brought forward	0.00		0.00						
1	01/03/2016	Quarterly	Quarterly Admin/Capital Works Levy	814.05	814.05	155.25	155.25	0.00	0.00%	Standard	Normal	None
2	01/06/2016	Quarterly	Quarterly Admin/Capital Works Levy	814.05	814.05	155.25	155.25	0.00	0.00%	Standard	Normal	None
3	01/07/2016	Once-off	Stage 1 Remedial Works	3,735.60	3,735.60	0.00	0.00	0.00	0.00%	Special	Normal	None
4	01/09/2016	Quarterly	Quarterly Admin/Capital Works Levy	814.05	814.05	155.25	155.25	0.00	0.00%	Standard	Normal	None
5	01/12/2016	Quarterly	Quarterly Admin/Capital Works Levy	814.05	814.05	155.25	155.25	0.00	0.00%	Standard	Normal	None
6	01/03/2017	Quarterly	Cancelled: Quarterly Admin/Capital Works Levy	814.05	0.00	155.25	0.00	0.00	0.00%	Standard	Cancelled	None
7	01/03/2017	Quarterly	Quarterly Admin/Capital Works Levy	876.65	876.65	233.40	233.40	0.00	0.00%	Standard	Normal	None
8	27/04/2017	Once-off	Lot 18: 1x Garage Remote	254.80	254.80	0.00	0.00	0.00		Owner Invoice	Normal	None
9	18/05/2017	Once-off	Lot 18: Debt recovery Stage 1	44.00	44.00	0.00	0.00	0.00		Owner Invoice	Normal	None
10	01/06/2017	Quarterly	Quarterly Admin/Capital Works Levy	876.65	876.65	233.40	233.40	0.00	0.00%	Standard	Normal	None
11	01/07/2017	Monthly	Stage 2 - Remedial Defect Repairs	3,024.35	3,024.35	0.00	0.00	0.00	0.00%	Special	Normal	None
12	27/07/2017	Once-off	Lot 18: service for water damaged carpet charge to lot18/87488 (Carpet Rescue Squad #21016)	1,186.00	1,186.00	0.00	0.00	0.00		Owner Invoice	Normal	None
13	01/08/2017	Monthly	Stage 2 - Remedial Defect Repairs	3,024.35	3,024.35	0.00	0.00	0.00	0.00%	Special	Normal	None
14	01/09/2017	Quarterly	Quarterly Admin/Capital Works Levy	876.65	876.65	233.40	233.40	0.00	0.00%	Standard	Normal	None
15	01/09/2017	Monthly	Stage 2 - Remedial Defect Repairs	3,024.35	3,024.35	0.00	0.00	0.00	0.00%	Special	Normal	None
16	01/12/2017	Quarterly	Quarterly Admin/Capital Works Levy	876.65	876.65	233.40	233.40	0.00	0.00%	Standard	Normal	None
17	01/03/2018	Quarterly	Quarterly Admin/Capital Works Funds	876.65	876.65	540.80	540.80	0.00	0.00%	Standard	Normal	None
18	01/06/2018	Quarterly	Quarterly Admin/Capital Works Funds	876.65	876.65	540.80	540.80	0.00	0.00%	Standard	Normal	None

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Lot 18 Unit 18 Druckman Twins Pty Ltd ATF Druckman Twins Trust UE / AE: 207.00 / 10,000.00

19	01/09/2018	Quarterly	Quarterly Admin/Capital Works Funds	876.65	876.65	540.80	540.80	0.00	0.00%	Standard	Normal	None
20	02/11/2018	Once-off	Lot 18: 2x Additional Key	13.20	13.20	0.00	0.00	0.00		Owner Invoice	Normal	None
21	01/12/2018	Quarterly	Quarterly Admin/Capital Works Funds	876.65	876.65	540.80	540.80	0.00	0.00%	Standard	Normal	None
22	01/03/2019	Quarterly	Quarterly Admin/Capital Works Funds Levy	876.65	876.65	540.80	540.80	0.00	0.00%	Standard	Normal	None
23	01/06/2019	Quarterly	Quarterly Admin/Capital Works Funds Levy	876.65	876.65	540.80	540.80	0.00	0.00%	Standard	Normal	None
24	30/08/2019	Once-off	Lot 18: 1x Garage remote	132.00	132.00	0.00	0.00	0.00		Owner Invoice	Normal	None
25	01/09/2019	Quarterly	Quarterly Admin/Capital Works Funds Levy	876.65	876.65	540.80	540.80	0.00	0.00%	Standard	Normal	None
26	01/12/2019	Quarterly	Quarterly Admin/Capital Works Funds Levy	876.65	876.65	540.80	540.80	0.00	0.00%	Standard	Normal	None
27	15/03/2020	Quarterly	Quarterly Admin/Capital Works Funds Levy	952.55	952.55	540.80	540.80	0.00	0.00%	Standard	Normal	None
28	20/04/2020	Quarterly	Planterbox works	455.40	455.40	0.00	0.00	0.00	0.00%	Special	Normal	None
29	01/06/2020	Quarterly	Quarterly Admin/Capital Works Funds Levy	952.55	952.55	540.80	540.80	0.00	0.00%	Standard	Normal	None
30	20/07/2020	Quarterly	Planterbox works	455.40	455.40	0.00	0.00	0.00	0.00%	Special	Normal	None
31	01/09/2020	Quarterly	Quarterly Admin/Capital Works Funds Levy	952.55	952.55	540.80	540.80	0.00	0.00%	Standard	Normal	None
32	01/12/2020	Quarterly	Quarterly Admin/Capital Works Funds Levy	952.55	0.00	540.80	0.00	0.00	0.00%	Standard	Normal	None

Current position: Unallocated prepayments \$0.00

Levy arrears & owner invoices due \$0.00

Interest on levy arrears \$0.00

Receipts

Date	Receipt no.	Subtype	Status	Source	Admin Fund		Capital Works Fund		Unallocated		Total amount	Cheque no.	Levy no.
					Paid	Interest	Paid	Interest	Paid				
29/02/2016	646	Receipt	Banked		814.05	0.00	155.25	0.00	0.00		969.30		1
31/05/2016	697	Receipt	Banked		814.05	0.00	155.25	0.00	0.00		969.30		2
30/06/2016	739	Receipt	Banked		3,735.60	0.00	0.00	0.00	0.00		3,735.60		3
22/08/2016	777	Receipt	Banked		814.05	0.00	155.25	0.00	0.00		969.30		4
30/11/2016	837	Receipt	Banked		814.05	0.00	155.25	0.00	0.00		969.30		5
27/04/2017	909	Receipt	Banked		254.80	0.00	0.00	0.00	0.00		254.80		8
22/05/2017	919	Receipt	Banked		857.15	10.04	155.08	1.91	0.00		1,024.18		6, 9
29/05/2017		Invoice cancellation		Cancel Levy Posting	0.00	(10.04)	0.00	(1.91)	11.95		0.00		6
29/05/2017		Invoice cancellation		Cancel Levy Posting	(813.15)	0.00	(155.08)	0.00	968.23		0.00		6
29/05/2017		Unalloc money allocation		Levy Posting	774.09	0.00	206.09	0.00	(980.18)		0.00		7
26/06/2017	965	Receipt	Banked		4,003.56	0.00	260.71	0.00	0.00		4,264.27		7, 10, 11
31/07/2017	1019	Receipt	Banked		3,024.35	0.00	0.00	0.00	0.00		3,024.35		13, 12

The Owners-Strata Plan 87488

Willoughby Green, 260 Penshurst Street, North Willoughby NSW 2068

Lot 18 Unit 18 Druckman Twins Pty Ltd ATF Druckman Twins Trust UE / AE: 207.00 / 10,000.00

04/09/2017	1072	Receipt	Banked	1,186.00	0.00	0.00	0.00	0.00	1,186.00	13
04/09/2017	1074	Receipt	Banked	3,901.00	0.00	233.40	0.00	0.00	4,134.40	14, 15
30/11/2017	1130	Receipt	Banked	876.65	0.00	233.40	0.00	0.00	1,110.05	16
27/03/2018	1208	Receipt	Banked	876.65	0.00	540.80	0.00	0.00	1,417.45	17
05/06/2018	1254	Receipt	Banked	876.65	0.00	540.80	0.00	0.00	1,417.45	18
24/09/2018	1326	Receipt	Banked	876.65	0.00	540.80	0.00	0.00	1,417.45	19
14/12/2018	1379	Receipt	Banked	13.20	0.00	0.00	0.00	0.00	13.20	20
03/01/2019	1380	Receipt	Banked	876.65	0.00	540.80	0.00	0.00	1,417.45	21
21/03/2019	1432	Receipt	Banked	876.65	0.00	540.80	0.00	0.00	1,417.45	22
05/06/2019	1472	Receipt	Banked	876.65	0.00	540.80	0.00	0.00	1,417.45	23
12/09/2019	1523	Receipt	Banked	927.01	0.00	490.44	0.00	0.00	1,417.45	25, 24
21/10/2019	1529	Receipt	Banked	81.64	0.00	50.36	0.00	0.00	132.00	25
05/12/2019	1573	Receipt	Banked	876.65	0.00	540.80	0.00	0.00	1,417.45	26
30/03/2020	1645	Receipt	Banked	952.55	0.00	540.80	0.00	0.00	1,493.35	27
22/04/2020	1668	Receipt	Banked	455.40	0.00	0.00	0.00	0.00	455.40	28
09/06/2020	1717	Receipt	Banked	1,411.08	0.00	542.58	0.00	0.00	1,953.66	29, 31, 30
31/08/2020	1779	Receipt	Banked	949.42	0.00	539.02	0.00	0.00	1,488.44	31

Balance Sheet - Detailed

As at 08/09/2020

The Owners-Strata Plan 87488

Willoughby Green, 260 Penshurst Street, North
 Willoughby NSW 2068

	Current period
Owners' funds	
Administrative Fund	
Operating Surplus/Deficit--Admin	52,927.21
Owners Equity--Admin	7,969.30
	<u>60,896.51</u>
Capital Works Fund	
Operating Surplus/Deficit--Capital Works	(34,229.56)
Owners Equity--Capital Works	40,742.98
	<u>6,513.42</u>
Net owners' funds	<u><u>\$67,409.93</u></u>
Represented by:	
Assets	
Administrative Fund	
Cash at Bank--Admin	47,112.56
Receivable--Levies (Special)--Admin	1,971.20
Receivable--Levies--Admin	14,589.66
Receivable--Owners--Admin	991.28
	<u>64,664.70</u>
Capital Works Fund	
Cash at Bank--Capital Works	(9,103.54)
Receivable--Levies--Capital Works	8,333.40
	<u>(770.14)</u>
Unallocated Money	<u>0.00</u>
Total assets	<u><u>63,894.56</u></u>
Less liabilities	
Administrative Fund	
Creditor--GST--Admin	3,467.69
Deposits Received--Damage Bond--Admin	300.00
Prepaid Levies--Admin	0.50
	<u>3,768.19</u>
Capital Works Fund	
Creditor--GST--Capital Works	(7,283.84)
Prepaid Levies--Capital Works	0.28
	<u>(7,283.56)</u>
Unallocated Money	<u>0.00</u>
Total liabilities	<u><u>(3,515.37)</u></u>
Net assets	<u><u>\$67,409.93</u></u>

Income & Expenditure Statement for the financial year-to-date 01/12/2019 to 08/09/2020

The Owners-Strata Plan 87488

 Willoughby Green, 260 Penshurst Street, North
 Willoughby NSW 2068

Administrative Fund

		Current period	Annual budget	Previous year
		01/12/2019-08/09/2020	01/12/2019-30/11/2020	01/12/2018-30/11/2019
Revenue				
142000	Insurance Claims	7,892.00	0.00	0.00
142500	Interest on Arrears--Admin	33.19	0.00	101.38
142755	Issue Keys	386.82	0.00	397.27
143000	Levies Due--Admin	164,001.61	164,000.00	154,003.12
146500	Status Certificate Fees	436.00	0.00	109.00
147000	Strata Roll Inspection Fees	62.00	0.00	62.00
Total revenue		172,811.62	164,000.00	154,672.77
Less expenses				
150201	Admin--Accounting--BAS	750.00	1,000.00	1,000.00
150800	Admin--Auditors--Audit Services	910.00	900.00	840.00
151401	Admin--Bank Charges--Account Fees	0.00	20.00	32.50
154000	Admin--Base Management Fee	8,512.14	11,850.00	11,286.96
151600	Admin--Consultants	590.00	0.00	85.00
153800	Admin--Fixed Disbursement Fee	3,386.25	4,515.00	4,515.00
153200	Admin--Legal Fees	2,275.45	500.00	128.73
154200	Admin--Meeting Room Expenses	210.91	220.00	210.91
154100	Admin--Other Management Services	1,830.00	3,000.00	2,690.00
155600	Admin--Search Fees	0.00	0.00	19.15
155800	Admin--Stationery & Printing	0.00	0.00	3.17
156000	Admin--Status Certificate Fees Paid	327.00	0.00	109.00
156400	Admin--Strata Inspection Fees Paid	62.00	0.00	62.00
150202	Admin--Tax Return	340.00	350.00	340.00
157000	Admin--Telephone Charges	1,642.52	2,000.00	1,980.05
159050	Insurance--Claims Paid	7,892.00	0.00	0.00
159000	Insurance--Excesses	500.00	1,000.00	0.00
159100	Insurance--Premiums	23,819.31	25,500.00	22,374.87
160000	Maint Bldg--Airconditioning	375.00	0.00	0.00
163000	Maint Bldg--Cleaning	15,119.05	20,000.00	19,154.09
163001	Maint Bldg--Cleaning--Carpet/Furniture	0.00	3,500.00	(530.50)
163006	Maint Bldg--Cleaning--Garage Floor	0.00	2,500.00	0.00
163005	Maint Bldg--Cleaning--Windows/Glass/Paint Surfaces	0.00	2,000.00	(315.00)
164200	Maint Bldg--Consultants	6,937.50	0.00	0.00
164400	Maint Bldg--Contingency	0.00	5,000.00	0.00
164600	Maint Bldg--Doors & Windows	785.00	1,000.00	2,225.00
164800	Maint Bldg--Electrical	720.00	2,000.00	841.73
165800	Maint Bldg--Fire Protection	(1,996.50)	9,000.00	13,571.50

Administrative Fund

		Current period	Annual budget	Previous year
		01/12/2019-08/09/2020	01/12/2019-30/11/2020	01/12/2018-30/11/2019
166600	Maint Bldg--Garage Doors	827.28	1,000.00	1,127.73
167200	Maint Bldg--General Repairs	834.00	1,500.00	2,910.93
168800	Maint Bldg--Hot Water Service	1,238.64	1,000.00	0.00
169600	Maint Bldg--Intercom	483.24	1,000.00	0.00
170200	Maint Bldg--Lift	16,896.92	17,500.00	16,767.82
170600	Maint Bldg--Locks, Keys & Card Keys	618.09	1,000.00	1,800.00
171100	Maint Bldg--Mechanical Ventilation	1,125.00	1,500.00	1,475.00
172000	Maint Bldg--Pest/Vermin Control	280.00	500.00	400.00
172100	Maint Bldg--Plumbing	3,668.19	3,500.00	7,745.91
172400	Maint Bldg--Pumps	2,738.86	1,500.00	730.00
172800	Maint Bldg--Roof	0.00	1,000.00	0.00
173800	Maint Bldg--Signs & Notice Boards	0.00	0.00	66.56
173900	Maint Bldg--Solar Panel	0.00	1,000.00	565.00
174800	Maint Bldg--Tiling--Floor & Walls	(5,500.00)	1,000.00	5,500.00
178400	Maint Grounds--Lawns & Gardening	6,340.00	12,000.00	16,043.17
181500	Special Levy Expenses	687.50	0.00	0.00
190200	Utility--Electricity	5,803.78	10,000.00	9,668.29
190400	Utility--Gas	219.30	700.00	582.70
191200	Utility--Water & Sewerage	8,635.98	12,000.00	12,112.21
Total expenses		119,884.41	163,555.00	158,119.48
Surplus/Deficit		52,927.21	445.00	(3,446.71)
Opening balance		7,969.30	7,969.30	11,416.01
Closing balance		\$60,896.51	\$8,414.30	\$7,969.30

Capital Works Fund

		Current period	Annual budget	Previous year
		01/12/2019-08/09/2020	01/12/2019-30/11/2020	01/12/2018-30/11/2019
Revenue				
242500	Interest on Arrears--Capital Works	19.72	0.00	62.54
243100	Levies Due (Special)--Capital Works	40,000.00	0.00	0.00
243000	Levies Due--Capital Works	95,003.12	95,000.00	95,003.12
Total revenue		135,022.84	95,000.00	95,065.66
Less expenses				
261500	Maint Bldg--Building Rectification	0.00	0.00	1,799.00
264200	Maint Bldg--Consultants	4,718.75	10,000.00	16,775.00
264300	Maint Bldg--Contingency	0.00	5,158.00	0.00
264700	Maint Bldg--Driveway/Walkway	0.00	6,820.00	0.00
264800	Maint Bldg--Electrical	0.00	2,000.00	0.00
266100	Maint Bldg--Floor	0.00	33,000.00	0.00
267400	Maint Bldg--General Replacement	3,749.89	0.00	0.00
267200	Maint Bldg--General--Capital Works	7,775.62	0.00	0.00
268800	Maint Bldg--Hot Water Service	0.00	0.00	862.05
270202	Maint Bldg--Lift--Refurbishment/Upgrading	0.00	5,000.00	0.00
271600	Maint Bldg--Painting & Surface Finishes	(7,555.00)	350.00	37,515.00
272100	Maint Bldg--Plant & Equipment	0.00	0.00	1,058.47
272200	Maint Bldg--Plumbing & Drainage	0.00	0.00	3,296.25
274200	Maint Bldg--Structural Improvements	1,307.00	0.00	0.00
275100	Maint Bldg--Tiling	2,850.00	0.00	20,000.00
275003	Maint Bldg--Waterproofing	51,095.00	0.00	15,190.00
278200	Maint Grounds--Landscaping	12,287.50	10,000.00	0.00
278500	Maint Grounds--Membrane	53,023.64	36,000.00	0.00
281500	Special Levy Expenses	40,000.00	0.00	0.00
Total expenses		169,252.40	108,328.00	96,495.77
Surplus/Deficit		(34,229.56)	(13,328.00)	(1,430.11)
Opening balance		40,742.98	40,742.98	42,173.09
Closing balance		\$6,513.42	\$27,414.98	\$40,742.98

Form: 15CH
Release: 2.1
Licence: 01-05-086
Licensec: LEAP Legal Software Pty Limited
Firm name: J.S. Mueller & Co

**CONSOLIDATION/
CHANGE OF BY-LAW**
New South Wales
Strata Schemes Management Act 2015
Real Property Act 1900

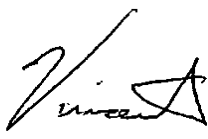


AQ206659P

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

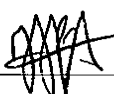
(A) TORRENS TITLE	For the common property CP/SP87488		
(B) LODGED BY	Document	Name, Address or DX, Telephone, and Customer Account Number if any	CODE CH
	47V	H M ALLEN & CO - 123012E DX 437 SYDNEY Phone: 9199-1022 Mobile: 0438 413 927 admin@hmallen.com.au Reference: JSM. 36377	

- (C) The Owners-Strata Plan No 87488 certify that a special resolution was passed on 19 February 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 No. 2
Amended by-law No Not Applicable
as fully set out below:
See Annexure Hereto
- (F) A consolidated list of by-laws affecting the above mentioned strata scheme and incorporating the change referred to at Note (E) is annexed hereto and marked as Annexure "A".
- (G) The seal of the Owners-Strata Plan No 87488 was affixed on 10th June 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: 

Name: Vincent Wan

Authority: Strata Manager

Signature: 

Name: Juliana Arruda

Authority: Assistant Strata Manager





JS MUELLER & CO
LAWYERS

STRATA PLAN NO. 87488

CONSOLIDATION OF BY-LAWS

ANNEXURE "A"

The seal of The Owners - Strata Plan No. 87488 was affixed on 10th June 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:

Name(s): Vincent Wan

Authority: Strata Manager

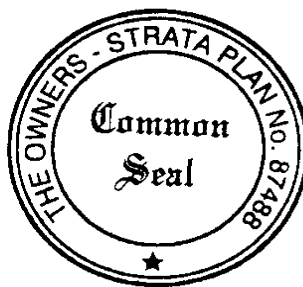


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Willoughby Green By-Laws

1 Noise

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

2 Vehicles

- 2.1. An owner or occupier of a lot must not park or stand any motor or other vehicle on common property except with the prior written approval of the Owner's Corporation, or as permitted by a sign authorised by the Owner's Corporation.
- 2.2. This by-law applies to all Common property including all designated visitor car spaces and the turntable
- 2.3. An owner or an occupier of a lot must not park in the private parking spaces of other owners and must ensure that their vehicles are parked within the boundaries of their private car spaces and not in a manner that encroaches on common property

3 Obstruction of common property

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

4 Damage to lawns and plants on common property

- 4.1. An owner or occupier of a lot must not, except with the prior written approval of the Owner's Corporation :
 - 4.1.a. damage any lawn, garden, tree, shrub, plant or flower being part of or situated on common property, or
 - 4.1.b. use for his or her own purposes as a garden any portion of the common property.

5 Damage to common property

- 5.1. An owner or occupier of a lot must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property except with the prior written approval of the Owner's Corporation.
- 5.2. An approval given by the Owner's Corporation under subclause 5.1 cannot authorise any additions to the common property.
- 5.3. This by-law does not prevent an owner or person authorised by an owner from installing:
 - 5.3.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
 - 5.3.b. any screen or other device to prevent entry of animals or insects on the lot, or

- 5.3.c. any structure or device to prevent harm to children, or
- 5.3.d. any device used to affix decorative items to the internal surfaces of walls in the owner's lot.

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

5.5. Despite section 62, the owner of a lot must:

- 5.5.a. maintain and keep in a state of good and serviceable repair any installation or structure referred to in subclause 5.3 that forms part of the common property and that services the lot, and
- 5.5.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 subclause 5.3 that forms part of the common property and that services the lot.

6 Behaviour of owners and occupiers

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

7 Children playing on common property in building

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

8 Behaviour of invitees

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

9 Depositing rubbish and other material on common property

9.1. 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 Owner's Corporation.

10 Drying of laundry items

10.1. An owner or occupier of a lot must not, except with the prior written approval of the Owner's Corporation, hang any washing, towel, bedding, clothing or other article on any part of the parcel in such a way as to be visible from outside the building other than on any lines provided by the Owner's Corporation for the purpose and there only for a reasonable period.

11 Cleaning windows and doors

- 11.1. An owner or occupier of a lot must keep clean all exterior surfaces of glass in windows, doors and balconies on the boundary of the lot, including so much as is common property, unless that glass or part of the glass cannot (in the opinion of the Owner's Corporation, acting reasonably,) be accessed by the owner or occupier of the lot safely or at all.

