



australia's strata leader

Notice of Annual General Meeting

The Owners of – Strata Plan No. 76171
11-13 OAKS AVENUE, DEE WHY, NSW, 2099

Strata Manager: Cathy Liang

Meeting Date: 15 November 2023

Time: 05:00 PM

Meeting Location: Please click the link below to join the Microsoft teams meeting
https://teams.microsoft.com/L/meetup-join/19%3ameeting_MmYyNzJkMTktMmNkNSooMzU2LWlyOGItZjAyYjM5YjIzNzkz%40thread.v2/0?context=%7b%22Tid%22%3a%222ee41b01-d42a-4861-b5f6-6b2699170934%22%2c%22Oid%22%3a%226439376b-4146-4d18-8918-3773332d4045%22%7d

Meeting ID: 448 943 818 430
Passcode: m4H9Ft



Important Notes

Voting at this meeting is conducted in accordance with the provisions of Regulations 14 and 15 of the *Strata Schemes Management Regulation 2016 (NSW)*, at which meeting a pre-meeting electronic voting may be conducted, and matters will be determined (wholly (motions must not be amended)/partly (motions may be amended)). Owners or their nominees are not required to attend the meeting and may submit a Voting Form forming part of the notice of this meeting. If you are submitting a Voting Form, you must:

- a) vote in accordance with the Instructions contained on the Voting Form; and
- b) submit the Voting Form and Voting Declaration at least 24 hours prior to commencement of the meeting.

Attendance & Meeting Procedures

- Recording of persons in attendance
- Validation and recording of proxies
- Determination of quorum
- Chairperson of the meeting
- Commencement time

Strata Act & Regulation

Reference to a section is reference to a section in the *Strata Schemes Management Act 2015 (NSW)* & reference to a regulation is reference to a regulation in the *Strata Schemes Management Regulation 2016 (NSW)*, unless otherwise stated.

Quorum

Quorum is required to be present to consider and vote on the motion or on the election.

A quorum is present at the meeting immediately following where not less than 25% of persons, or not less than 25% of the aggregate unit entitlement of the strata scheme is represented by the persons, or if there are 2 persons (in a case where there is more than one owner in the strata scheme and the quorum otherwise calculated would be less than 2 persons), entitled to vote being present, either in person or by duly appointed proxy.

If no quorum is present within 30 minutes after the scheduled commencement time for the meeting, the chairperson may either adjourn the meeting for 7 calendar days or declare that the persons present constitute a quorum.

Owners, tenants and proxy holders require registering attendance with the chairperson.

To ensure the meeting proceeds on time, please arrive 10-15 minutes prior to the scheduled commencement time for the meeting to register your attendance.

Chairperson

The elected chairperson of the owners corporation would ordinarily chair this meeting.

Pursuant to delegations of the strata management agency agreement to Bright & Duggan, and with the consent of persons in attendance, it is customary for the managing agent to chair the meeting.

Voting Rights

Each owner has voting rights that may be exercised at a meeting of the owners corporation if the owner or person is shown on the strata roll and, in the case of a corporation, the company nominee is shown on the strata roll.

In the case of co-owners, one of the owners may act as proxy on behalf of the other co-owner or, if no proxy is provided, the owner first named on the strata roll has voting rights.

An owner is not entitled to vote in person or by proxy if they are un-financial at the date of notice of the meeting and unless payment has been received before the meeting of all contributions levied on the owner, and any other amounts recoverable from the owner, in relation to the lot.

Pre-meeting Voting

Owners, proxy holders or company nominees, voting by way of a pre-meeting electronic voting (if applicable) should be aware that the relevant motion may be amended by a further motion at the meeting, after the pre-meeting electronic voting has taken place, and that consequently the pre-meeting vote may have no effect.



Proxies

If an owner with voting rights is unable to attend the meeting, they may appoint a proxy to vote on their behalf.

In the case of joint ownership, all owners must sign the proxy form, and in the case of ownership by a corporation, the company nominee must sign the proxy form.

The proxy form must provide instructions on whether the person appointing the proxy intends for the proxy to be able to vote on all matters and, if not, the matters on which the proxy is permitted to vote on.

Please note that proxies do not remain valid indefinitely.

In the case of a large strata scheme (in excess of 100 lots and excluding parking or utility lots), proxy forms must be provided to the **secretary at least 24 hours prior to commencement time for the meeting**.

All other proxy forms must be provided to the secretary either prior to or at commencement of the meeting.

For the strata schemes with 20 lots or less, a person may hold maximum of 1 proxy.

For the strata schemes with greater than 20 lots, a person may hold proxies to a number that is equal to not more than 5% of the total number of lots in the scheme.

Resolutions

Motions declared for **special resolution** are passed by not more than 25% of the values of votes cast against the resolution.

The value of the vote in respect of a lot is equal to the registered unit entitlements for the lot.

Motions declared for **unanimous resolution** are passed by no vote cast against the resolution.

A motion or election that is not required to be approved by **special resolution** or **unanimous resolution** is passed by a simple majority of votes cast for the resolution, with each person having 1 vote for each lot in respect of which the person is entitled to vote.

Constitution of the Strata Committee

Section 29

1. An owners corporation must appoint a strata committee of the owners corporation in accordance with this Act.
2. The owners corporation may appoint the strata committee before the first annual general meeting of the owners corporation.
3. The members of the strata committee must be elected at the first annual general meeting of the owners corporation whether or not members were appointed before that meeting.
4. If there is no strata committee of an owners corporation, the strata scheme must be administered by the owners corporation, but nothing in this subsection prevents a strata managing agent appointed under this Act from exercising any functions conferred on the agent.



Section 30

1. The strata committee of an owners corporation is to consist of the number of persons determined by the owners corporation (not being more than 9).
2. The strata committee of a large strata scheme must consist of at least 3 members.
3. A strata committee for a strata scheme comprising 2 lots is to consist of the following persons:
 - a) the owner of each lot who is a sole owner or the company nominee of a lot if the sole owner is a corporation,
 - b) for each lot that is owned by co-owners, the co-owner nominated by the other co-owners or (if the co-owner nominated is a corporation) the company nominee of that co-owner, or if there is no such nomination, the co-owner first named on the strata roll.
4. The elected members of a strata committee must be elected at each annual general meeting of the owners corporation.
5. Nomination for election as a member of a strata committee (other than a tenant representative) may be made before or at the meeting at which the election is held.
6. The regulations may provide for the procedures for nomination of members of the strata committee.

Section 31

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

Section 32

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



Regulation 9

1. At a meeting of an owners corporation at which the strata committee is to be elected, the chairperson must:
 - a) announce the names of the candidates already nominated in writing for election to the strata committee, and
 - b) call for any oral nominations of candidates eligible for election to the strata committee.
2. A written or oral nomination made for the purposes of the election is ineffective if it is made by a person other than the nominee unless it is supported by the consent of the nominee given:
 - a) in writing, if the nominee is not present at the meeting, or
 - b) orally, if the nominee is present at the meeting.
3. After the chairperson declares that nominations have closed, the owners corporation is to decide, in accordance with the Act, the number of members of the strata committee.
4. If the number of candidates:
 - a) is the same as, or fewer than, the number of members of the strata committee decided on, those candidates are to be declared by the chairperson to be, and are taken to have been, elected as the strata committee, or
 - b) is greater than the number so decided on, a ballot is to be held.

Regulation 10

1. This clause applies to the election of a strata committee for a strata scheme comprising more than 2 lots.
2. If a ballot for membership of the strata committee of an owners corporation is required, the person presiding at the meeting of the owners corporation must:
 - a) announce to the meeting the name of each candidate, and
 - b) provide each person present and entitled to vote at the meeting with a blank ballot paper for each vote the person is entitled to cast.
3. For a vote to be valid, a ballot paper must be signed by the voter and completed by the voter's writing on it:
 - a) the names of the candidates (without repeating a name) for whom the voter desires to vote, the number of names written being no more than the number determined by the owners corporation as the number of members of the strata committee, and
 - b) the capacity in which the voter is exercising a right to vote, whether:
 - i) as owner, first mortgagee or covenant charge of a lot (identifying the lot), or
 - ii) as a company nominee, or
 - iii) by proxy, and
 - c) if the vote is being cast by proxy, the name and capacity of the person who gave the proxy.
4. The completed ballot paper must be returned to the chairperson.
5. Until all places for membership of the strata committee have been filled, the chairperson is to declare elected successively each candidate who has a greater number of votes than all other candidates who have not been elected.
6. If only one place remains to be filled but there are 2 or more eligible candidates with an equal number of votes, the candidate to fill the place is to be decided by a show of hands of those present and entitled to vote.
7. Subclause (6) is subject to a resolution referred to in clause 14(1)(a).

Tenant Representative

A tenant representative, elected in accordance with section 33, is entitled to attend meetings of the strata committee, but is not entitled to vote on decisions of the committee, put a motion, nominate a person for office, act as an officer of the owners corporation for committee purposes and cannot be counted in determining the quorum of the committee.

Tenants

A tenant, who is shown on the strata roll, is entitled to attend meetings of the owners corporation, but is not entitled to vote unless the tenant holds a duly appointed proxy.

Tenants are not entitled to address the meeting unless authorised to do so by resolution of the owners corporation.

The owners corporation may determine that the tenants are not permitted to be in attendance at the meeting during discussions or decisions relating to financial matters.

Tenancy Notice

In accordance with the provisions of section 258, tenancy notice must be provided to the owners corporation not later than 14 days after the commencement of a lease, sublease or execution of the assignment.

Meeting Protocols

Meetings of the owners corporation provides a forum for the owners with an opportunity to discuss, contribute and participate in the decision-making process concerning all facets of the strata scheme.

Bright & Duggan encourages participation of all owners at the meetings and recommends the following meeting protocols for an efficient and productive meeting:

- Be prompt and allow sufficient time to register your attendance, so the meeting can commence at the scheduled time.
- Turn mobile phones and any other electronic devices off or to silent.
- Address the meeting via the chairperson only and with their permission. The chairperson is responsible for ensuring all attendees have an opportunity to address the meeting and that the voting process is accurate.
- Be respectful of others addressing the meeting by not participating in 'side conversations'.
- Matters not included on the agenda notice are not permitted to be discussed or resolved at the meeting. This is in recognition of a failure to provide notice to other interested owners or persons.
- Your decisions should be made for the collective good of the owners corporation, rather than for self-interest.

Electronic Distribution of Notices

Owners can register for distribution of notices electronically.

Please contact our Customer Care team for further assistance on (02) 9902 7100 or at customercare@bright-duggan.com.au.

Minutes

Distribution of minutes of general meetings, in accordance with the provisions of schedule 1 of the *Strata Schemes Management Act 2015 (NSW)*, will proceed in the following manner:

- a) by giving each member of the strata committee a copy,
- b) by giving each owner a copy, if the strata scheme is not a large strata scheme, and
- c) by giving an owner a copy, if the strata scheme is a large strata scheme (in excess of 100 lots and excluding parking or utility lots) and the owner requests a copy within the period of 14 days.

Motions

1. Minutes

That the owners corporation resolves to confirm the minutes of the last general meeting, held on 29th of June 2023, as a true and accurate record of the proceedings of that meeting.

Explanatory Notes:

Section 8(1) of Schedule 1: The minutes of the last general meeting are attached to the notice of this meeting. This motion confirms accuracy of the minutes and in the event that the minutes are in error, an owner may move that the minutes be amended.

2. Financial Statements

That the owners corporation resolves to adopt the unaudited statements of key financial information, for the financial year ending on 30th of September 2023, for the administrative fund, the capital works fund and any other fund held by the strata scheme. P22

Explanatory Notes:

Section 9(a & b) of Schedule 1: The financial statements are a formal record of the financial activities and position of the strata scheme, a copy of which are attached to the notice of this meeting. Please direct any enquiries regarding the accounts to the managing agent at least 3 days prior to the meeting.

3. Financial Audit

That the owners corporation resolves to audit the financial statements for the financial year ending on 30th of September 2024. Type text here

Explanatory Notes:

Section 9(c) of Schedule 1: The owners corporation may consider the appointment of an auditor. Provisions of Section 95 requires that the accounts and financial statements of the owners corporation are audited for a large strata scheme or a strata scheme for which the annual budget exceeds \$250,000. Pursuant to Regulation 21, the amount of the annual budget is the sum of contributions levied for the year concerned, any income from any other source and any other amounts held by the owners corporation.

4. Administrative & Capital Works Funds Estimates

That the owners corporation estimates that, for the financial year period from 1st of October 2023 to 30th of September 2024, it will need to credit to its administrative fund and capital works fund the amounts set out in the budget, and resolves that the following amounts to be levied as a contribution:

Administrative Fund: \$178,000.00 GST Inclusive	p18	
Capital Works Fund: \$55,474.00 GST Inclusive		Type text here

Explanatory Notes:

Sections 79 & 81: The proposed administrative and capital works funds incorporate actual and expected expenditure referenced in the financial statements. The estimated capital works fund budget has considered the capital works fund plan prepared by NSW Strata Valuation Services, dated 26th of March 2021. The financial statements and a summary of the plan are attached to the notice of this meeting.

5. Levy Contributions

That the owners corporation resolves that the contributions are to be payable in regular periodic instalments, due on and specified as follows, and continue on the same periodic instalments, based on the interim quarterly period and contributions, in accordance with the same budget and estimates approved at this meeting, until the next annual general meeting: p18

Levy Status	Period From	Period To	Due	Admin Fund	Capital Works Fund
Already Issued	1/10/2023	31/12/2023	1/10/2023	\$37,206.78	\$13,183.01
To be Issued	1/01/2024	31/03/2024	1/01/2024	\$46,931.07	\$14,096.99
To be Issued	1/04/2024	30/06/2024	1/04/2024	\$46,931.07	\$14,097.00

To be Issued	1/07/2024	30/09/2024	1/07/2024	\$46,931.08	\$14,097.00
Total	1/10/2023	30/09/2024		\$178,000.00	\$55,474.00

Interim Periods

Levy Status	Period From	Period To	Due	Admin Fund	Capital Works Fund
To be Issued	1/10/2024	31/12/2024	1/10/2024	\$44,500.00	\$13,868.50
To be Issued	1/01/2025	31/03/2025	1/01/2025	\$44,500.00	\$13,868.50
Total	1/10/2024	31/03/2025		\$89,000.00	\$27,737.00

Explanatory Notes:

Section 81(5): Levy contributions provide funds to operate your strata scheme. All contributions must be calculated in proportion to the unit entitlements registered for each lot. The funds raised towards the administrative fund are to pay for the annual day-to-day recurrent expenses, and the funds raised towards the capital works fund are to pay for the major repairs or future improvements.

6. Special Levy Contribution [Section 81(4)]

That the owners corporation determine a contribution to the administrative fund/capital works fund in accordance with Section 81 (4) of the Strata Schemes Management Act 2015 (NSW) for make up the deficit of the admin fund in last financial year in the amount of \$10,000.00 (GST inclusive) and that they it be due and payable in advance on:

1st of January 2023; \$40,000
 1st of April 2024;
 1st of July 2024; and
 1st of October 2024;

Explanatory Notes:

If the owners corporation is subsequently faced with other expenses it cannot at once meet from either fund, it must levy on each owner of a lot in the strata scheme a contribution to the administrative fund or capital works fund in order to meet expenses.

7. Loan Repayment

The Owners Corporation RESOLVES to raise a Loan Repayment Levy contribution pursuant to Section 81(4) of the SSMA in the total amount of \$416,018.34 (inc GST) payable on the dates in the following schedule:

and rescind the Motion 3 that was approved at the Extraordinary General Meeting held 17th March 2023

Date Payable	Amount Payable(inc GST)
1st Jan 2024	\$ 105,099.92
1st Apr 2024	\$ 103,639.47
1st Jul 2024	\$ 103,639.47
1st Oct 2024	\$ 103,639.47

8. Levy Collection

That the Owners Corporation, in accordance with the provisions of the Strata Schemes Management Act 2015 (NSW), including Section 103, resolves, for the purpose of collecting levy contributions, to authorise the Managing Agent and/or the Strata Committee to do any one or more of the following:



1. Issue arrears notices, reminder notices and/or letters to seek recovery of levy contributions and the recovery of other debts, including penalties, interest, legal and other costs/expenses, and arrange and monitor payment plans;
2. Engage or appoint the services of a debt collection agency, obtain legal advice and/or retain legal representation and/or experts on behalf of the Owners Corporation;
3. Issue demands, commence, pursue, continue or defend any court, tribunal or any other proceedings against any lot owner, mortgagee in possession and/or former lot owner in relation to all matters arising out of the recovery of levy contributions and the recovery of other debts, including penalties, interest, legal and other costs/expenses;
4. Enter and enforce any judgment obtained in the collection of levy contributions, including issuing writ for levy of property (personal and real property), garnishee orders, examination notices/orders/hearings, bankruptcy notices, statutory demands, and commencing and maintaining bankruptcy proceedings or winding up proceedings;
5. Filing an appeal or defending an appeal against any judgment concerning the collection of levy contributions; and
6. Liaise, instruct and prepare all matters with the Owners Corporation's debt collection agents, lawyers and experts in relation to any levy recovery proceedings.

Explanatory Notes:

This resolution authorises the Owners Corporation to take all necessary steps and action to recover unpaid levy contributions, including interest, recovery costs and to commence proceedings or enforce judgments obtained in legal proceedings for the recovery of unpaid contributions. Interest is not chargeable on outstanding contributions until after 1 month from the due date and legal action cannot be taken unless 21 days written notice is provided of such action in accordance with Section 86.

9. Payment Plans

That the owners corporation resolves to agree to enter into payment plans for matters involving arrears of unpaid contributions or other amounts, including interest, legal and other costs/expenses thereon, and delegates to the managing agent and/or strata committee authority to enter into, arrange and monitor each such payment plan, limited to a period of 12 months per plan, with any further or subsequent payment plan to be entered into as agreed by the owners corporation or strata committee by resolution.

Explanatory Notes:

Section 85(5 - 7) & Regulation 18: The owners corporation may agree to enter into payment plans for the payment of overdue contributions and other amounts by resolution passed at a general meeting. This resolution authorises the owners corporation to enter into such payment plans.

10. Insurance - Certificate of Currency

Resolved that the current insurances of the owners corporation, as detailed in the certificate of currency, attached to the notice of this meeting, expiring on 14/11/23, be confirmed.

11. Insurance - Valuation

That the owners corporation resolves to carry out a building valuation for insurance purposes, noting the previous valuation from NSW Strata Valuation Services was prepared on 19th of March 2020, and delegates to the managing agent authority to adjust the sum insured in accordance with a new valuation.