12 Storage of inflammable liquids and other substances and materials

- 12.1. An owner or occupier of a lot must not, except with the prior written approval of the Owner's Corporation, use or store on the lot or on the common property any inflammable chemical, liquid or gas or other inflammable material.
- 12.2. This by-law does not apply to chemicals, liquids, gases or other material used or intended to be used for domestic purposes, or any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine,

13 Moving furniture and other objects on or through common property

- 13.1. An owner or occupier of a lot must not transport any furniture or large object through or on common property within the building unless sufficient notice has first been given to the executive committee so as to enable the executive committee to arrange for its nominee to be present at the time when the owner or occupier does so.
- 13.2. An Owner's Corporation may resolve that furniture or large objects are to be transported through or on the common property (whether in the building or not) in a specified manner.
- 13.3. If the Owner's Corporation has specified, by resolution, the manner in which furniture or large objects are to be transported, an owner or occupier of a lot must not transport any furniture or large object through or on common property except in accordance with that resolution.

14 Floor coverings

- 14.1. An owner of a lot must ensure that all floor space within the lot is covered or otherwise treated to an extent sufficient to prevent the transmission from the floor space of noise likely to disturb the peaceful enjoyment of the owner or occupier of another lot
- 14.2. Any changes to existing floor coverings, from the date of this amendment, require the approval of the owner's corporation and must meet, at a minimum, a 4 star acoustic rating as described under the AAAC guidelines.
- 14.3. This by-law does not apply to floor space comprising a kitchen, laundry, lavatory or bathroom.

15 Garbage disposal

- 15.1. An owner or occupier of a lot in a strata scheme that does not have shared receptacles for garbage, recyclable material or waste:

- 15.1.a. must maintain such receptacles within the lot, or on such part of the common property as may be authorised by the Owner's Corporation , in clean and dry condition and (except in the case of receptacles for recyclable material) adequately covered, and
 - 15.1.b. must ensure that before refuse, recyclable material or waste is placed in the receptacles it is, in the case of refuse, securely wrapped or, in the case of tins or other containers, completely drained, or, in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines, and
 - 15.1.c. for the purpose of having the garbage, recyclable material or waste collected, must place the receptacles within an area designated for that purpose by the Owner's Corporation and at a time not more than 12 hours before the time at which garbage, recyclable material or waste is normally collected, and
 - 15.1.d. when the garbage, recyclable material or waste has been collected, must promptly return the receptacles to the lot or other area referred to in paragraph (a) of this clause,
 - 15.1.e. must not place anything in the receptacles of the owner or occupier of any other lot except with the permission of that owner or occupier, and
 - 15.1.f. must promptly remove any thing which the owner, occupier or garbage or recycling collector may have spilled from the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled.
- 15.2. An owner or occupier of a lot in a strata scheme that has shared receptacles for garbage, recyclable material or waste:
- 15.2.a. must ensure that before refuse, recyclable material or waste is placed in the receptacles it is, in the case of refuse, securely wrapped or, in the case of tins or other containers, completely drained, or, in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines, and
 - 15.2.b. must promptly remove any thing which the owner, occupier or garbage or recycling collector may have spilled in the area of the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled.
 - 15.2.c. Must place all garbage in the receptacles provided. Garbage is not to be left on garbage room floors or any other part of the common property. Should the bins provided be full, the owner or occupier must return when the bins have been emptied and are back in place in the garbage rooms

16 Keeping of animals

- 16.1. Subject to section 49(4), an owner or occupier of a lot must not, without the prior written approval of the Owner's Corporation, keep any more than two animals (comprising one or more of a cat, a small dog or a small caged bird, or fish kept in a secure aquarium on the lot) on the lot or the common property.
- 16.2. The Owner's Corporation must not unreasonably withhold its approval of the keeping of an animal on a lot.
- 16.3. If an owner or occupier of a lot keeps a cat, small dog or small caged bird on the lot then the owner or occupier must:
 - 16.3.a. notify the Owner's Corporation that the animal is being kept on the lot, and
 - 16.3.b. keep the animal within the lot, and
 - 16.3.c. carry the animal when it is on the common property, and
 - 16.3.d. take such action as may be necessary to clean all areas of the lot or the common property that are soiled by the animal

17 Appearance of lot

- 17.1. The owner or occupier of a lot must not, without the prior written approval of the Owner's 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.
- 17.2. This by-law does not apply to the hanging of any washing, towel, bedding, clothing or other article as referred to in by-law 10.

18 Notice board

- 18.1. An occupier of a lot must notify the Owner's Corporation if the occupier changes the existing use of the lot.
- 18.2. Without limiting clause 18.1, the following changes of use must be notified:
- 18.2.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.
 - 18.2.b. a change to the use of a lot for short-term or holiday letting (as permitted under by-law 27).
- 18.3. The notice must be given in writing at least 21 days before the change occurs or a lease or sublease commences.

19 Change in use of lot to be notified

- 19.1. The Owner's Corporation may, by special resolution, determine to enter into arrangements for the provision of the following amenities or services to one or more of the lots, or to the owners or occupiers of one or more of the lots:
- 19.1.a. window cleaning,
 - 19.1.b. garbage disposal and recycling services,
 - 19.1.c. electricity, water or gas supply,
 - 19.1.d. telecommunication services (for example, cable television).
- 19.2. If the Owner's Corporation makes a resolution referred to in subclause 19.1 to provide an amenity or service to a lot or to the owner or occupier of a lot, it must indicate in the resolution the amount for which, or the conditions on which it will provide the amenity or service.

Note. Section 111 of the Act provides that an Owner's Corporation may enter into an agreement with an owner or occupier of a lot for the provision of amenities or services by it to the lot or to the owner or occupier.

20. Exclusive Use Rights – Air Conditioning

- 20.1. The owner or owners from time to time of all lots in the Strata Plan shall each have a right of exclusive use and enjoyment of that part of the common property currently occupied by the plant which respectively services each owner's air conditioning system and/or mechanical ventilation system as well as that part of the common property occupied by the pipeline connecting the plant to the respective air conditioning system of each lot and/or

mechanical ventilation systems of each lot, on the terms and conditions contained in this by-law.

20.2. Each owner must at the cost of each owner:

- 20.2.a. maintain and keep in a state of good and serviceable repair the common property occupied by such plant and pipeline (servicing the air conditioning of the relevant lot);
- 20.2.b. maintain and keep in a state of good and serviceable repair (including replacement) the said plant and pipeline (servicing the air conditioning of the relevant lot); and
- 20.2.c. indemnify and keep indemnified the Owner's Corporation in respect of that part of the common property so benefiting that owner against all actions, proceedings, claims, demands, costs, damages and expenses which may be incurred by or brought or made against the Owner's Corporation and arising directly or indirectly out of the use of the common property by that owner pursuant to this by-law.

21. Consent of Owner's Corporation to Air Conditioning Systems

21.1. The owner of a lot shall not install or operate any ducted air conditioning system which encroaches on to the common property without the prior written consent of the Owner's Corporation which will not be unreasonably withheld where the owner:

- 21.1.a. obtains all relevant consents in relation to the installation;
- 21.1.b. properly maintains and keeps in a state of good and serviceable repair the air conditioning system as well as that part of the common property in respect of which the air conditioning system encroaches;
- 21.1.c. effects all reasonable insurances in respect of the air conditioning system as is reasonably required by the Owner's Corporation which may include the liability of the owner contained in subclauses (d) and (e);
- 21.1.d. compensates the Owner's Corporation in respect of any damage to the common property arising as a result of the encroachment of the air conditioning system on to the common property; and
- 21.1.e. indemnifies and keeps indemnified the Owner's Corporation in respect of that part of the common property so benefiting that proprietor against:

21.1.e.1. any sums payable by the Owner's Corporation by way of increased insurance premiums as a result of the use of the common property pursuant to this by-law; and

21.1.e.2. all actions, proceedings, claims, demands, costs, damages and expenses which may be incurred by or brought or made against the Owner's Corporation and arising directly or indirectly out of the use of the common property by that owner pursuant to this by-law.

21.2. Subject to complying with by-law 21.1, the owner of each such lot shall be entitled to the exclusive use and enjoyment of that part of the common property occupied by any components of the said air conditioning system.

22. Planter Boxes and garden area

- 22.1. The owner or owners from time to time of all lots must each at all times maintain the garden areas and all planter boxes (including promptly replacing any dying or dead plants with plants of the same or similar type), all of which are so indicated on the Strata Plan (collectively called "the Garden Area") and located within each respective lot on the following terms and conditions:
- 22.1.a. the Garden Area must at all times remain as garden areas; and
- 22.1.b. the said owners must at their respective cost maintain the Garden Area to a first class condition having regard to the visibility of the Garden Area from the adjoining public roads and any other lots within the Strata Plan and having regard to the requirements of Willoughby City Council and any other proper and reasonable requirements of the Owner's Corporation notified to the owner(s) from time to time.
- 22.2. The provisions of by-law 29 apply in relation to any breach of the provisions of by-law

23. Failure to comply with by-laws 20 and/or 21 and/or 22

- 23.1. If the owner of any lot referred to in by-law 20, 21 or 22 shall fail to comply with any one of those by- laws or shall damage the common property then, in addition to the rights contained in by-law 29, the Owner's Corporation shall be entitled to serve on such owner a written notice to the effect that if any repairs, maintenance or damage is not carried out or rectified within a reasonable time to the satisfaction of the Owner's Corporation , then the Owner's Corporation may carry out any such repairs, maintenance or rectify any such damage and recover from the owner the costs so incurred as a debt and enter upon any part of the common property so benefiting that owner for this purpose at any reasonable time.

24. Visitor and Visitor Parking

- 24.1. Visitor is defined as anyone who is not an owner or occupier.
- 24.2. Visitors may park on the common property in one of the nine designated visitors' spaces or disabled space (if they hold a disabled parking permit) for no more than 6 daylight hours in any one day and PROVIDED THAT visitors staying overnight must remove their car by 10.00am the following day.
- 24.3. Once having driven away, a visitor may not park in any visitor space until at least a further 24 hours have elapsed.
- 24.4. Apart from the nine designated visitors' spaces, visitors must not park in any other common areas, including the turntable, at any time.
- 24.5. Owners and occupiers must not park in designated visitor spaces at any time.
- 24.6. Owners and occupiers fare welling visitors at night must do so quietly. Use of car horns is strictly prohibited.

24.7. Each owner and occupier must ensure that any person on a lot or the common property at his or her invitation complies with all of the By-Laws.

24.8. Each owner and occupier must indemnify the Owner's Corporation against any liability or expense incurred by the Owner's Corporation as a result of any act or omission on the part of a person who is on a Lot or the common property at his invitation.

25. Smoke penetration

25.1. An owner or occupier of a lot, and any invitee of the owner or occupier, must not smoke tobacco or any other substance on the common property, except:

25.2. in an area designated as a smoking area by the Owner's Corporation , or

25.3. with the written approval of the Owner's Corporation .

25.4. A person who is permitted under this by-law to smoke tobacco or any other substance on common property must ensure that the smoke does not penetrate to any other lot.

25.5. 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.

26. Preservation of Fire Safety

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

27. Short term letting

27.1. An owner or occupier of a lot is prohibited from using the lot, or permitting the lot to be used for short term tourist or visitor accommodation without the consent of the local council.

28. Further by-laws

28.1. The Owner's Corporation may by special resolution make any determination at any time appropriate for the control, management, administration, use or enjoyment of the lot or lots and or common property of the Strata Plan

28.2. Each owner and occupier of a lot must comply with any determination referred to in subclause 1 and;

28.3. To the extent it is entitled to do so, the Owner's Corporation may revoke any consent if any owner or occupier, having the benefit of a by-law, does not comply with any such by-law or any determination made pursuant to this by-law.

29. Failure to comply with by-law

- 29.1. The Owner's Corporation may do anything within a lot that its owner should have done under these by-laws but which the owner did not do or did not do properly.
- 29.2. The Owner's Corporation must first give a written notice to the said owner specifying when it will enter upon the lot to do the work and the owner must:
 - 29.2.a. give the Owner's Corporation (or persons authorised by it) access to the lot according to the Notice; and
 - 29.2.b. pay the Owner's Corporation for its costs in carrying out such work.
- 29.3. The Owner's Corporation may recover any money owed by the owner under this by-law as a debt.
- 29.4. The powers of the Owner's Corporation under this by-law are in addition to those it has under other by-laws and under all relevant legislation.

30. Consolidation of lot 44 (Garage)

- 30.1. The Owner's Corporation must approve (on reasonable terms and conditions) any application by an owner of a lot who acquires lot 44 comprising the garage, to consolidate lot 44 with the owner's lot in the Strata Plan provided such consolidation is at the cost of the said owner.

SPECIAL BY-LAWS

Special By-Law No. 1 – Parking on Common Property

1. Introduction

- (a) This by-law sets out rules concerning the parking of vehicles on the common property and the supplying of information about vehicles parked within the strata scheme.
- (b) Each Owner and Occupier must comply with this by-law.
- (c) If an Owner or Occupier does not comply with this by-law the Owners Corporation may take action against them including issuing notices and recovering the costs of doing so as a liquidated damage.

2. Definitions & interpretation

2.1 In this by-law:

"Common Property" means the common property for the Strata Scheme.

"Development Act" means the *Strata Schemes Development Act 2015*.

"Fee" means the amount fixed by the Executive Committee from time to time being a genuine pre-estimate of the cost to the Owners Corporation of issuing the Notification or the Information Notice and the loss of use of the relevant Visitor Car Parking Space, being estimated at \$165.00 including GST as at the date of this by-law unless otherwise determined.

"Information Notice" means a notice to an Owner or Occupier requiring that the Vehicle Information be provided within a further 14 days.

"Lot" means a Lot within the Strata Scheme.

"Management Act" means the *Strata Schemes Management Act 2015*.

"Notification" means:

- (a) an adhesive or other sticker or written notification to be placed on a Vehicle;
or
- (b) a letter addressed to the Owner or Occupier of a Lot,

in a form approved from time to time by the Executive Committee requesting removal of an Offending Vehicle and notifying a breach of this by-law.

"Occupier" means an Occupier of a Lot within the Strata Scheme and includes, without limiting the generality of the foregoing, lessees and licensees but does not include a tradesperson performing work, an invitee or a casual visitor to the strata scheme.

"Offending Vehicle" means a Vehicle parked contrary to this by-law.

"Owner" means the Owner of a Lot.

"Owners Corporation" means the Owners Corporation for the Strata Scheme.

"Strata Committee" means the executive committee of the Owners Corporation.

"Strata Legislation" means the Development Act and the Management Act.

"Strata Managing Agent" means a strata managing agent appointed to the Strata Scheme pursuant to the Management Act.

"Strata Plan" means the strata plan for the Strata Scheme.

"Strata Scheme" means the strata scheme in respect of which this by-law applies.

"Vehicle" means any form of motorised or non-motorised conveyance including cars, trucks, boats or bikes and any trailer or other device designed to be transported by, or used in conjunction with, any type of motorised or non-motorised conveyance.

"Vehicle Information" means the number plate (if applicable), make and model of each Vehicle used by any Owners and Occupiers at the relevant Lot.

"Visitor Car Parking Space" means any car parking space within the Strata Scheme which is not part of a Lot or which is not the subject of a right of exclusive use.

2.2 In this by-law:

- 2.2.1 headings have been inserted for guidance only and do not affect the interpretation of this by-law,
- 2.2.2 references to any statutory or like provisions include any statutory or like provisions amending, consolidating or replacing the same, and all by-laws, ordinances, proclamations, regulations, rules and other authorities made under them,
- 2.2.3 words importing the singular number include the plural and vice versa,
- 2.2.4 words importing the masculine, feminine or neuter gender include both of the other two genders,

- 2.2.5 where any word or phrase is given a definite meaning any part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning,
- 2.2.6 where any decision needs to be made by the Owners Corporation that decision may be made by the Strata Committee unless the decision would constitute a decision on any matter or type of matter that the Owners Corporation has determined in general meeting is to be decided only by the Owners Corporation in general meeting or is a decision which can only be made by the Owners Corporation in general meeting pursuant to the Strata Legislation,
- 2.2.7 any expression used in this by-law and which is defined in the Strata Legislation will have the same meaning as that expression has in that legislation unless a contrary intention is expressed in this by-law,
- 2.2.8 if there is any inconsistency between this by-law and any other by-law applicable to the Strata Scheme (including by-law 2), then the provisions of this by-law will prevail to the extent of that inconsistency, and
- 2.2.9 the terms of this by-law are independent of each other. If a term or sub-clause in this by-law is deemed void or unenforceable, the by-law as a whole will not be deemed unenforceable.

3. No Parking on Common Property by Owners and Occupiers

No Owner or Occupier is permitted to park a Vehicle in a Visitor Car Parking Space or on Common Property. Any prior approval to an Owner or Occupier to park a Vehicle on Common Property is revoked by virtue of the making of this by-law.

4. No Parking on Common Property by Occupiers to be Permitted by Owners

An Owner must:

- (a) not allow any Occupiers of the lot, including the Owner's lessees or tenants, to park, stand or place any Vehicle on the common property, and
- (b) take all reasonable steps to ensure that any Occupiers of the Owner's Lot, including the Owner's lessees or tenants, do not park, place or stand any Vehicle on the common property.

5. No Parking on Common Property by Visitors to be Permitted by Owners or Occupiers Except in Visitor Parking Spaces

An Owner or Occupier of a lot must:

- (a) not allow any visitors or invitees of the Owner or Occupier, including any tradespeople, to park, stand or place any Vehicle on the common property, and
- (b) take all reasonable steps to ensure that any visitors or invitees of the Owner or Occupier, including any tradespeople, do not park, stand or place any Vehicle on the common property,

except in a Visitor Car Parking Space.

6. No Parking on Common Property by Outsiders

An Owner or Occupier of a lot must not allow any person who is not visiting the Strata Scheme to park, stand or place a Vehicle on the Common Property, including in a Visitor Car Parking Space.

7. Car Register

- (a) Every Owner or Occupier at the strata scheme must provide the Vehicle Information to the Owners Corporation, within 28 days of the date of registration of this by-law.
- (b) If any Owner or Occupier has not supplied the Vehicle Information within 28 days of the date of registration of this by-law, then the Owners Corporation may send an Information Notice to that Owner or Occupier.
- (c) The Owners Corporation may recover the Fee (being the cost of sending the Information Notice) as a debt due to the Owners Corporation.
- (d) If any Owner or Occupier does not supply the Vehicle Information within that further period of 14 days, then the Owners Corporation may take action and recover costs in accordance with clauses 9-12 of this by-law.

8. Consequences of a Breach

- (a) In the event that an Owner or Occupier of a lot breaches any of clauses 3-7 this by-law, the Owners Corporation may:
 - (i) place a Notification on the offending Vehicle or send a Notification to the relevant Owner or Occupier, which Notification may be in the form annexed to this by-law, and which Notification may be prepared and sent on the Owners Corporation's behalf by its solicitor or Strata Managing Agent; and
 - (ii) issue more than one Notification throughout the duration of the breach of this by-law (but it must not act unreasonably when doing so), and
 - (iii) move, reposition or remove (including by towing) the Offending Vehicle; and
 - (iv) recover the following amounts as a debt to the Owners Corporation:
 - (A) the Fee for each occasion a Notification is placed on an Offending Vehicle or sent to an Owner or Occupier, or the Fee for each time an Information Notice is sent to an Owner or Occupier, and
 - (B) the cost of moving, repositioning or removing (including by towing) the Offending Vehicle in accordance with clause B(a)(iii); and
 - (C) the expenses incurred by the Owners Corporation pursuant to clause 12.
- (b) For the avoidance of doubt, if the Owners Corporation issues more than one Notification throughout the duration of a breach of this by-law, it may recover as a debt from the Owner or Occupier in breach of this by-law the administrative cost multiplied by the number of Notifications it issues.
- (c) The following persons, being Owners or Occupiers in the Strata Scheme, are liable to pay to the Owners Corporation as a debt the amounts referred to in clause B(a)(iv) and, if more than one person, they will be jointly and severally liable:
 - (i) the person who parked the Offending Vehicle;
 - (ii) any person who owns or has a legal interest in the Offending Vehicle;
 - (iii) the person entitled to control the use of the Offending Vehicle; and

- (iv) the Owner of any Lot tenanted or occupied by a person referred to in sub-clause 8(c)(i)-(iii).

9. Invoicing

- (a) The Owners Corporation may issue an invoice to any person referred to in clause 8(c) for any amount due under this by-law. Where the person to whom the invoice is sent is an Owner or Occupier who has notified the Owners Corporation of an address for service in accordance with the provisions of the Management Act, that invoice may be sent to that address.
- (b) Notwithstanding subparagraph 9(a), any debt which arises pursuant to this by-law is due and owing to the Owners Corporation whether or not an invoice is served on the person or persons liable for payment.

10. Interest

- (a) Any amount due to be paid to the Owners Corporation pursuant to this by-law will, if not paid at the end of one (1) month after an invoice has issued in relation to that debt, bear simple interest at the annual rate set by the Management Act with respect to outstanding contributions.

11. Recovery

- (a) The Owners Corporation may recover as a debt any amount which becomes due and payable pursuant to this by-law as well as interest and the expenses of the Owners Corporation incurred in recovering those amounts.

12. Recovery of Expenses

- (a) The Owners Corporation may recover all of its expenses, of any type whatsoever, incurred in the recovery of any debt due under this by-law from any person liable for that debt on an indemnity basis including but not limited to:
 - (i) all amounts payable by the Owners Corporation to the Strata Managing Agent;
 - (ii) the cost of issuing an invoice for the debt; and

- (iii) all legal costs incurred in connection with the recovery of the debt.
- (b) The Owners Corporation will also be entitled to recover as a debt due by a person liable to make any payment under this by-law, the expenses of recovering any expenses for which that person is liable under this by-law.
- (c) Any expense of the Owners Corporation which is recoverable pursuant to this by-law will become due and payable at such time as the Owners Corporation becomes liable to pay the expense.
- (d) Any invoice issued by the Owners Corporation or the Strata Managing Agent stating the amount recoverable by the Owners Corporation as a debt from the Owner or Occupier and the amount of interest due thereon, will be prima facie evidence of the matters set out in that invoice.
- (e) The Owners Corporation is entitled to recover expenses under this by-law in either the same action or a separate action from the one in which it seeks to recover any other amount due under this by-law.

NOTIFICATION OF BREACH

**Your vehicle is parked in breach of Special By-law No.1 which provides that no
Owner or Occupier is permitted to park a vehicle in a visitor parking space or on
common property.**

Date:

YOU MUST REMOVE THIS VEHICLE IMMEDIATELY

THE OWNERS CORPORATION IS ENTITLED TO TOW OR MOVE YOUR CAR

AND SEND A NOTICE TO NOTIFY YOU OF THE BREACH OF THAT SPECIAL

BY-LAW AND RECOVER ITS COSTS OF TOWING YOUR CAR AND/OR

SENDING THIS NOTICE AND LOSS OF USE OF THE CAR SPACE

The Parking on Common Property Special By-law entitles the Owners Corporation to
recover that amount from Owners or Occupiers who park, own, have an interest in or
control the use of a vehicle parked in breach of the by-law or the Owner of a lot
tenanted or occupied by such a person.

The Owners Corporation can recover that amount in Court as well its costs and
interest.