Explanatory Notes:

As the legislation is silent on a regular valuation regime and there is a risk that the building may be undervalued, Bright & Duggan recommends undertaking a building valuation at least once every 3 years, to ensure there is sufficient assessment of requirements for insurance purposes.

12. Insurance Renewal

That the Owners Corporation resolves to make arrangements in respect of insurances:

1. In accordance with section 165, delegate to the Strata Committee to consider whether to vary or extend any insurances;

2. In accordance with section 166, not less than 3 quotations for insurance renewal be obtained, unless written reasoning is presented to the Owners Corporation as to why less than 3 quotations were provided; and
3. Delegate to the Managing Agent any functions pursuant to the Strata Management Agency Agreement (additional services schedule where applicable) to undertake any of the above.

Explanatory Notes:

The Owners Corporation is required to maintain mandatory insurances and can take out additional insurances, pursuant to sections 160, 161, 164 and 165 respectively.

13. Acknowledgement Motion - Commissions

That the owners corporation acknowledges:

1. in accordance with Section 60, the statement for commissions and training services provided to or paid for the agent in connection with the exercise by the agent of functions for the strata scheme:
Commissions
\$ 6122.33 in commissions received in the last 12 months; and
\$ 4160.80 in commissions is expected to be received in the next 12 months.
Training
\$ 0.00 in training services received in the last 12 months; and
\$ 0.00 in training services is expected to be received in the next 12 months.

Explanatory Notes:

These matters are provided for acknowledgement by the owners corporation in accordance with the provisions of the Strata Schemes Management Act 2015 (NSW).

14. Annual Fire Safety Statement - Next Statement Arrangements

That the owners corporation resolves to:

1. engage a suitably competent fire safety practitioner to assess each essential fire safety measure specified in the statement and submit a corrective actions report;
2. delegate to the strata committee to determine and resolve the corrective actions (if any), engage a suitably qualified contractor to complete any works and to prepare and sign the statement;
3. lodge the statement with the local Council and Fire Commissioner;
4. delegate to the strata committee authority to instruct the managing agent any functions, pursuant to the strata management agency agreement (additional services schedule where applicable), to undertake any of the above; and
5. instruct the managing agent, acting in the capacity as agent for the owners corporation, to sign the annual fire safety statement, based on certification provided by a competent fire safety practitioner engaged by the owners corporation.

Explanatory Notes:

Section 6(c) of Schedule 1: The owners corporation is to consider arrangements for obtaining the next annual fire safety statement under the Environmental Planning and Assessment Act 1979. Bright & Duggan does not provide advice as to the suitability or effectiveness of any fire safety measures and recommends that the owners corporation obtains and relies on the advice of a suitably qualified, accredited and certified fire safety practitioner, as determined by the FPA (Fire Protection Association). The owners corporation may instruct Bright & Duggan to sign the annual fire safety statement only acting in the capacity as agent for the owners corporation.

15. Fire Damper

The Owners of Strata Plan 76171 confirming the request for the reissue of a fire safety schedule for the building pursuant to clause 80A 1 (1) of the *Environmental Planning and Assessment (Development Certification and Fire Safety) Regulation 2021 (The Regulation)*.



And to get a report from a registered certifier - building surveyor (unrestricted or all classes of buildings) accredited under the NSW Fair Trading outlining why the measures should be removed for the schedule for this type of building.

Explanatory Notes:

Redmen Fire Protection system reported that A passive inspection could not locate any dampers installed. Inspected ground floor bathrooms and couldn't see fire dampers installed behind the blades nor is their access to inspect into the roof. Therefore 0 fire dampers is assumed to be the total number. A fire matrix or equipment schedule will supersede this assumption and is recommended to be supplied to Waratah AC if it can be obtained. Cannot determine if locations that may contain or should contain a fire damper without documentation or knowledge of the fire compartments in the building.

16. Capital Works Fund Plan - Review

That the owners corporation resolves to delegate to the strata committee to review the existing 10-year capital works fund plan, prepared by NSW Strata Valuation Services, dated 26th of March 2021, and implement it as part of the approved budget for the financial year ending on 30th of September 2024.

Explanatory Notes:

Section 80(7): The owners corporation is, so far as practicable (subject to any adjustment), to implement the plan prepared under Section 80.

17. Election of the Strata Committee

That the owners corporation resolves to elect the strata committee as follows:

1. the chairperson is to announce the names of candidates nominated in writing and eligible for election to the strata committee;
2. the chairperson is to call for any oral nominations of candidates eligible for election to the strata committee; and
3. the owners corporation is to determine the number of strata committee members and elect the members.

Explanatory Notes:

Sections 29-32 & Regulations 9-10: Please refer to Meeting Procedures at the beginning of this notice for further information and reference to this election, its Sections and Regulations. This notice is also accompanied by the strata committee nomination form for the purpose of this election, and the officer nomination form for the purpose of electing a chairperson, secretary and treasurer at the following strata committee meeting.

18. Restricted Matters

That the Owners Corporation, in accordance with Section 36, determines that no additional matter or type of matter is to be determined only by way of a General Meeting of the Owners Corporation.

Explanatory Notes:

Any matter or type of matter to be determined only by way of a General Meeting of the Owners Corporation effectively removes that matter or type of matter (i.e. cleaning contract) from the decision-making powers of the Strata Committee.

19. Voting Methods

That the owners corporation resolves to adopt other voting methods by means of tele-conference, video-conference, email, pre-meeting voting or other means, while participating in a meeting from a remote location.

Explanatory Notes:

Regulation 14: This motion permits the owners corporation alternative methods of voting and to participate in a meeting from a remote location.

20. Plant Item Registration

That, as the owner of plant item(s), the owners corporation resolves to delegate to the managing agent the signing of any renewal registration or application form on behalf of the owners corporation and lodge with *SafeWork NSW* the Safe to Operate statement, based on certification provided by one of the below:



Explanatory Notes:

The engaged maintenance contractor to provide a statement confirming that the plant item has been inspected by a competent person and adequately maintained.

Alternatives for Plant Item Registration

(OPTION A)**Independent Consultant**

A lift consultant, independent from the incumbent lift maintenance contractor, will be engaged to inspect the lifts and provide a statement confirming that the plant item has been inspected by a competent person and is being adequately maintained by the lift maintenance contractor.

(OPTION B)**Maintenance Contractor**

The incumbent lift maintenance contractor will be engaged to provide a statement confirming that the plant item(s) has been inspected by a competent person and adequately maintained.

21. Utility Supply Agreements

That the owners corporation resolves to consider any agreements for the supply of electricity, gas or any other utility relevant to the scheme, at the time of the agreement renewal, and delegates to the strata committee authority to:

1. engage a suitably qualified broker or consultant as may be reasonably required;
2. provide any utility bills and specific usage data for the purpose of obtaining competitive pricing;
3. enter into utility supply agreements on behalf of the owners corporation; and
4. instruct the managing agent any functions, pursuant to the strata management agency agreement (additional services schedule where applicable), to undertake any of the above.

Explanatory Notes:

Section 6(e) of Schedule 1: This motion provides authority to effectively conduct a competitive tender and enter into utility supply agreements on behalf of the owners corporation. Brokers or consultants are commonly used to investigate and secure competitive rates for the supply of utilities within the industry and are required to be authorised to share the relevant utility bills and specific usage data with service providers for the purpose of obtaining competitive pricing.

22. Strata Hub

That the owners corporation resolves to:

1. provide all mandatory information and documents relating to the Office of Fair Trading "Strata Hub";
2. pay \$3.00 per lot annual administration fee to the Office of Fair Trading (or such other amount as determined by the Regulation from time to time); and
3. instruct the managing agent any functions, pursuant to the strata management agency agreement (additional services schedule where applicable), to undertake any of the above.

Explanatory Notes:

Regulation 43: From 30 June 2022 the owners corporation has obligations to comply with the new reporting requirements to place a range of information and documents on the Office of Fair Trading "Strata Hub", which is designed to capture information relating to a strata scheme, some of which is for public distribution. For further information please refer to the Office of Fair Trading website at www.nsw.gov.au/housing-and-construction/strata/annual-reporting. This motion delegates authority for the managing agent to undertake such reporting of mandatory information and documents, and to keeping records current.

23. Lot 33 Work

The Owners Corporation by **SPECIAL RESOLUTION** pursuant to –



(a) **Section 108 (2)** of the *Strata Schemes Management Act 2015* authorises the owner of Lot 33 on the scheme to add to and alter the common property within the scheme in accordance with the conditions in **Special By-law – Lot 33 Works** set out in the **Annexure to Change of By-law** appended to the agenda of the general meeting passing this by-law; and

(b) **Section 141 (1)** and **Section 143** of the *Strata Schemes Management Act 2015*, **adds Special By-law – Lot 33 Works** for the benefit of the Owner from time to time of Lot 33 as set out in the **Annexure to Change of By-law** appended to the agenda of the general meeting passing this by-law and RESOLVE that the Managing Agent be authorised to affix the common seal of the Owners Corporation in accordance with section 273 of the *Strata Schemes Management Act 2015* on the notification to change to the by-laws and organise lodgment in accordance with section 141 (2) of the *Strata Schemes Management Act 2015* at the Registrar-General's Office.

Explanatory Notes:

The Owner of Lot 33 seeks approval of the Owners Corporation under a common property rights by-law to be granted special privileges to undertake works and rights of exclusive use to common property affected or attached to the works, which change the outside appearance of the lot, (i.e., replacement sliding door to balcony), involve structural changes and may require council development approval for change of use and alteration to the Lot (i.e., creation of a mezzanine style structural timber infill floor above the living/dining room in the roof void area within the Lot).

Works involving which involve structural changes, and that change the outside appearance of the lot are not Cosmetic Works or Minor Renovations as defined in the *Strata Schemes Management Act 2015* and therefore special privileges via a common property rights by-law is required to grant approval to Lot 33 to undertake such works within their Lot and/or within the exclusive use common property area as described under this by-law.

24. Unit 37 Balcony Work -Alteration to common property

That in accordance to Section 108 of the *Strata Schemes Management Act 2015*, the Owners Corporation SPECIALLY RESOLVE to Demolish and dispose of existing aluminium framed glass balustrade in the common property and Supply and Install Reinforced Concrete Balustrade listed in the quote attached from Unicorn.

And RESOLVE to seek cost recovery from lot 37 as per special by-law 2 as a result of the enclosed balcony pursuant to that by-law.

Explanatory Notes:

RHM reported that there has been a wall constructed across the balustrade system on the balcony due to the partial enclosure of the balcony done by lot 37. The design practitioner from RHM can not provide a regulated design for the waterproofing of this fire wall.

In order to waterproof the lower balcony and ensure that the neighbouring units (upper and lower) complies with the fire regulations, the existing aluminium-framed balustrade with glass inset will need to be demolished, including the retro-fitted wall and construct a new reinforced blockwork wall in its replacement. RHM have confirm this with a fire engineer/consultant.

25. Renewal of the Strata Management Agency Agreement

That the Owners Corporation resolves

1. To renew the Strata Management Agency Agreement with Bright & Duggan Pty Ltd as its Managing Agent, for a period of 36 months, and delegates functions to it on the terms and conditions as set out in the Agreement attached to the notice of this meeting; and
2. To nominate and authorise two (2) owners or members of the Strata Committee to execute and affix the common seal to the Agreement; and
3. That the strata management fee be \$7,700.70 per annum (GST inclusive), commencing on 13th of February 2024.

Explanatory Notes:

The Owners Corporation delegates its functions to the Managing Agent (other than those listed in Section 52(2) including but not limited to the functions of a Chairperson, Secretary and Treasurer, necessary to enable the Managing Agent to carry out the agreed services and the additional services (if required), all subject to conditions and limitations listed in the Agreement. In the interest of environment and to minimise disbursement costs, summary of the Strata Management Agency Agreement is attached to the notice of this meeting.



Date of Notice: 1 November 2023
Bright & Duggan Pty Ltd
Managing agents for Plan No. 76171



bright & duggan 

australia's strata leader

Minutes of

Extraordinary General Meeting

To The Owners of – Plan No. 76171

11-13 OAKS AVENUE, DEE WHY, NSW, 2099



Meeting Date:	29 June 2023
Time:	01:00 PM
Address:	Electronic voting (Paper vote)
Present:	Robert Daniel Resch & Cassandra Mae Resch (Lot 10) Harrison Jackson Jye Tognetti (Lot 11) Mr B Johnco (Lot 16) Ms R Clayton (Lot 17) Freddie Moh & Rena Moh (Lot 18) Kyunghyun Yeo (Lot 19) Desmond Ivor Brian Siepen (Lot 20) G. Jade (Lot 24) Kevin Hitchcock (Lot 26) Jingjiang Zang (Lot 28) Ms V Tulk (Lot 29) Mr N Jeffreys (Lot 33)
In attendance:	Tino Bunhu Bright & Duggan
Strata Manager:	Tino Bunhu Bright & Duggan
Quorum:	Quorum of 25% was achieved

Motions

1. Minutes

Motion CARRIED.

Resolved that the Owners Corporation resolves to confirm the minutes of the last general meeting, held on 17th of March 2023, as a true and accurate record of the proceedings of that meeting.

2. External Colour Scheme Change

Motion CARRIED.

That the owners corporation **specialy resolves** to take such action as is required to put effect to the **Works**.

In this motion, **Works** means:

change the external colour scheme of the common property in accordance with the proposed colour schemes detailed in the attachment from Lick Light + Color(the engaged color consultant) attached to the notice of this meeting

Alternatives for External Colour Scheme Change

'OPTION B' has been selected with the highest votes.

Owners are to select one option from the two provided with this agenda.

(Option A) DULUX COALITION + COLORBOND DOVER WHITE

(Option B) DULUX FIVE FINGERS PENINSULA + COLORBOND DOVER WHITE

There being no further business the meeting closed at 1.01 PM.

Bright & Duggan Pty Ltd

Managing Agents for Plan No. 76171



Strata Plan No. 76171

11-13 Oaks Avenue Dee Why NSW 2099

PROPOSED ANNUAL BUDGET

		ACTUAL	BUDGET	BUDGET
		01/10/22-30/09/23	01/10/22-30/09/23	01/10/23-30/09/24
100	<u>ADMINISTRATIVE FUND</u>			
1000	<u>INCOME</u>			
101	Levies - Administrative Fund	148,827.08	148,827.00	178,000.00
102	Special Admin. Fund Levy	0.00	0.00	40,000.00
1095	Interest On Overdue Levies	284.50	0.00	0.00
11104	Key Deposits	233.00	0.00	0.00
11900000	Gst On Income	(13,550.92)	(13,529.73)	(19,818.18)
1191	<u>TOTAL ADMIN. FUND INCOME</u>	135,793.66	135,297.27	198,181.82
120	<u>EXPENDITURE - ADMIN. FUND</u>			
125	Audit Accounting G S T Fees	828.00	1,650.00	900.00
1251	Accounting Fees	3,921.89	0.00	0.00
128	Bank Charges	205.62	285.00	0.00
13601	Cleaning	23,290.00	29,000.00	29,000.00
13602	Cleaning-Materials	1,405.52	0.00	0.00
13707	Consulting-Contractor Comp	210.00	200.00	200.00
14201	Electrical Repairs	1,870.00	1,000.00	2,000.00
144	Fees & Permits	77.00	85.00	85.00
14501	Fire Protection Testing	0.00	2,600.00	2,600.00
14502	Fire Protection Repairs	6,661.60	5,000.00	5,000.00
15601	Insurance Premiums	** 78,618.27	61,330.00	80,000.00
15701	Access Device Expenses	409.00	0.00	0.00
159	Legal Fees	5,918.34	5,920.00	1,000.00
16001	Lift-Maintenance	8,917.16	6,600.00	6,600.00
16004	Lift-Telephone	145.20	800.00	590.00
162	Management Fees	7,286.12	7,334.00	7,700.00
16401	Accounting & Finance	0.00	510.00	0.00
16403	Admin Processing	90.00	25.00	0.00
16405	Asset Maintenance	2,226.35	1,400.00	2,230.00
16407	Meeting Attendance	440.00	1,500.00	0.00
16408	Strata Manager Consultancy	1,708.75	3,000.00	5,000.00
166	Disbursements	3,923.39	3,600.00	4,000.00
17001	Plumbing-General	** 7,565.83	1,000.00	3,000.00
17409	Rep & Maint-Pump	0.00	500.00	600.00
17410	Rep & Maint-Garage Door	396.00	0.00	400.00
17412	Rep & Maint-Hot Water Service	1,491.56	0.00	1,500.00
17418	Rep & Maint-General Building	2,014.10	5,000.00	3,500.00



Strata Plan No. 76171

11-13 Oaks Avenue Dee Why NSW 2099

PROPOSED ANNUAL BUDGET

		ACTUAL	BUDGET	BUDGET
		01/10/22-30/09/23	01/10/22-30/09/23	01/10/23-30/09/24
17419	Rep & Maint-Locks	132.00	0.00	0.00
174233	Rep & Maint - Doors & Windows	841.50	0.00	0.00
17601	Services-Electricity	10,462.29	9,800.00	10,000.00
17602	Services-Gas	(848.70)	500.00	1,000.00
17604	Services-Water Usage	14,928.71	13,700.00	15,000.00
181	Telephone Expense	574.15	0.00	580.00
18899999	Gst On Expenses	(14,938.74)	(13,512.65)	(15,225.93)
189	TOTAL ADMIN. EXPENDITURE	170,770.91	148,826.35	167,259.07 <small>\$18k increase</small>
190	<u>SURPLUS / DEFICIT</u>	<u>\$ (34,977.25)</u>	<u>\$ (13,529.08)</u>	<u>\$ 30,922.75</u>
195	Opening Admin. Balance	5,009.40	5,009.40	(29,967.85)
199	<u>ADMINISTRATIVE FUND BALANCE</u>	<u>\$ (29,967.85)</u>	<u>\$ (8,519.68)</u>	<u>\$ 954.90</u>
100A	NUMBER OF UNITS OF ENTITLEMENT:		10,000	10,000
100B	AMOUNT PER UNIT OF ENTITLEMENT:		\$ 14.882700	\$ 17.800000



Strata Plan No. 76171

11-13 Oaks Avenue Dee Why NSW 2099

PROPOSED ANNUAL BUDGET

		ACTUAL	BUDGET	BUDGET
		01/10/22-30/09/23	01/10/22-30/09/23	01/10/23-30/09/24
200	<u>CAPITAL WORKS FUND</u>			
2000	<u>INCOME</u>			
201	Levies - Capital Works Fund	52,731.98	52,732.00	55,474.00
2022	Loan Repayments Levy	12,624.99	0.00	416,018.34
21900000	Gst On Income	(5,941.54)	(4,793.82)	(42,862.94)
2191	<u>TOTAL CAPITAL WORKS INCOME</u>	59,415.43	47,938.18	428,629.40
220	<u>EXPENDITURE - CAPITAL WORKS</u>			
23079	Tree Pruning & Lopping	2,860.00	0.00	0.00
23705	Consulting/Engineering Fees	31,350.00	0.00	0.00
243107	Painting External	2,205.90	0.00	0.00
27001	Plumbing-General	5,422.23	0.00	0.00
27418	Rep & Maint-General Building	504,157.23	0.00	885,843.00
28004	Tax Return	99.00	100.00	220.00
28899999	Gst On Expenses	(49,639.41)	(9.09)	(80,551.18)
289	<u>TOTAL CAP. WORKS EXPENDITURE</u>	496,454.95	90.91	805,511.82
290	<u>SURPLUS / DEFICIT</u>	\$ (437,039.52)	\$ 47,847.27	\$ (376,882.42)
295	Opening Capital Works Balance	140,909.43	140,909.43	(296,130.09)
299	<u>CAPITAL WORKS FUND BALANCE</u>	\$ (296,130.09)	\$ 188,756.70	\$ (673,012.51)
200A	NUMBER OF UNITS OF ENTITLEMENT:		10,000	10,000
200B	AMOUNT PER UNIT OF ENTITLEMENT:		\$ 5.273200	\$ 5.547400



Strata Plan No. 76171

LOT BUDGET SUMMARY

30/09/2024

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

Lot No	Unit No	Entitlement	Administrative Fund			Capital Works Fund			Net Total
			Gross	Discount	Net	Gross	Discount	Net	
1	Shop1	80	356.00	0.00	356.00	110.95	0.00	110.95	466.95
2	Shop2	400	1,780.00	0.00	1,780.00	554.74	0.00	554.74	2,334.74
3	Shop3	530	2,358.50	0.00	2,358.50	735.03	0.00	735.03	3,093.53
4	Shop4	165	734.25	0.00	734.25	228.83	0.00	228.83	963.08
5	Shop5	165	734.25	0.00	734.25	228.83	0.00	228.83	963.08
6	Shop6	165	734.25	0.00	734.25	228.83	0.00	228.83	963.08
7	Shop7	165	734.25	0.00	734.25	228.83	0.00	228.83	963.08
8	8	235	1,045.75	0.00	1,045.75	325.91	0.00	325.91	1,371.66
9	9	235	1,045.75	0.00	1,045.75	325.91	0.00	325.91	1,371.66
10	10	270	1,201.50	0.00	1,201.50	374.45	0.00	374.45	1,575.95
11	11	275	1,223.75	0.00	1,223.75	381.38	0.00	381.38	1,605.13
12	12	290	1,290.50	0.00	1,290.50	402.19	0.00	402.19	1,692.69
13	13	290	1,290.50	0.00	1,290.50	402.19	0.00	402.19	1,692.69
14	14	290	1,290.50	0.00	1,290.50	402.19	0.00	402.19	1,692.69
15	15	290	1,290.50	0.00	1,290.50	402.19	0.00	402.19	1,692.69
16	16	235	1,045.75	0.00	1,045.75	325.91	0.00	325.91	1,371.66
17	17	235	1,045.75	0.00	1,045.75	325.91	0.00	325.91	1,371.66
18	18	275	1,223.75	0.00	1,223.75	381.38	0.00	381.38	1,605.13
19	19	285	1,268.25	0.00	1,268.25	395.25	0.00	395.25	1,663.50
20	20	290	1,290.50	0.00	1,290.50	402.19	0.00	402.19	1,692.69
21	21	330	1,468.50	0.00	1,468.50	457.66	0.00	457.66	1,926.16
22	22	330	1,468.50	0.00	1,468.50	457.66	0.00	457.66	1,926.16
23	23	300	1,335.00	0.00	1,335.00	416.06	0.00	416.06	1,751.06
24	24	195	867.75	0.00	867.75	270.44	0.00	270.44	1,138.19
25	25	195	867.75	0.00	867.75	270.44	0.00	270.44	1,138.19
26	26	260	1,157.00	0.00	1,157.00	360.58	0.00	360.58	1,517.58
27	27	265	1,179.25	0.00	1,179.25	367.52	0.00	367.52	1,546.77
28	28	280	1,246.00	0.00	1,246.00	388.32	0.00	388.32	1,634.32
29	29	290	1,290.50	0.00	1,290.50	402.19	0.00	402.19	1,692.69
30	30	280	1,246.00	0.00	1,246.00	388.32	0.00	388.32	1,634.32
31	31	200	890.00	0.00	890.00	277.37	0.00	277.37	1,167.37
32	32	345	1,535.25	0.00	1,535.25	478.46	0.00	478.46	2,013.71
33	33	305	1,357.25	0.00	1,357.25	422.99	0.00	422.99	1,780.24
34	34	195	867.75	0.00	867.75	270.44	0.00	270.44	1,138.19
35	35	205	912.25	0.00	912.25	284.30	0.00	284.30	1,196.55
36	36	325	1,446.25	0.00	1,446.25	450.73	0.00	450.73	1,896.98
37	37	325	1,446.25	0.00	1,446.25	450.73	0.00	450.73	1,896.98
38	38	210	934.50	0.00	934.50	291.24	0.00	291.24	1,225.74
Total			\$44,500.00	\$0.00	\$44,500.00	\$13,868.54	\$0.00	\$13,868.54	\$58,368.54

Totals: \$44,500.00 \$0.00 \$44,500.00 \$13,868.54 \$0.00 \$13,868.54 \$58,368.54



Strata Plan No. 76171

11-13 Oaks Avenue Dee Why NSW 2099

BALANCE SHEET

AS AT 31 OCTOBER 2023

	ACTUAL 31/10/2023	ACTUAL 30/09/2023
<u>OWNERS FUNDS</u>		
Administrative Fund	(5,203.62)	(29,967.85)
Capital Works Fund	(552,225.12)	(296,130.09)
<u>TOTAL</u>	<u>\$ (557,428.74)</u>	<u>\$ (326,097.94)</u>
 <u>THESE FUNDS ARE REPRESENTED BY</u>		
 <u>CURRENT ASSETS</u>		
Cash At Bank	353,313.64	190,022.12
Levies In Arrears	5,481.23	0.00
Other Arrears	5,654.38	52.99
Interest Accrued On O/D Levies	23.03	38.67
Sundry Debtors	12,827.20	12,827.20
<u>TOTAL ASSETS</u>	377,299.48	202,940.98
 <u>LIABILITIES</u>		
Austrata Finance Loan	501,109.60	364,049.20
Sfo Loans	142,584.61	142,584.61
G S T Clearing Account	(23,135.64)	(35,298.58)
Creditors	312,404.28	(1,363.42)
Accrued Expenses	1,500.00	1,500.00
Levies In Advance	265.37	35,184.77
Other Payments In Advance	0.00	22,382.34
<u>TOTAL LIABILITIES</u>	934,728.22	529,038.92
 <u>NET ASSETS</u>	 <u>\$ (557,428.74)</u>	 <u>\$ (326,097.94)</u>



Strata Plan No. 76171

11-13 Oaks Avenue Dee Why NSW 2099

STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 01 OCTOBER 2023 TO 31 OCTOBER 2023

	ACTUAL	ACTUAL
	01/10/23-31/10/23	01/10/22-30/09/23
<u>ADMINISTRATIVE FUND</u>		
<u>INCOME</u>		
Levies - Administrative Fund	37,206.78	148,827.08
Interest On Overdue Levies	0.00	284.50
Key Deposits	0.00	233.00
Gst On Income	(3,382.43)	(13,550.92)
<u>TOTAL ADMIN. FUND INCOME</u>	33,824.35	135,793.66
<u>EXPENDITURE - ADMIN. FUND</u>		
Audit Accounting G S T Fees	0.00	828.00
Accounting Fees	0.00	3,921.89
Bank Charges	6.14	205.62
Cleaning	2,100.00	23,290.00
Cleaning-Materials	0.00	1,405.52
Consulting-Contractor Comp	0.00	210.00
Electrical Repairs	0.00	1,870.00
Fees & Permits	0.00	77.00
Fire Protection Repairs	0.00	6,661.60
Insurance Premiums	0.00	78,618.27
Access Device Expenses	0.00	409.00
Legal Fees	0.00	5,918.34
Lift-Maintenance	0.00	8,917.16
Lift-Telephone	0.00	145.20
Management Fees	611.17	7,286.12
Admin Processing	0.00	90.00
Asset Maintenance	242.51	2,226.35
Meeting Attendance	0.00	440.00
Strata Manager Consultancy	3,288.80	1,708.75
Disbursements	749.48	3,923.39
Plumbing-General	2,968.01	7,565.83
Rep & Maint-Garage Door	0.00	396.00
Rep & Maint-Hot Water Service	0.00	1,491.56
Rep & Maint-General Building	0.00	2,014.10
Rep & Maint-Locks	0.00	132.00
Rep & Maint - Doors & Windows	0.00	841.50
Services-Electricity	0.00	10,462.29
Services-Gas	0.00	(848.70)



Strata Plan No. 76171

11-13 Oaks Avenue Dee Why NSW 2099

STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 01 OCTOBER 2023 TO 31 OCTOBER 2023

	ACTUAL	ACTUAL
	01/10/23-31/10/23	01/10/22-30/09/23
Services-Water Usage	0.00	14,928.71
Telephone Expense	0.00	574.15
Gst On Expenses	(905.99)	(14,938.74)
<u>TOTAL ADMIN. EXPENDITURE</u>	9,060.12	170,770.91
<u>SURPLUS / DEFICIT</u>	<u>\$ 24,764.23</u>	<u>\$ (34,977.25)</u>
Opening Admin. Balance	(29,967.85)	5,009.40
<u>ADMINISTRATIVE FUND BALANCE</u>	<u>\$ (5,203.62)</u>	<u>\$ (29,967.85)</u>



Strata Plan No. 76171

11-13 Oaks Avenue Dee Why NSW 2099

STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 01 OCTOBER 2023 TO 31 OCTOBER 2023

	ACTUAL	ACTUAL
	01/10/23-31/10/23	01/10/22-30/09/23
<u>CAPITAL WORKS FUND</u>		
<u>INCOME</u>		
Levies - Capital Works Fund	13,183.01	52,731.98
Loan Repayments Levy	39,159.20	12,624.99
Gst On Income	(4,758.39)	(5,941.54)
<u>TOTAL CAPITAL WORKS INCOME</u>	47,583.82	59,415.43
<u>EXPENDITURE - CAPITAL WORKS</u>		
Tree Pruning & Lopping	0.00	2,860.00
Consulting/Engineering Fees	18,700.00	31,350.00
Painting External	0.00	2,205.90
Plumbing-General	2,970.00	5,422.23
Rep & Maint-General Building	312,376.74	504,157.23
Tax Return	0.00	99.00
Gst On Expenses	(30,367.89)	(49,639.41)
<u>TOTAL CAP. WORKS EXPENDITURE</u>	303,678.85	496,454.95
<u>SURPLUS / DEFICIT</u>	\$ (256,095.03)	\$ (437,039.52)
Opening Capital Works Balance	(296,130.09)	140,909.43
<u>CAPITAL WORKS FUND BALANCE</u>	\$ (552,225.12)	\$ (296,130.09)

Loan Repayment Levies and Credits by Lot Owner

TOTAL LE	10,000	100.00%
SFOs LE	5,130	51.30%

nb: the figures shown for each Lot Owner are rounded to two decimals, so the Aggregate of the Lot Owner amounts may be slightly different to the total levies approved by owners

Lot Number	Lot Entitlement	% of Total Lot Entitlements	Is the Lot Owner a Self Funding Owner (Y/N)	Loan Repayment Levies	Loan Repayment Credit	Loan Repayment Levies	Loan Repayment Credit	Loan Repayment Levies	Loan Repayment Credit	Loan Repayment Levies	Loan Repayment Credit
				Jan 24 - Mar 24	Jan 24 - Mar 24	Apr 24 - Jun 24	Apr 24 - Jun 24	Jul 24 - Sep 24	Jul 24 - Sep 24	Oct 24 - Dec 24	Oct 24 - Dec 24
Levies Per Lot Entitlement				\$ 10.5100		\$ 10.3639		\$ 10.3639		\$ 10.3639	
1	80	0.80%	No	840.80	-	829.11	-	829.11	-	829.11	-
2	400	4.00%	No	4,204.00	-	4,145.56	-	4,145.56	-	4,145.56	-
3	530	5.30%	No	5,570.30	-	5,492.87	-	5,492.87	-	5,492.87	-
4	165	1.65%	No	1,734.15	-	1,710.04	-	1,710.04	-	1,710.04	-
5	165	1.65%	No	1,734.15	-	1,710.04	-	1,710.04	-	1,710.04	-
6	165	1.65%	No	1,734.15	-	1,710.04	-	1,710.04	-	1,710.04	-
7	165	1.65%	No	1,734.15	-	1,710.04	-	1,710.04	-	1,710.04	-
8	235	2.35%	Yes	2,469.85	2,469.85	2,435.52	2,435.52	2,435.52	2,435.52	2,435.52	2,435.52
9	235	2.35%	No	2,469.85	-	2,435.52	-	2,435.52	-	2,435.52	-
10	270	2.70%	Yes	2,837.70	2,837.70	2,798.25	2,798.25	2,798.25	2,798.25	2,798.25	2,798.25
11	275	2.75%	Yes	2,890.25	2,890.25	2,850.07	2,850.07	2,850.07	2,850.07	2,850.07	2,850.07
12	290	2.90%	No	3,047.90	-	3,005.53	-	3,005.53	-	3,005.53	-
13	290	2.90%	No	3,047.90	-	3,005.53	-	3,005.53	-	3,005.53	-
14	290	2.90%	Yes	3,047.90	3,047.90	3,005.53	3,005.53	3,005.53	3,005.53	3,005.53	3,005.53
15	290	2.90%	No	3,047.90	-	3,005.53	-	3,005.53	-	3,005.53	-
16	235	2.35%	Yes	2,469.85	2,469.85	2,435.52	2,435.52	2,435.52	2,435.52	2,435.52	2,435.52
17	235	2.35%	Yes	2,469.85	2,469.85	2,435.52	2,435.52	2,435.52	2,435.52	2,435.52	2,435.52
18	275	2.75%	Yes	2,890.25	2,890.25	2,850.07	2,850.07	2,850.07	2,850.07	2,850.07	2,850.07
19	285	2.85%	No	2,995.35	-	2,953.71	-	2,953.71	-	2,953.71	-
20	290	2.90%	Yes	3,047.90	3,047.90	3,005.53	3,005.53	3,005.53	3,005.53	3,005.53	3,005.53
21	330	3.30%	No	3,468.30	-	3,420.09	-	3,420.09	-	3,420.09	-
22	330	3.30%	Yes	3,468.30	3,468.30	3,420.09	3,420.09	3,420.09	3,420.09	3,420.09	3,420.09
23	300	3.00%	Yes	3,153.00	3,153.00	3,109.17	3,109.17	3,109.17	3,109.17	3,109.17	3,109.17
24	195	1.95%	No	2,049.45	-	2,020.96	-	2,020.96	-	2,020.96	-
25	195	1.95%	No	2,049.45	-	2,020.96	-	2,020.96	-	2,020.96	-
26	260	2.60%	Yes	2,732.60	2,732.60	2,694.61	2,694.61	2,694.61	2,694.61	2,694.61	2,694.61
27	265	2.65%	Yes	2,785.15	2,785.15	2,746.43	2,746.43	2,746.43	2,746.43	2,746.43	2,746.43
28	280	2.80%	No	2,942.80	-	2,901.89	-	2,901.89	-	2,901.89	-
29	290	2.90%	Yes	3,047.90	3,047.90	3,005.53	3,005.53	3,005.53	3,005.53	3,005.53	3,005.53
30	280	2.80%	Yes	2,942.80	2,942.80	2,901.89	2,901.89	2,901.89	2,901.89	2,901.89	2,901.89
31	200	2.00%	No	2,102.00	-	2,072.78	-	2,072.78	-	2,072.78	-
32	345	3.45%	Yes	3,625.95	3,625.95	3,575.55	3,575.55	3,575.55	3,575.55	3,575.55	3,575.55
33	305	3.05%	Yes	3,205.55	3,205.55	3,160.99	3,160.99	3,160.99	3,160.99	3,160.99	3,160.99
34	195	1.95%	No	2,049.45	-	2,020.96	-	2,020.96	-	2,020.96	-
35	205	2.05%	No	2,154.55	-	2,124.60	-	2,124.60	-	2,124.60	-
36	325	3.25%	Yes	3,415.75	3,415.75	3,368.27	3,368.27	3,368.27	3,368.27	3,368.27	3,368.27
37	325	3.25%	Yes	3,415.75	3,415.75	3,368.27	3,368.27	3,368.27	3,368.27	3,368.27	3,368.27
38	210	2.10%	No	2,207.10	-	2,176.42	-	2,176.42	-	2,176.42	-
Aggregate	10,000	100.00%		105,100.00	53,916.30	103,638.99	53,166.81	103,638.99	53,166.81	103,638.99	53,166.81
Total Levies Approved by Owners				\$ 105,099.92	\$ 53,916.26	\$ 103,639.47	\$ 53,167.05	\$ 103,639.47	\$ 53,167.05	\$ 103,639.47	\$ 53,167.05



Level 33, 101 Miller Street
North Sydney NSW 2060

PO BOX 500, North Sydney NSW 2059

Certificate of Currency

CHU Residential Strata Insurance Plan

Policy No	HU0006066574
Policy Wording	CHU RESIDENTIAL STRATA INSURANCE PLAN
Period of Insurance	14/05/2023 to 14/11/2023 at 4:00pm
The Insured	THE OWNERS - STRATA PLAN 76171
Situation	11-13 OAKS AVENUE DEE WHY NSW 2099

Policies Selected

Policy 1 – Insured Property

Building: \$22,438,000
Common Area Contents: \$224,300
Loss of Rent & Temporary Accommodation (total payable): \$3,365,700

Policy 2 – Liability to Others

Sum Insured: \$30,000,000

Policy 3 – Voluntary Workers

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

Policy 4 – Workers Compensation

Not Available

Policy 5 – Fidelity Guarantee

Sum Insured: \$250,000

Policy 6 – Office Bearers' Legal Liability

Sum Insured: \$1,000,000

Policy 7 – Machinery Breakdown

Not Selected

Policy 8 – Catastrophe Insurance

Sum Insured: \$3,365,700
Extended Cover - Loss of Rent & Temporary Accommodation: \$504,855
Escalation in Cost of Temporary Accommodation: \$168,285
Cost of Removal, Storage and Evacuation: \$168,285



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 excluded.