An invoice will be forwarded for the amount now due in relation to this notice. The
issue of further notices will result in the issue of further invoices. Non-payment will
result in recovery proceedings being commenced.

Special By-Law No. 2 - By-law to authorise the owner of Lot 29 to add to, alter and erect new structures on the common property and exclusive use (ADDED)

PART 1 DEFINITIONS & INTERPRETATION

1.1 In this by-law:

- a. **Authority** means any relevant government, semi government, statutory, public or other authority having any jurisdiction over the Lot.
- b. **Building Alteration Plan** means section 19 of the *Strata Schemes Development Act 2015*.
- c. **Insurance** means:
 - i. contractors all risk insurance with an authorised insurer (incorporating cover against public risk in respect of claims for death, injury, accident and damage occurring in the course of or by reason of the Works to a minimum of \$10,000,000);
 - ii. insurance required under the *Home Building Act 1989*, which if permissible by the insurer must note the Owners Corporation as an interested party; and
 - iii. workers compensation insurance as required by law.
- d. **Lot** means lot 29 in strata scheme 87488.
- e. **Owner** means the owner of the Lot from time to time.
- f. **Owners Corporation** means the owners corporation created by the registration of strata plan registration no. 87488.
- g. **Works** means the works set out in the scope of works and plans annexed to this by-law.
- h. **Exclusive Use Area** means the common property areas reasonably required to keep the Works.

1.2 In this by-law a word which denotes:

- a. the singular includes plural and vice versa;
- b. any gender includes the other genders;
- c. any terms in the by-law will have the same meaning as those defined in the *Strata Schemes Management Act 2015*; and
- d. references to legislation includes references to amending and replacing legislation.

PART 2 GRANT OF RIGHT

- 2.1 The Owner is authorised to add to, alter and erect new structures on the common property to carry out the Works.
- 2.2 The Owner has the exclusive use of the Exclusive Use Area.

PART 3 CONDITIONS

PART 3.1 Before commencement

3.1 Before commencement of the Works the Owner must:

- a. obtain all necessary approvals from any Authorities and provide a copy to the Owners Corporation;
- b. effect and maintain Insurance for the duration of the Works being carried out, and provide a copy to the Owners Corporation;
- c. ensure that this by-law is registered in accordance with section 141 of the *Strata Schemes Management Act 2015* at the Registrar-General's Office;

PART 3.2 During construction

3.2 Whilst the Works are in progress the Owner must:

- a. use duly licensed employees, contractors or agents to conduct the Works and supply their contact details before each of them commences their work;
- b. ensure the Works are conducted in a proper and workmanlike manner and comply with the current Building Code of Australia and the Australian Standards and the law;
- 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 3 months from their commencement or such other period as reasonably approved by the Owners Corporation;
- f. transport all construction materials, equipment and debris in the manner reasonably directed by the Owners Corporation;
- g. protect all affected areas of the building outside the Lot from damage relating to the Works or the transportation of construction materials, equipment and debris;
- h. keep all affected areas of the common property outside the Lot clean and tidy, and removing all debris;
- i. ensure that the Works do not interfere with or damage the common property or the property of any other lot owner other than as approved in this by-law and if this happens the Owner must rectify that interference or damage within a reasonable period of time; and
- j. not vary the Works without first obtaining the consent in writing from the Owners Corporation.

PART 3.3

After construction

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

- a. notify the Owners Corporation that the Works have been completed;
- b. notify the Owners Corporation that all damage, if any, to lot and common property caused by the Works and not permitted by this by-law have been rectified;
- c. provide the Owners Corporation with a copy of any certificate or certification required by an Authority to certify the Works;
- d. comply with any requirement to lodge a Building Alteration Plan; and
- e. if required, provide the Owners Corporation with certification from a suitably qualified engineer(s) approved by the Owners Corporation that the Works have been completed in accordance with the terms of this by-law.

PART 3.4

Enduring rights and obligations

3.4 The Owner:

- a. is responsible for the ongoing maintenance of the alterations of, additions to and new structures erected on the common property resulting from the Works;
- b. is responsible for the proper maintenance of, and keeping in a state of good and serviceable repair, the Exclusive Use Area and the Works;
- c. must renew or replace the Works when necessary or when reasonably required by the Owners Corporation;
- d. remains liable for any damage to lot or common property arising out of the Works;
- e. must make good any damage to lot or common property arising out of the Works; and
- f. must indemnify the Owners Corporation against any costs or losses arising out of the Works to the extent permitted by law.

SCOPE OF WORKS

Kitchen

- Remove and replace windows

PLANS

This plan is in PDF format and is attached to the email, file name: SP-87488-U29-260-Penshurst-St-Willoughby-Window-Replacement-Plan-BW

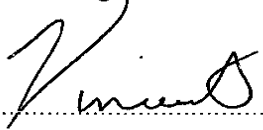
Company that prepared the plans: Windowline Pty Ltd

Plans prepared by: Martin Kwiatkowski

Date of plans: 28/06/2019

The seal of The Owners - Strata Plan No. 87488 was affixed on 10th June 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:



Name(s):

Vincent Wan

Authority:

Strata Manager



MINUTES OF THE STRATA COMMITTEE MEETING

Strata Plan 87488 260 Penshurst Street, Willoughby NSW 2068

Minutes of the Strata Committee Meeting of the Owners - Strata Plan 87488 held on 3 June via zoom conference. The meeting commenced at 05:00 PM.

PRESENT:

Lot #	Unit #	Attendance	Owner Name Representative
41	41	Yes	Ontoa Ma
38	38	Yes (part)	Allan Fong
18	18	Yes	Dale Druckman
42	42	Yes	Anne Cooper
21	21	Yes	Jacob Bass

IN ATTENDANCE:

CHAIRPERSON: Anne Cooper

MINUTES OF THE MEETING:

1. MINUTES

RESOLVED that the minutes of the last Strata Committee Meeting be confirmed as a true record of the proceedings of that meeting.

2. Treasurer's report

The treasurer provided an update. Apart from (on-going) issues with one unit holder and referred to collection, there have been no levy payment issues resulting from Covid. Treasurer will continue to monitor. EGM to extend Strata agency agreement was passed, Strata reappointed.

3. Building works

- Works at the main entrance have been completed. Gardens have been replanted. The result is extremely pleasing.
- Preparation work for the northern roof area, and the 3 planter boxes on the eastern side has commenced. Works are expected to be finished early July.
- The Committee would like to acknowledge the great work Chios builders have been doing.

4. Maintenance

- Vandal proof tap has been installed at the fire hydrant.
- Committee noted that the staircases in the southern block should be scheduled for re-varnishing over the next 12 months.
- Electrician to check lights near clothes line and organise for a junction box cover to be fitted.
- DD to check with Bear Plumbing to see if tap in bin room can be changed from hot to cold.

5. Hot water

The building suffered a major hot-water outage. The Committee would like to thank JB in particular for his assistance in identification and resolution of the problem. Detailed

communication sent to all owners and residents to explain the delay in identifying the cause of the outage. Two new pumps have been installed.

6. **Smoking**

Strata to send note to residents of 12 and 12A to remind them Willoughby Green is a smoke free building.

7. **Visitor Parking**

Parking has been much better over the last few months. No further action at this point.

8. **NBN installation**

A walk through of the building has noted one resident has ignored the NBN instructions provided to all owners and residents. Strata to pursue rectification.

CLOSURE: There being no further business, the chairperson declared the meeting closed at 06:45 PM.

**MINUTES OF THE EXTRAORDINARY GENERAL MEETING
BY PAPER VOTE**

**STRATA PLAN 87488
Willoughby Green
Willoughby Green, 260 Penshurst Street, North Willoughby NSW 2068**

Minutes of the Extraordinary General Meeting of The Owners - Strata Plan 87488 was held on Friday, 01 May 2020 by paper vote only. The meeting commenced at 10:00 AM.

PRESENT:

Lot #	Unit #	Attendance	Owner Name Representative
1	1	Yes	Hsu, Rebecca
2	2	Yes	Tonner, Jennie Maree
4	4	Yes	Wong, Martin
15	15	Yes	Clark, Courtney Leigh Kar-Ney Seeto & Andrew Rober
23	23	Yes	Hsu, Lana
30	30	Yes	Aslanian, Annie Ann

IN ATTENDANCE:

Vincent Wan of Strata Republic Pty Ltd

CHAIRPERSON:

Vincent Wan

MINUTES OF THE MEETING:

1 MINUTES

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

2 APPOINTMENT OF STRATA REPUBLIC PTY LTD

RESOLVED that Strata Republic Pty Ltd be re-appointed as Strata Managing Agent of Strata Plan 87488 and that the common seal be affixed to an instrument in writing on terms agreed between the Strata Committee and Strata Republic pursuant to Section 27 of the Strata Schemes Management Act 2015, appointing the agent and delegating to it all the powers, duties, authorities and functions of the Owners Corporation, its Strata Committee and the Chairperson, Secretary and Treasurer of the Strata Committee of the Owners Corporation.

CLOSURE: There being no further business, the chairperson declared the meeting closed at 10:30 AM.

MINUTES OF THE STRATA COMMITTEE MEETING

Strata Plan 87488 260 Penshurst Street, Willoughby NSW 2068

Minutes of the Strata Committee Meeting of the Owners - Strata Plan 87488 held on 26 March via zoom conference. The meeting commenced at 06:00 PM.

PRESENT:

Lot #	Unit #	Attendance	Owner Name Representative
41	41	Yes	Ontoa Ma
38	38	Yes (part)	Allan Fong
18	18	Yes	Dale Druckman
42	42	Yes	Anne Cooper
21	21	Yes	Jacob Bass

IN ATTENDANCE:

CHAIRPERSON:

Anne Cooper

MINUTES OF THE MEETING:

1 MINUTES

RESOLVED that the minutes of the last Strata Committee Meeting be confirmed as a true record of the proceedings of that meeting.

2 Treasurer's report

The treasurer provided an update and no issues. Raised the issue of whether Covid would impact payment of levies by owners. Treasurer will monitor but it was agreed that it would be imprudent to consider tendering for strata managers during Covid. AC to ask Strata to send notice to owners to vote on extension of Strata Republic contract.

3 Building works

The works on unit 12A commenced. Good progress being made.
The water feature replacement is near completion.
The planter box on the other side of the entrance will also be re-membraned.

Works on the roof of the northern block was delayed at the request of owners in the northern block who did not want to be without airconditioning over summer. The Committee agreed to this request, however, the water proofer is not available to re-attend until June. Works scheduled to commence on 15 June, followed by the last of the planter boxes.

4 Maintenance

Vandal proof tap has been installed at the fire hydrant.
Committee noted that the staircases in the southern block should be scheduled for re-varnishing over the next 12 months.

Electrician to check lights near clothes line and organise for a junction box cover to be fitted.
DD will check to check with Bear Plumbing to see if tap in bin can be changed from hot to cold.

5 **Management of Maintenance items**

The Committee agreed there was still a lot of emails going back and forth with Strata, duplication.
Jacob to investigate a service desk response.

6 **Smoking**

Strata to send note to residents of 12 and 12A to remind them Willoughby Green is a smoke free building.

7. **Visitor Parking**

Parking has been much better over the last few months

CLOSURE: There being no further business, the chairperson declared the meeting closed at 07:45 PM.

MINUTES OF THE ANNUAL GENERAL MEETING

STRATA PLAN 87488 Willoughby Green, 260 Penshurst Street, North Willoughby NSW 2068

Minutes of the Annual General Meeting of the Owners - Strata Plan 87488, held on Wednesday, 19 February 2020 at Club Willoughby, 26 Crabbes Avenue, North Willoughby NSW 2068. The meeting commenced at 06:04 PM.

PRESENT:

Lot #	Unit #	Attendance	Owner Name Representative
1	1	Yes	Hsu, Rebecca Lana Hsu of Lot 23
4	4	Yes	Wong, Martin
5	5	Yes	D'Antonio, Imero Joseph & Valmai
7	7	Yes	Smith, Denis & Lynne
9	9	Yes	Burke, Diana
10	10	Yes	Naidu, Shaun Krishnan Elisa Geier
14	14	Yes	Daniel Po Luk & Yuen Han Chiu
15	15	Yes	Clark, Courtnay Leigh Kar-Ney Seeto & Andrew Rober
16	16	Yes	Fane, Jennifer
18	18	Yes	Druckman Twins Pty Ltd ATF Druckman Twins Trust, Dale Druckman
21	21	Yes	Kaplan, Jacob Bass & Melodie
23	23	Yes	Hsu, Lana
25	25	Yes	Ingram, Vicki Lana Hsu of Lot 23
30	30	Yes	Aslanian, Annie Ann
32	32	Yes	Kotek, Petr
34	34	Yes	Richards, Barbara & Gemma
41	41	Yes	Ontoa Ma & Michelle Wang
42	42	Yes	Anne Maree Cooper & Andrew Bigg
43	43	Yes	Cheung, Christine Chui Ting
44	44	Yes	Kaplan, Jacob Bass & Melodie

IN ATTENDANCE:

Vincent Wan of Strata Republic Pty Ltd

CHAIRPERSON:

Vincent Wan

1 MINUTES OF PREVIOUS MEETING

RESOLVED that the minutes of the previous General Meeting are confirmed.

2 ADOPTION OF FINANCIAL STATEMENTS

RESOLVED that the financial statements for the financial year ending 30/11/2019, a copy of which accompanied the notice of this meeting, be adopted.

3 CONFIRMATION OF INSURANCES

RESOLVED that all Owners Corporation insurance currently in force be confirmed as appropriate and adequate.

Policy No.HU0045380
Chu Underwriting Agencies P/I
Type : Strata
Broker : BAC Insurance Brokers

Premium: \$27,730.22 Paid on : 25/10/2019 Start : 25/10/2019 Next due : 25/10/2020

Cover	Sum Insured	Excess
Building	\$20,500,000.00	\$500.00
Loss of Rent	\$3,075,000.00	\$500.00
Catastrophe	\$3,075,000.00	\$500.00
Liability	\$20,000,000.00	\$0.00
Fidelity Guarantee	\$100,000.00	\$0.00
Office Bearers Liability	\$1,000,000.00	\$0.00
Voluntary Workers	\$2,000/\$200,000	\$0.00
Government Audit Costs	\$25,000.00	\$1,000.00
Legal Expenses	\$50,000.00	\$1,000.00
Appeal Exp,common property health &safety breaches	\$100,000.00	\$1,000.00
Lot Owner's Fixtures & Improvements (per Lot)	\$250,000.00	\$0.00
Machinery Breakdown	\$100,000.00	\$500.00
Common Area Contents	\$205,000.00	\$500.00

Last valuation done on 16/08/2018
Insurance valuation \$20500000

4 OFFICE BEARERS LIABILITY

RESOLVED that the Owners - Strata Plan No. 87488 RESOLVE by ordinary resolution in accordance with section 165(2) of the Strata Schemes Management Act 2015 to consider taking out office bearers liability insurance.

5 APPOINTMENT OF AN AUDITOR

RESOLVED that an auditor be appointed by the Owners Corporation for the current financial year ending 30/11/2020. Further, that the auditor appointed be Kelly & Partners.

6 TENANT REPRESENTATIVE

THAT the Owners - Strata Plan No. 87488 RESOLVE by ordinary resolution to receive the nomination of the tenant representative for the strata committee and to include the name of the tenant representative in the minutes for the meeting.

MOTION DEFEATED

7 TENANTS AT MEETINGS

THAT the Owners - Strata Plan No. 87488 **RESOLVE** by ordinary resolution to restrict tenants from being present when the following matters are being discussed:

- (a) financial statements and auditor's reports;
- (b) levying of contributions;
- (c) recovery of unpaid contributions;
- (d) a strata renewal proposal under Part 10 of the Strata Schemes Development Act 2015 or any related matter; and/or
- (e) any other financial matter specified by the regulations for the purpose of this clause (as at 30 November 2016 there is nothing further).

MOTION DEFEATED

8 OTHER MEANS OF VOTING

RESOLVED that the Owners - Strata Plan No. 87488 **RESOLVES** by ordinary resolution to adopt the following alternate means of voting (not being elections) at meetings of the Owners Corporation and/or meetings of the Strata Committee:

- (a) Voting by means of teleconference while participating in a meeting from a remote location;
- (b) Voting by means of video-conferencing while participating in a meeting from a remote location;
- (c) Voting by means of email while participating in a meeting from a remote location;
- (d) Voting by means of other electronic means while participating in a meeting from a remote location;
- (e) Voting by means of email before the meeting; or
- (f) Voting by means of other electronic means before the meeting.

9 ELECTION OF STRATA COMMITTEE

RESOLVED that the number of Members to constitute the Strata Committee be set at five (5) and those members are as follows:

Lot 21 - Jacob Bass
Lot 18 - Dale Druckman
Lot 38 - Allan Fong
Lot 41 - Ontoa Ma
Lot 42 - Anne Cooper

10 PLANTER BOXES UPPER LEVELS

RESOLVED that the Owners - Strata Plan No. 87488 resolve to reinstate the remaining above ground planter boxes (3 boxes).

11 CCTV INSTALLATION

THAT the Owners - Strata Plan No. 87488 resolve to install CCTV to the garage area and external entrances.

MOTION DEFEATED

It was noted by the meeting that other capital works took precedence. It was resolved for the question of CCTV installation to be revisited at a later date.

12 ADOPTION OF BUDGET & RAISING LEVIES

RESOLVED that the proposed annual budget, a copy of which accompanied the notice of this meeting, be adopted and that contributions be determined as follows:

(a) That contributions to the administrative fund are estimated in accordance with Section 79 (1) of the Strata Schemes Management Act 2015 and determined in accordance with Section 81 (1) of the Strata Schemes Management Act 2015 at \$164,000 excluding GST; and

(b) That contributions to the capital works fund are estimated in accordance with Section 79 (2) of the Strata Schemes Management Act 2015 and determined in accordance with Section 81 (1) of the Strata Schemes Management Act 2015, at \$95,000 excluding GST, pending approval of motions 10 & 11; and

(c) That both contributions be paid in quarterly instalments, the first such instalment being due on 1/12/19 and subsequent instalments being due on 15/03/2020, 1/06/2020, and 1/09/2020. The difference between the levies on the levy notices originally issued for 1/12/19 and that actually due, to be split over the remaining three levy periods.

13 RESTRICTIONS ON POWERS OF STRATA COMMITTEE

RESOLVED that the Owners - Strata Plan No. 87488 decide whether or not to place any restrictions on the decision making power of the Strata Committee until the next Annual General Meeting.

It was resolved that any non-budgeted works forecast to exceed \$5,000 would require 3 quotes.

14 DEBT COLLECTION

RESOLVED that the Owners - Strata Plan No. 87488 RESOLVES to recover, and to authorise the Strata Managing Agent, Strata Republic, or Strata Committee or any of them to take all necessary steps on its behalf to recover, from the owner of any lot, or the mortgagee in possession of any lot, any contribution levied to the administrative fund or sinking fund that is not paid at the end of one month after it becomes due and payable, any interest payable on the contribution and the expenses of the Owners Corporation incurred in recovering the contribution or interest including, without limitation, engaging and giving instructions to a debt collector or lawyer to act for the Owners Corporation for that purpose and issuing letters of demand, initiating and maintaining legal action, entering judgement in legal action, and enforcing any judgement including through the issue of a writ for the levy of property, a garnishee order and to provide legal services for the bankruptcy or winding up of any owner as a result of any unpaid contribution, interest or expense.

15 CAPITAL WORKS FUND PLAN

RESOLVED that the Owners - Strata Plan No. 87488 RESOLVES to accept the Capital Works Fund Plan.

Note: Last Capital Work Fund Plan on file dated 18th January 2018.

16 ANNUAL FIRE SAFETY STATEMENT

RESOLVED that the Owners - Strata Plan No. 87488 resolves to do the following:

- (a) Engage a suitably qualified consultant to carry out an Annual Fire Safety Statement (and report) in accordance with Part 9, Division 5 of the NSW Environmental Planning and Assessment Regulations 2000 as amended; and
- (b) To submit any corrective actions report to the Strata Committee to determine what action is required, if any; and
- (c) To delegate to the strata manager the following functions pursuant to the Agency Agreement additional duties schedule:
 - i. undertake the seeking of quotations and engaging the contractor to prepare the statement; and
 - ii. sign the statement on behalf of the scheme and lodge the statement with local Council and cause a copy of the statement to be given to the Fire Commissioner

17 COMMISSIONS REPORT

RESOLVED that the Owners - Strata Plan No. 87488 RESOLVES by ordinary resolution to consider the report from the strata manager as to whether, and what commissions or training services have been provided to or paid for the agent (other than the owners corporation) in connection with the exercise by the agent of functions for the scheme during the preceding 12 months and particulars of any such commission or training services and estimates of any such commissions or training services that the agent believes are likely to be provided to or paid for the agent in the following 12 months.

18 APPOINTMENT OF STRATA REPUBLIC PTY LTD

RESOLVED that Strata Republic Pty Ltd be re-appointed as Strata Managing Agent of Strata Plan 87488 and that the common seal be affixed to an instrument in writing on terms agreed between the Strata Committee and Strata Republic pursuant to Section 27 of the Strata Schemes Management Act 2015, appointing the agent and delegating to it all the powers, duties, authorities and functions of the Owners Corporation, its Strata Committee and the Chairperson, Secretary and Treasurer of the Strata Committee of the Owners Corporation.

[Explanatory Note]: This motion is for re-appointment of Strata Republic for a 3 month term only, pending a tendering process to be run by the committee.

19 LOT 29 WORKS

RESOLVED that the Owners - Strata Plan No. 87488 SPECIALLY RESOLVES pursuant to sections 108 and 143 of the *Strata Schemes Management Act 2015* ("Act") to:

1. Authorise the Owner of Lot 29 to add to, alter and erect new structures on the common property by carrying out of the Works (as that term is defined in the Special By-Law set out below), subject to the terms and conditions of the Special By-Law set out below; and
2. Grant the Owner of Lot 29 the exclusive use of the Exclusive Use Area (as that term is defined in the Special By-Law set out below),

Subject to the terms and conditions of the Special By-Law set out below, and to make a by-law on the terms and conditions of the Special By-Law set out below, and that notification of this change to the by-laws be lodged for registration in accordance with section 141 of the Act at the Registrar-General's Office.

Explanatory note: This is a motion for a proposed by-law for renovation works to Lot 29.

20 LOT 37 FLOORING

RESOLVED that the Owners - Strata Plan no. 87488 RESOLVE to approve the application received from Lot 37 for installation of floorboards within the Lot.

***Explanatory note:** This motion is for approval of floorboard installation within Unit 37. The proposed Dunlop Aqua Acoustic underlay is rated to 4 stars which satisfies the building by-law requirements.*

21 SPECIAL LEVY

AMENDED AND RESOLVED that the Owners - Strata Plan No. 87488 RESOLVES by ordinary resolution pursuant to s 81(4) of the *Strata Schemes Management Act 2015* that:

1. a contribution in the amount of money referred to in the Schedule be raised as an additional levy to meet those expenses;
2. the proportion of the said contribution payable by the owners of each lot shall be in accordance with the unit entitlement of each lot;
3. the contribution in respect of each lot is payable by the instalments being due and payable on or before the dates referred to in the Schedule by being paid to the owners corporation care of the strata managing agent before or at those times; and
4. that pursuant to s83 of the Strata Schemes Management Act 2015, the strata managing agent serve one written notice of such contributions due in respect of each lot specifying:
 - (a) the amount of each instalment; and
 - (b) the date of payment of each instalment.