Flood Exclusion

Despite anything contained elsewhere in Your Policy We will not pay for loss or damage caused by or arising directly or indirectly from Flood.

Flood means the covering of normally dry land by water that has escaped or been released from the normal confines of any of the following:

- a. a lake (whether or not it has been altered or modified);
- b. a river (whether or not it has been altered or modified);
- c. a creek (whether or not it has been altered or modified);
- d. another natural watercourse (whether or not it has been altered or modified);
- e. a reservoir;
- f. a canal;
- g. a dam.

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

Date Printed

03/05/2023

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



11-13 Oaks Avenue, Dee Why NSW 2099

STRATA PLAN 76171

Date of Inspection
19th March 2020

Date of Valuation
19th March 2020

Building Replacement Insurance Value: \$22,438,000 (incl.GST)

REPLACEMENT BUILDING VALUATION REPORT FOR INSURANCE PURPOSES

Report for
The Owners Corporation
Strata Plan 76171

Instructed by
Bright & Duggan Strata Management
Level 1, 37-43 Alexander Street,
Crows Nest NSW 2065

Prepared by
NSW Strata Valuation Services Pty Ltd
P.O. Box 832,
Southgate Sylvania NSW 2224
Telephone: 1300 679 825
ABN: 376 130 524 76

Instructing Party	Bright & Duggan Strata Management
Mailing Address	Level 1, 37-43 Alexander Street, Crows Nest NSW 2065
Fax/Email To	hannah.walker@bright-duggan.com.au
Client(S)	The Owners Strata Plan 76171
Attention	Hannah Walker
NSW Job No.	1671

PROPERTY DESCRIPTION

Constructed upon the land is a five-level cavity brick residential apartments with ground floor retail/commercial lots containing a total of 38 lots and features cantilevered balconies, pitched tiled roof and lock-up garage parking at ground level under. Pedestrian and vehicular access to the building is via a concrete driveway off Oaks Avenue leading to the basement parking under and a separate main entry for pedestrians with a single passenger lift servicing the entire building. The grounds are well landscaped and grassed and the property presents well for its age. Churches, schools, hospitals and community facilities are all within proximity to the property valued. Dee Why is an established and well known and desirable northern beaches suburb location with the subject property being located 24.8 kilometres north from the Sydney CBD and about 200 metres from Dee Why Lagoon.

PROPERTY DETAILS

Property Address	11-13 Oaks Avenue, Dee Why NSW 2099
Title Details	Lot 56 in DP 1091089 (SP 76171)
Site Dimensions	30.48m x 44.54m / 44.515m
Total Land Area	1,358m2 Approx.
Strata Registration Date	20th December 2005
Local Government Area	Northern Beaches Council
Zoning/Instrument	B4: Mixed Use
Built About	2005
Number of Levels	Six Levels
No. of Lots in Strata Plan	7 Retail/Commercial Lots and 31 Residential Lots = 38 Lots in total
No. Lifts	1
Heritage Listing (Y / N)	No
Environmental Issues	We unaware of any environmental issues and we have not been provided with any information nor have we been asked to provide an assessment. However, according to the NSW Planning Portal the subject property has the following classification; Landslide Risk Land - Area A - Slope <5 affecting the entire property.

RISK ANALYSIS
MUST "COMMENT" OVER PAGE ON ANY 4 OR 5 RISK RATINGS, OR IF THREE OR MORE "3" RISK RATINGS

PROPERTY RISK* RATINGS	1	2	3	4	5	MARKET RISK* RATINGS	1	2	3	4	5
Location & Neighbourhood		2				Reduced Value next 2-3 years			3		
Land (incl. planning)		2				Market Volatility			3		
Environmental Issues		2				Local Economy		2			
Improvements		2				Market Segment Cond.		2			
RISK RATINGS	1 = Low		2 = Low to Medium		3 = Medium		4 = Medium to High		5 = High		

VALUATION SUMMARY

Replacement Building Insurance Value	\$22,438,000 (incl.GST) Twenty-Two Million Four Hundred & Thirty-Eight Thousand Dollars (Incl. GST)
Inspection Date 19th March 2020	Valuation Date 19th March 2020

REPLACEMENT OR REINSTATEMENT VALUE AND INDEMNITY VALUE DEFINITIONS

This Insurance Valuation Report is carried in accordance with the requirements by the Insurance Council of Australia (ICA) and Part 9 of the Strata Schemes Management Act 2015 and Part 6 of the Strata Schemes Management Regulations 2016 and adopts the following definitions:

“Reinstatement Value is the cost necessary to replace, repair or rebuild the Property Insured to a condition substantially the same as but not better or more extensive than its condition when new.”

“Indemnity Value is the cost necessary to replace, repair or rebuild the Property Insured to a condition substantially the same as but not better or more extensive than its condition at the time that the damage occurred taking into consideration age, condition and remaining useful life.”

We hereby certify that we personally inspected this property on the date below and have carried out the assessments above as at that date. Neither party, nor any member of this firm, has any conflict of interest, or direct, indirect or financial interest in relation to this property that is not disclosed herein. The counter signatory verifies that this report is genuine and endorsed by NSW Strata Valuation Services Pty Ltd. The opinion of value expressed in this report has been arrived at by the prime signatory alone.

This report is for the use only of the party to which it is addressed and it’s for an assessment of the full replacement of the building for insurance purposes and is not to be used for any other purpose. No responsibility is accepted or undertaken to third parties in respect thereof. This report does not constitute a structural survey.

This report is made in accordance with the Australian Property Institute (API) Residential Valuation and Security Assessment Pro-forma Supporting Memorandum dated 1 January 2000 and must be interpreted with that Memorandum.

VALUERS DETAILS

Valuer: James Bouteris Firm: NSW STRATA VALUATION SERVICES PTY LTD	Valuer: A. (Tony) Montone JP Firm: NSW STRATA VALUATION SERVICES PTY LTD
Signature: 	Signature: 
Qualifications/Registration: Master Property Development (UTS) Bachelor Business & Property (UWS) AAPI, AAVI, CPP, CPV LREA Licence No. 856951 Registered Valuer No. VAL019295	Qualifications/Registration: Associate Diploma in Valuation AAPI, AAVI, CPV, LREA, Strata & Business Agent Licence No. 271482 Registered Valuer No. VAL033848
Phone: 1300 679 825 Mobile: 0416 006 800 Email: james@nswvaluationservices.com.au Address: PO Box 832, Southgate Sylvania NSW 2224	Phone: 1300 679 825 Mobile: 0409 074 100 Email: tony.montone@nswvaluationservices.com.au Address: PO Box 832, Southgate Sylvania NSW 2224

THE LAND	
Property Identification	The property has been identified by reference to Street Address.
Zoning Effect	A mix of residential developments and residential dwellings is a permitted use
Neighbourhood	Located in a residential area with mixed age and mixed quality uses surrounding including heritage listed properties and conservation areas. Positive features include schools, local shopping, group shopping centre, bus services, parks and recreational facilities.
Services	Electricity, reticulated water, sewerage and telephone.

CONSTRUCTION DETAILS	Description
External Walls	Rendered Concrete
Floors	Concrete
Common Floor Coverings	Multiple Surfaces
Roof Type	Flat
Roofing Material	Metal

COMMON AMENITIES AND FEATURES	Yes	No
Pool	-	No
Sauna	-	No
Spa	-	No
Gym	-	No
Water Feature	-	No
Jetty/Marina	-	No
Playgrounds	-	No
Security Keypad	Yes	-

COMMON FIRE PROTECTION EQUIPMENT & SERVICES	Yes	No
Sprinklered System	-	Not Seen
Smoke Detectors	Yes	-
Fire Exist Signs	Yes	-
Emergency Lighting	Yes	-
Hose Reels	Yes	-
Fire Hydrants	Yes	-
Fire Extinguishers	Yes	-
Annual Fire Statement	Yes	-
Fire Control Panel	Yes	-

REPLACEMENT VALUE RATIONALE

Adopted Rates from Rawlinson's Australian Construction Handbook 2020 & BMT Quantitative Surveyors 2020 Construction Table

ITEM	ADOPTED RATE APPLIED (SYDNEY) INCLUDING GST	DESCRIPTION (Based on Rawlinson's Australian Construction Handbook 2020 & BMT Quantitative Surveyors 2020 Construction Table)
Five-Level Apartment Complex (Residential Core Building)	\$3,035/m ²	High standard of finish according to Rawlinson's and BMT Quantitative Surveyors
Ground Floor Retail Lots	\$2,150/m ²	High standard of finish according to Rawlinson's and BMT Quantitative Surveyors
Basement Parking Level	\$1,450/m ²	High standard of finish according to Rawlinson's and BMT Quantitative Surveyors
Passenger Lift x 1	\$215,000/Lift (Capital Cost)	High standard of finish according to Rawlinson's and BMT Quantitative Surveyors
Concrete Driveways & Pathways, Fencing & Landscaping	\$350/m ²	High standard of finish according to Rawlinson's and BMT Quantitative Surveyors

NOTE: The above table is an estimate on construction costs obtained from independent parties for the sole purpose of estimating the replacement value of the improvements on the land of the subject property and it is not to be construed as a quantitative surveyor's report (as the Valuer is not qualified for such skill set and nor has the Valuer been asked to provide such detail).

RATIONALE & METHODOLOGY	
For the purpose of this report, the following calculations were adopted:	
Total Value for Replacement of Five-Level Apartment Complex (Residential Core Building) Estimated Total Building Area of 4,008m ² @ \$3,035/m ² (Incl. GST)	\$12,164,280
Total Value for Replacement of Ground Floor Retail Lots Estimated Total Area of 824m ² @ \$2,150/m ² (Incl. GST)	\$1,771,600
Total Value for Replacement of Basement Parking Levels Estimated Total Area 1,820m ² @ \$1,450/m ² (Incl. GST)	\$2,639,000
Total Value for Replacement of Passenger Lift x 1 Estimated Total Capital Cost @ \$215,000/Lift (Incl. GST)	\$215,000
Total Value for Replacement of Concrete Driveways & Pathways, Fencing & Landscaping Estimated Total Area of 536m ² @ \$350/m ² (Incl. GST)	\$187,600
SUB TOTAL	\$16,977,480
Removal of Debris Adopted Percentage 12% of the Sub-Total (Incl. GST)	\$2,037,298
Professional Fees Adopted Percentage of 6% of the Sub-Total (Incl. GST)	\$1,018,649
NEW SUB TOTAL	\$20,033,426
Price Escalation Estimated rise in the above items over an approximate construction timeframe of thirty-six (36) months at an Adopted Percentage 12% of the New Sub-Total	\$2,404,011
TOTAL VALUATION	\$22,437,438
TOTAL VALUATION (ROUNDING OFF)	\$22,438,000

OPTIONAL COVERS	
Emergency Accommodation and Loss of Rent and Emergency Clothing adopted percentage of 15% of the Total Valuation	\$3,365,700
Building Catastrophe/Escalation in Costs due to materials/labour shortages adopted percentage of 15% of the Total Valuation	\$3,365,700
Other insurances required under the Legislation by the Owners Corporation are advised as follows:	
<ol style="list-style-type: none"> 1. Public Liability minimum value of \$20,000,000 2. Workers Compensation – required as Unlimited NSW Common Law 	
<p>Note: The above calculations/assessment is made on the basis that the buildings maybe replaced, which involves the construction of buildings having the same functional use and of the same usable area as the old buildings but built in the modern idiom and of necessity, conforming to Regulations and By-Laws which may have been adopted since the construction of the original buildings.</p>	

VALUERS COSTING REFERENCE

Property Valuers must use a reference source for obtaining up to date building costing information. We have found Rawlinson's Australian Construction Handbook (RACH) & BMT Quantitative Surveyors 2020 Construction Guide (BMT) to be the best reference sources. We have relied on and based my assessment on this construction costing information prepared by Rawlinson's contained within the RACH and BMT.

This is edited by Rawlinson's Construction Cost Consultants and Quantity Surveyors & BMT Quantitative Surveyors 2020 Construction Guide and is updated quarterly. RACH and BMT have both achieved a reputation as the leading authority on the various aspects of construction cost in Australia.

All reputable Property Valuers and Quantity Surveyors have cause to refer to the RACH and BMT. This text is used by those involved in the various disciplines of the construction industry and is recognized as an authoritative text in the Courts for cases relating to disputes regarding construction cost. It is for this reason we rely on RACH and BMT costing sources.

Our assessment must be premised on the understanding that the client accepts RACH and BMT as the building costing investigation source for the Valuer to determine various building rates (on a square metre basis).

This report should not be relied on if the client fails to accept that the basis for the building rates applied must come from a source and that the Valuer in this instance, has used and relied on RACH and BMT.

Whilst common sense would also confirm that specific typical building rates provided do not fit all building types, adjustment must be made for such factors as sloping sites, ground conditions, unusual shape and other design considerations.

While we believe in the use of this source, we cannot accept any responsibility for errors in the source provider. This assessment does not cover a catastrophe event (for example, an earthquake) where large numbers of other property also require replacement causing the cost of replacement to increase due to localised high demand pushing up the cost of labour and building materials which may be in low supply.

INSURANCE VALUATION DISCLAIMERS

This insurance valuation report has adopted a series of calculations contained in the Rationale and Methodology section on page 5 with reference to the following standard terms and conditions;

- An allowance has been made for the complete cost of the removal and disposal of all debris. Further costs could be incurred should intractable waste or material is encountered such as but not limited to, asbestos, lead dust, lead paint, deteriorated fiberglass insulation, cement and lime dust.
- An allowance has been made for professional fees that would typically be incurred in the construction or the replacement of the building including but not limited to architects, engineers, town planner, surveyors and lawyers etc. Also, all costs associated with termination of existing schemes and authorisation of new plans.
- The insurance valuation report includes an allowance for the replacement of fixtures and improvements of a Lot Owner based on a standard insurance policy limit of \$250,000. If the limit is exceeded, the Lot Owner has an obligation to inform the Owners Corporation of the extent of the renovations. Failure to properly disclose any upgrades or renovations that exceed the policy limit amount for Lot Owners fixtures and improvements, could potentially be in breach of the insurance policy and could possibly be excluded from an insurance claim.
- In the situation of heritage or conservation classified properties further costs may be incurred to the replacement value adopted in this report for rebuilding or replacing of part or all of the improvements on the land including the procurement of specialised building materials, products, builders, professional services and tradespersons subject to the insurer's assessment.
- All insurance valuation reports must comply with Part 6, Section 39 of the Strata Schemes Management Regulation 2016 which states that a minimum period of 24 months must be applied for any rebuild or replacement calculations however in some circumstances greater periods may apply.
- A provision of 15% of the replacement value has been shown in the report as an optional cover for possible escalation in costs due to materials and or labor shortages which may occur in the event of a major catastrophe occurring in Australia.
- The insurance valuation report includes Goods and Services Tax (GST) at the current rate of 10%.
- The insurance valuation report includes a provision for price escalation over an approximate construction timeframe until completion
- We are unaware of the impact to building materials and supply thereof due to the COVID-19 Virus outbreak since 1st March 2020 whilst there are lockdowns in place across the country there may be a decrease in the supply of building materials in the short to medium term which could show a higher price than normal.

MARKET MOVEMENT COMMENTS

(OBTAINED FROM NAB BANK'S QUARTERLY AUSTRALIAN RESIDENTIAL PROPERTY SURVEY: Q4 2019)

NAB RESIDENTIAL PROPERTY SURVEY Q4-2019

NAB RESIDENTIAL PROPERTY INDEX RISES TO A NEAR 6-YEAR HIGH AND IS NOW POSITIVE IN ALL STATES. CONFIDENCE ALSO LIFTS, LARGELY SUPPORTED BY A BRIGHTER OUTLOOK FOR PRICES. FHBS EMERGE AS KEY PLAYERS IN THE MARKET AS FOREIGN BUYING ACTIVITY REMAINS SUBDUED.



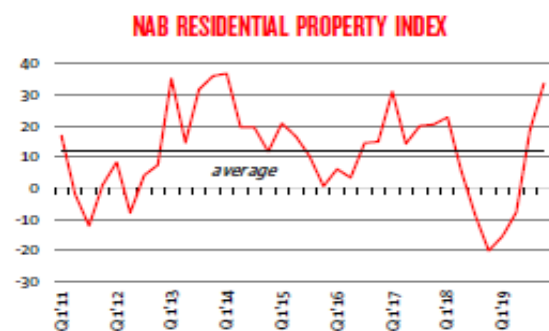
NAB Behavioural & Industry Economics

Embargoed until: 11.30am 31 January 2020

The Australian housing market ended 2019 on a firm footing, with **NAB's Residential Property Index** climbing to its highest level in nearly 6 years. The Index rose a further 16 points to +34 after moving into positive territory in Q3 for the first time since mid-2018. Stronger sentiment was supported by rebounding dwelling values in the last 3 months of the year, and was positive in all states for the first time since early-2018. Sentiment was highest in VIC, but improved most in NSW. Confidence also lifted further, particularly in WA suggesting the local market could be emerging from its long downturn. The survey expectation is for price growth to accelerate in all states in 2020-2021, led by NSW and VIC. Property professionals also see price growth overtaking rents for the first time in 2 years, suggesting yields will compress in the future. With mortgage rates falling and the new First Home Buyers Loan Deposit Scheme taking effect from January 2020, FHBs dominated sales in new housing markets and increased their market share in established markets. Foreign buying activity was again relatively subdued. Tight credit remains the biggest constraint on new housing development, and access to credit the biggest impediment for buyers of existing property, but property professionals indicated their impact on the market was less severe in Q4.

NAB's view is that while prices have rebounded more strongly than expected in the second half of 2019, dwelling price growth will slow in an underlying sense in 2020 and 2021 in Sydney and Melbourne. Outcomes for the other capitals are likely to be more mixed, driven by state specific factors. Overall, we expect nationwide dwelling prices to rise by around 4% in 2020 before growth slows to around 2½% in 2021. Low interest rates are expected to continue to provide support, as is the low level of unemployment and still healthy population growth in Sydney and Melbourne, however affordability constraints will arise as prices reach their previous peak.