SCHEDULE

- (a) Expenses for which the contribution is raised: Planterbox works
- (b) Total contribution to be raised: **\$40,000 (exclusive of GST)**
- (c) Date by when the contribution is payable:

(i) First instalment

Amount: **\$20,000 (exclusive of GST)**
Due date: **20/04/2020**

(ii) Second instalment

Amount: **\$20,000 (exclusive of GST)**
Due date: **20/07/2020**

22 GENERAL BUSINESS

RESOLVED that any general business be discussed.

Correspondence: It was noted by several Owners present that they had not been receiving correspondence, though the AGM notice was received. It was resolved for Strata Republic to include a request for updated details with the next levy notice issue. It was further noted that the NBN instruction sheet would be annexed to the minutes by Strata Republic.

Smoking: It was noted that despite by-law 25 (Smoke Penetration) there had been issues with smoke reaching into units and disturbing residents. It was resolved for a notice to be issued on the matter by Strata Republic.

Contractor Liason: It was noted that while some Owners were unable to fully commit to joining the Strata Committee, they would be able to lend their particular expertise on specific matters. It was noted that Lana of Lot 23 would be able to liaise with Sentosa Gardens. It was further noted that Andrew and Courtnay of Lot 15 would be able to provide expertise on building matters or financials respectively.

Garage door function: It was noted by the meeting that the presence of an accessible power switch to the garage door could potentially have reduced the extent of required repairs following a vehicle impact in December 2019. It was resolved for Strata Republic to enquire with Thompsons Roller Shutters regarding cost and practicality of installation.

CLOSURE: There being no further business, the chairperson declared the meeting closed at 07:50 PM

strata republic

2nd December 2019

The Owners
260 Penshurst Street
Willoughby NSW 2068

Dear Owners and Managing Agents,

STRATA PLAN 87488- 260 PENSURST STREET, WILLOUGHBY NSW 2068
RE: NBN INSTALLATION INSTRUCTIONS

We write as Strata Managing Agents of the abovementioned scheme.

NBN has been connected to the building. After careful consideration, the Strata Committee has developed some requirements for an NBN installation that must be followed in order to be compliant, because some works must be carried out in common areas. If you do not follow these requirements you may be liable for any damage caused or subsequent remedy of premises.

Please note that technicians do not need to access the MDF or any other restricted areas in order to complete the installation. All cabling is accessible from common areas so no keys or access will need to be organised other than to the Level -1 garage.

NBN Co has already run cabling from their premises to the building, and through the common areas up to the outside of each apartment. These terminate in two junction boxes in the level 1 basement. For Units 1 – 22 it is located at the foot of the garage entrance ramp, above the bicycle racks. For units 23 – 43 it is located on the side of the far-most elevator. Pictures are included below for reference:



Units 1 - 22



Units 23 – 43

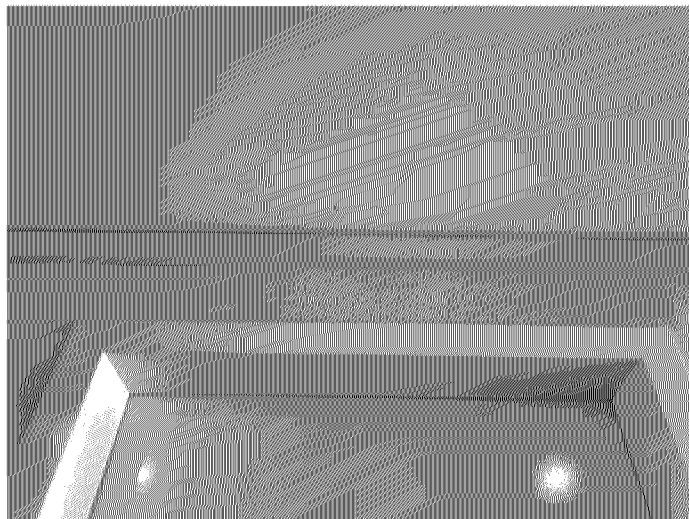
strata republic

The Technician must check that your labelled Port (connection) in the relevant box is active before installation. If it is not working the Installer must be directed to repair it; this is a free service undertaken by NBN. No owner is permitted to use someone else's Port.

Once the technician has validated your connection they will need to finalise the connection at your apartment.

The technician will need to drill a hole from the common area into your apartment in order to run a cable. The cable runs inside a duct along the ceiling in the common area. **The technician will need to open the duct, find the correct wire, drill through the duct into the apartment and run the wire through that hole.** The wire should then be routed through the false ceiling to the appropriate location within the unit.

The technician is **not** permitted to run additional ducting or make other changes (superficial or otherwise) without explicit strata approval.



*Ducting in common areas
above doorway*

We thank you for your co-operation and should you require any further information, please do not hesitate to contact the undersigned.

Yours sincerely,
Strata Republic Pty Ltd

Vincent Wan
Strata Manager

On behalf of the Strata Committee – SP 87488

MINUTES OF THE STRATA COMMITTEE MEETING

Strata Plan 87488 260 Penshurst Street, Willoughby NSW 2068

Minutes of the Strata Committee Meeting of the Owners - Strata Plan 87488 held on 19 August 2019 at 260 Penshurst Street, North Willoughby NSW 2068. The meeting commenced at 06:00 PM.

PRESENT:

Lot #	Unit #	Attendance	Owner Name Representative
41	41	N	Ontoa Ma
38	38	N	Allan Fong
18	18	Yes	Dale Druckman
42	42	Yes	Anne Cooper
2	2	Yes	Margaret Bates

IN ATTENDANCE:

Owner Lot 42 – Andrew Bigg

CHAIRPERSON:

Anne Cooper

MINUTES OF THE MEETING:

1 MINUTES

RESOLVED that the minutes of the last Strata Committee Meeting be confirmed as a true record of the proceedings of that meeting.

2 Treasurer's report

Operating expenditure is tight but within overall budget. Non-essential expenditure will be redirected to rectification of solar system and fire doors. No significant arrears.

3 Building works

Chios have completed a number of small outstanding items and inspected with Tim Bean remaining items. The Committee noted the excellent response times of Chios and quality of work undertaken. A resident update was prepared and sent in July.

Chios commenced work on the water feature. Investigations identified water entering the feature via the planter box in the adjoining courtyard of 12A. Chios have advised that this planter box should also be sealed to ensure the integrity of the entrance feature. Unit 12A owner to be contacted and quote obtained. OC agreed to cease work on the water feature pending the report on 12A.

4 Solar/Hot water panels

Report received from solar experts identified that system had not been serviced and had been under constant operation since installation, which in turn had triggered the gas back-up system. OC agreed to repair the system.

5 Fire panels/ISP

Andrew Bigg attended the meeting to volunteer as an afterhours fire warden. Margaret will provide a handover to Andrew on access to fire and other panels in the building. Andrew also volunteered to

follow-up with TPG regarding correspondence on FTTN provision to the building. The committee thanked Andrew.

6 **Extra rubbish bins**

Council advised they would not provide an extra large bin. They offered a couple of small red-topped bins but the OC declined. Margaret to email Council and advise.

7. **Overhanging playground branch**

As agreed with Clanwilliam Street house owner, due to the house being subject to Heritage restrictions application was made to Council to cut off the branch. Approval was received and branch chopped off.

8 **NSW Energy Savings Scheme (ESS)**

Margaret has obtained the third quotation. For OC to consider pending funds availability.

CLOSURE: There being no further business, the chairperson declared the meeting closed at 07:00 PM.

**MINUTES OF THE ANNUAL GENERAL MEETING
STRATA PLAN 87488
260 Penshurst Street, Willoughby NSW 2068**

Minutes of the Annual General Meeting of the Owners - Strata Plan 87488, held on Wednesday, 30 January 2019 at Club Willoughby, 26 Crabbes Avenue, Willoughby NSW 2068. The meeting commenced at 06:10 PM.

PRESENT:

Lot #	Unit #	Attendance	Owner Name Representative
1	1	Yes	Rebecca Hsu (proxy to Lana Hsu)
2	2	Yes	Margaret Bates
4	4	Yes	Martin Wong
5	5	Yes	Joseph D'Antonio
7	7	Yes	Denis & Lynne Smith
9	9	Yes	Diana Burke
16	16	Yes	Jennifer Fane
18	18	Yes	Dale Druckman of Druckman Twins Pty Ltd ATF Druckman Twins Trust
23	23	Yes	Lana Hsu
24	24	Yes	Christopher & Brenda Low (proxy to Chairperson)
28	28	Yes	Mei Ying Lee (proxy to Joseph D'Antonio)
29	29	Yes	Shaoxiong Yu & Danzhu Zhao
30	30	Yes	Annie Ann Aslanian
32	32	Yes	Petr Kotek
38	38	Yes	Allan Fong & Tania Joan Luk (proxy to Anne Cooper)
40	40	Yes	Andre Menezes
41	41	Yes	Ontoa Ma
42	42	Yes	Anne Cooper
43	43	Yes	Christine Chui Ting Cheung

IN ATTENDANCE:

Charlotte Stork and Wade McKenzie of Strata Republic Pty Ltd

CHAIRPERSON:

Wade McKenzie of Strata Republic Pty Ltd

1 MINUTES OF PREVIOUS MEETING

RESOLVED that the minutes of the previous General Meeting are confirmed.

2 ADOPTION OF FINANCIAL STATEMENTS

RESOLVED that the financial statements for the financial year ending 30/11/2019 be adopted.

It was noted by the treasurer that overall the financials and profit and loss figures were satisfactory. It was noted that there was difficulty getting the builders to complete contracted works in the last

financial year, as well as delays in retrieving levies from some owners (these have now been collected).

It was further noted that the Owners Corporation collected less revenue than what was expected due to the first quarterly levy being raised at the old rate. The Owners Corporation resolved to not pursue the difference in what had been levied & instead would manage the CWP accordingly.

The Strata Committee advised all owners that they are utilising existing funds to the best of their ability to cover any unexpected costs that arise. This may result in delaying non-urgent expenditure.

3 CONFIRMATION OF INSURANCES

RESOLVED that all Owners Corporation insurance currently in force were confirmed as appropriate and adequate.

It was noted that the sum insured is currently being updated with the Insurance Broker in accordance with the latest valuation that was obtained in 2018.

4 OFFICE BEARERS LIABILITY

RESOLVED that the Owners - Strata Plan No. 87488 RESOLVE by ordinary resolution in accordance with section 165(2) of the Strata Schemes Management Act 2015 take out office bearers liability insurance.

5 APPOINTMENT OF AN AUDITOR

RESOLVED that Kelly and Partners be appointed as auditor by the Owners Corporation for the current financial year ending 30/11/2019.

6 TENANT REPRESENTATIVE

THAT the Owners - Strata Plan No. 87488 RESOLVE by ordinary resolution to receive the nomination of the tenant representative for the strata committee and to include the name of the tenant representative in the minutes for the meeting.

MOTION DEFEATED

This motion was defeated on the basis that no nominations were received.

7 TENANTS AT MEETINGS

THAT the Owners - Strata Plan No. 87488 RESOLVE by ordinary resolution to restrict tenants from being present when the following matters are being discussed:

- (a) financial statements and auditor's reports;
- (b) levying of contributions;
- (c) recovery of unpaid contributions;
- (d) a strata renewal proposal under Part 10 of the Strata Schemes Development Act 2015 or any related matter; and/or
- (e) any other financial matter specified by the regulations for the purpose of this clause (as at 30 November 2016 there is nothing further).

MOTION DEFEATED

This motion was defeated on the basis that no nominations were received.

8 OTHER MEANS OF VOTING

RESOLVED that the Owners - Strata Plan No. 87488 RESOLVES by ordinary resolution to adopt the following alternate means of voting (not being elections) at meetings of the Owners Corporation and/or meetings of the Strata Committee:

- (a) Voting by means of teleconference while participating in a meeting from a remote location;
- (b) Voting by means of video-conferencing while participating in a meeting from a remote location;
- (c) Voting by means of email while participating in a meeting from a remote location;
- (d) Voting by means of other electronic means while participating in a meeting from a remote location;
- (e) Voting by means of email before the meeting; or
- (f) Voting by means of other electronic means before the meeting.

9 ELECTION OF STRATA COMMITTEE

RESOLVED that the number of members to constitute the Strata Committee is five (5) and that the following members are elected until the next Annual General Meeting;

Lot 2 - Margaret Bates

Lot 18 - Dale Druckman

Lot 38 - Allan Fong

Lot 42 - Anne Cooper

Lot 41- Ontoa Ma

Thanks were extended to Margaret for all of her hard work with meeting trades throughout the year for all work orders and quotes for the building. For future work orders and quotes, Ontoa offered to assist and meet trades during the week if required.

10 CAPITAL WORKS FUND PLAN

RESOLVED that the Owners - Strata Plan No. 87488 resolve to adopt the updated Capital Works Fund Plan.

Dale Druckman, treasurer of the Strata Committee spoke to this motion. The committee has reviewed all major items in the CWP. While noting the requirements under the *Strata Schemes Management Act 2015*, the committee has balanced current and future expenditure and attempted to minimise fluctuations in levies. The proposal for 2019 is to maintain the CW levy at 2018 levels with a small 5% increase in 2020.

It was noted there has been some concern amongst owners that the Strata Committee promised last year that there would be a drop in the levies this financial year. The treasurer confirmed that statement is incorrect and the committee instructed any owners with concerns to review the last AGM minutes.

It was noted that Lot 28 raised concerns with regards to the capital works fund plan and budgeting and that future owners will benefit from funding for painting works that aren't required for ten years. It was noted that in accordance with Strata Schemes Management Act 2015 that a Capital Works Fund plan must be followed by the Owners Corporation.

It was also requested that a benchmarking exercise be undertaken to compare levies of Willoughby Green and other Strata Schemes, it was agreed by the owners present that this is somewhat of a futile exercise as every building varies enormously depending on their facilities, their build, if the builders are still around and built the building to a good standard etc.

Finally, it was noted by Lot 40 that it gives purchasers confidence if there are good funds in the Capital Works Fund. It adds value to the building.

11 ADOPTION OF BUDGET & RAISING LEVIES

RESOLVED that the proposed annual budget, a copy of which accompanied the notice of this meeting, be adopted and that contributions be determined as follows:

(a) That contributions to the administrative fund are estimated in accordance with Section 79 (1) of the Strata

Schemes Management Act 2015 and determined in accordance with Section 81 (1) of the Strata Schemes Management Act 2015 at \$169,400.00 including GST; and

(b) That contributions to the capital works fund are estimated in accordance with Section 79 (2) of the Strata Schemes Management Act 2015 and determined in accordance with Section 81 (1) of the Strata Schemes Management Act 2015 at \$104,500.00 including GST; and

(c) That both contributions be paid in equal quarterly instalments, the first such instalment being due on 1/03/2019 and subsequent instalments being due on the first days of 1/06/2019, 1/09/2019, 1/12/2019.

It was noted that if the owners wanted to complete the water feature work along with the courtyard walls, the June levy would need to be brought forward so that there is the cash flow for the work to be completed. It was resolved that the water feature be put off until the second half of the year when the cash flow permits for the work.

12 RESTRICTIONS ON POWERS OF STRATA COMMITTEE

RESOLVED that the Owners - Strata Plan No. 87488 decided not to place any restrictions on the decision making power of the Strata Committee until the next Annual General Meeting.

13 DEBT COLLECTION

RESOLVED that the Owners - Strata Plan No. 87488 RESOLVES to recover, and to authorise the Strata Managing Agent, Strata Republic, or Strata Committee or any of them to take all necessary steps on its behalf to recover, from the owner of any lot, or the mortgagee in possession of any lot, any contribution levied to the administrative fund or sinking fund that is not paid at the end of one month after it becomes due and payable, any interest payable on the contribution and the expenses of the Owners Corporation incurred in recovering the contribution or interest including, without limitation, engaging and giving instructions to a debt collector or lawyer to act for the Owners Corporation for that purpose and issuing letters of demand, initiating and maintaining legal action, entering judgement in legal action, and enforcing any judgement including through the issue of a writ for the levy of property, a garnishee order and to provide legal services for the bankruptcy or winding up of any owner as a result of any unpaid contribution, interest or expense.

14 WH&S RISK ASSESSMENT & ASBESTOS REPORT

THAT the Owners - Strata Plan No. 87488 authorise and instruct the Strata Managing Agent to obtain on its behalf a Work Health and Safety Risk Assessment report.

MOTION DEFEATED

15 ANNUAL FIRE SAFETY STATEMENT

RESOLVED that the Owners - Strata Plan No. 87488 resolves to do the following:

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

(b) To submit any corrective actions report to the Strata Committee to determine what action is required, if any; and

(c) To delegate to the strata manager the following functions pursuant to the Agency Agreement additional duties schedule:

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

ii. sign the statement on behalf of the scheme and lodge the statement with local Council and cause a copy of the statement to be given to the Fire Commissioner

16 COMMISSIONS REPORT

RESOLVED that the Owners - Strata Plan No. 87488 RESOLVES by ordinary resolution to consider the report from the strata manager as to whether, and what commissions or training services have been provided to or paid for the agent (other than the owners corporation) in connection with the exercise by the agent of functions for the scheme during the preceding 12 months and particulars of any such commission or training services and estimates of any such commissions or training services that the agent believes are likely to be provided to or paid for the agent in the following 12 months.

17 APPOINTMENT OF STRATA REPUBLIC PTY LTD

RESOLVED that Strata Republic Pty Ltd be re-appointed as Strata Managing Agent of Strata Plan 87488 and that the common seal be affixed to an instrument in writing on terms agreed between the Strata Committee and Strata Republic pursuant to Section 27 of the Strata Schemes Management Act 2015, appointing the agent and delegating to it all the powers, duties, authorities and functions of the Owners Corporation, its Strata Committee and the Chairperson, Secretary and Treasurer of the Strata Committee of the Owners Corporation.

18 CONFIRM AND ADOPT CONSOLIDATION OF BY-LAWS

RRESOLVED that the Owners Corporation SPECIALLY RESOLVES pursuant to section 141 of *Strata Schemes Management Act 2015* to confirm, adopt and approve the by-laws set out in the Consolidation/Change of By-Laws document as the by-laws for the Strata Scheme and to lodge the Consolidation/Change of By-Laws for registration at NSW Land Registry Services. The Strata Managing Agent was instructed to register the by-laws with Land Property Information.

19 PLANTER BOXES

THAT the Owners Corporation note that the maximum height restriction for any plants located in planter boxes within a courtyard or balcony restricted to 2 metres in height and each owner/tenant is responsible for the pruning and maintenance of their planter boxes in accordance with the buildings by-laws.

AMENDMENT PROPOSED BY THE STRATA COMMITTEE

THAT the Owners Corporation note that any plants located in planter boxes within a courtyard or balcony are restricted to plants with a natural height growth of no more than 2 metres and that do not have invasive roots and each owner/tenant is responsible for the pruning and maintenance of their planter boxes in accordance with the buildings by-laws.

AMENDMENT SECONDED BY ALL OWNERS PRESENT

AMENDMENT CARRIED

It was noted that Brad from Sentosa Gardens will be instructed to undertake an audit of all planter boxes to see if any apartments have any problem plants.

20 GENERAL BUSINESS

RESOLVED that the following items of general business were discussed.

Water Ingress -

Water ingress in the northern block was discussed. Item to be referred to Tim Bean for resolution.

Visitor Parking

It was noted that the abuse of the visitor parking is still a big issue and is being monitored by the Strata Committee. The newly consolidated by-laws now incorporates a by-law to provide the owners corporation with more power to take action against those that abuse the visitors spaces.

Air Conditioning

It was advised that any requests to install air conditioning need to be put forward in a formal written application to the Strata Committee to approve prior to any works being undertaken.

CLOSURE: There being no further business, the chairperson declared the meeting closed at 07:35 PM

MINUTES OF THE STRATA COMMITTEE MEETING
Strata Plan 87488
260 Penshurst Street, Willoughby NSW 2068

Minutes of the Strata Committee Meeting of the Owners - Strata Plan 87488 held on Wednesday, 30 January 2019 in Club Willoughby, 26 Crabbes Avenue, Willoughby NSW 2068. The meeting commenced at 07:30 PM.

PRESENT:

Lot #	Unit #	Attendance	Owner Name Representative
2	2	Yes	Margaret Bates
18	18	Yes	Dale Druckman
38	38	Apology	Allan Fong
41	41	Yes	Ontoa Ma
42	42	Yes	Anne Cooper

IN ATTENDANCE:

Charlotte Stork and Wade McKenzie of Strata Republic Pty Ltd

CHAIRPERSON:

Wade McKenzie of Strata Republic Pty Ltd

MINUTES OF THE MEETING:

1 MINUTES

RESOLVED that the minutes of the last Strata Committee Meeting be confirmed as a true record of the proceedings of that meeting.

2 ELECTION OF OFFICE BEARERS

RESOLVED that the following office bearers were elected;
Treasurer - Dale Druckman
Secretary - Margaret Bates
Chairperson - Anne Cooper

4 GENERAL BUSINESS

RESOLVED that there were no items of general business to be discussed.

CLOSURE: There being no further business, the chairperson declared the meeting closed at 07:35 PM.

MINUTES OF THE EXTRAORDINARY GENERAL MEETING

Strata Plan 87488 260 Penshurst Street, Willoughby NSW 2068

Minutes of the Extraordinary General Meeting of the Owners - Strata Plan 87488 held on Thursday, 25 October 2018 in Strata Republic, Suite 704, Level 7, 70 Pitt Street, Sydney NSW 2000. The meeting commenced at 10:00 AM.

PRESENT:

Lot #	Unit #	Attendance	Owner Name Representative
2	2	Yes	Margaret Bates
31	31	Yes	Niki Rozos
32	32	Yes	Petr Kotek

QUORUM - Being no quorum present, the chairperson declared that the meeting be adjourned and that the motions will be resubmitted as part of the 2019 Annual General Meeting.

IN ATTENDANCE:

Charlotte Stork of Strata Republic Pty Ltd

CHAIRPERSON:

Charlotte Stork of Strata Republic Pty Ltd

MINUTES OF THE MEETING:

1 MINUTES

DEFEATED that the minutes of the last General Meeting be confirmed as a true record of the proceedings of that meeting.

2 CONFIRM AND ADOPT CONSOLIDATION OF BY-LAWS

DEFEATED that the Owners Corporation SPECIALLY RESOLVES pursuant to section 141 of *Strata Schemes Management Act 2015* to confirm, adopt and approve the by-laws set out in the Consolidation/Change of By-Laws document as the by-laws for the Strata Scheme and to lodge the Consolidation/Change of By-Laws for registration at NSW Land Registry Services.

CLOSURE: There being no further business, the chairperson declared the meeting closed at 11:00 AM.

MINUTES OF THE ANNUAL GENERAL MEETING

STRATA PLAN 87488 260 Penshurst Street, Willoughby NSW 2068

Minutes of the Annual General Meeting of the Owners - Strata Plan 87488, held on Tuesday, 20 February 2018 at Club Willoughby, 26 Crabbes Avenue, Willoughby NSW 2068. The meeting commenced at 06:04 PM.

PRESENT:

Lot #	Unit #	Attendance	Owner Name Representative
1	1	Yes	Rebecca Hsu (proxy to Lana Hsu)
2	2	Yes	Margaret Bates
3	3	Yes	Bernadette Staude
4	4	Yes	Martin Wong (proxy to Lana Hsu)
5	5	Yes	Imero Joseph & Valmai D'Antonio
7	7	Yes	Denis & Lynne Smith
9	9	Yes	Diana Burke
14	14	Yes	Daniel Po Luk
15	15	Yes	Melissa Kar Foong Choo (proxy to Wade McKenzie)
16	16	Yes	Jennifer Fane
18	18	Yes	Dale Druckman
20	20	Yes	Dr Veronica Gibb-Cumming
23	23	Yes	Lana Hsu
24	24	Yes	Christopher & Brenda Low (proxy to the Chairperson)
25	25	Yes	Vicki Ingram (proxy to Jon Brooker)
28	28	Yes	Jamie Lee
29	29	Yes	Lijun Zhou (proxy to Jamie Lee)
30	30	Yes	Annie Aslanian
31	31	Yes	Niki Rozos
34	34	Yes	Barbara & Gemma Richards
37	37	Yes	Rosanna Fong
38	38	Yes	Allan Fong
40	40	Yes	Andre Menezes
41	41	Yes	Paulina Martin
42	42	Yes	Anne Cooper
43	43	Yes	Christine Cheung

IN ATTENDANCE:

Wade McKenzie of Strata Republic Pty Ltd
Charlotte Stork of Strata Republic Pty Ltd

CHAIRPERSON:

Charlotte Stork

MINUTES:

1 MINUTES OF PREVIOUS MEETING

RESOLVED that the minutes of the previous General Meeting held on 25th May 2017 are confirmed.

2 ADOPTION OF FINANCIAL STATEMENTS

RESOLVED that the financial statements for the financial year ending 30/11/2017 be adopted.

3 CONFIRMATION OF INSURANCES

RESOLVED that all Owners Corporation insurance currently in force be confirmed as appropriate and adequate

It was resolved that an updated insurance valuation be undertaken to bring building sum insured in line with the valuation. Strata Republic is to organise this.

4 OFFICE BEARERS LIABILITY

RESOLVED that the Owners - Strata Plan No. 87488 RESOLVE by ordinary resolution in accordance with section 165(2) of the Strata Schemes Management Act 2015 to consider taking out office bearers liability insurance.

5 APPOINTMENT OF AN AUDITOR

RESOLVED that Kelly & Partners Pty Ltd are appointed as auditor by the Owners Corporation for the current financial year ending 30/11/2018.

6 TENANT REPRESENTATIVE

THAT the Owners - Strata Plan No. 87488 RESOLVE by ordinary resolution to receive the nomination of the tenant representative for the strata committee and to include the name of the tenant representative in the minutes for the meeting.

MOTION DEFEATED

Note: This motion was defeated on the basis that there were no nominations received and therefore no tenant representative elected.

7 TENANTS AT MEETINGS

THAT the Owners - Strata Plan No. 87488 RESOLVE by ordinary resolution to restrict tenants from being present when the following matters are being discussed:

(a) financial statements and auditor's reports;

(b) levying of contributions;

(c) recovery of unpaid contributions;

(d) a strata renewal proposal under Part 10 of the Strata Schemes Development Act 2015 or any related matter; and/or

(e) any other financial matter specified by the regulations for the purpose of this clause (as at 30 November 2016 there is nothing further).

MOTION DEFEATED

Note: This motion was defeated on the basis that there were no nominations received and therefore no tenant representative elected.

8 OTHER MEANS OF VOTING

RESOLVED that the Owners - Strata Plan No. 87488 RESOLVES by ordinary resolution to adopt the following alternate means of voting (not being elections) at meetings of the Owners Corporation and/or meetings of the Strata Committee:

- (a) Voting by means of teleconference while participating in a meeting from a remote location;
- (b) Voting by means of video-conferencing while participating in a meeting from a remote location;
- (c) Voting by means of email while participating in a meeting from a remote location;
- (d) Voting by means of other electronic means while participating in a meeting from a remote location.

9 ELECTION OF STRATA COMMITTEE

RESOLVED that the number of members to constitute the Strata Committee is five (5) and that the following members are elected until the next Annual General Meeting -

The number of committee members were set at 5 and there were a total of 7 nominations received.

Nominations received:

Lot 2 - Margaret Bates
Lot 3 - Bernadette Staude
Lot 18 - Dale Druckman
Lot 23 - Lana Hsu
Lot 28 - Jamie Lee
Lot 38 - Allan Fong
Lot 42 - Anne Cooper

As the total number of nominations exceeded the number of committee members set, a secret ballot was conducted. The result of the ballot confirmed that the Strata Committee would consist the following owners:

Lot 2 - Margaret Bates
Lot 18 - Dale Druckman
Lot 28 - Jamie Lee
Lot 38 - Allan Fong
Lot 42 - Anne Cooper

Further to the above, a vote thanks was extended to Margaret Bates (Lot 2) for all of the work she has completed in 2017/18 despite not being elected to the Strata Committee at the last Annual General Meeting.

10 CAPITAL WORKS FUND PLAN

RESOLVED that the Owners - Strata Plan No.87488 consider the Capital Works Fund Plan prepared by Sageview and the adjusted Capital Works Fund Plan, as amended and recommended by majority of the Strata Committee and determine to adopt the adjusted plan in relation to the setting of the Capital Works Fund budget.

Stage 2 works are now complete with the exception of Unit 9's balcony and the 2 strip drains. Work will commence on the strip drains shortly. Unit 9 balcony is to be prioritised.

Remaining works are included in the 2018 plan, including noted items for units 20 and 25. The Project Manager to provide further detail and timing.

The Capital Works Plan will be monitored on an annual basis and updated as required.

Unit 25 requested their no vote to be explicitly recorded.

11 ADOPTION OF BUDGET & RAISING LEVIES

RESOLVED that the proposed annual budget be adopted and that contributions be determined as follows:

(a) That contributions to the administrative fund are estimated in accordance with Section 79 (1) of the Strata Schemes Management Act 2015 and determined in accordance with Section 81 (1) of the Strata Schemes Management Act 2015 at \$154,000.00 excluding GST; and

(b) That contributions to the capital works fund are estimated in accordance with Section 79 (2) of the Strata Schemes Management Act 2015 and determined in accordance with Section 81 (1) of the Strata Schemes Management Act 2015 at \$95,000.00 excluding GST; and

(c) That both contributions be paid in equal quarterly instalments, the first such instalment being due on 01/03/2018 and subsequent instalments being due on the first days of 01/06/2018, 01/09/2018, 01/12/2018.

Note: Unit 25 voted against this motion.

12 RESTRICTIONS ON POWERS OF STRATA COMMITTEE

RESOLVED that the Owners - Strata Plan No. 87488 decided to place the following restrictions on the decision making power of the Strata Committee until the next Annual General Meeting;

- A \$10,000 restriction for non-budgeted expenditure items and three quotes must be obtained for any non-budgeted items.

13 DEBT COLLECTION

RESOLVED that the Owners - Strata Plan No.87488 RESOLVES to recover, and to authorise the Strata Managing Agent, Strata Republic, or Strata Committee or any of them to take all necessary steps on its behalf to recover, from the owner of any lot, or the mortgagee in possession of any lot, any contribution levied to the administrative fund or sinking fund that is not paid at the end of one month after it becomes due and payable, any interest payable on the contribution and the expenses of the Owners Corporation incurred in recovering the contribution or interest including, without limitation, engaging and giving instructions to a debt collector or lawyer to act for the Owners Corporation for that purpose and issuing letters of demand, initiating and maintaining legal action, entering judgement in legal action, and enforcing any judgement including through the issue of a writ for the levy of property, a garnishee order and to provide legal services for the bankruptcy or winding up of any owner as a result of any unpaid contribution, interest or expense.

14 WH&S RISK ASSESSMENT REPORT

THAT the Owners - Strata Plan No. 87488 authorise and instruct the Strata Managing Agent to obtain on its behalf a Work Health and Safety Risk Assessment report or update thereof.

MOTION DEFEATED

It was noted that this motion is defeated on the basis that it is not requirement under the Strata Schemes Management Act as there are no commercial components to the Strata Plan.

15 ANNUAL FIRE SAFETY STATEMENT

RESOLVED that the Owners - Strata Plan No. 87488 resolves to do the following:

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

(b) To submit any corrective actions report to the Strata Committee to determine what action is required, if any; and

(c) To delegate to the strata manager the following functions pursuant to the Agency Agreement additional duties schedule:

- i. undertake the seeking of quotations and engaging the contractor to prepare the statement; and
- ii. sign the statement on behalf of the scheme and lodge the statement with local Council and cause a copy of the statement to be given to the Fire Commissioner

16 SPECIAL BY-LAW - PARKING ON COMMON PROPERTY

RESOLVED that the Owners - Strata Plan No. 87488 SPECIALLY RESOLVES pursuant to the Strata Schemes Management Act 2015 that the by-laws of the Owners Corporation are amended by the addition of Special By-Law No. 1 - Parking on Common Property.

17 EXISTING BY-LAWS

RESOLVED that the Owners - Strata Plan No. 87488 resolve that the existing By-Laws be amended in line with those presented to this Annual General Meeting and adjusted if necessary for Item 16.

Note: Strata Republic was instructed to consolidate and register the amended by-laws and send to all residents, agents and residents with a copy of the building's house rules.

18 DECOMMISSION WATER FEATURE

RESOLVED that the Owners - Strata Plan No. 87488 discuss the water feature at the main entrance to be decommissioned.

Note: It was resolved that the Water Feature be decommissioned and that the Strata Committee obtain three quotes for the works and that the limit of expenditure be set at \$10,000.00.

Once some quotes have been obtained, then a few options of different plants will be posted on the two notice boards.

19 OWNERS PLANTER BOXES

RESOLVED that the Owners - Strata Plan No. 87488 resolve that Sentosa Gardens be instructed to undertake an audit of "trees" growing in planter boxes and garden beds of all lots. Strata Republic is instructed to serve notice on owners to remove the potentially damaging trees identified by Sentosa Gardens.

20 BUILDING APPEARANCE - SCREENS ON FRONT GATES, APPEARANCE & MAINTENANCE OF LOTS

RESOLVED that the Owners - Strata Plan No. 87488 resolve that notice be served on owners in breach of By-Law 5.4 and to repair at the owner's expense damaged gate screens on ground floor lots.

21 COMMISSIONS REPORT

RESOLVED that the Owners - Strata Plan No. 87488 RESOLVES by ordinary resolution to consider the report from the strata manager as to whether, and what commissions or training services have been provided to or paid for the agent (other than the owners corporation) in connection with the exercise by the agent of functions for the scheme during the preceding 12 months and particulars of any such commission or training services and estimates of any such commissions or training services that the agent believes are likely to be provided to or paid for the agent in the following 12 months.

22 WINDOW SAFETY DEVICES

a) **RESOLVED** that the Owners - Strata Plan No. 87488 engage a licensed contractor to arrange inspection of the windows and to provide a quotation for the fitting of restrictive devices to ensure compliance with the new Child Window Safety Device legislation and that the Strata Committee be given authority to approve the quote on

behalf of the Owners Corporation.

b) **THAT** the Strata Committee be given an expenditure limit to proceed with the installation of the Child Window Safety Device as per section 118 of the Act. **MOTION DEFEATED**

Note: It was noted that quotes are currently being organised by Strata Republic and the Strata Committee.

23 APPOINTMENT OF STRATA REPUBLIC PTY LTD

RESOLVED that Strata Republic Pty Ltd be re-appointed as Strata Managing Agent of Strata Plan 87488 and that the common seal be affixed to an instrument in writing on terms agreed between the Strata Committee and Strata Republic pursuant to Section 27 of the Strata Schemes Management Act 2015, appointing the agent and delegating to it all the powers, duties, authorities and functions of the Owners Corporation, its Strata Committee and the Chairperson, Secretary and Treasurer of the Strata Committee of the Owners Corporation.

24 GENERAL BUSINESS

RESOLVED that the following general business was discussed -

- It was requested that Strata Republic follow up the window safety lock quotations.
- It was noted that the issue with visitor parking is still a big problem and Unit 17 appears to be a repeat offender with regards to visitor parking and smoking. A further breach letter is to be sent before further action is taken.
- Strata Committee Meetings - A copy of the agendas will be issued to all owners in future and owners are welcome to sit and listen in when the Strata Committee Meetings take place.

CLOSURE: There being no further business, the chairperson declared the meeting closed at 07:50 PM.

MINUTES OF THE STRATA COMMITTEE MEETING

Strata Plan 87488
260 Penshurst Street, Willoughby NSW 2068

Minutes of the Strata Committee Meeting of the Owners - Strata Plan 87488 held on Tuesday, 20 February 2018 at Club Willoughby, 26 Crabbes Avenue, Willoughby NSW 2068. The meeting commenced immediately following the Annual General Meeting.

PRESENT:

Lot 2 - Margaret Bates
Lot 18 - Dale Druckman
Lot 28 - Jamie Lee
Lot 38 - Allan Fong
Lot 42 - Anne Cooper

IN ATTENDANCE:

Charlotte Stork of Strata Republic Pty Ltd

CHAIRPERSON:

Charlotte Stork

MINUTES OF THE MEETING:

1 MINUTES

RESOLVED that the minutes of the last Strata Committee Meeting held on 28th September 2017 be confirmed as a true record of the proceedings of that meeting.

2 ELECTION OF OFFICE BEARERS

RESOLVED that the following office bearers be elected -

Treasurer - Dale Druckman
Secretary - Margaret Bates
Chairperson - Allan Fong

CLOSURE: There being no further business, the chairperson declared the meeting closed at 07:53 PM.

Capital Works Fund Plan

Strata Plan 87488
WILLOUGHBY GREEN
260 Penshurst st, Willoughby NSW 2068



Compiled by Edward Malek

5th May 2017 (Reviewed 18-1-18)

Proud Members of:



SAGEVIEW [NSW] PTY LTD

Phone: 1300 094 648

Email: enquiries@sageview.com.au

Web: www.sageview.com.au

PO Box 155 Parramatta CBD NSW 2124

5th May 2017 (Reviewed 18-1-18)

The Owner's Corporation for SP 87488
Jake Gilbert
Strata Republic
PO BOX R1860
Royal Exchange NSW 1225

The owner's corporation has adjusted this plan to reflect only 10 years of planned works. The intent is to review the plan again in the next 2 years.

Dear Owners,

Capital Works Fund Plan – SP 87488

Thank you for obtaining your capital works fund plan from Sageview.

As requested by the Owners Corporation Sageview has compiled a Capital Works Fund Budget for the common areas of the subject property. The 15 year plan will provide for long-term maintenance and repair of the building as well as replacement of common property items. The aim of a capital works fund is to regulate levies over time so there won't be excessively heavy assessments during any one year. This information is also useful and must be made available to lot owners and potential buyers to ensure transparency of incumbent property costs.

The capital works fund report consisted of a site inspection identifying and assessing the condition of the common property and materials used and estimating their life expectancy. Our experienced building inspectors use rates commonly used in the industry today. Life expectancies and life cycles used in the report are intended as a guide for the purpose of determining a reasonable budget allowance for every year covered by this report. It is not a maintenance report and should only be used as a guide for maintenance.

The Owners Corporation was requested to make available to Sageview all relevant information regarding the property including financial details and any expected maintenance issues and costs which would likely impact the Capital Works Fund Plan.

The Capital Works Fund plan has been set out for the next 15 years but it should be noted that it should be reviewed every few years, (relative to size of complex) to update any changes caused by abnormal expenditure, government legislations, differences between tender prices and monies allocated in the report, building material availability and condition of the building.

Report Imputations

Strata Plan	87488
Date Plan Registered	2012
Number of Units	44
Number of Entitlements	10000
Estimated Capital Works Fund Balance at start of financial year	\$56,607
Start date of Financial Year	1 Dec 2017
Total previous Sinking Fund Levy (ex GST)	\$27,272
Assumed Interest Rate on invested funds	2%
Taxation Rate on income from Invested Funds	30%
Contingency Allowance - For minor and/or unforeseen expenses.	5%
Assumed Rate of Inflation for Building Maintenance / Construction Costs	2%

The estimated first year total contribution for the Capital Works Fund is:

\$105,000 ex GST

The estimated levies have been increased for the following reasons:

- Long term expenditure, or a portion of, which may be beyond the 15 years of the plan have been included due to the high costs of such items. Eg. Mechanical upgrades for lifts, Balcony tile replacements
- The previous capital works fund plan contributions not being adopted. Therefore there are insufficient funds to maintain the building.
- Items which were not included in previous plans due to being outside the 10 or 15 time frame, or previously determined as being 'life of building' which our extensive experience has proved not to be the case. Eg. window replacements
- The increase in construction related costs beyond that of inflation and consumer price index over the years since the last plan was completed.

These reasons also reinforce the need to ensure the capital works fund plan be regularly reviewed and updated every 2 - 5 years (relative to size of complex) to minimise such substantial rises in the future.

Please contact Sageview should further information or clarification be required on 1300 094 648

Yours sincerely

Edward Malek

Table 1 - Estimated Cash Flow

Yr	Period	Opening Balance	Annual Contributions	Estimated Expenditure	Interest on Investment	Estimated Tax	Closing Balance	Contribution per Unit Entitlement
1	01 Dec 2017 - 30 Nov 2018	56607	105000	99964	1132	339	62436	10.50
2	01 Dec 2018 - 30 Nov 2019	62436	107100	113325	1248	374	57085	10.71
3	01 Dec 2019 - 30 Nov 2020	57085	109242	131657	1141	342	35469	10.92
4	01 Dec 2020 - 30 Nov 2021	35469	111426	97643	709	212	49749	11.14
5	01 Dec 2021 - 30 Nov 2022	49749	113654	20908	994	298	143191	11.37
6	01 Dec 2022 - 30 Nov 2023	143191	115927	50027	2863	858	211096	11.59
7	01 Dec 2023 - 30 Nov 2024	211096	118245	46266	4221	1266	286030	11.82
8	01 Dec 2024 - 30 Nov 2025	286030	120609	127267	5720	1716	283376	12.06
9	01 Dec 2025 - 30 Nov 2026	283376	123021	104692	5667	1700	305672	12.30
10	01 Dec 2026 - 30 Nov 2027	305672	125481	204536	6113	1833	230897	12.55

Table 2 - Estimated Expenditure

							Estimated Expenditure														
No.	Location and Item	Work Description	Qty	Est Item Life	Year Next Due	Est Cost	2017 - 2018	2018 - 2019	2019 - 2020	2020 - 2021	2021 - 2022	2022 - 2023	2023 - 2024	2024 - 2025	2025 - 2026	2027 2028					
							Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10					
	Building Exteriors																				
1	Painting	Paint building exterior surfaces	1 item	11	2	67000		68340													
2	Painting	Paint building exterior surfaces	1 item	10	3	67000			69706												
3	Painting	Paint building exterior facade	1 item	9	4	67000				71100											
4	Painting	Boom lift/scaffold allowance	1 item	11	2	22500		22950													
5	Painting	Boom lift/scaffold allowance	1 item	10	3	22500			23408												
6	Painting	Paint pedestrian door face	3 No	10	2	330		336													
7	Building rectification/rep	Ongoing remedial works	1 item	16	1	70500	70500														
8	Floor Coverings	Replace / maintain floor tiles to balconies/terraces	1 item	8	1	15984	15984								18727						
9	Floor Coverings	Replace / maintain floor tiles to balconies/terraces	1 item	9	2	15984		16303													
10	Floor Coverings	Replace / maintain floor tiles to balconies/terraces	1 item	10	3	15984			16629												
11	Windows	Alluminium window and door replacement allowance 5%	1 ea	8	8	26000								29865							
12	Walkways	Replace / maintain entry stairways/walkways	1 item	3	3	550			572			607			644						
13	Balustrades, Handrails	Replace / maintain balustrades 10%	4 lm	4	4	2000				2122				2297							
	Roof Area																				
14	Membrane	Maintain roof areas	20 sqm	3	5	3700					4004			4250							
15	Roofing	Replace / maintain metal roof sheeting 20%	192 sqm	4	7	14400							16216								
16	Gutters	Replace / maintain / gutters (Total 65 lm 20%)	14 lm	3	5	1610					1742			1849							

No.	Location and Item	Work Description	Qty	Est Item Life	Year Next Due	Est Cost	2017 - 2018	2018 - 2019	2019 - 2020	2020 - 2021	2021 - 2022	2022 - 2023	2023 - 2024	2024 - 2025	2025 - 2026	2026 - 2027						
							Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10						
Building Interiors																						
17	Painting	Lobbies - paint ceilings	397 sqm	8	6	7543						8328										
18	Painting	Lobbies - paint walls	1006 sqm	8	6	19114						21103										
19	Painting	Lobbies - paint door faces including architraves	64 ea	8	4	7360				7810												
20	Painting	Lobbies - paint timber stairway treads	48 sqm	8	1	4080	4080								4780							
21	Floor Coverings	Lobbies - replace carpet	1 item	10	1	4000	4000															
22	Floor Coverings	Lobbies - replace carpet	1 item	10	8	34167								39247								
23	Doors	Door hardware allowance	5 No	4	4	1925				2042				2211								
Basement / Carpark																						
24	Parts and Fittings	Replace/maintain bollards	1 ea	4	4	360				382				413								
25	Painting	Paint door face	25 No	10	6	2750						3036										
26	Painting	Paint ceilings	1536 sqm	14	10	15360										18356						
27	Painting	Paint linemarking	424 lm	12	8	5512								6331								
28	Pumps	Replace submersible storm water pump sets	1 No	8	11	2500																
External Areas																						
29	Fencing	Replace / maintain boundary timber fencing (157 lm 10%)	16 lm	3	1	640	640			679			720			764						
30	Fencing	Replace / maintain metal fencing (Total 45 lm 10%)	5 lm	4	4	500				530				574								
31	Gates	Paint / maintain metal frontage gates	6 No	12	8	5100								5858								
32	Gardens and Grounds	Maintain planter boxes 10%	1 Item	4	7	18000							20270									
33	Walkways	Replace / maintain walkways	8 sqm	3	3	1200			1248			1324			1405							
Building Services																						
34	Fire Services	Replace fire indication panel	1 Item	12	8	12000								13784								