VIEW FROM PROPERTY EXPERTS



RESIDENTIAL PROPERTY INDEX BY STATE

	Q3'19	Q4'19	Next 1yr	Next 2yrs
VIC	40	47	65	59
NSW	2	31	53	57
QLD	29	30	47	57
SA/NT	24	21	50	65
WA	-8	16	56	78
AUST	18	34	54	60

VIEW FROM NAB ECONOMICS

NAB HEDONIC HOUSE PRICE FORECASTS (%)*

	2018	2019	2020f	2021f
Sydney	-10.0	6.1	7.4	3.7
Melbourne	-9.1	4.6	7.4	3.7
Brisbane	0.4	0.4	1.2	1.2
Adelaide	1.3	-0.3	-0.8	1.2
Perth	-4.3	-6.7	-1.1	0.0
Hobart	8.3	4.0	1.8	1.8
Cap City Avg	-6.7	2.9	4.1	2.7

NAB HEDONIC UNIT PRICE FORECASTS (%)*

	2018	2019	2020f	2021f
Sydney	-6.3	3.4	4.9	2.4
Melbourne	-2.3	6.5	7.4	3.7
Brisbane	-0.7	0.1	-0.8	0.6
Adelaide	1.7	0.5	-1.2	1.2
Perth	-6.5	-7.2	-1.5	0.0
Hobart	10.2	3.9	1.2	1.2
Cap City Avg	-4.3	3.4	4.5	2.4

*percentage changes represent through the year growth to Q4
SOURCE: CoreLogic, NAB Economics

VALUERS DISCLAIMERS & QUALIFICATIONS

This valuation report is for the full replacement of the building for insurance purposes and was compiled on the specific instructions of **Hannah Walker** of **Bright & Duggan Strata Management** on behalf of the **Owners Corporation SP 76171**. This report should not be relied upon by anyone other than the aforementioned person/s, strata management company, insurer or Owners Corporation for insurance purposes or otherwise.

NSW Strata Valuation Services accept no responsibility to third parties nor does it contemplate that this report will be relied upon by third parties. We invite other parties who may come into possession of this report to seek our written consent to them relying upon this report and we reserve the right to review the contents in the event that our consent is sought.

This valuation is current as at the date of valuation only. The value assessed herein may change significantly and unexpectedly over a short time period. Therefore, we do not accept liability for losses made from arising from such subsequent changes in value. Without limiting the generality of the above, we do not assume responsibility or assume any liability in circumstances where this valuation is relied upon after the expiration of three months from the date of valuation.

This valuation represents our opinion of value at the date of valuation. It must be recognised that the real estate market fluctuates with internal and external influences and this valuation should therefore be reviewed at regular intervals. Neither the whole nor any part of this valuation report nor any reference thereto, maybe included in any published document, circular or statement, or published in any way without my written approval of the form and context in which it may appear.

This valuation is undertaken on the assumption that the property is not contaminated. If the property is found to be contaminated, this valuation may require revision. We hereby certify that the Valuer and the valuation firm does not have any direct, indirect or financial interest in the property or clients described herein that would conflict with the proper valuation of the property.

Underwriters will not indemnify the Insured in respect of valuations carried out by the Insured where the valuation is assigned to a third party without the specific written consent of the Valuer and in accordance with the other conditions of this Endorsement. No indemnity will be granted under any circumstances for any assigned valuation older than 90 days (3 months).

This valuation report does not purport to be a site or structural survey of the land or improvements thereon, and any advice provided is not given in the capacity as an expert. Floor areas within this report have been calculated from our own measurements and are approximate only. Our valuation is on the basis the property is input taxed and free of GST.

We are not privy to the financial circumstance of the current owner(s) nor previous transactions upon the property which may impact upon the status of the property in relation to GST. Should the property not qualify as GST free, our assessment is inclusive of GST. A title search of the property has not been carried out by NSW Strata Valuation Services Pty Ltd and the title particulars contained within its report have been provided by others and not verified as correct.

This valuation is therefore subject to a full title search to verify and confirm these details and ensure that the subject property is free of any encumbrances or other defects which might affect the value. It should be noted that we have not sighted any town planning approvals for the subject property. Our valuation is based on the assumption that all of the improvements have been fully approved by the Council.

PHOTOS OF STRATA PLAN 76171

11-13 Oaks Avenue, Dee Why NSW 2099



View of street frontage



View of shops at street frontage



View of entrance to Residential and commercial units



View of lift and commercial suite at ground level



View of entrance to Basement and Loading Dock



Aerial view of property

Fire Safety Statement

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



Please note:

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

Section 1: Type of statement

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

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

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

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

11 – 13 OAKS AVENUE, DEE WHY NSW 2099

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

SP 76171

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

RESIDENTIAL BUILDING, 4 STOREYS ABOVE GROUND & 2 STOREYS BELOW GROUND.

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

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

The Owners Corp SP76171 c/- Bright & Duggan Pty Ltd

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

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

37-43 Alexander Street CROWS NEST 2065

Section 4: Fire safety measures

Fire safety measure	Minimum standard of performance	Date(s) assessed	APFS *
ACCESS PANELS, DOORS, AND HOPPERS	BCA CLAUSE C3.13 & AS 1530.4 - 2005	27/04/2023	F059475A
AUTOMATIC FIRE DETECTION AND ALARM SYSTEMS	BCA SPEC E2.2A & AS 1670 - 2004	27/04/2023	F059475A
AUTOMATIC FAIL-SAFE DEVICES	BCA CLAUSE D2.21	27/04/2023	F059475A
EMERGENCY LIFTS	BCA CLAUSE E3.4 & AS 1735.2 - 2001	27/04/2023	F039764A
EMERGENCY LIGHTING	BCA CLAUSE E4.4 & AS 2293.1 - 2005	27/04/2023	F059475A
EXIT SIGNS	BCA CLAUSES E4.5 E4.6 & E4.8 AND AS/NZS 2293.1 - 2005	27/04/2023	F059475A
FIRE ATTENUATION SCREENS	BCA C3.4 & FIRE SAFETY REPORT BY FIRE MODELLING & COMPUTING NO. DL-9 DATED NOV 2005	27/04/2023	F039764A
FIRE DAMPERS	BCA CLAUSE C3.15, AS 1668.1 - 1998 & AS 1682 1 & 2 - 1991	Measure Not Onsite	

Fire Safety Statement

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



FIRE DOORS	BCA CLAUSE C3.2, C3.4, C3.5, C3.6 & C3.7 AND AS 1905.1 - 2005	27/04/2023	F059475A
FIRE HOSE REELS	BCA CLAUSE E1.4 & AS 2441 - 2005	27/04/2023	F059475A
FIRE HYDRANT SYSTEMS	CLAUSE E1.3 & AS 2419.1 - 2005	27/04/2023	F059475A
FIRE SEALS	BCA CLAUSE C3.15 & AS 1530.4 - 2005	27/04/2023	F039764A
FIRE SAFETY ENGINEERING	FIRE SAFETY REPORT BY FIRE MODELLING & COMPUTING NO. DL-9 DATED NOV 2005	27/04/2023	F039764A
FIRE WINDOWS	BCA SPEC C3.4	27/04/2023	F059475A
LIGHTWEIGHT CONSTRUCTION	BCA CLAUSE C1.8	27/04/2023	F059475A
PORTABLE FIRE EXTINGUISHERS	BCA CLAUSE E1.6 & AS 2444 - 2001	27/04/2023	F059475A
SLIDING FIRE DOOR	BCA C3.6 AND FIRE SAFETY REPORT BY FIRE MODELLING & COMPUTING NO. DL-9 DATED NOV 2005	27/04/2023	F039764A
SMOKE AND/OR HEAT ALARM SYSTEMS	BCA SPEC E2.2A & AS 3786 - 1993	27/04/2023	F059475A
WARNING AND OPERATIONAL SIGNS	SECTION 183 OF THE EP & A REGULATIONS 2000, AS 1905.1 - 1997 BCA CLAUSE C3.6 D2.23, E3.3 & H101.8	27/04/2023	F059475A

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

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

Part of the building inspected	Date(s) inspected	APFS *
PATHS OF TRAVEL - SECTION D BCA ENVIRONMENTAL PLANNING & ASSESSMENT REGULATIONS 2000 CLAUSE 186	27/04/2023	F059475A

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

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

Full name (Given Name/s and Family Name)	Address	Phone	APFS*	Signature
MATHEWS ABRAHAM	MATHEWSA@REDADAIR.COM.AU	0468493821	F059475A	
JAMES DONEGAN	JAMESD@REDADAIR.COM.AU	0402530702	F039764A	

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

Fire Safety Statement



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

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

Full name (Given Name/s and Family Name)

Christopher Duggan

Organisation (if applicable)

Bright and Duggan Strata Management

Title/Position (if applicable)

Executive Chairman

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

37-43 Alexander Street CROWS NEST 2065

Phone

02 9902 7100

Email

compliance@bright-duggan.com.au

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

Section 8: Annual fire safety statement declaration

I, Christopher Duggan

(insert full name) being the: owner owner's agent

declare that:

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

Owner/Agent Signature

Date issued

21/07/2023

Section 9: Supplementary fire safety statement declaration

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

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

Owner/Agent Signature

Date issued

Note:

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

SITE ADDRESS: 11 – 13 OAK AVENUE, DEE WHY NSW 2099

FIRE SAFETY SCHEDULE

ESSENTIAL FIRE SAFETY MEASURES	MINIMUM PERFORMANCE OF STANDARDS
ACCESS PANELS, DOORS, AND HOPPERS	BCA CLAUSE C3.13 & AS 1530.4 - 2005
AUTOMATIC FIRE DETECTION AND ALARM SYSTEMS	BCA SPEC E2.2A & AS 1670 - 2004
AUTOMATIC FAIL-SAFE DEVICES	BCA CLAUSE D2.21
EMERGENCY LIFTS	BCA CLAUSE E3.4 & AS 1735.2 - 2001
EMERGENCY LIGHTING	BCA CLAUSE E4.4 & AS 2293.1 - 2005
EXIT SIGNS	BCA CLAUSES E4.5 E4.6 & E4.8 AND AS/NZS 2293.1 - 2005
FIRE ATTENUATION SCREENS	BCA C3.4 & FIRE SAFETY REPORT BY FIRE MODELLING & COMPUTING NO. DL-9 DATED NOV 2005
FIRE DAMPERS	BCA CLAUSE C3.15, AS 1668.1 - 1998 & AS 1682 1 & 2 - 1991
FIRE DOORS	BCA CLAUSE C3.2, C3.4, C3.5, C3.6 & C3.7 AND AS 1905.1 - 2005
FIRE HOSE REELS	BCA CLAUSE E1.4 & AS 2441 - 2005
FIRE HYDRANT SYSTEMS	CLAUSE E1.3 & AS 2419.1 - 2005
FIRE SEALS	BCA CLAUSE C3.15 & AS 1530.4 - 2005
FIRE SAFETY ENGINEERING	FIRE SAFETY REPORT BY FIRE MODELLING & COMPUTING NO. DL-9 DATED NOV 2005
FIRE WINDOWS	BCA SPEC C3.4
LIGHTWEIGHT CONSTRUCTION	BCA CLAUSE C1.8
PORTABLE FIRE EXTINGUISHERS	BCA CLAUSE E1.6 & AS 2444 - 2001
SLIDING FIRE DOOR	BCA C3.6 AND FIRE SAFETY REPORT BY FIRE MODELLING & COMPUTING NO. DL-9 DATED NOV 2005
SMOKE AND/OR HEAT ALARM SYSTEMS	BCA SPEC E2.2A & AS 3786 - 1993
WARNING AND OPERATIONAL SIGNS	SECTION 183 OF THE EP & A REGULATIONS 2000, AS 1905.1 - 1997 BCA CLAUSE C3.6 D2.23, E3.3 & H101.8

Please note:

The following information has been provided to help building owners complete the fire safety statement template and does not comprise part of the form. The following pages do not have to be displayed in the building and need not be submitted to the local council and the Commissioner of Fire and Rescue NSW.

General

- Please print in CAPITAL LETTERS and complete all relevant sections in full.
- A reference to 'the Regulation' is a reference to the *Environmental Planning and Assessment (Development Certification and Fire Safety) Regulation 2021*.
- An 'APFS' is an accredited practitioner (fire safety) as defined in the Dictionary in the Regulation.
- The completed fire safety statement form must be submitted to both the local council and Fire and Rescue NSW.
- Please contact your local council for further information about how to submit the completed statement.
- Completed statements need to be emailed to Fire and Rescue NSW at afss@fire.nsw.gov.au. For further information about this process, please visit the 'Lodge a fire safety statement' page at www.fire.nsw.gov.au.
- As soon as practicable after issuing the fire safety statement, the building owner must ensure a copy (together with a copy of the current fire safety schedule) is displayed in a prominent location within the building.
- Further information about building fire safety is available on the 'Fire safety in buildings' page of the Department's website at www.planning.nsw.gov.au.

Section 1: Type of statement

- Mark the applicable box to identify if the statement being issued is an annual fire safety statement or a supplementary fire safety statement.
- An annual fire safety statement is issued under Part 12 of the Regulation and relates to each essential fire safety measure that applies to the building.
- A supplementary fire safety statement is issued under Part 12 of the Regulation and relates to each critical fire safety measure that applies to the building.

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

- Mark the applicable box to identify whether the statement relates to the whole building or part of the building.
- In addition to the address and other property identifiers, a brief description of the building or part is to be provided. This could include the use(s) of the building (e.g. retail, offices, residential, assembly, carparking), number of storeys (above and/or below ground), construction type or other relevant information.
- If the description relates to part of a building, the location of the part should be included in the description.

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

- Provide the name and address of each owner of the building or part of the building.
- The owner of the building or part of the building could include individuals, a company, or an owner's corporation.

Section 4: Fire safety measures

- The purpose of this section is to identify all of the fire safety measures that apply to a building or part of a building.
- The statutory fire safety measures are listed in section 79 of the Regulation.
- Fire safety measures include both essential fire safety measures and critical fire safety measures. They include items such as portable fire extinguishers, fire hydrants, fire sprinklers, fire detection and alarm systems and lightweight construction.
- Essential fire safety measures are those fire safety measures which are assessed on an annual basis, while critical fire safety measures are those which are required to be assessed at more regular intervals (as detailed on the fire safety schedule). These terms are defined in the Dictionary in the Regulation.
- For annual fire safety statements, the table in section 4 must list each of the essential fire safety measures that apply to the building or part of the building and the relevant standard of performance. The date(s) on which these measures were assessed and inspected must be within the 3 months prior to the date the annual fire safety statement is issued.

- For supplementary fire safety statements, the table in section 4 must list each of the relevant critical fire safety measures that apply to the building or part and the relevant standard of performance. The date(s) on which these measures were assessed and inspected must be within 1 month prior to the date the supplementary fire safety statement is issued.
- The accreditation number of the APFS who assessed a fire safety measure listed in section 4 must be nominated against the relevant measure(s) in the column titled 'APFS'. If the APFS is not required to hold accreditation, the name of the APFS must be listed. Further information relating to the accreditation of practitioners is provided at section 6.

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

- This section applies only to an annual fire safety statement.
- The purpose of this section is to identify that an APFS has inspected the fire safety notices, fire exits, fire exit doors and the paths of travel to fire exits in the building or part of the building and found there has been no breach of Part 15 of the Regulation.
- The table in section 5 must detail the parts of the building that were inspected. The date(s) of the inspection(s) must be within the 3 months prior to the date the annual fire safety statement is issued.
- The accreditation number of the APFS who inspected the whole or part of the building listed in section 5 must be nominated against the relevant part in the column titled 'APFS'. Further information relating to the accreditation of practitioners is provided at section 6.

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

- An APFS is a person engaged by the building owner(s) to undertake the assessment of fire safety measures in section 4 and the inspection of the buildings exit systems in section 5 (for an annual fire safety statement).
- The purpose of this section is to record the name, address and contact details of each APFS who assessed a fire safety measure listed in section 4 or inspected the building or part of the building as specified in section 5.
- Each APFS listed in the table must also sign the fire safety statement. Alternatively, an APFS could provide the building owner or agent with a separate signed document to indicate their assessment of the fire safety measure/s and the relevant standard of performance. In addition, where the relevant practitioner that inspected the matters in section 5 did not sign the fire safety statement, they would need to address section 5 in a separately signed document.
- A building owner must select an APFS from a register of practitioners accredited under an approved industry accreditation scheme. The accreditation number of each relevant APFS must be listed on the form.
- If the building owner has determined the competence of a person to act as a APFS because the Commissioner for Fair Trading is satisfied there are no practitioners accredited under an industry approved accreditation scheme to assess a specific fire safety measure and has authorised the owner to do so, there is no requirement to include an accreditation number on the form.
- Further information about the approved industry accreditation schemes can be found on the 'Fire safety practitioners' page of the NSW Fair Trading website at www.fairtrading.nsw.gov.au.

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

- The purpose of this section of the form is to detail the name, address and contact details of the person who is making the required declaration i.e., the person who completes and signs section 8 or section 9 of the form. This could be the owner(s) of the building or a nominated agent of the owner(s).
- Where a person makes the required declaration on behalf of an organisation (as the owner of the building), the name of the organisation and the title/position of the person must be provided. The person making the required declaration as a representative of the organisation must have the appropriate authority to do so.
- Where a person makes the required declaration on behalf of the owner(s) (as the owner's agent), this person must have the appropriate authority from the building owner(s) to undertake this function.
- In the case of a building with multiple owners, one owner may make the required declaration, however each of the other owners must authorise that owner to act as their agent.
- The person making the required declaration must not be an APFS who is listed in section 6 or their employer/employee or direct associate. This recognises the different roles and responsibilities for building owner(s) and the APFS in the fire safety statement process. This is important because the Regulation makes building owners responsible for declaring that fire safety measures have been assessed and the building inspected (for the purposes of section 5) by an APFS. This ensures that building owners, who are ultimately responsible, remain engaged in the fire safety statement process.

- In addition, only the building owner(s) can determine that a person is competent to perform the fire safety assessment functions where there is no person who holds accreditation.

Section 8: Annual fire safety statement declaration

- The person completing this section is the person who is making the required declaration for the annual fire safety statement in accordance with section 88 of the Regulation and is the same person as detailed in section 7. The person making this required declaration must identify if they are the owner or the owner's agent.
- **In making the required declaration, the building owner or agent is not declaring that each fire safety measure meets the minimum standard of performance, but rather that each fire safety measure has been assessed, and was found by an APFS to be capable of performing to that standard, as listed in section 4. In performing this function, the building owner or owner's agent could obtain documentation from each APFS to verify that the standard of performance has been met, prior to completing the form.**
- The person who makes the required declaration by completing section 8 or section 9 of the form must not be an APFS who was involved in the assessment of any of the fire safety measures, or inspection of the building for the purposes of the statement, or their employer/employee or direct associate. This is to ensure that building owners, who are ultimately responsible, remain engaged in the fire safety statement process.

Section 9: Supplementary fire safety declaration

- The person completing this section is the person who is making the required declaration for the supplementary fire safety statement in accordance with section 90 of the Regulation and is the same person as detailed in section 7. The person making this required declaration must identify if they are the owner or the owner's agent.
- The information provided above in relation to section 8 on what the owner is declaring also applies to a supplementary fire safety statement.