No.	Location and Item	Work Description	Qty	Est Item Life	Year Next Due	Est Cost	2017 - 2018	2018 - 2019	2019 - 2020	2020 - 2021	2021 - 2022	2022 - 2023	2023 - 2024	2024 - 2025	2025 - 2026	2026 - 2027					
							Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10					
35	Fire Services	Replace / maintain fire hose reels 20%	4 No.	4	4	1880				1995				2159							
36	Fire Services	Replace/maintain fire and smoke detectors and speakers 20%	8 No.	4	4	1920				2037				2205							
37	Fire Services	Replace/maintain emergency & exit lighting 33%	22 No	2	3	4840			5035		5238		5450		5670						
38	Pumps	Replace / refurbish diesel fire booster pump	1 No	5	5	1500					1623					1792					
39	Pumps	Replace / refurbish jacking pump	1 No	10	6	2300						2539									
40	Ventilation	Basement mechanical ventilation system allowance	1 Item	5	6	2500						2760									
41	Ventilation	Replace / refurbish bathroom ventilation systems	1 No	5	5	5500					5953					6573					
42	Ventilation	Replace / refurbish lobby relief fans	1 No	4	4	2850				3024				3273							
43	Lift	Mechanical upgrade of lift allowance 50%	4 Item	10	10	140000										167312					
44	Lift	Refurbish interior of lift	4 Item	13	9	50000									58582						
45	Lift	Maintain disabled lift	1 Item	12	8	4800								5513							
46	Communication	Replace / maintain main intercom systems allowance	3 Item	3	3	1950			2028			2152			2284						
47	Plumbing	Plumbing allowance	1 Item	4	4	1200				1273				1378							
48	Electrical	Electrical Allowance	1 Item	2	3	1250			1300		1353		1407		1464						
49	Lighting	Replace/maintain common light fittings and sensors 20%	25 No	3	3	5250			5462			5796			6151						
							95204	107929	125388	92994	19913	47645	44063	121207	99707	194797					
Yearly Estimated Expenditure including 5.00% Contingency							99964	113325	131657	97643	20908	50027	46266	127267	104692	204536					

Table 3 - Estimated Expenditure Summary

Item	2017 2018	2018 2019	2019 2020	2020 2021	2021 2022	2022 2023	2023 2024	2024 2025	2025 2026	2026 2027					
Communications			2028			2152			2284						
Doors, Windows				2042				32076							
Drainage					1742		16216	1849							
Fencing	640			3331			720	8729		764					
Fire Systems			5035	4032	5238		5450	18148	5670						
Floor coverings	19984	16303	16629					39247	18727						
Grounds Maintenance							20270								
Electrical, Lighting			6762		1353	5796	1407		7615						
Painting	74580	91626	93114	78910		32467			4780	18356					
Roadways, Pathways			1820			1931		6331	2049						
Waterproofing					4004			4250							
Lifts								5513	58582	167312					
Ventilation				3024	5953	2760		3273		6573					
Plumbing				1273				1378							
Pumps					1623	2539				1792					
Parts and Fittings				382				413							
Contingency	4760	5396	6269	4649	995	2382	2203	6060	4985	9739					
Total	99964	113325	131657	97643	20908	50027	46266	127267	104692	204536					

Table 4 - Years 1 - 5 Unit Contributions

Unit No.	Unit Entitlements	Annual & Quarterly Contributions									
		Year 1 - 2017		Year 2 - 2018		Year 3 - 2019		Year 4 - 2020		Year 5 - 2021	
		Per Year	Per Quarter	Per Year	Per Quarter	Per Year	Per Quarter	Per Year	Per Quarter	Per Year	Per Quarter
1	286	3003.00	750.75	3063.06	765.77	3124.32	781.08	3186.78	796.70	3250.50	812.63
2	303	3181.50	795.38	3245.13	811.28	3310.03	827.51	3376.21	844.05	3443.72	860.93
3	211	2215.50	553.88	2259.81	564.95	2305.01	576.25	2351.09	587.77	2398.10	599.52
4	273	2866.50	716.63	2923.83	730.96	2982.31	745.58	3041.93	760.48	3102.75	775.69
5	285	2992.50	748.13	3052.35	763.09	3113.40	778.35	3175.64	793.91	3239.14	809.78
6	198	2079.00	519.75	2120.58	530.15	2162.99	540.75	2206.23	551.56	2250.35	562.59
7	220	2310.00	577.50	2356.20	589.05	2403.32	600.83	2451.37	612.84	2500.39	625.10
8	218	2289.00	572.25	2334.78	583.70	2381.48	595.37	2429.09	607.27	2477.66	619.41
9	213	2236.50	559.13	2281.23	570.31	2326.85	581.71	2373.37	593.34	2420.83	605.21
10	207	2173.50	543.38	2216.97	554.24	2261.31	565.33	2306.52	576.63	2352.64	588.16
11	211	2215.50	553.88	2259.81	564.95	2305.01	576.25	2351.09	587.77	2398.10	599.52
12	204	2142.00	535.50	2184.84	546.21	2228.54	557.13	2273.09	568.27	2318.54	579.64
13	197	2068.50	517.13	2109.87	527.47	2152.07	538.02	2195.09	548.77	2238.98	559.75
14	198	2079.00	519.75	2120.58	530.15	2162.99	540.75	2206.23	551.56	2250.35	562.59
15	193	2026.50	506.63	2067.03	516.76	2108.37	527.09	2150.52	537.63	2193.52	548.38
16	206	2163.00	540.75	2206.26	551.57	2250.39	562.60	2295.38	573.84	2341.27	585.32
17	195	2047.50	511.88	2088.45	522.11	2130.22	532.55	2172.81	543.20	2216.25	554.06
18	207	2173.50	543.38	2216.97	554.24	2261.31	565.33	2306.52	576.63	2352.64	588.16
19	213	2236.50	559.13	2281.23	570.31	2326.85	581.71	2373.37	593.34	2420.83	605.21
20	237	2488.50	622.13	2538.27	634.57	2589.04	647.26	2640.80	660.20	2693.60	673.40
21	312	3276.00	819.00	3341.52	835.38	3408.35	852.09	3476.49	869.12	3546.00	886.50
22	303	3181.50	795.38	3245.13	811.28	3310.03	827.51	3376.21	844.05	3443.72	860.93
23	219	2299.50	574.88	2345.49	586.37	2392.40	598.10	2440.23	610.06	2489.02	622.26
24	211	2215.50	553.88	2259.81	564.95	2305.01	576.25	2351.09	587.77	2398.10	599.52
25	215	2257.50	564.38	2302.65	575.66	2348.70	587.18	2395.66	598.91	2443.56	610.89
26	284	2982.00	745.50	3041.64	760.41	3102.47	775.62	3164.50	791.12	3227.77	806.94
27	206	2163.00	540.75	2206.26	551.57	2250.39	562.60	2295.38	573.84	2341.27	585.32
28	207	2173.50	543.38	2216.97	554.24	2261.31	565.33	2306.52	576.63	2352.64	588.16
29	220	2310.00	577.50	2356.20	589.05	2403.32	600.83	2451.37	612.84	2500.39	625.10
30	281	2950.50	737.63	3009.51	752.38	3069.70	767.43	3131.07	782.77	3193.68	798.42
31	215	2257.50	564.38	2302.65	575.66	2348.70	587.18	2395.66	598.91	2443.56	610.89
32	212	2226.00	556.50	2270.52	567.63	2315.93	578.98	2362.23	590.56	2409.46	602.37
33	215	2257.50	564.38	2302.65	575.66	2348.70	587.18	2395.66	598.91	2443.56	610.89
34	307	3223.50	805.88	3287.97	821.99	3353.73	838.43	3420.78	855.19	3489.18	872.29
35	216	2268.00	567.00	2313.36	578.34	2359.63	589.91	2406.80	601.70	2454.93	613.73
36	207	2173.50	543.38	2216.97	554.24	2261.31	565.33	2306.52	576.63	2352.64	588.16
37	207	2173.50	543.38	2216.97	554.24	2261.31	565.33	2306.52	576.63	2352.64	588.16
38	358	3759.00	939.75	3834.18	958.55	3910.86	977.72	3989.05	997.26	4068.81	1017.20
39	209	2194.50	548.63	2238.39	559.60	2283.16	570.79	2328.80	582.20	2375.37	593.84
40	211	2215.50	553.88	2259.81	564.95	2305.01	576.25	2351.09	587.77	2398.10	599.52
41	215	2257.50	564.38	2302.65	575.66	2348.70	587.18	2395.66	598.91	2443.56	610.89
42	241	2530.50	632.63	2581.11	645.28	2632.73	658.18	2685.37	671.34	2739.06	684.77

Unit No.	Unit	Annual & Quarterly Contributions									
	Entitlements	Year 1 - 2017		Year 2 - 2018		Year 3 - 2019		Year 4 - 2020		Year 5 - 2021	
		Per Year	Per Quarter	Per Year	Per Quarter	Per Year	Per Quarter	Per Year	Per Quarter	Per Year	Per Quarter
43	252	2646.00	661.50	2698.92	674.73	2752.90	688.22	2807.94	701.98	2864.08	716.02
44	2	21.00	5.25	21.42	5.36	21.85	5.46	22.29	5.57	22.73	5.68
Total	10000	105000.00		107100.00		109242.00		111426.00		113654.00	

Explanatory Notes

The report has been reviewed and amended according to information and costs received from Tim Bean (project manager).

It is recommended that the powder coat / colourbond finished items throughout the property be maintained with accordance to the manufacturers' recommendations to maximize the lifespan of these items. The re-painting of these items can be included in the second paint cycle if needed.

Cost cycles for different items are used to accumulate funds for the replacement and/or maintenance of the specific item when necessary. Eg lighting, door and fire equipment replacements

A 100% replacement/maintenance allowance has been included for fencing that divides private courtyards that are part of the strata plan. A 50% allowance has been included for the strata plans boundary fencing that is adjoining neighbouring properties.

An allowance has been included to accumulate funds for the replacement of the balcony balustrades in the future.

It is recommended that the Owners Corporation obtain quotes for painting and other large planned expenditures well in advance of the job time to allow for any shortfall or excess in funds.

An allowance has been included to replace/maintain aluminium windows and balcony floor tiles in the future. It is recommended that the Owners Corporation obtain quotes well in advance of the job time to allow for any shortfall or excess in funds.

It is recommended that if there are major expenditures that are not included in this report then it should be updated well before any other large expenditures are planned as to ensure sufficient funds are available.

DISCLAIMER

Contaminants such as asbestos, chemicals, toxic wastes or other potentially hazardous materials could if present, adversely affect the Capital Works Fund Plan. Unless otherwise stated in this report, the extent of hazardous substances, which may or may not be represented on or in the property, was not considered. No responsibility is assumed for any such conditions and the recipient of this report is advised that we are not qualified to detect such substances, quantify the impact on values, or estimate the remedial cost.

We emphasise that we have not carried out a structural survey of the improvements nor have we examined them for signs of timber infestation, concrete cancer and the like, and accordingly cannot be responsible for the consequence of such defects. No soil analysis or geological studies were ordered or made in conjunction with this report.

This Capital Works Fund Plan has been prepared on the basis that full disclosure of all information and facts which may affect the Capital Works Fund has been made to us. We do not accept any liability or responsibility whatsoever for the Capital Works Fund Plan if full disclosure has not been made. Furthermore, we do not accept responsibility for any consequential error or defect in the Capital Works Fund which has resulted from any error, omission or inaccuracy in data or information supplied by the client or its officers and agents. No assessment has been carried out on any internal ceiling space or floor space as well as a roof area where access requiring the use of ladders or safety harnesses is needed. Underground or internal plumbing, drainage or electrical services cannot be properly assessed and is also not included in the report.

This Capital Works fund plan does not include:

- items that are usually paid for by the Administration fund
- an allowance for GST if plan is registered for GST
- repair or replacement of items resulting from malicious or wilful acts, abnormal usage, accidents or unforeseeable failure
- local government or legislative charges
- data or telecommunications cabling replacement
- non-essential improvements or refurbishments allowances
- defective construction repairs costs
- maintenance contract costs

The Capital Works Fund Plan is solely for the use of the party by whom we were instructed and for no other purpose. We owe no duty of care to any third party who becomes aware of this Capital Works Fund Plan and, without our knowledge, chooses to act or rely on the whole or any part of it.

Neither the whole nor any part of this Capital Works Fund Plan nor any reference thereto may be included in any document, circular or statement without our approval of the form and context in which it will appear.



Level 33, 101 Miller Street
North Sydney NSW 2060

PO BOX 500, North Sydney NSW 2059

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

BAC INSURANCE BROKERS PTY LTD
PO BOX 84
DARLINGHURST NSW 1300

Certificate of Currency

CHU Residential Strata Insurance Plan

Policy No	HU0045380
Policy Wording	CHU RESIDENTIAL STRATA INSURANCE PLAN
Period of Insurance	25/10/2019 to 25/10/2020 at 4:00pm
The Insured	THE OWNERS - STRATA PLAN 87488
Situation	260 PENSHURST STREET NORTH WILLOUGHBY NSW 2068

Policies Selected

Policy 1 – Insured Property

Building: \$20,500,000

Common Area Contents: \$205,000

Loss of Rent & Temporary Accommodation (total payable): \$3,075,000

Policy 2 – Liability to Others

Sum Insured: \$20,000,000

Policy 3 – Voluntary Workers

Death: \$200,000

Total Disablement: \$2,000 per week

Policy 4 – Workers Compensation

Not Available

Policy 5 – Fidelity Guarantee

Sum Insured: \$100,000

Policy 6 – Office Bearers' Legal Liability

Sum Insured: \$1,000,000

Policy 7 – Machinery Breakdown

Sum Insured: \$100,000

Policy 8 – Catastrophe Insurance

Sum Insured: \$3,075,000

Extended Cover - Loss of Rent & Temporary Accommodation: \$461,250

Escalation in Cost of Temporary Accommodation: \$153,750

Cost of Removal, Storage and Evacuation: \$153,750

Policy 9 – Government Audit Costs and Legal Expenses

Government Audit Costs: \$25,000



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

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

Sum Insured: \$250,000

Flood Cover is included.

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

Effective Date 25/10/2019

This certificate confirms that from the effective date noted above, a Policy existed for the sums insured shown.

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

BAC Insurance Brokers Pty Ltd

ABN 92 003 043 294

ACN 003 043 294

AFS Licence Number 240348

The Connaught Offices
Level 3, 185 Liverpool Street
SYDNEY NSW 2000

PO Box 84
DARLINGHURST NSW 1300

Tel: (02) 9360 2244
Fax: (02) 9360 9850

Email: reception@bacbrokers.com.au

You are reminded that the policy mentioned below falls due for renewal on 25/10/2019. To ensure your continued protection, payment must be received by this due date. This is an invitation to renew, and not a demand for payment.

Page 1 of 3

TAX INVOICE

This document will be a tax invoice
for GST when you make payment

Invoice Date: 14/10/2019

Invoice No: 58918

Our Reference: SP 87488

Should you have any queries in relation to this account,
please contact your Account Manager
Cathie Chang

The Owners - Strata Plan No 87488
C/- Strata Republic Pty Ltd
PO Box R1860
ROYAL EXCHANGE NSW 1225

Class of Policy: Residential Strata Insurance
Insurer: QBE Insurance (Australia) Limited
82 Pitt St, SYDNEY NSW 2000
ABN:
The Insured: The Owners - Strata Plan No 87488

RENEWAL

Policy No: HU0045380

Period of Cover:

From **25/10/2019**
to **25/10/2020** at 4:00 pm

Details: See attached schedule for a description of the risk(s) insured

YOUR DUTY OF DISCLOSURE

PLEASE READ IMPORTANT
NOTICE OVERLEAF

NON-DISCLOSURE

If you fail to comply with your duty of disclosure, the Insurer may be entitled to reduce the liability under the Contract in respect of a claim or may cancel the Contract. If your non-disclosure is fraudulent, the Insurer may also have the option of avoiding the Contract from its beginning.

Clients who are not fully satisfied with our services should contact our customer relations/complaints officer.

BAC Insurance Brokers Pty Ltd
also subscribe to the Australian Financial Complaints Authority (AFCA), a free customer service and the General Insurance Brokers Code of Practice. Further information is available from this office, or contact AFCA on 1800 931 678.

Your Premium:

Premium	UW Levy	Fire/ESL	GST	Stamp Duty	Broker Fee
\$18,016.47	\$105.00	\$2,700.93	\$2,334.47	\$2,051.01	\$2,522.34

TOTAL \$27,730.22



Acct Name: BAC Insurance Brokers Pty Ltd
BSB: 182222 Account: 303186969
Reference: SP 87488 58918

Our Reference: SP 87488
Invoice No: 58918
Acct Man: Cathie Chang



Mail this portion with your cheque payable to:
BAC Insurance Brokers Pty Ltd
PO Box 84
DARLINGHURST NSW 1300

AMOUNT DUE

\$27,730.22

Schedule of Insurance

Page 2 of 3

Class of Policy: Residential Strata Insurance
The Insured: The Owners - Strata Plan No 87488

Policy No: HU0045380
Invoice No: 58918
Our Ref: SP 87488

This policy has been placed with

CHU Underwriting Agencies Pty Ltd
ABN 18 001 580 070
1 Northcliff St, MILSONS POINT NSW 2061

CHU Underwriting Agencies Pty Ltd is underwritten by

QBE Insurance (Australia) Limited
82 Pitt St, SYDNEY NSW 2000

STRATA INSURANCE

Insured: The Owners - Strata Plan No 87488

Situation: 260 Penshurst Street, North Willoughby NSW 2068

Policy 1:	Insured Property (Building)	\$20,500,000
	Loss of Rent / Temporary Accommodation (15%)	\$3,075,000
	Common Area Contents	\$205,000
	Flood	Selected
Policy 2:	Public or Legal Liability	\$20,000,000
Policy 3:	Voluntary Workers	\$200,000 / \$2,000
Policy 4:	Workers Compensation	Not Selected
Policy 5:	Fidelity Guarantee	\$100,000
Policy 6:	Office Bearers Liability	\$1,000,000
Policy 7:	Machinery Breakdown	\$100,000
	Loss of Rent/Temp Accommodation(20%)	\$20,000
Policy 8:	Catastrophe Insurance	\$3,075,000
	Extended Cover - Rent / Temporary Accommodation(15%)	\$461,250
	Escalation in Cost of Temporary Accommodation (5%)	\$153,750
	Cost of Storage and Evacuation (5%)	\$153,750
Policy 9:	Government Audit Costs	\$25,000
	Appeal Expenses - Common property health & safety breaches	\$100,000
	Legal Defence Expenses	\$50,000
Policy 10:	Lot Owners Fixtures and Improvements limit (per lot)	\$250,000

EXCESS:

Policy 1:	\$ 500	each & every Building and Common Contents claim
	\$ 500	each & every Flood claim
	\$ 500	each & every Earthquake claim
Policy 7:	\$1,000	each & every Machinery Breakdown claim
Policy 9:	\$1,000	each & every Legal Defence Claim

Schedule of Insurance

Page 3 of 3

Class of Policy: Residential Strata Insurance
The Insured: The Owners - Strata Plan No 87488

Policy No: HU0045380
Invoice No: 58918
Our Ref: SP 87488

Note

Any change in occupation or relevant material facts must be advised in writing to our office.

This coverage summary has been prepared for general reference only. Nothing obtained herein prevails over the terms and conditions and exclusions of the policy.

Cancellation Clause

If a cover is cancelled before the expiry of the period of Insurance, we will refund to you only the net return premium which we received from the Insurer. We will not refund any part of the brokerage/commission we receive for arranging the cover.

General Advice Warning

We have provided you with general advice and not personal advice about this policy. In doing so we have not taken into consideration your personal circumstances, specific objectives, financial situation or needs. You should therefore immediately review the advice together with your policy documentation to determine if they are appropriate for your personal circumstances and requirements.

e.& o.e. This invoice/memorandum is prepared as a summary of the insurance policy. It is not a complete description of all the policy's terms, conditions and/or exclusions. In determining a claim, the provisions of the policy will prevail.

Premium Comparison

	Last year premium	Current year premium
Premium (Including UW levy)	\$14,007.26	\$18,121.47
Emergency services levy	\$1,857.46	\$2,700.93
GST	\$1,586.48	\$2,082.24
Stamp duty	\$1,521.12	\$2,051.01
Broker fee	\$2,176.65	\$2,522.34
Fee GST	\$217.67	\$252.23
Total Premium	\$21,366.64	\$27,730.22

The income payable to your strata manager for the placement of this insurance product is \$3,152.88 (excl GST), in accordance with your strata management agreement.

BOX 47V
(AQ206659)



NEW SOUTH WALES

CERTIFICATE OF TITLE

REAL PROPERTY ACT, 1900



TORRENS TITLE REFERENCE

CP/SP87488

EDITION

4

DATE OF ISSUE

30/6/2020

CERTIFICATE AUTHENTICATION CODE

NLY2-YC-WGD4

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

REGISTRAR GENERAL



LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 87488
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT NORTH WILLOUGHBY.

LOCAL GOVERNMENT AREA: WILLOUGHBY.

PARISH OF WILLOUGHBY COUNTY OF CUMBERLAND

TITLE DIAGRAM: SP87488

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 87488

ADDRESS FOR SERVICE OF NOTICES:

260 PENSHURST STREET

WILLOUGHBY 2068

SECOND SCHEDULE

1. RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
2. AH304564 EASEMENT FOR ELECTRICITY AND OTHER PURPOSES AFFECTING
THE PART DESIGNATED (E) IN PLAN WITH AH304564
3. AH304567 POSITIVE COVENANT
4. AH304568 RESTRICTION(S) ON THE USE OF LAND
5. AP107438 INITIAL PERIOD EXPIRED
6. AQ206659 CONSOLIDATION OF REGISTERED BY-LAWS

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 10000)

STRATA PLAN 87488

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	- 286	2	- 303	3	- 211	4	- 273
5	- 285	6	- 198	7	- 220	8	- 218
9	- 213	10	- 207	11	- 211	12	- 204
13	- 197	14	- 198	15	- 193	16	- 206
17	- 195	18	- 207	19	- 213	20	- 237
21	- 312	22	- 303	23	- 219	24	- 211
25	- 215	26	- 284	27	- 206	28	- 207
29	- 220	30	- 281	31	- 215	32	- 212
33	- 215	34	- 307	35	- 216	36	- 207
37	- 207	38	- 358	39	- 209	40	- 211
41	- 215	42	- 241	43	- 252	44	- 2

**** END OF CERTIFICATE ****

ANY ATTEMPT TO ALTER THIS CERTIFICATE COULD RESULT IN HEAVY FINES OR IMPRISONMENT (S.141 REAL PROPERTY ACT).

SP87488 – 260 Penshurst St, Willoughby NSW 2068

Building works and Improvements – Committee update July 2020

The significant program of works as specified by Bellmont Engineering was completed by RBS builders at end 2018 – certification certificates and warranty insurances are held on file with Strata and the Project Manager. In addition to specified works, capping was installed on all parapet walls across the buildings.

Subsequent to these works the Owners Committee, in conjunction with the external Project Manager, have sought to make additional improvements to the building and to rectify remaining identified water ingress.

Over the last 12 months:

- Water feature replaced with new planter boxes on both sides at the main entrance. Gardens replanted and wall rendered.
- Rooftop solar panels reinstated.
- Entrance gardens in southern blocks replanted and improved.
- Areas near turntable pebbled and planted.
- Ingress at rear main entry resolved and carpets in northern block rear and front entrances replaced with tiles.
- Installation of downpipe at northern end of north block.
- Car park ventilation system reconfigured.
- Two new pumps installed.
- Courtyard balcony to Unit 12A replaced and walls re-rendered. Adjoining part of Unit 12 balcony wall resealed to prevent ingress.
- Installation of new membrane in Upper planter boxes in the southern building.
- Northern roof works including replacement of damaged membrane, upgrade of air conditioner wiring and installation of walkway for trades.