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26th June 2023

Site: 11 - 13 Oaks Avenue, Dee Why NSW 2099

Reference: Inaccurate Fire Safety Schedule

To whom it may concern,

Redmen Fire Protection Management were recently tasked to audit 11 - 13 Oaks Avenue, Dee Why NSW 2099 for the purpose of attaining the Annual Fire Safety Statement.

According to the provided Fire Safety Schedule attached to the Council's Reminder letter, the following Essential Fire Safety measure were listed:

FIRE DAMPERS >BCA CLAUSE C3.15, AS 1668.1 - 1998 & AS 1682 1 & 2 - 1991

The sites preferred provider Waratah Air attended the site recently and provided this observation.

A passive inspection could not locate any dampers installed. Inspected ground floor bathrooms and couldn't see dampers installed behind the blades nor is their access to inspect into the roof. Therefore 0 fire dampers is assumed to be the total number. A fire matrix or equipment schedule will supersede this assumption and is recommended to be supplied to Waratah AC if it can be obtained. Cannot determine if locations that may contain or should contain a fire damper without documentation or knowledge of the fire compartments in the building.

I have included in this letter this report. We believe that this discrepancy is likely due to an administrative error. Therefore, we recommend that the Council updates the Fire Safety Schedule by removing the Fire Dampers measure for this property.

Kind Regards,

Mathews Abraham
Accredited Practitioner for Fire Safety
F059475A

Client: Redmen	Date: 6.06.2023
Job Name: 11-13 Oakes Ave Dee Why	Job No. 99024
System: Mechanical and Fire Dampers	Tested by: RF & JS
Fire Co: Redmen	Pages: 2
Other:	

SITE DETAILS

Site consists of:

- Ground floor commercial tenancies
- 4 residential levels above ground
- 2 x basement carpark levels below ground
- No FIP installed on site
- No mechanical board located



Complex



Main internal entry



Residential level



Exhaust Fan

WORKS CARRIED OUT

- Access keys provided only gain access into the main switch room via the abloy key, not to any levels or through any other common area doors
- Used extension ladder to inspect exhaust fans discharging into the drive way from the garbage room and opposite room that's not accessible with the provided keys.

- A passive inspection could not locate any dampers installed. Inspected ground floor bathrooms and couldn't see dampers installed behind the blades nor is their access to inspect into the roof. Therefore 0 fire dampers is assumed to be the total number. A fire matrix or equipment schedule will supersede this assumption and is recommended to be supplied to Waratah AC if it can be obtained. Cannot determine if locations that may contain or should contain a fire damper without documentation or knowledge of the fire compartments in the building.

ESSENTIAL REPAIRS

- Nil identified at the time of testing

RECOMMENDATIONS

- Recommended maintenance, 6 monthly for mechanical plant as recommended in AS1851-2012

Disclaimer: Information and data contained in this report have been prepared in good faith utilising visual, non-destructive investigation practices. Due to access limitations, or impediment by other services, selected assumptions are implemented to complete this report; therefore Waratah Airconditioning Services P/L cannot guarantee or warrant the accuracy, reliability or completeness. Waratah Airconditioning Services will not be liable for any indirect or consequential loss, damage, cost or expense incurred or arising by reason of any person using or relying on information in this report.



11-13 Oaks Ave, Dee Why NSW 2099

Strata Plan 76174

Date of Report: 26th March 2021

Date of Inspection 26th March 2021

CAPITAL WORKS FUND FORECAST REPORT

Report for
The Owners Corporation
Strata Plan 76174

Instructed by
Bright & Duggan Strata Management
PO Box 281
Crows Nest NSW 1585

Prepared by
NSW Strata Valuation Services Pty Ltd
P.O. Box 832,
Southgate Sylvania NSW 2224
Telephone: 1300 679 825
ABN: 376 130 524 76

Property Valuers and Consultants

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EXECUTIVE SUMMARY

Purpose and use of Capital Works Fund

The purpose of this report is intended to provide a Capital Works Fund for the Owners Corporation to allow sufficient monetary reserves for the long-term maintenance and repair of the building as well as replacement of common property items in accordance with the requirements set out in the NSW Strata Schemes Management Act 2015.

The aim is to ensure that the sinking fund levies indicated will provide the Owners Corporation sufficient information to better plan their finances to minimize the future risk of insufficient funds on expensive repairs to the property. This report shall not be used by any other party or for any other purpose whatsoever. This is not a structural report nor does it identify any building or design defects. Any expenditure required either directly or indirectly in structural, building or design defects are not covered by this report, nor is any expenditure resulting in accidental damage.

Information used

The annual funding requirement for items indicated within this report has been estimated in line with the standard requirements for a building of this nature. We have based our estimates upon, in part, on the following information:

- ✚ Address of Property: **11-13 Oaks Ave, Dee Why NSW 2099**
- ✚ Strata Plan No: **76174**
- ✚ Date of Registration: **20/12/2005**
- ✚ Strata Management Company: **Bright & Duggan**
- ✚ Strata Manager: **Hannah Walker**
- ✚ Date of Property Inspection: **26th March 2021**
- ✚ Aggregate Unit Entitlement: **10,000**
- ✚ Total number of lots as per Strata Plan: **38 Lots**
- ✚ Financial Year of Strata Plan: **1st Oct 2020 to 30th Sept 2021**
- ✚ Levy Quarters: **01/10/20, 01/01/21, 01/04/21 & 01/07/21**
- ✚ GST Status: **Registered**
- ✚ Annual Capital Works Fund Contribution: **\$25,282 (incl.GST)**
- ✚ Capital Works Fund Balance: **\$115,785**

Contingency

The contingency sum has been included to allow for unforeseen expenses that may arise during the life of this forecast.

Capital Works Fund Balance

The capital works fund balance used in this forecast is **\$115,785** as at the **30/09/2020** as provided by the strata manager.

Forecast Period

This report projects the likely levies within a ten-year period. The current legislation requires the forecast be reviewed every five years. However, we recommend that an annual review of the Capital Works Fund take place to incorporate any changes arising from extraordinary expenditure, inflation, local market factors and the general condition of building.

Administration Fund - Excluded

The cost of maintenance contract items are normally included within the administration fund, therefore they are excluded within Capital Works Funds.

These items include, but are not expressly limited to:

- Garden maintenance
- Cleaning
- Pest and termite control
- Testing of fire services
- Minor plumbing works

METHODOLOGY

The Capital Works Fund provides the necessary funding requirements to facilitate repair and where necessary replacement to the original standard of the property including common property items that are the responsibility of the Owners Corporation.

It covers expenditure of a capital or non-recurrent nature including periodic replacement of major capital items and other spending that may reasonably be met for capital. It does not include expenditure on capital improvements.

We have determined, as qualified Property Valuers, the expected life of the items indicated and the years until replacement to the best of our knowledge. No allowance has been made in respect to any potential change of use of the property or for obsolescence either functionally or technologically.

The following items (where applicable) have a life span similar to the building structure and have been excluded from this report, except as noted below:

- Electrical distribution gear and circuits
- Air conditioning ductwork and plant platforms
- Water, Fire & Gas mains supply pipe work and fittings
- Wall render - except minor repairs
- Concrete structures
- Site drainage - except major repairs
- Tiling - except major repairs

The figures within this report have been calculated using the estimated current replacement cost of each component and apportioning this cost over its projected remaining life and adding an average annual construction increase of 2.50% that is based upon the average rate of increase on the building price index over the past 10 years.

All construction costs within this report include for the allowance of GST at the rate of 10%.

CAPITAL WORKS FUND AVAILABLE FUNDS FLOW

The 'Capital Works Fund Cash Flow' table shows the total available funds over a ten-year period. It is calculated by deducting the forecast annual expenditure from the carried forward balance of the previous year's capital works fund budget (as applicable) and the budgeted annual contributions. The amounts indicated do not take into consideration interest and taxation. Please note that our report is based on a 10-year forecast period. The forecast takes into account the replacement and maintenance requirements of the building over a 10-year period.

Formula

Opening Balance + Total Sinking Fund Contributions + Interest – Estimated Expenditure = Closing Balance

Table 1 - Capital Works Fund Cash Flow

Life Years	Financial Year Ending	Opening Balance (Beginning of Year) (Incl.GST)	Total Levy Contribution Incl. 5.20% Inflation (Incl.GST)	Bank Interest at 2.50% P.A. (Incl.GST)	Estimated Expenditure (Incl.GST)	Closing Balance (End of Year) (Incl.GST)	Annual Levy Contribution per unit entitlement (Incl.GST)
0	Sep-21	\$134,090	\$25,282	\$3,352	\$48,401	\$115,785	\$2.53
1	Sep-22	\$115,785	\$50,125	\$2,895	\$73,646	\$95,159	\$5.01
2	Sep-23	\$95,159	\$52,732	\$2,379	\$77,277	\$72,992	\$5.27
3	Sep-24	\$72,992	\$55,474	\$1,825	\$81,487	\$48,803	\$5.55
4	Sep-25	\$48,803	\$58,358	\$1,220	\$85,274	\$23,108	\$5.84
5	Sep-26	\$23,108	\$105,115	\$578	\$104,444	\$24,356	\$10.51
6	Sep-27	\$24,356	\$110,581	\$609	\$93,441	\$42,105	\$11.06
7	Sep-28	\$42,105	\$116,331	\$1,053	\$97,842	\$61,647	\$11.63
8	Sep-29	\$61,647	\$122,380	\$1,541	\$102,470	\$83,099	\$12.24
9	Sep-30	\$83,099	\$128,744	\$2,077	\$107,336	\$106,584	\$12.87
10	Sep-31	\$106,584	\$135,439	\$2,665	\$131,592	\$113,096	\$13.54

ESTIMATED EXPENDITURE

Table 2 - Estimated Expenditure

Expenditure Item	Current Cost (Excl.GST)	Current Cost (Incl.GST)	Next Due	Estimated Remaining Asset Life (Years)	Estimated Asset Life (Years)	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
						To Sept 22	To Sept 23	To Sept 24	To Sept 25	To Sept 26	To Sept 27	To Sept 28	To Sept 29	To Sept 30	To Sept 31
1. Superstructure															
Repaint Building (External & Internal Areas) (Quantity: 1,716m ² @ \$250/m ² - Adopt 30% Replacement)	\$128,700	\$141,570	Oct-31	10	10	\$21,519	\$22,638	\$23,815	\$25,053	\$26,356	\$27,726	\$29,168	\$30,685	\$32,281	\$33,959
Scaffolding Allowance	\$21,250	\$23,375	Oct-31	10	10	\$3,553	\$3,738	\$3,932	\$4,137	\$4,352	\$4,578	\$4,816	\$5,066	\$5,330	\$5,607
2. Balconies Areas															
Repair/Replce Balcony Tiled Areas - Quantity Approx. 1,076m ² @ \$45/m ² - (Adopt 30% Replacement)	\$14,526	\$15,979	Oct-22	1	30	\$2,429	\$2,555	\$2,688	\$2,828	\$2,975	\$3,129	\$3,292	\$3,463	\$3,643	\$3,833
Replace Luminaries - Quantity approx 76 - \$250/luminary - (Adopt 30% Replacement)	\$5,700	\$6,270	Oct-22	1	10	\$953	\$1,003	\$1,055	\$1,110	\$1,167	\$1,228	\$1,292	\$1,359	\$1,430	\$1,504
Waterproofing of Balcony Areas - Quantity Approx. 1,076m ² @ \$155/m ² (Adopt 20% Replacement)	\$33,356	\$36,692	Oct-31	10	30	\$5,577	\$5,867	\$6,172	\$6,493	\$6,831	\$7,186	\$7,560	\$7,953	\$8,366	\$8,801
Repair/Replace Balcony Balustrades (Quantity: Approx. 89lm - allow \$450/lm) (Adopt 30% Replacement)	\$12,015	\$13,217	Oct-31	10	20	\$2,009	\$2,019	\$2,029	\$2,039	\$2,049	\$2,060	\$2,070	\$2,080	\$2,091	\$2,101
3. Common Property - Internal															
Replace/Repair Lobby Tiling - Quantity: 82m ² @ \$450/m ² (Adopt 30% Replacement)	\$11,070	\$12,177	Oct-31	10	20	\$1,851	\$1,947	\$1,957	\$1,967	\$1,977	\$1,986	\$1,996	\$2,006	\$2,016	\$2,026
Repair/Replace Foyer Glass Doors (Quantity: 2 Foyers)	\$6,300	\$6,930	Oct-31	10	10	\$1,053	\$1,059	\$1,064	\$1,069	\$1,075	\$1,080	\$1,085	\$1,091	\$1,096	\$1,102
Replace Luminaries Downlights - Quantity approx 50 - \$250/luminary - (Adopt 30% Replacement)	\$3,750	\$4,125	Oct-22	1	10	\$627	\$660	\$694	\$730	\$768	\$808	\$850	\$894	\$941	\$989
Repair/Replace Passenger Lifts - Quantity: 1 - allow \$9,000/Lift	\$9,000	\$9,900	May-20	5	30	\$1,505	\$1,583	\$1,665	\$1,752	\$1,843	\$1,939	\$2,040	\$2,146	\$2,257	\$2,375
Repair/Replace Lobby Wallpaper & Stone Feature	\$3,250	\$3,575	Oct-31	10	20	\$543	\$572	\$575	\$577	\$580	\$583	\$586	\$589	\$592	\$595
Replace/Repair Retail Common Toilets and Amenities	\$4,250	\$4,675	Oct-31	10	20	\$711	\$748	\$751	\$755	\$759	\$763	\$766	\$770	\$774	\$778
4. Common Property - External															
Replace/Repair Retail Area Tiling - Quantity: 30m ² @ \$450/m ² (Adopt 30% Replacement)	\$4,050	\$4,455	Oct-31	10	20	\$677	\$712	\$716	\$720	\$723	\$727	\$730	\$734	\$738	\$741
Replace/Repair Retail Area External Lighting - (\$350 each - Adopt 30% Replacement)	\$1,755	\$1,931	May-24	5	10					\$2,432					\$3,065
Replace/Repair Steel & Glass Front Awning (Quantity: 60m ² @ \$250/m ² - Adopt 30% Replacement)	\$4,500	\$4,950	Oct-31	10	20	\$752	\$792	\$833	\$876	\$922	\$969	\$1,020	\$1,073	\$1,129	\$1,187
Repair/Replace External Retail Shop Fronts - (Quantity: 25lm @ \$250/lm - Adopt 30% Replacement)	\$4,500	\$4,950	Oct-31	10	20	\$752	\$792	\$833	\$876	\$922	\$969	\$1,020	\$1,073	\$1,129	\$1,187

Expenditure Item	Current Cost (Excl.GST)	Current Cost (Incl.GST)	Next Due	Estimated Remaining Asset Life (Years)	Estimated Asset Life (Years)	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
						To Sept 22	To Sept 23	To Sept 24	To Sept 25	To Sept 26	To Sept 27	To Sept 28	To Sept 29	To Sept 30	To Sept 31
6. Basement Car Park															
Replace/Repair Garage Basement Door & Motor x 1	\$11,250	\$12,375	Oct-31	10	20	\$1,881	\$1,979	\$2,082	\$2,190	\$2,304	\$2,424	\$2,550	\$2,682	\$2,822	\$2,968
Repair/Replace Basement Mechanical Ventilation - (Adopt 30% Replacement)	\$9,250	\$10,175	Oct-31	10	20	\$1,547	\$1,627	\$1,712	\$1,801	\$1,894	\$1,993	\$2,096	\$2,205	\$2,320	\$2,441
Repair/Replace Stormwater Sump - (Adopt 30% Replacement)	\$6,900	\$7,590	Oct-31	10	20	\$1,154	\$1,214	\$1,277	\$1,343	\$1,413	\$1,486	\$1,564	\$1,645	\$1,731	\$1,821
Repaint Line Marking - Parking	\$4,655	\$5,121	May-24	5	10					\$6,452					\$8,129
Replace Garage Luminaries - Quantity 45 @ \$250/light - (Adopt 30% Replacement)	\$3,375	\$3,713	May-24	5	10					\$4,678					\$5,894
Replace Bollards (Quantity: 22 @ \$645 each - Adopt 30% Replacement)	\$4,257	\$4,683	Oct-31	10	20	\$712	\$715	\$719	\$723	\$726	\$730	\$733	\$737	\$741	\$744
7. Roof															
Replace Roof Antenna	\$2,200	\$2,420	Oct-31	10	30	\$368	\$387	\$407	\$428	\$451	\$474	\$499	\$525	\$552	\$580
Repair/Replace Roof Metal System including Waterproof	\$11,745	\$12,920	Oct-22	1	20	\$1,964	\$2,066	\$2,173	\$2,286	\$2,405	\$2,530	\$2,662	\$2,800	\$2,946	\$3,099
Replace Metal Roof Flashings - (Adopt 30% Replacement)	\$6,875	\$7,563	Oct-31	10	20	\$1,150	\$1,209	\$1,272	\$1,338	\$1,408	\$1,481	\$1,558	\$1,639	\$1,724	\$1,814
Clean Gutters and Downpipes	\$4,265	\$4,692	Oct-22	1	20	\$713	\$750	\$754	\$758	\$761	\$765	\$769	\$773	\$777	\$781
8. Essential Services															
Repair/Replace Smoke/Heat Detectors - \$250/item (Adopt 30% Replacement)	\$2,895	\$3,185	Oct-22	1	20	\$484	\$509	\$389	\$409	\$430	\$452	\$476	\$501	\$527	\$554
Repair/Replace Fire Extinguishers - \$200/item (Adopt 30% Replacement)	\$2,775	\$3,053	Oct-22	1	20	\$464	\$488	\$311	\$327	\$344	\$362	\$381	\$401	\$421	\$443
Repair/Replace Emergency Lighting - \$400/item (Adopt 30% Replacement)	\$3,895	\$4,285	Oct-22	1	20	\$651	\$685	\$622	\$654	\$688	\$724	\$762	\$801	\$843	\$887
Repair/Replace Exit Signs - \$350/item (Adopt 30% Replacement)	\$3,665	\$4,032	Oct-22	1	20	\$613	\$645	\$544	\$572	\$602	\$633	\$666	\$701	\$737	\$776
Repair/Replace Fire Luminaries - \$250/item (Adopt 30% Replacement)	\$3,745	\$4,120	Oct-22	1	20	\$626	\$659	\$389	\$409	\$430	\$452	\$476	\$501	\$527	\$554
Replace/Upgrade Fire Control Panel (Adopt 30% Replacement)	\$7,100	\$7,810	Oct-22	1	20	\$1,187	\$1,249	\$1,610	\$1,694	\$1,782	\$1,874	\$1,972	\$2,074	\$2,182	\$2,296
Repair/Replace Fire Hose Reels - \$1,650/item (Adopt 30% Replacement)	\$9,900	\$10,890	Oct-22	1	20	\$1,655	\$1,741	\$916	\$964	\$1,014	\$1,066	\$1,122	\$1,180	\$1,242	\$1,306
Repair/Replace Fire Hydrant - \$13,000/item (Adopt 30% Replacement)	\$5,965	\$6,562	Oct-22	1	20	\$997	\$1,049	\$2,443	\$2,570	\$2,703	\$2,844	\$2,992	\$3,147	\$3,311	\$3,483
Repair/Replace Fire Backup Deisel Motor - (Adopt 30% Replacement)	\$11,000	\$12,100	Oct-22	1	20	\$1,839	\$1,935	\$2,776	\$2,920	\$3,072	\$3,232	\$3,400	\$3,576	\$3,762	\$3,958
Maintain Fire Protection Systems	\$2,475	\$2,723	Oct-22	1	10	\$414	\$435	\$458	\$482	\$507	\$533	\$561	\$590	\$621	\$653

Expenditure Item Period	Current Cost (Excl.GST)	Current Cost (Incl.GST)	Next Due	Estimated Remaining Asset Life (Years)	Estimated Asset Life (Years)	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
						To Sept 22	To Sept 23	To Sept 24	To Sept 25	To Sept 26	To Sept 27	To Sept 28	To Sept 29	To Sept 30	To Sept 31
9. Doors															
Replace/Repair Door Hardware (Adopt 30% Replacement)	\$3,150	\$3,465	Oct-31	10	20	\$527	\$554	\$583	\$613	\$645	\$679	\$714	\$751	\$790	\$831
Replace/Repair Door Closers (Adopt 30% Replacement)	\$3,150	\$3,465	Oct-31	10	10	\$527	\$554	\$583	\$613	\$645	\$679	\$714	\$751	\$790	\$831
Replace/Repair Complex Doors - Quantity 45 @ \$350/door (Adopt 30% Replacement)	\$4,725	\$5,198	Oct-31	10	20	\$790	\$831	\$874	\$920	\$968	\$1,018	\$1,071	\$1,127	\$1,185	\$1,247
10. Fixtures & Fittings															
Replace Letterboxes (Adopt 30% Replacement)	\$1,885	\$2,074	Oct-31	10	20	\$315	\$332	\$349	\$367	\$386	\$406	\$427	\$449	\$473	\$497
Replace Security Access & Intercom - Quantity 38 units @ \$350/unit (Adopt 30% Replacement)	\$3,990	\$4,389	Oct-31	10	10	\$667	\$702	\$738	\$777	\$817	\$860	\$904	\$951	\$1,001	\$1,053
Total (Incl.GST)						\$65,755	\$68,997	\$72,756	\$76,137	\$93,254	\$83,429	\$87,359	\$91,491	\$95,836	\$117,493
Contingency for Expenses (Incl.GST)						\$7,891	\$8,280	\$8,731	\$9,136	\$11,190	\$10,012	\$10,483	\$10,979	\$11,500	\$14,099
Total Expenses (Incl.GST)						\$73,646	\$77,277	\$81,487	\$85,274	\$104,444	\$93,441	\$97,842	\$102,470	\$107,336	\$131,592

The above table 'Estimated Expenditure' provides a guide as to when expenses will occur in the next 10 years. The first column, 'Expenditure Item' lists the different areas and items of expenditure. The second column, 'Current Cost' shows the current expenditure cost in today's dollars. The next 10 columns, 'Year 1' to 'Year 10' shows the costs in the year in which they are likely to occur, including an inflationary factor added every year until the cost is due.

We have relied upon Rawlinsons Australian Construction Handbook for the estimated Asset Life for each item in the above table and from our onsite inspection of the subject property we have assessed the estimated Remaining Asset Life of each item.

For the purpose of this Capital Works Fund Forecast we have adopted that not all items contained in the above table will require either replacement or repair during the 10 year period therefore we have adopted a rate of 0% to 30% of some items will mature during the 10 year period. This rate has been generated from the fact that the age of the complex and some items will mature as early as 1 to 5 years therefore it is prudent practice to set aside funds from now in anticipation.

At the bottom of each column there is a 'Sub-Total' line, then a line calculating the contingency allowance for unseen and minor expenses over the year, followed by 'Total Expenses' which includes the sub-total plus the contingency allowance for each year.

FORECASTED LEVY CONTRIBUTIONS

Table 3 - Forecasted Levy Contributions per Annum

Year	Year 0	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	
Period	To Sept 21	To Sept 22	To Sept 23	To Sept 24	To Sept 25	To Sept 26	To Sept 27	To Sept 28	To Sept 29	To Sept 30	To Sept 31	
Annual Levy Contribution per unit entitlement	\$3	\$5	\$5	\$6	\$6	\$11	\$11	\$12	\$12	\$13	\$14	
Lot Number	Unit of Entitlement											
Lot 1	80	\$202	\$401	\$422	\$202	\$467	\$841	\$885	\$931	\$979	\$1,030	\$1,084
Lot 2	400	\$1,011	\$2,005	\$2,109	\$1,011	\$2,334	\$4,205	\$4,423	\$4,653	\$4,895	\$5,150	\$5,418
Lot 3	530	\$1,340	\$2,657	\$2,795	\$1,340	\$3,093	\$5,571	\$5,861	\$6,166	\$6,486	\$6,823	\$7,178
Lot 4	165	\$417	\$827	\$870	\$417	\$963	\$1,734	\$1,825	\$1,919	\$2,019	\$2,124	\$2,235
Lot 5	165	\$417	\$827	\$870	\$417	\$963	\$1,734	\$1,825	\$1,919	\$2,019	\$2,124	\$2,235
Lot 6	165	\$417	\$827	\$870	\$417	\$963	\$1,734	\$1,825	\$1,919	\$2,019	\$2,124	\$2,235
Lot 7	165	\$417	\$827	\$870	\$417	\$963	\$1,734	\$1,825	\$1,919	\$2,019	\$2,124	\$2,235
Lot 8	235	\$594	\$1,178	\$1,239	\$594	\$1,371	\$2,470	\$2,599	\$2,734	\$2,876	\$3,025	\$3,183
Lot 9	235	\$594	\$1,178	\$1,239	\$594	\$1,371	\$2,470	\$2,599	\$2,734	\$2,876	\$3,025	\$3,183
Lot 10	270	\$683	\$1,353	\$1,424	\$683	\$1,576	\$2,838	\$2,986	\$3,141	\$3,304	\$3,476	\$3,657
Lot 11	275	\$695	\$1,378	\$1,450	\$695	\$1,605	\$2,891	\$3,041	\$3,199	\$3,365	\$3,540	\$3,725
Lot 12	290	\$733	\$1,454	\$1,529	\$733	\$1,692	\$3,048	\$3,207	\$3,374	\$3,549	\$3,734	\$3,928
Lot 13	290	\$733	\$1,454	\$1,529	\$733	\$1,692	\$3,048	\$3,207	\$3,374	\$3,549	\$3,734	\$3,928
Lot 14	290	\$733	\$1,454	\$1,529	\$733	\$1,692	\$3,048	\$3,207	\$3,374	\$3,549	\$3,734	\$3,928
Lot 15	290	\$594	\$1,178	\$1,239	\$594	\$1,371	\$2,470	\$2,599	\$2,734	\$2,876	\$3,025	\$3,183
Lot 16	235	\$594	\$1,178	\$1,239	\$594	\$1,371	\$2,470	\$2,599	\$2,734	\$2,876	\$3,025	\$3,183
Lot 17	235	\$695	\$1,378	\$1,450	\$695	\$1,605	\$2,891	\$3,041	\$3,199	\$3,365	\$3,540	\$3,725
Lot 18	275	\$721	\$1,429	\$1,503	\$721	\$1,663	\$2,996	\$3,152	\$3,315	\$3,488	\$3,669	\$3,860
Lot 19	285	\$733	\$1,454	\$1,529	\$733	\$1,692	\$3,048	\$3,207	\$3,374	\$3,549	\$3,734	\$3,928
Lot 20	290	\$834	\$1,654	\$1,740	\$834	\$1,926	\$3,469	\$3,649	\$3,839	\$4,039	\$4,249	\$4,469

Year	Year 0	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	
Period	To Sept 21	To Sept 22	To Sept 23	To Sept 24	To Sept 25	To Sept 26	To Sept 27	To Sept 28	To Sept 29	To Sept 30	To Sept 31	
Annual Levy Contribution per unit entitlement	\$3	\$5	\$5	\$6	\$6	\$11	\$11	\$12	\$12	\$13	\$14	
Lot Number	Unit of Entitlement											
Lot 21	330	\$834	\$1,654	\$1,740	\$834	\$1,926	\$3,469	\$3,649	\$3,839	\$4,039	\$4,249	\$4,469
Lot 22	330	\$758	\$1,504	\$1,582	\$758	\$1,751	\$3,153	\$3,317	\$3,490	\$3,671	\$3,862	\$4,063
Lot 23	300	\$493	\$977	\$1,028	\$493	\$1,138	\$2,050	\$2,156	\$2,268	\$2,386	\$2,511	\$2,641
Lot 24	195	\$493	\$977	\$1,028	\$493	\$1,138	\$2,050	\$2,156	\$2,268	\$2,386	\$2,511	\$2,641
Lot 25	195	\$657	\$1,303	\$1,371	\$657	\$1,517	\$2,733	\$2,875	\$3,025	\$3,182	\$3,347	\$3,521
Lot 26	260	\$670	\$1,328	\$1,397	\$670	\$1,546	\$2,786	\$2,930	\$3,083	\$3,243	\$3,412	\$3,589
Lot 27	265	\$708	\$1,404	\$1,476	\$708	\$1,634	\$2,943	\$3,096	\$3,257	\$3,427	\$3,605	\$3,792
Lot 28	280	\$733	\$1,454	\$1,529	\$733	\$1,692	\$3,048	\$3,207	\$3,374	\$3,549	\$3,734	\$3,928
Lot 29	290	\$708	\$1,404	\$1,476	\$708	\$1,634	\$2,943	\$3,096	\$3,257	\$3,427	\$3,605	\$3,792
Lot 30	280	\$506	\$1,003	\$1,055	\$506	\$1,167	\$2,102	\$2,212	\$2,327	\$2,448	\$2,575	\$2,709
Lot 31	200	\$872	\$1,729	\$1,819	\$872	\$2,013	\$3,626	\$3,815	\$4,013	\$4,222	\$4,442	\$4,673
Lot 32	345	\$771	\$1,529	\$1,608	\$771	\$1,780	\$3,206	\$3,373	\$3,548	\$3,733	\$3,927	\$4,131
Lot 33	305	\$493	\$977	\$1,028	\$493	\$1,138	\$2,050	\$2,156	\$2,268	\$2,386	\$2,511	\$2,641
Lot 34	195	\$518	\$1,028	\$1,081	\$518	\$1,196	\$2,155	\$2,267	\$2,385	\$2,509	\$2,639	\$2,776
Lot 35	205	\$822	\$1,629	\$1,714	\$822	\$1,897	\$3,416	\$3,594	\$3,781	\$3,977	\$4,184	\$4,402
Lot 36	325	\$822	\$1,629	\$1,714	\$822	\$1,897	\$3,416	\$3,594	\$3,781	\$3,977	\$4,184	\$4,402
Lot 37	325	\$531	\$1,053	\$1,107	\$531	\$1,226	\$2,207	\$2,322	\$2,443	\$2,570	\$2,704	\$2,844
Lot 38	210	\$531	\$1,053	\$1,107	\$1,165	\$1,226	\$2,207	\$2,322	\$2,443	\$2,570	\$2,704	\$2,844

REPORT PREPARATION

This Capital Works Fund report has been prepared and or checked by the following:

VALUERS DETAILS	
Valuer: James Bouteris Firm: NSW STRATA VALUATION SERVICES PTY LTD	Valuer: Martyn Edson Firm: NSW STRATA VALUATION SERVICES PTY LTD
Signature: 	Signature: 
Qualifications/Registration: Master Property Development (UTS) Bachelor Business & Property (UWS) AAPI, AAVI, CPP (API), CPV (AVI), LREA Certified Practicing Valuer (API) API No. 69729	Qualifications/Registration: Graduate Diploma Property Development (UWS) Associate Diploma in Valuation (SIT/TAFE) Certified Practicing Valuer (API) & AAPI API No. 68812
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INSPECTORS NOTES

1. Fences are covered under the Dividing Fences Act 1991, which states that neighbours have equal responsibility for dividing fences. A 50% rate has been used when this is the case.
2. The powder coat finishes on metalwork throughout the property may be subject to manufacturer's warranty and as such the care and maintenance (cleaning) recommendations of the manufacturer should be followed to maximise lifespan of the product. The maintenance items allowed for in this report are based on the expectation that some of these items will eventually require re-coating on site.
3. The painting cost estimates have been as accurate as possible. However, due to privacy considerations, access restrictions to some areas and the varied nature and age of the buildings it is recommended that the Owners Corporation obtain the painting quotes well in advance of the job time to allow for any shortfall or excess in funds.

OWNERS CORPORATION OBLIGATIONS REGARDING CAPITAL WORKS FUNDS

Strata Schemes Management Act 2015 No 50

Part 5 Financial management

Division 1 Funds and accounts of owners corporation

73 Administrative fund

(1) Establishment of fund

An owners corporation must establish an administrative fund.

(2) Amounts payable to fund

An owners corporation must pay the following amounts into the administrative fund:

- (a) the contributions levied on, and paid by, owners for payment into the fund,
- (b) the proceeds of the disposal of any personal property of the owners corporation,
- (c) any fees paid to the owners corporation for inspection of its records and the provision of information and certificates relating to its records,
- (d) any monetary penalty payable to the owners corporation under this Act,
- (e) the proceeds of any investment of the fund.

(3) An owners corporation may also pay the following amounts into the administrative fund:

- (a) any amounts paid to the owners corporation by way of discharge of insurance claims,
- (b) any income of the owners corporation (other than proceeds of any investment of the capital works fund),
- (c) any amount that may be, but is not required to be, paid into the fund under this Act.

(4) Amounts payable from fund

An owners corporation may pay money from its administrative fund only for the following purposes:

- (a) payments of the kind for which estimates have been made under section 79 (1),
- (b) payments made in accordance with this Division on a distribution of a surplus in the fund,
- (c) payments to a member of the strata committee of the owners corporation in accordance with this Act,
- (d) other payments in connection with exercising its functions under this Act or the by-laws, or the *Strata Schemes Development Act 2015*, except payments that are permitted to be made from the capital works fund,
- (e) any monetary penalty payable by the owners corporation under this Act,
- (f) the transfer of money to the capital works fund or to pay expenditure that should have been paid from the capital works fund.

74 Capital works fund

(1) Establishment of fund

An owners corporation must establish a capital works fund.

(2) Amounts payable to fund

An owners corporation must pay the following amounts into the capital works fund:

- (a) the contributions levied on, and paid by, owners for payment into the fund,
- (b) any amounts paid to the owners corporation by way of discharge of insurance claims, unless paid into the administrative fund,
- (c) any amounts paid to the owners corporation under Part 11,
- (d) any amount received by the owners corporation that is not required or permitted to be paid into the administrative fund,
- (e) the proceeds of any investment of the fund.

(3) An owners corporation may also pay the following amounts into the capital works fund:

- (a) any income of the owners corporation,
- (b) any amount that may be, but is not required to be, paid into the fund under this Act.

(4) Amounts payable from fund

An owners corporation may pay money from its capital works fund only for the following purposes:

- (a) payments of the kind for which estimates have been made under section 79 (2),
- (b) payments made in accordance with this Division on a distribution of a surplus in the fund,
- (c) payments of amounts for the purposes of Part 11,
- (d) the transfer of money to the administrative fund or to pay expenditure that should have been paid from the administrative fund.

(5) Exemption

An owners corporation for a strata scheme comprising 2 lots need not establish a capital works fund if:

- (a) the owners corporation so determines by unanimous resolution, and
- (b) the buildings comprised in one of those lots are physically detached from the buildings comprised in the other lot, and
- (c) no building or part of a building in the strata scheme is situated outside those lots.

75 Investment of money in administrative fund or capital works fund

- (1) An owners corporation may invest any money in its administrative fund or capital works fund in any manner permitted by law for the investment of trust funds or in any investment prescribed by the regulations.
- (2) Any interest received on an investment made under this section forms part of the fund to which the investment belongs.

76 Use of administrative fund or capital works fund for purposes of other fund

- (1) This section applies if the owners corporation for a strata scheme having more than 2 lots:
 - (a) transfers money from the administrative fund to the capital works fund or uses the administrative fund to meet expenditure that should have been met from the capital works fund, or
 - (b) transfers money from the capital works fund to the administrative fund or uses the capital works fund to reimburse expenditure that should have been met from the administrative fund.
- (2) The owners corporation must, not later than 3 months after the transfer or use, determine the amount to be levied as a contribution to the fund from which the transfer or use was made to reimburse the amounts paid from the fund. Section 81 (3) and (5) apply to a contribution determined under this subsection.

77 Distribution of surplus money in administrative fund or capital works fund

- (1) An owners corporation for a strata scheme may, in accordance with a unanimous resolution, distribute between the owners any money in its administrative fund or capital works fund that is not, in the opinion of the owners corporation, required for the purposes of either fund.
- (2) A distribution to an owner of a lot or other person entitled to receive it under this section must be made in the same proportion that the unit entitlement of the lot bears to the aggregate unit entitlement.
- (3) Any money distributed under this section in relation to a lot that is subject to a mortgage or covenant charge shown on the strata roll is to be paid:
 - (a) in accordance with the joint directions of the owner of the lot and the mortgagee or covenant chargee, or
 - (b) if they cannot agree—in accordance with an order under this section.
- (4) The Tribunal may, on application by an owners corporation, an owner of a lot that is subject to a mortgage or covenant charge, or the mortgagee or covenant chargee concerned, make an order as to the payment of money under subsection (3).
- (5) An application under this section is to be made to, and determined by, the Supreme Court (and not the Tribunal) if:
 - (a) the title to land is in question otherwise than incidentally, or
 - (b) the matter is incidental to other proceedings being dealt with by the Court.

78 Accounts of owners corporation

- (1) An owners corporation must pay any amounts that are received by it and are not otherwise invested in accordance with this Act into an account established in an authorised deposit-taking institution in the name of the owners corporation. (2) This section does not apply to an owners corporation that has appointed a strata managing agent to whom the duty of the owners corporation under this section is delegated in accordance with this Act.