Works in-progress

- Rear pebble roof balconies to units 29, 39 and 43
- Replacement of corroded fan housing (chimney stack) on southern block
- Installation of roof gutter on the southern block
- Units 9 and 17 windows; installation of release and capture system
- Cleaning/re-laying/re-stretching of carpet in northern block

Works scheduled in the forward Capital works plan

- Remainder of the external façade painting
- Internal painting of common areas
- Re-tiling of the main entrance pathway
- Render work on courtyard walls on the Eastern side

There remain a few items that require monitoring, further investigation, or repair. These will be addressed once the WIP is completed.

12 July 2020

Building works Sub-Committee

Technical Specification authorised
for issue by
Dusko Mirilovic

Date: 24 April 2017

On behalf of

BELLMONT FAÇADE ENGINEERING

ACN 099 050 932

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1 TECHNICAL SPECIFICATION

1.1 Site Description

The subject property is located at 260 Penshurst Street, Willoughby – refer to location map below.

Bellmont Façade Engineering was initially engaged to undertake a defect inspection of the subject property.

Based on the investigation, this technical specification has been prepared to address the waterproofing works that are required to units listed above.



Figure 1 - Location Map – 260 Penshurst Street, Willoughby

1.2 The Works

This technical specification outlined the required remedial repairs that are required to Units 30, 25, 33, 10, 18, 24, 17 and 39 following the investigation works that have previously been undertaken.

The scope of work shall include the supply and installation of all materials, equipment, fees, and protection requirements required to satisfactorily complete the works.

The scope of work referred to within this technical specification includes:

Item A: Unit 30 Balcony Waterproofing Works

Item B: Unit 25 and 33 Sealant Replacement

Item C: Unit 10 and 18 Planter Box Waterproofing Works

Item D: Unit 24 Façade Coating

Item E: Unit 17 Window Replacement

Item F: Unit 39 Sliding Door Works

Item G: Strip Drain Installation

Item H: Unit 18 & 20 Pebbled Garden Waterproofing

1.3 Compliance with Local Authority and Codes

The contract shall be carried out in compliance with the relevant Local Authority, Australian Standards, WorkCover and the National Construction Code. The Contractor shall have the supporting documentation to prove compliance to the Client when requested to do so.

All glazing materials shall comply with the BCA and the relevant Australian Standards (AS1288, AS2047, AS1170.2 and other referenced documents).

1.4 Materials and Workmanship

1.4.1 Materials Order, Delivery & Storage

The contractor shall place orders for materials, supplies, etc as soon as practicable after signing the contract in order to ensure suppliers guarantee delivery at scheduled times.

Where ordering of materials is dependent upon a decision of the Principal, notify the Principal fourteen working days prior to the latest date at which a decision can be given without delaying the works.

All materials shall be new, undamaged and of approved quality – fit for purpose.

Materials shall be stored in a dry place in a manner to prevent any form of damage. Containers which are damaged or open at time of delivery will be rejected by the Superintendent.

1.4.2 Proprietary Systems and Brands

Where proprietary brands of materials are used, they shall be used in accordance with the manufacturer's written instructions and not cut or altered on site.

Where the application procedures, as provided by the manufacturer differ from the Technical Specification, then the full details of the system including the technical data sheets and safety data sheets for all materials shall be presented with the Tender for evaluation and approval.

1.4.3 Workmanship

Substandard workmanship will not be accepted by the Principal. Where the Superintendent advises the Contractor of substandard workmanship, the Contractor shall repair the works at no additional cost to the Principal.

1.5 QA Requirements

The following QA requirements will be enforced by Bellmont on the technical aspects of this project:

- Multiple inspection of the waterproofing and tiling works
- Multiple inspections of render repair works
- Multiple inspections of the façade coating works
- Multiple inspections of unit 10 and 18 planter box waterproofing works
- Multiple inspections of unit 17 window replacement works
- Multiple inspection of unit 39 sliding door works
- Multiple inspection of strip drain installation
- Multiple inspection of unit 18 & 20 pebbled garden waterproofing
- Multiple inspections of the over-flashing works and joint sealant application
- Final inspection and completion

The contractor shall provide the Superintendent with 3 days notice of the requirement for an inspection. The Superintendent shall undertake inspections of the works in progress on a twice weekly basis, though the frequency is likely to vary dependant on the works being undertaken.

1.6 Warranty

All statutory warranty requirements shall be met for residential building works.

2 TECHNICAL SPECIFICATION

2.1 Item A: Unit 8 and 30 Balcony Waterproofing Works

2.1.1 Area of Works

This work refers to Unit 8 and Unit 30 eastern top balcony. A ten year warranty shall be provided for the works.

The membrane system too be used will be dependent on the overall thickness of the screed allowable to be used.

Sliding door

The contractor shall reuse the existing sliding door on the eastern elevation allowing to install internal angle leg to raise the membrane up and provide a waterproof seal. Internal skirting shall be provided and detailed.

Waterproofing

Allow to remove section of the FC wall sheets (or other materials) to provide suitable membrane termination detail around the perimeter of the balcony. Apply new waterproof membrane in accordance with the manufacturer's recommendations. The termination of membrane shall be undertaken underneath existing flashings, sliding doors hobs, perimeter termination, turnup and turndown into waste/s as per the manufacturer's specifications and in accordance with AS4654.2.

Where the tile edge is exposed, the contractor shall include the cost to supply and install an aluminium angle trim.

Tiling Works

Supply and lay new tiles with falls to existing outlets. Skirting tiles shall be provided along the newly constructed hob and at perimeter walls. An allowance for the supply of new tiles at the rate of **\$40/m² + GST** (including margin) shall be made by the Contractor within their tendered sum.

Intermediate and Perimeter Joints

The newly created joints through the tiles shall be detailed with a backing rod and primed. On completion, a new polyurethane sealant shall be neatly applied using a caulking gun and tooled off with a spatula and detergent spray.

Internal make-good works

Upon completion of the waterproof works, the internal wall shall be allowed to dry. The contractor shall undertake internal make-good to the wall that was open for a visual inspection and also around the sliding door frame. The contractor shall allow for temporary protection for the duration of the internal make-good.

Façade Coating

Multiple coats of waterproof façade coatings shall be applied on the balcony balustrade, parapet, and façade walls in the area of unit 8 and 30. Reffer to Item D – Façade Coating

The contractor shall allow in his price to cap the parapet within the working area.

The contractor shall undertake his own site measurements for all quantities and not rely on any other estimates of quantities. Each individual unit occupier is responsible for the removal and reinstatement of any personal belongings from the terraces.

2.1.2 Materials

Waterproofing System

Screed	thin bed LQ92 or approved cementitious compound
Adhesive	WA 98
Bitumen fibre backed base sheet	WPM 116
1 st layer	WPM 150 3mm bituminous sheet over fleece backed base sheet
2 nd Layer	WPM 185 4.5kg mineral cap / top sheet, to provide UV stable and maintenance traffic-able surface

Liquid membrane layer over screed to avoid efflorescence occurring

Tiles

Tiles	To be selected by Owners Corporation and be consistent throughout the entire project - R10 (or greater) NON SLIP rating.
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Adhesive	Ardex 77 flexible wall and tile adhesive
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Sealant	One part, neutral curing elastomeric modified polyurethane. Suitable materials supplied by Parchem (such as Emerseal MS) shall be acceptable materials for use.
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Façade coating

Primer	Ardex WPM270 (or equivalent Emerseal Clear)
--------	---

Protective Coating	Ardex WPM310 (or Emerclad)
--------------------	----------------------------

All horizontal surfaces exposed to UV – where water may stand, will require a minimum 4 coats reinforced with polyester bandage.

2.1.3 Procedures

Removal

Demolish and remove from site the existing tiles, screeds, membranes. Grind surfaces back to clean imperfection free substrate.

Screed

Substrate Preparation

Concrete should be clean, sound and free from all contaminating materials, e.g. paint, wax, curing compounds and oil. New concrete should be at least 4 weeks old. Remove laitance by mechanical means, followed by vacuuming to ensure removal of all loose particles. On ground concrete slabs must be protected against rising damp. For example a plastic sheet below the concrete, or a moisture barrier such as ARDEX WPM300 onto concrete substrate with sand broadcast over the second coat is required. Prime the prepared concrete surface

with ARDEX Multiprime using a brush or soft broom. Allow primer to touch dry prior to application of the levelling compound. If the substrate is extremely porous, 2 coats of primer may be required to prevent the formation of bubbles or pinholes in the ARDEX LQ 92. Allow the first coat of primer to dry prior to the application of the second coat.

Membrane Installation

Before priming all 90° corners must be chamfered. Inside corners must be chamfered by the placing of a 50mm x 50mm fillet bead of cementitious mortar. A cement based fillet must be allowed to fully dry before priming.

To the previously prepared and dry surface, apply the recommended bituminous primer WPM 240 Bitumen Primer.

Adhesive – WA 98

PREPARATION: Surfaces to be bonded must be thoroughly clean and dry, for optimum results they should be pre-wiped with ARDEX WA98S solvent. Stir adhesive thoroughly before use. On porous surfaces a second coat of adhesive may be necessary.

APPLICATION: Use a brush, roller, air driven or airless spray equipment. Apply a thin, even layer of adhesive to both surfaces; brushing in short, quick strokes. Ensure that the spray pattern atomisation is pinhead size. Between 15-60 minutes, the solvent should have evaporated and the adhesive should be 'tacky' enough to bond the surfaces together. A useful indication is to touch the surfaces (all over) with a clean finger: if they are 'sticky' to the touch, without transferring to your finger, they are ready to bond together. It is imperative that no solvent is trapped between the bond. Position components accurately, as when contact is made, the bond will be immediate. Apply maximum overall instant pressure, taking care to expel any air bubbles, to ensure a complete bond. Use of a hand pressure roller, e.g. a vinyl-flooring roller, provides good direct pressure. A dry adhesive surface may be reactivated by wiping over with ARDEX WA98S solvent. An alternative method is heat reactivation to 80°C. In this case, care must be taken to ensure that all solvent has evaporated before heating.

1st layer -- WPM 116 – Bitumen fibre backed base sheet

INSTALLATION

The application of ARDEX WPM 116 should be carried out by an accredited applicator. Installation shall be strictly in accordance with the manufacturer's recommendations. All surfaces to which the ARDEX Shelterbit systems are installed must be properly prepared prior to installation. All surfaces must be clean, dry, smooth, and free of sharp edges, fines, loose or foreign materials, oil, grease and other materials which may damage the membrane. New concrete must be cured a minimum of 28 days prior to the installation. ARDEX WPM 116 (Shelterbit Fibre Back Base Sheet) may be laid on suitably prepared substrates via two methods:

1. Mechanically fixed
2. Fully adhered

Mechanically fixed system – this method of installation is generally used over existing membranes, or heat sensitive substrates, such as plywood. Loose lay ARDEX WPM 116 (Shelterbit Fibre Back Base Sheet) and mechanically fix each sheet in the centre line of the sheet at intervals of not greater than 1 metre within the body of the membrane and at 500mm around the perimeter. The type/dimension of the mechanical fixing and frequency shall be as nominated by the engineer such as to be sufficient to hold under the most extreme wind lift forces likely to be experienced. Using an LPG gas torch, fuse the laps of the ARDEX WPM 116 (Shelterbit Fibre Back Base Sheet) to form a continuous membrane layer.

Fully adhered system – apply ARDEX WPM 245 (Shelterbit Fibre Back Adhesive) to all substrate surfaces using a V-notched trowel or roller at a coverage rate of 1.6 square metres per litre. Allow the adhesive to become tacky, not less than 5 minutes nor more than 20 minutes, prior to laying the ARDEX WPM 116 (Shelterbit Fibre Back Base Sheet). Lay ARDEX WPM 116 (Shelterbit Fibre Back Base Sheet) onto the applied adhesive and roll firmly, particularly around sheet edges, to achieve a sound bond. Sheet laps are to be heat torch fused.

2nd layer – WPM 150 – 3mm bituminous sheet over fleece backed base sheet

Apply to all surfaces one coat of ARDEX WPM 240 Bituminous Primer at a coverage rate of 5 square metres per litre and allow to dry thoroughly. Note: when used as an intermediate layer over a base sheet, primer is not required. A layer of ARDEX WPM 150 (Shelterbit Membrane) shall be installed over all surfaces to be treated by LPG torch application techniques by an ARDEX accredited applicator. The ARDEX WPM 150 (Shelterbit Membrane) must be fully bonded with side laps of 7.5cm and end laps of 10cm. The membrane must be detailed in accordance with ARDEX recommendations. Overlaps shall be sealed by torch.

2.2 Item B: Unit 25 and 33 Joint Sealant Replacement

2.2.1 Area of works

New horizontal sealant shall be installed along the unit 25 and 33 western elevation windows and FC cladding interface. (shown in the photo below)

Existing sealants are to be completely removed, the surface cleaned and primed and ready to accept a new suitable sealant.

Multiple coats of waterproof façade coatings shall be applied on the FC cladding awning area.



Figure 2 – Unit 25 & 33 FC cladding and window interface

2.2.2 Material

Joint Sealant	One part neutral curing modified silicone joint sealant such as Ardex RA 040 or equivalent to Emer-Seal MS
Façade Coating	Refer to item D – Façade Coating

2.2.3 Procedure

Sealant replacement

The old sealant shall be removed, the surface must be cleaned of all dirt, loose material and foreign matter prior to priming, once completed the new sealant shall be installed.

2.3 Item C: Unit 10 and 18 Planter Box Waterproofing Works

2.3.1 Area of works

Unit 10 and 18 planter box (above unit 19) shall be temporarily removed and store for reuse. The contractor shall allow to replace the existing waterproof system prior to reinstatement of the soil mix and plants.



Figure 3 – Unit 10 & 18 planter box

The existing drainage/waterproofing system (geotextile fabric wrapping, drainage cells and waterproof membrane) shall be removed and disposed of to expose the substrate. The planter box are to be waterproofed with root repell system.

Apply the waterproofing membrane in accordance with the manufacturer's recommendation. The termination of the membrane shall be turnup into as per the manufacture's specifications and in accordance with AS 4654.2.

Upon completion of the planter box waterproofing works, a new drainage system is to be installed (geotextile fabric wrapping, drainage cells) and then the soil plants shall be reinstated.

The contractor shall undertake a flood test to determinate the performance of the newly installed membrane system.



Figure 4 – Unit 18 render repair and façade coating required

Render repairs

Render repairs shall be undertaken to specified area of render cracking and delamination on the plater box walls.

The locations of repairs will be identified by Bellmont as the roof works proceed together with the quantity of repair. Where additional repairs are identified, these shall be brought to the attention of Bellmont for inspection prior to the Contractor undertaking the works.

Façade Coating

Multiple coats of waterproof façade coatings shall be applied on the internal and external planter box wall.

Please refer Item D – Façade Coating

2.3.2 Material

Planter box waterproofing/drainage system

Waterproof Membrane Membrane	ARDEX REPELL TM - Weldable Waterproofing
------------------------------	--

Soil and plants	Reuse the existing
-----------------	--------------------

Render Repairs	Acrylic render shall be acceptable which can be applied up to 30mm thicknesses in multiple applications.
-----------------------	--

Façade Coating Primer	Ardex WPM270 (or equivalent Emerseal Clear)
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Protective Coating	Ardex WPM310 (or Emerclad)
--------------------	----------------------------

All horizontal surfaces exposed to UV – where water may stand, will require a minimum 4 coats reinforced with polyester bandage.

2.3.3 Procedures

Membrane Removal, Preparation & Installation

Completely remove all grass, soils and plants in planter boxes.

General

All surfaces shall be prepared and the membrane applied strictly in accordance with the current manufacturer technical data sheet. All work shall be carried out by a pre-qualified contractor, who is well trained in the application of the specific, documented, membrane system. All materials used in conjunction with the new membrane system, shall be approved by the membrane manufacturer.

Surface Preparation

All surfaces to which the new membrane is to be applied, shall be smooth, clean, dry, and free from irregularities. Sand / cement fillets, polymer modified, shall be installed at all change in direction of substrate locations (e.g. from horizontal to vertical). With sheet membranes all internal and external corners shall be double detailed in accordance with the manufacturer's recommendations. All substrate cracks and surface imperfections are to be filled, sealed and dry prior to membrane application.

Installation

Roll out ARDEX REPELL™ and cut to the measured length. Smooth ARDEX REPELL™ on contact to minimise air entrapment beneath the membrane. Floor sheets of ARDEX REPELL™ must extend up the wall at least 150mm. Make sure the ARDEX REPELL™ is laid tightly into all corners. Wall sheets of ARDEX REPELL™ should overlap the 150mm upstand. Weld seams and laps with the Leister Triac S Hot Air Gun. Roll with a rubber roller to ensure seams and laps are secure.

Protection

ARDEX REPELL™ is not suitable as a trafficable surface. It is the responsibility of the main building contractor to ensure all sub-trades likely to be working in the vicinity of the membrane are aware that a waterproofing membrane has been installed and all care must be taken to protect the membrane from damage. The tiler must lay tiles in accordance with best practice guidelines.

2.4 Item D: Façade Coating & Capping

2.4.1 Area of works

Multiple coats of waterproof façade coating shall be applied on unit 24 external lounge/kitchen wall.

Furthermore, the multiple coats of the waterproof façade coating shall be applied on to all stage 2 façade render areas **from ground level to over the roof parapet level** (to the parapet back edge). Please refer to Figure 5 – Stage 2 Waterproofing façade coating schedule.(including the stairwells on north and south elevation)

The contractor shall install the capping along the roof level parapets show in red refer to Figure 5 – Stage 2.

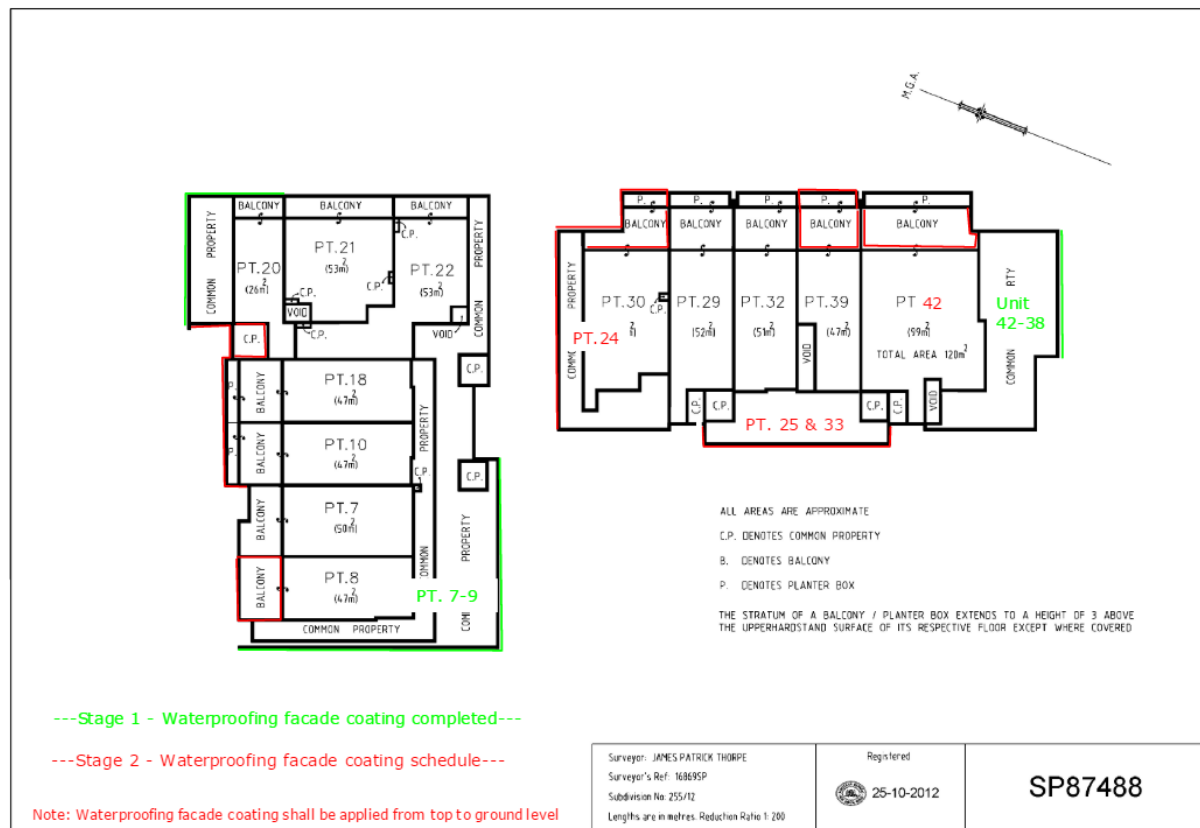


Figure 5 – Stage 1 & 2 Façade Coating

2.4.2 Material

Façade Coating

Primer Ardex WPM270 (or equivalent Emerseal Clear)

Protective Coating Ardex WPM310 (or Emerclad)

Flashings Material ColorBond Ultra by Blue Scope Steel

Silicone Sealant Sika or approved alternative

All horizontal surfaces exposed to UV – where water may stand, will require a minimum 4 coats reinforced with polyester bandage.

2.4.3 Procedures

All surfaces to which the protective coating will be applied will require to be pressure washed and allowed to dry prior to being primed and coated

Ardex WPM270/310 – Block/brick walls, render bands, existing and new cladding.

Surface preparation

All surfaces to which the protective waterproof coating will be applied to will require being water pressure washed, must be clean, dry and free of any major defects or contaminants. All surfaces shall be sound, clean and free from oil, grease, corrosion deposits and other deleterious substances.

New repair areas should be left to fully cure prior to the coating process commencing.

Priming

The surface to be coated should be dry, clean, sound and free from oil, grease and flaking paint. Apply with brush, long nap roller or conventional spray at a coverage rate of 6m²/litre. Ensure that the coating is applied evenly at the recommended coverage rates. Allow a drying time of at least one hour.

Coating

Apply using a nap or textured roller. Apply the coating in two coats ensuring a uniform coverage is achieved at an approximate wet film thickness of 0.3mm per coat to achieve an overall dry film thickness of 0.3mm. Allow the first coat to become hard dry before applying the second coat.

Cap Flashing

Cap flashings shall be installed on all top - horizontal surfaces of the parapets (marked in red –refer to Figure 5). The flashing profile shall be similar to the one pictured below and feature 100mm downward legs with drip edges on all sides. The flashing colour is to be white and a sample must be submitted to Bellmont prior to ordering.

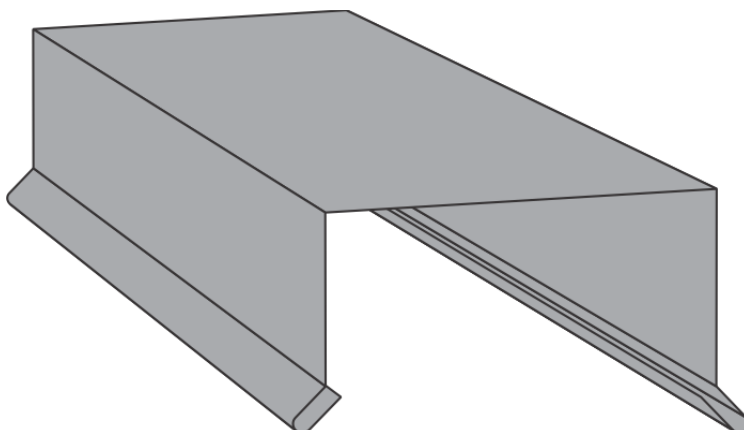


Figure 6:

Required cap-flashing profile.

2.5 Item E: Unit 17 Window Replacement

2.5.1 Area of works

There are two window at unit 17 on east and south elevation which require replacement with new aluminium frame windows. (Please refer to figure 5&6 below)



Figure 7 & 8 Windows to be replaced

Replacement of windows shall include all ancillary items such as window sealants, storm moulds internal architraves, sills, reveals and new flashings.

The window perimeter is to be made good internally (with setting and painting) and external (render and waterproofing coating).

The Contractor shall undertake his own site measurements for all quantities and should not rely on any other estimates of quantities. Contractor shall prepare his own window schedule to provide windows to fit into the existing opening sizes.

2.5.2 Materials

Black powder coated aluminium window shall be installed to match the existing.

2.5.3 Procedures

Specified windows are to be removed and disposed of. Damage to external and internal finishes of the building are to be rectified by the Contractor. The contractor is to allow for the replacement of damaged render, setting, façade finishes, brickwork around window openings.

Prior to any work being undertaken, the contractor shall inspect each window internally to determine whether any obstructions/fixtures or fittings will obstruct the works, and notify the superintendent of such.

Upon removing the existing windows from the window openings the contractor is to make good any existing voids (excluding the cavity) or imperfections within the brickwork within the openings sills, vertical faces or soffits.

Installation of window flashings shall be undertaken in conjunction with this section of works. The Contractor shall allow installing head and sill flashings to each window opening.

Any damage created by the removal and subsequent replacement of windows is to be rectified prior to coating works. Removal of architraves and internal window reveals will be required. The contractor is to allow for the replacement of these.

1. Glazing units shall be delivered to site framed and wrapped in protective material and ready for installation.
2. The Contractor shall ensure that drainage holes are not blocked with debris.
3. Setting blocks shall be positioned at quarter points within the frame.
4. The frame member of the assembled unit shall not deflect more than Span/180 at the appropriate permissible stress design load.
5. Ensure sufficient allowance for general building horizontal and vertical movements.
6. The windows shall be installed so that the frames are plumb, level, straight and true within acceptable building tolerances; are adequately fixed to the building structure; and will not carry any building loads.
7. Where required, packing with acceptable compatible non-corrosive materials shall not exceed 15mm in depth.
8. Use only sealants compatible with all surrounding substrates and fit for purpose.
9. Sill flashings shall also require installation as a part of these works.
10. No footholds are to be built into the window system as per current BCA requirements D2.16 (g). *‘.....any horizontal elements within the barrier between 150mm and 760mm above the floor must not facilitate climbing’.*

2.6 Item F: Unit 39 Sliding Door Works

The contractor shall allow for sliding doors (eastern elevation) to be temporarily removed to allow installation of the new horizontal sill flashing. Once completed the sliding doors shall be put back with head and vertical storm angles to be resealed.

Contractor is to allow for internal and external make good.



Figure 9 – Unit 39 sliding door

2.7 Item G: Strip Drain Installation

The new strip drain shall be installed along the fire stairs landing on the north and south building elevation. (Please refer to the Figure 10)

Prior to structural slab saw cutting, the contractor shall determinate the reinforcement depth by scanning the proposed drainage strip location.

Once the reinforcement location determined, the concrete slab shall be saw cut at two locations (indicated in red – refer to figure 10) and concrete removed to allow installation of the new strip drain.

The new strip drain shall be drained to the nearest existing drainage outlet.

The strip drain is to be covered by the stainless steel grid to allow safe landing.

Once stairwell strip drains installation completed (north and south elevation), Dintel rendered walls shall be coated and parapets capped.



Figure 10 – Fire stair drainage

2.8 Item H: Unit 18 & 20 - Pebbled Garden Waterproofing

2.8.1 Area of works

Pebbled Garden Waterproofing

The pebble ballast on the Unit 18 and 20 garden area shall be temporarily removed and stored for reuse.



Figure 11 – Unit 18 & 20 –Pebbled garden area

Apply new waterproof membrane in accordance with the manufacturer's recommendations. The termination of membrane shall be undertaken underneath existing flashings, sliding doors hobs, perimeter termination, turnup and turndown into waste/s as per the manufacturer's specifications and in accordance with AS4654.2.

Where the tile edge is exposed, the contractor shall include the cost to supply and install an aluminium angle trim.

Façade Coating and cupping refer to Item D – Façade Coating and Capping

The contractor shall undertake his own site measurements for all quantities and not rely on any other estimates of quantities. Each individual unit occupier is responsible for the removal and reinstatement of any personal belongings from the terraces.

2.8.2 Materials

Waterproofing System

Screed	thin bed LQ92 or approved cementitious compound (if required)
Adhesive	WA 98

Bitumen fibre backed base sheet	WPM 116
1 st layer	WPM 150 3mm bituminous sheet over fleece backed base sheet
2 nd Layer	WPM 185 4.5kg mineral cap / top sheet, to provide UV stable and maintenance traffic-able surface
3 rd layer	WPM 185 – Mineral

Façade coating

Primer	Ardex WPM270 (or equivalent Emerseal Clear)
Protective Coating	Ardex WPM310 (or Emerclad)

2.8.3 Procedures*Substrate Preparation*

Concrete should be clean, sound and free from all contaminating materials, e.g. paint, wax, curing compounds and oil. New concrete should be at least 4 weeks old. Remove laitance by mechanical means, followed by vacuuming to ensure removal of all loose particles. On ground concrete slabs must be protected against rising damp. For example a plastic sheet below the concrete, or a moisture barrier such as ARDEX WPM300 onto concrete substrate with sand broadcast over the second coat is required. Prime the prepared concrete surface with ARDEX Multiprime using a brush or soft broom. Allow primer to touch dry prior to application of the levelling compound. If the substrate is extremely porous, 2 coats of primer may be required to prevent the formation of bubbles or pinholes in the ARDEX LQ 92. Allow the first coat of primer to dry prior to the application of the second coat.

Membrane Installation

Before priming all 90° corners must be chamfered. Inside corners must be chamfered by the placing of a 50mm x 50mm fillet bead of cementitious mortar. A cement based fillet must be allowed to fully dry before priming.

To the previously prepared and dry surface, apply the recommended bituminous primer WPM 240 Bitumen Primer.
Adhesive – WA 98

PREPARATION: Surfaces to be bonded must be thoroughly clean and dry, for optimum results they should be pre-wiped with ARDEX WA98S solvent. Stir adhesive thoroughly before use. On porous surfaces a second coat of adhesive may be necessary.

APPLICATION: Use a brush, roller, air driven or airless spray equipment. Apply a thin, even layer of adhesive to both surfaces; brushing in short, quick strokes. Ensure that the spray pattern atomisation is pinhead size. Between 15-60 minutes, the solvent should have evaporated and the adhesive should be 'tacky' enough to bond the surfaces together. A useful indication is to touch the surfaces (all over) with a clean finger: if they are 'sticky' to the touch, without transferring to your finger, they are ready to bond together. It is imperative that no solvent is trapped between the bond. Position components accurately, as when contact is made, the bond will be immediate. Apply maximum overall instant pressure, taking care to expel any air bubbles, to ensure a complete bond. Use of a hand pressure roller, e.g. a vinyl-flooring roller, provides good direct pressure. A dry adhesive surface may be reactivated by

wiping over with ARDEX WA98S solvent. An alternative method is heat reactivation to 80°C. In this case, care must be taken to ensure that all solvent has evaporated before heating.

1st layer — WPM 116 – Bitumen fibre backed base sheet

INSTALLATION

The application of ARDEX WPM 116 should be carried out by an accredited applicator. Installation shall be strictly in accordance with the manufacturer's recommendations. All surfaces to which the ARDEX Shelterbit systems are installed must be properly prepared prior to installation. All surfaces must be clean, dry, smooth, and free of sharp edges, fines, loose or foreign materials, oil, grease and other materials which may damage the membrane. New concrete must be cured a minimum of 28 days prior to the installation. ARDEX WPM 116 (Shelterbit Fibre Back Base Sheet) may be laid on suitably prepared substrates via two methods:

1. Mechanically fixed
2. Fully adhered

Mechanically fixed system – this method of installation is generally used over existing membranes, or heat sensitive substrates, such as plywood. Loose lay ARDEX WPM 116 (Shelterbit Fibre Back Base Sheet) and mechanically fix each sheet in the centre line of the sheet at intervals of not greater than 1 metre within the body of the membrane and at 500mm around the perimeter. The type/dimension of the mechanical fixing and frequency shall be as nominated by the engineer such as to be sufficient to hold under the most extreme wind lift forces likely to be experienced. Using an LPG gas torch, fuse the laps of the ARDEX WPM 116 (Shelterbit Fibre Back Base Sheet) to form a continuous membrane layer.

Fully adhered system – apply ARDEX WPM 245 (Shelterbit Fibre Back Adhesive) to all substrate surfaces using a V-notched trowel or roller at a coverage rate of 1.6 square metres per litre. Allow the adhesive to become tacky, not less than 5 minutes nor more than 20 minutes, prior to laying the ARDEX WPM 116 (Shelterbit Fibre Back Base Sheet). Lay ARDEX WPM 116 (Shelterbit Fibre Back Base Sheet) onto the applied adhesive and roll firmly, particularly around sheet edges, to achieve a sound bond. Sheet laps are to be heat torch fused.

2nd layer – WPM 150 – 3mm bituminous sheet over fleece backed base sheet

Apply to all surfaces one coat of ARDEX WPM 240 Bituminous Primer at a coverage rate of 5 square metres per litre and allow to dry thoroughly. Note: when used as an intermediate layer over a base sheet, primer is not required. A layer of ARDEX WPM 150 (Shelterbit Membrane) shall be installed over all surfaces to be treated by LPG torch application techniques by an ARDEX accredited applicator. The ARDEX WPM 150 (Shelterbit Membrane) must be fully bonded with side laps of 7.5cm and end laps of 10cm. The membrane must be detailed in accordance with ARDEX recommendations. Overlaps shall be sealed by torch.

3rd layer – WPM 185 – 4.5kg Mineral

Apply the top layer ARDEX WPM185 Mineral in similar manner as the second sheet ensuring the sheet overlaps are staggered in relation to the position of the preceding layers. Once the two layers have been applied, the top edge termination of the membrane shall be secured one of the following –

- ARDEX Pressure Seal mechanically fixed in position

PRICING SCHEDULE

This completed pricing schedule is to be submitted at tender stage together with all requested supporting documentation. Note that where the quantity of works differs to the following provisional quantities, the rates provided will be used to adjust (+ or -) the contract sum.

Item	Provisional Quantity	Unit	Price (\$)	Rate for Extra Over*
Item A: Unit 8 & 30 Balcony Waterproofing Works				
Demolition – Remove and dispose of existing tiles, screed, membrane – all items necessary	All			
Supply and install new membrane, screed and tiles	All			
Surface preparation and application of multiple coats of façade coating and capping to the nominated sections of the Unit 30 façade (including walls, parapet, and balustrade)	All			
Make-good to internal and external finishes	All			
Item B: Unit 25 and 33 Joint Sealant Replacement				
Remove, supply and install and new sealant	All			
Surface preparation and application of multiple coats of façade coating to the nominated sections of unit 25 & 33 fc cladding area	All			
Item C:Unit 10 & 18 Planter Box Waterproofing Works				
Temporary removal, storage and reinstatement of the soil and plants	All			
Installation of new waterproofing system to Unit 10 and 18 planter box	All			
Supply and replace existing geotextile fabric wrapping and drainage cell	All			
Allowance for render repairs	10	sqm		
Surface preparation and application of multiple coats of façade coating to the nominated sections of the unit10 and 18 planter box walls	All			
Item D: Façade Coating & Capping				
Surface preparation and application of multiple coats of façade coating to the nominated sections Unit 24 external Dintel wall (lounge/kitchen)	All			
Surface preparation and application of multiple coats of façade coating to the nominated sections outline in Figure 5 – Stage 2 – façade coating from ground to over the roof parapet level	Price to be included at each item			
Item E: Unit 17 Window Replacement				
Supply & install new powder coated aluminium windows to unit 17	2			
Allowed for internal and external make good	All			

Item F: Unit 39 Sliding Door Works				
Temporary removal of the existing sliding doors	All			
Supply and install new sill sliding door flashing , re-seal vertical and header angles	All			
Item G: Strip Drain Installation				
Prepare the location for drain strip installation (north and south stairs)	2			
Supply and install new strip drain and allow for proper drainage (north and south stairs)	2			
Surface preparation and application of multiple coats of façade coating to the completed stairwell area (north and south)	All			
Item H: Unit 18 & 20 - Pebbled Garden Waterproofing				
Temporary removal storage and reinstatement of pebble	All			
Supply and installation new waterproofing membrane system to unit 18 & 20 pebbled area	All			
Surface preparation and application of multiple coats of façade coating and capping to the nominated sections of the unit 18 & 20 pebbled garden area (from ground to top level)	All			

Overheads				
Site establishment/dis-establishment				
Access costs				
Works Period				
	Sub Total		\$	
	add 10% GST		\$	
	TOTAL Estimate		\$	
Home Warranty Insurance Additional (inclusive of GST)				
Labour Rates for Approved Additional Work (inclusive of GST)				
Labourer		/hr		
Leading Hand		/hr		
Site Supervisor		/hr		
Tradesman		/hr		
Project Manager		/hr		
Access Hire Costs (specify types below):				
Type 1		/unit rate/week		
Type 2		/unit rate/week		
Type 3		/unit rate/week		

4 November 2016

The Owners - Strata Plan No. 87488
260 Penshurst Street
Willoughby
NSW 2068

Dear Owners

**Willoughby Green, 260 Penshurst Street, Willoughby
Advice relating to claims for defects**

We refer to previous correspondence and the documents sent to us by Wade McKenzie of Strata Republic on 12 October 2016.

Advice sought

As set out in our costs agreement dated 28 June 2016, you have instructed us to prepare a formal written advice in respect of the following issues:

- Is there a potential claim against the builder whose company has gone into administration?
- Is there a potential claim against the developer?
- Is there a potential claim against the waterproofing company (as the majority of the defects are related to water penetration from common areas into apartments due to failed waterproofing)?
- Should the Owners Corporation accept a once-off cash contribution offered by the developer towards the rectification of defects and in return sign a deed of settlement and release?
- Would starting repairs on these critical water penetration defects that are impacting individual apartments impact the outcome of any legal action?

We have set out our advice on these issues below and included other options that may be available to you.

Nature of the defects

BellMont Façade Engineering has provided a Structural Building Defect Report in relation to the remedial work required. Of the apartments inspected, there were several reoccurring defects throughout the building, including:

- cracking of the render;
- delamination of tiles;
- water ingress;
- efflorescence; and
- separation of joint interfaces between walls and doors/tiles.

The common property that was inspected had identified issues of water ingress and the building façade had cracked render, water staining and delamination of tiles.

From the site inspection, it was concluded that the water ingress was a result of the failure or absence of waterproofing. The efflorescence was also associated with waterproofing failures. The delaminating tiles and joint sealant allowed dirt and other foreign materials to fill the joints and will likely dislodge over time.

Claims under the Home Building Act generally

Under the *Home Building Act* 1989 (NSW), statutory warranties are implied into all contracts to undertake residential building work. These warranties are intended to protect subsequent owners of the property (including Owners Corporations in respect of common property) against the risk of defective building work. The statutory warranties are structured to allow subsequent owners to bring claims for defective building works against both the developer and the builder of the property.

We have not been provided with a copy of the original building contract for the works. However, based on the dates the works were approved and completed (in particular the interim occupation certificate dated 2 November 2012), it appears highly likely that the contract would have been entered into prior to 1 February 2012. On this basis claims for defects can be brought up to 7 years after the works were complete, meaning that any claims appear to be well within time.

There is also a statutory insurance scheme that supports the statutory warranties. However, it does not apply to multi-storey developments, being developments of more than three storeys. We understand that your property is four storeys, so no home warranty insurance would have been taken out.

Claims against the builder - ZS Constructions (NSW) Pty Ltd

The most logical respondent to any claim is the original builder. However, in this case the builder, ZS Constructions (NSW) Pty Ltd, is in liquidation.

From a commercial perspective, this means that the company is unlikely to have any assets to meet claims. In any event, a claim would be made by lodging a proof of debt in the winding up of the company. It is then a matter of whether there are any assets available for a distribution to creditors, but the searches we have undertaken suggest that this is highly unlikely.

Advice: It would be futile to pursue any cause of action against this company, although a proof of debt should be lodged in the winding up for completeness.

Claims against the developer - Property Development Corporation Pty Ltd

The other respondent contemplated by the statutory warranties is the original developer. However, in this case the developer, Property Development Corporation Pty Ltd (**PDC**), has been deregistered.

This does not rule out bringing a claim but that would require reinstating PDC by commencing proceedings in the Supreme Court. This would be costly.

PDC was deregistered on 27 March 2016. It appears that the company was deregistered in full knowledge of the ongoing defects associated with the building. Given that, we could argue that PDC was deregistered even though it had outstanding liabilities pursuant to s.601AA(2)(e) of the *Corporations Act* 2001 (Cth). If ASIC or the court were to conclude that PDC did have outstanding liabilities, then PDC would be reinstated.

However, there is a further commercial risk in adopting this approach as there is no guarantee that PDC has any assets or would be able to pay any claim made against it. In fact, given the deregistration, this appears highly unlikely. If this were the case, PDC could simply go into liquidation following its reinstatement by the court and the owners would then become a creditor of the company (as with any claim against builder).

Advice: Given the high likelihood of the company going into liquidation after reinstatement, we do not recommend pursuing any claims against the developer.

Claims against the waterproofer - Sealaway Waterproofing

As noted above, many of the defects appear to relate to waterproofing issues.

Sealaway Waterproofing issued a waterproofing certificate on 20 September 2012, so we assume that they were relevant subcontractor. On the certificate issued, they have marked areas which they identified and assessed. The basement was not one of those areas.

The statutory warranties do not extend to claims against subcontractors, nor do you have any contractual relationship with the subcontractor. Consequently, any claims would need to be brought on the basis of negligence or misleading and deceptive conduct.

Claims in negligence against residential contractors have now been largely eliminated as a result of recent High Court authority on the issue. Based on the documents we have seen to date, we do not think a claim in negligence would have merit.

A claim for misleading and deceptive conduct is novel, and may require some evidence of active concealment of any issues. On the contrary, we are instructed that the waterproofing subcontractor identified some issues with the design of the works and raised this with the builder and/or developer. Apparently the waterproofer has a letter to this effect, but has declined to provide it at this stage on legal advice.

Advice: Although we do not believe that the prospects of a successful claim against the waterproofer are strong, the issue should be formally raised with the waterproofer. This may lead to the waterproofer disclosing further information, which may assist in claims against other parties.

Claims against the private certifier - Tom Miskovich & Associates

Tom Miskovich & Associates (**TMA**) were engaged as the private certifying authority, which included issuing an occupation certificate upon completion of the works. We have been provided with a copy of the interim occupation certificate, which was issued on 2 November 2012.

It is possible that an occupation certificate should not have been issued in respect of a building if the defects were readily apparent at the time the certificate is issued. In those circumstances, a claim in negligence may lie against the certifier. However, further evidence will be required as to whether any of the defects were apparent when the occupation certificate was issued and whether TMA was (or should have been) on notice of these issues.

Advice: Further evidence as to the state of the property at the time the occupation certificate was issued should be obtained. The waterproofer may be able to assist in this regard.

The proposed one-off cash contribution

On 10 June 2016 the former directors of the developer offered to make a one-off cash contribution of \$45,000 to the cost of rectifying the defects.

It is unusual that the directors of a company would offer a contribution in a situation like this, as there is generally no real basis to bring any claims against them in their personal capacities. Nothing we have seen to date would give rise to any claim against them personally.

Further the proposed deed of release would only release them in their personal capacities, so any other claims (including against their development company) would not be prejudiced.

It is open to the owners to seek a higher settlement amount, but that would result in the current offer of \$45,000 being rejected (and it is possible that this amount would not be re-offered). We should speak with the strata manager as to whether he thinks there is any prospect of negotiating a higher amount before going back to the directors (given the discussions have been via the strata manager to date).

We also recommend approaching the waterproofer before going back to the directors in respect of their settlement offer, in case that gives rise to any information that may form the basis of a claim against the directors.

Advice: Based on the information currently available, we recommend negotiating a settlement with the directors on the best available terms, in circumstances where there appears no realistic prospect of bring a claim against them personally.

Repairing the defects now

We understand that the owners are now ready to have some or all of the defects rectified by a remedial contractor.

Provided that the defects have been documented and reported, in the event that evidence of them is required for any future proceedings, there should be no adverse impact on any legal claims if work is commenced now. The costs of the rectification work would form the basis of any claim.

Advice: The defects can be rectified now, subject to them being satisfactorily recorded before work is undertaken.

Summary

Based on the above, we recommend as follows:

1. although liable under the statutory warranties, we do not see any commercial benefit in pursuing claims against the builder or the developer;
2. despite this, a proof of debt should be lodged in the winding up of the builder;
3. a claim against the waterproofer appears difficult, but the possibility should be formally raised with the waterproofer to see what further information that gives rise to;
4. although a recent claim against a certifier in similar circumstances was successful, claims such as these turn on their particular facts so further evidence should be obtained to determine whether TMA was arguably negligent when issuing the occupation certificate;
5. subject to no new information coming to light, a settlement with the directors in their personal capacities on the best available terms should be pursued; and
6. rectification of the defects can be commenced if the defects have been adequately documented.

Once the Executive Committee has considered this advice, we suggest a meeting or teleconference to discuss the next steps.

If you have any questions in relation to this advice, please let me know.

Yours faithfully
Bradbury Legal



Brendan Hoffman
Principal

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STRUCTURAL BUILDING DEFECT INSPECTION REPORT

PROPERTY – 260 Penshurst Street, Willoughby – STRATA PLAN 87488

REPORT – BUILDING DEFECT REPORT

DATES OF INSPECTION

- 24 October 2014
- 21 November 2015
- 21 January 2016
- 22 January 2016

DATES OF REPORT ISSUE

- 05 November 2015 (Superseded)
- 24 November 2015 (Superseded)
- 09 December 2015 (Superseded)
- 22 January 2015 (Superseded)
- 29 January 2015 (Superseded)
- 10 February 2016 (Superseded)
- 12 February 2016 (Superseded)
- 23 March 2016 (Current)

ATTENDEES -- Jamie Tsapicounis (Bellmont)

Anthony Ngadimin (Bellmont)

SIGNATURE

.....

Key

RHS - Right Hand Side

LHS - Left Hand Side

Limitations

We were not provided any structural detail or architectural drawings pertaining to the subject development for perusal by engineers within our office. This report has not been prepared as a remedial works specification and any quantities within this report is not suitable for tendering purposes.

Bellmont Façade Engineering shall develop a technical specification which will outline the scope of works required for the rectification of defect.