Division 2 Contributions by owners

79 Estimates to be prepared of contributions to administrative and capital works funds

- (1) An owners corporation must, not later than 14 days after the constitution of the owners corporation and at each annual general meeting after that, estimate how much money it will need to credit to its administrative fund for actual and expected expenditure:
 - (a) to maintain in good condition on a day-to-day basis the common property and any personal property vested in the owners corporation, and
 - (b) to provide for insurance premiums, and
 - (c) to meet other recurrent expenses.

Note. Recurrent expenses would include such regular expenses as insurance, water charges, electricity charges, carpet cleaning, lawn mowing services and the like and minor expenses relating to maintenance of the common property.

(2) An owners corporation must, at each annual general meeting, estimate how much money it will need to credit to its capital works fund for actual and expected expenditure:

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

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

(3) When estimating amounts needed to be credited to the administrative fund or the capital works fund, the owners corporation must have before it, and take into account, a statement of the existing financial situation of the strata scheme and an estimate of receipts and payments.

(4) An estimate prepared before the first annual general meeting of an owners corporation is to take into account the initial maintenance schedule provided by the original owner for that meeting.

(5) In estimating amounts to be credited to the capital works fund, an owners corporation is to take into account anticipated major expenditure identified in the 10-year plan for the capital works fund proposed under this Division.

(6) An owners corporation of a large strata scheme must include in the estimates prepared at an annual general meeting:

- (a) specific amounts in relation to each item or matter on which the owners corporation intends to spend money, or on which the owners corporation is aware money will be likely to be spent, in the period until the next annual general meeting, and
- (b) a note as to any difference between the estimates and the 10-year plan for the capital works fund prepared under this Division and the reasons for the difference.

80 Owners corporation to prepare 10-year capital works fund plan

(1) An owners corporation is to prepare a plan of anticipated major expenditure to be met from the capital works fund for a 10-year period commencing on the first annual general meeting of the owners corporation.

(2) An owners corporation is to prepare a plan for each 10-year period following the 10-year period to which the first plan applied. The plan is to be prepared for the annual general meeting at which the period covered by the previous plan expires.

(3) An owners corporation may, by resolution at a general meeting, review, revise or replace a 10-year plan prepared under this section and must review the plan at least once every 5 years.

(4) A plan under this section is to include the following:

- (a) details of proposed work or maintenance,
- (b) the timing and anticipated costs of any proposed work,
- (c) the source of funding for any proposed work,
- (d) any other matter the owners corporation thinks fit,
- (e) any other matter prescribed by the regulations for the purposes of this section.

(5) A plan under this section is to be finalised by the end of the next annual general meeting of the owners corporation after the annual general meeting for which the plan is prepared.

(6) An owners corporation may engage expert assistance in the preparation of a plan under this section.

(7) An owners corporation is, so far as practicable (and subject to any adjustment under this section), to implement each plan prepared under this section.

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

(1) The owners corporation must determine the amounts to be levied as a contribution to the administrative fund and the capital works fund to raise the amounts estimated as needing to be credited to those funds.

(2) That determination must be made at the same meeting at which those estimated amounts are determined.

(3) The owners corporation must levy on each person liable for it such a contribution.

(4) If the owners corporation is subsequently faced with other expenses it cannot at once meet from either fund, it must levy on each owner of a lot in the strata scheme a contribution to the administrative fund or capital works fund, determined at a general meeting of the owners corporation, in order to meet the expenses.

(5) A contribution is, if an owners corporation so determines, payable by the regular periodic instalments specified in the determination setting the amount of the contribution.

Photos of Strata Plan 76171
11-13 Oaks Ave, Dee Why NSW 2099



FRONT ELEVATION



GROUND LEVEL FOYER



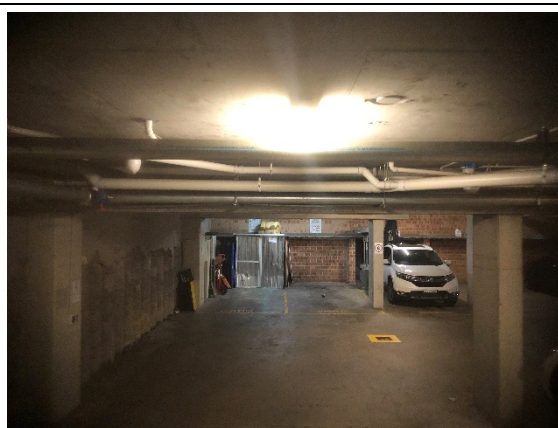
UPPER FLOOR FOYER



GROUND FLOOR RETAIL



LOADING DOCK & PARKING ENTRY



BASEMENT PARKING

STRATA SCHEME 76171

ANNEXURE TO CHANGE OF BY-LAW

Special Bylaw No. < > – Lot 33 Works

Purpose of By-law

- (1) This common property rights by-law confers on the Owner Rights of Exclusive Use to part of the common property and Special Privileges to perform Works on the common property for the benefit of that Owner and assigns responsibility for the repair and maintenance of the part of the common property for which the Rights of Exclusive Use are conferred and Works undertaken, in accordance with the conditions in this common property rights by-law.

Defined Terms and Interpretation

- (2) “**Act**” means the *Strata Schemes Management Act 2015*.
- (3) “**Lot**” means Lot 33 in Strata Plan No.76171.
- (4) “**Major Renovations**” means works that involve structural changes, work that changes the external appearance of a lot, work involving waterproofing, or work for which consent, or another approval is required under any other Act or the law.
- (5) “**Minor Renovations**” means work items as defined in section 110 of the Act, under Regulation 28 of the *Strata Schemes Management Regulations 2016* and pursuant to any Minor Renovations By-law applicable to the scheme.
- (6) “**Owner**” means the owner or owners from time to time (present and future) of the Lot.
- (7) “**Rights of Exclusive Use**” means the rights to exclusively use part of the common property affected by and attached to the Works undertaken by the Owner.
- (8) “**Special Privileges**” means the privilege to alter and add to the common property by performing Works that affect the common property.
- (9) “**Works**” means the alterations and additions, in or to the Owner’s Lot and the common property, including Major Renovations and Minor Renovations, performed by the Owner (at the Owner’s expense and to remain the Owner’s fixture) as detailed below and as marked in **Floor Plan**, annexed to this by-law, and marked “**Annexure A**”:
 - (I) **Mezzanine style structural timber infill floor above the living/dining room in the roof void area within the Lot**
 - (a) Demolition of existing dwarf stud wall
 - (b) Installation of timber joists
 - (c) Installation of 1800x900x19mm particleboard yellow tongue
 - (d) Installation of plasterboard ceiling
 - (e) Installation of gas pipe for personal heater
 - (f) Installation of 4 downlights

(g) Installation of 2 power points (electrical cables to run from the kitchen)

(II) Replacement Sliding Door to Balcony on First Floor

(a) Removal of existing 3 fixed panels to balcony from the first floor.

(b) Installation of new Sliding 2 Panel, 400 Centre Glaze Light Framing Door, 2800mm x 3100mm, in AWS Zeus White Satin Finish, including black “D” pull handle and fibre mesh flyscreens.

(10) In this common property rights by-law, unless the context otherwise requires:

(a) headings do not affect the interpretation of this common property rights by-law;

(b) words importing the singular include the plural and vice versa;

(c) words importing a gender include any gender;

(d) words defined in the Act have the meaning given to them in the Act; and

(e) references to legislation includes references to amending and replacing legislation.

(11) This common property rights by-law applies in conjunction with any existing relevant by-laws of the scheme, however to the extent of any inconsistency with the existing registered by-laws applicable to Strata Plan No.76171 and this by-law, the provisions of this by-law shall prevail.

Grant of Rights of Exclusive Use and Special Privileges

(12) On the conditions set out in this common property rights by-law, the Owner shall have Rights of Exclusive Use and Special Privileges to carry out and keep Works on their Lot and so much of the common property that is necessary for the benefit of that Owner.

(13) This common property rights by-law shall not be amended, added to, or repealed except with the consent in writing of the Owner.

CONDITIONS

Before undertaking Works

Planning, Approvals and Certificates

(14) The Owner must, if required by law, obtain, and provide to the Owners Corporation, written approval for the Works from the relevant consent authority under the *Environmental Planning and Assessment Act 1979* and any other relevant statutory authority whose requirements apply to performance of the Works.

(15) The Owner must, if required by law, obtain a construction certificate for the Works under Part 4A of the *Environmental Planning and Assessment Act 1979* and any other documents or certificates which are required to permit the Works prior to commencement, providing those documents or certificates to the Owners Corporation.

(16) The Owner must ensure that the design for any structural works forming part of the Works is certified in accordance with the *Design and Building Practitioners Act 2020* (where applicable).

Development Application

(17) If required, the Owners Corporation authorises the Strata Managing Agent to affix the common seal of the Owners Corporation on the Development Application to the local authority in respect of the Works to be undertaken on

the Lot in accordance with this by-law.

- (18) The Owner must provide the Owners Corporation with documentation of any alteration and / or addition to the Works as required by the local authority or any other statutory authority.

Specification of Works

- (19) The Owner must submit to the Owners Corporation any documents reasonably required by the Owners Corporation relating to the performance of the Works prior to commencing the Works, including but not limited to:
- (a) further specifications of the Works and all completed plans for the Works;
 - (b) if required, a structural engineering certificate to confirm the Works will not affect the structural integrity of the Lot;
 - (c) the signed Owner's consent form for this By-law in respect of the Works;
 - (d) licence details of the contractor performing the Works; and
 - (e) copy of the certificate of currency for the all-risk insurance policy of the principal contractor to be engaged on the Works which must include evidence of public liability cover of not less than \$10,000,000.00 in respect of any claim.

Carrying out the Works

Hours of Works

- (20) The Owner must perform the Works as prescribed by the local authority or during such other times as may be approved by the Owners Corporation.

Compliance with Codes

- (21) The Owner performing the Works must comply with all directions, orders, and requirements of any statutory or other authority, and of the Owners Corporation and must ensure, and be responsible for, compliance with such directions, orders and requirements by the Owner's servants, agents, and contractors.
- (22) The Owner performing the Works must ensure that the Works are carried out in compliance with all applicable building codes and standards (including but without limitation the National Construction Code (NCC) and the Australian Standards and in compliance with the *Home Building Act 1989* and all other relevant laws (including but without limitation in relation to fire safety) and in compliance with the by-laws applicable to the strata scheme.

General Conditions

- (23) When performing the Works, the Owner must:
- (a) ensure that the Works are performed in accordance with the drawings and specifications approved by the Owners Corporation and the local authority (if relevant).
 - (b) ensure that duly licensed and insured contractors complete the Works in a proper and workmanlike manner.
 - (c) must transport all construction materials, equipment, debris and other material, in the manner reasonably directed by the Owners Corporation.
 - (d) ensure the Works be undertaken in such a way as to cause minimum disturbance or inconvenience to the lots or their occupiers and owners.

-
- (e) keep all areas of the building outside their Lot clean and tidy throughout the performance of the Works.
 - (f) repair promptly any damage caused or contributed to by the Works, including damage to the common property, or another lot in the strata scheme, or damage to the property of the Owners Corporation, or the property of an owner or occupier of another lot in the strata scheme.
 - (g) ensure the Works are carried out:
 - (i) in compliance with the manufacturer's specifications and instructions for installation, where applicable;
 - (ii) using materials that are new and fit for the purposes to which those materials are put; and
 - (iii) in a manner so as to result in the Works being reasonably fit for occupation.

After Completion of the Works

- (24) Immediately upon completion of the Works, the Owner must notify the Owners Corporation in writing that the Works have been completed and must restore any lot property or common property affected by the Works (but not forming part of the Works) as nearly as possible to the state they were in immediately before the Works.
- (25) The Owner must deliver to the Owners Corporation any documents or requisite certificates reasonably required by the Owners Corporation relating to the Works and the occupation of the Lot (for example, any necessary compliance certificate or occupation certificate).

Owner's Enduring Rights and Obligations

Maintenance and Repair

- (26) The Owner must, at the Owner's expense properly maintain the Works and keep them in a state of good and serviceable repair and when necessary renew or replace any fixtures or fittings comprised in the Works.
- (27) If the Owner removes the Works or any part of the Works made under this by-law, the Owner must at the Owner's own expense, restore and reinstate the common property as close to its original condition as possible.
- (28) The Owner must:
 - (a) not carry out any alterations or additions or do any works (other than the Works expressly approved under this by-law) unless the Owner obtains separate approval from the Owners Corporation to carry out such alterations, additions or works.
 - (b) ensure that the Works do not at any time cause any damage including but not limited to water escape or water penetration to the Lot, another lot, or the common property.

Liability and Indemnity

- (29) The Owner indemnifies the Owners Corporation against –
 - (a) any legal liability, costs, loss, claim, demand or proceedings in respect of any injury, loss or damage to any person or to any part of the building, whether such part being common property or any lot, caused by, arising out of or related to the Works including their installation, repair, maintenance, replacement, removal and/or use;
 - (b) any excess payable by way of claim made under the Owners Corporation's insurance and / or increased insurance premiums by the Owners Corporation as a direct result of the Works, including their installation,

repair, maintenance, replacement, removal and/or use;

(c) any amount payable by way of increased fire safety compliance or local authority requirements as a direct result of the Works, including their installation, repair, maintenance, replacement, removal and/or use; and

(d) liability under **section 122 (6)** of the **Strata Schemes Management Act 2015** in respect of repair of the common property attached to the Works.

(30) The Owners Corporation has specially resolved that it is inappropriate for the Owners Corporation to maintain, renew, replace or repair the Works, and that this decision will not affect the safety of any building, structure or common property in the strata scheme or detract from the appearance of any property in the strata scheme.

Repair of Damage

(31) The Owner is liable for and must, at the Owner's expense, make good any damage to the Lot, another lot or the common property arising out of or in connection with the Works (no matter when such damage may become evident) and will make good that damage immediately after it has occurred.

(32) Any loss and damage suffered by the Owners Corporation as a result of the Owner using the common property altered by the Works, or which the Works shall be added, and / or performing and using the Works, including failure to maintain, renew, replace or repair the Works as required under this by-law, may be recovered from the Owner as a debt due to the Owners Corporation on demand with interest at the rate of 10% per annum until the debt is paid.

Breach of By-law

(33) The Owners Corporation reserves the right to replace or rectify the Works or remediate any loss or damage to the common property of the Owners Corporation caused by the Owner's breach of the conditions in this by-law, if that breach is not rectified within 30 days of service of a written notice from the Owners Corporation requiring rectification of that breach.

Costs of this By-Law

(34) The Owner must pay all of the reasonable costs of the Owners Corporation incurred in connection with the drafting, passing and registration of this by-law. The Owners Corporation may refuse to execute any document relating to the registration of this by law until such time as the Owner pays those costs.

Annexure A



STRATA SCHEME 76171

**CONSENT FOR COMMON PROPERTY RIGHTS BY-LAW
UNDER SECTIONS 142 & 108(5)(a),
STRATA SCHEMES MANAGEMENT ACT 2015 (NSW)**

TO: The Secretary
The Owners - Strata Plan No. 76171

AND: The Registrar General
Land & Property Information
NSW Department of Lands
Level 30/175 Liverpool St,
Sydney NSW 2000

Dear Secretary

Consent to Special By-Law (Lot 33 Works)

I/We, _____ being the Owner/s of Lot 33 on strata plan 76171 HEREBY
CONSENT to adding Special By-Law (Lot 33 Works) which confers the special privileges to carry out and keep Works on
Lot 33 and rights of exclusive use to common property, imposing responsibility to maintain and repair of the Works
and common property for which rights of exclusive use have been granted in accordance with the by-law.

This by-law is to be made by the Owners Corporation via a special resolution at a general meeting of the Owners
Corporation to be held on _____, or at any adjournment of that meeting.

Dated:

Signature:.....

Name:.....

Signature:.....

Name:.....

1st Level



2nd Level



Floor Plan

33/11-13 Oaks Avenue, Dee Why

*not to scale

05-Oct-2023

Variation No: V016

**Attention: Mr Peter Le
RHM CONSULTANTS
Level 4, 224 Victoria Road, Drummoyne NSW 2047**

**Project: DEE WHY 11-13 OAKS AVE NSW 2099
Subject: Variation number V016 Unit 37 Demolition of Existing Aluminium Framed
Glass & Construction of Masonry Balustrade**

We submit for your approval the following variation.

No.	Item	Amount
1	Installation Hire & Dismantling of Aluminium Scaffold	\$6,720.00
2	Demolish and dispose of existing aluminium framed glass balustrade	\$1,920.00
3	Supply and Install Reinforced Concrete Balustrade	\$12,000.00
4	Concrete Pour	\$3,840.00
5	Rendering	\$4,320.00
6	Waterproofing & Painting	\$2,880.00
	Total (exclusive of GST):	31,680.00
	GST:	3,168.00
	Total (inclusive of GST):	34,848.00

Unicorn have not allowed for the Drip Groove as noted on the detail drawing.

Please sign below and send this form to our office in acceptance of this variation, or simply attached this document to an email with your written approval.

.....
Authorised Signature(s)

.....
Name(s)

STRATA MANAGEMENT AGENCY AGREEMENT

The Owners – Strata Plan 76171			"Owners Corporation"	
Attention:	The Secretary			
Address:	11-13 Oaks Avenue DEE WHY NSW 2099			
Phone:		Email:		ABN: 89 708 378 230
The Agent – Bright & Duggan Pty Ltd			"Agent"	
Attention:	The Licensee			
Address:	Level 1, 37-43 Alexander Street, CROWS NEST NSW 2065	ABN:	32 001 554 650	
Phone:	02 9902 7100	SCA (NSW) Membership No:	142	
Email:	customercare@bright-duggan.com.au	Licence No:	119232	
Particulars				
Item 1	<i>Professional indemnity</i>	In accordance with Section 22 of the <i>Agents Act</i> .		
Item 2	<i>Commencement date</i>	13 February 2024		
Item 3	<i>Term</i>	36 months		
Item 4	<i>Review date</i>	In relation to agreed services annually on each anniversary of the commencement date. In relation to additional services rates – 1 January annually or as agreed. In relation to charges – 1 January annually or as agreed.		
Item 5	<i>Percentage increase p.a.</i>	5%		
Item 6	<i>Agreed services fee p.a.</i>	(complete one of the following options) Option 1 - \$7,700.7 plus rebates, discounts and commissions in Disclosure Schedule C1 and C2 – Agent retains all commissions (refer to Clause 3.3(a)) or * Option 2 - \$Click to enter amount plus rebates, discounts and commissions in Disclosure Schedule C2 – Agent retains some commissions (refer to Clause 3.3(b)) or ** Option 3 - \$Click to enter amount Agent not entitled to commissions or the fee as described in Clause 3.3(c). ** Option 3 is only available under instruction of the Owners Corporation. <input type="checkbox"/> Set Disbursements \$Click to enter amount per Schedule D – all shaded areas included where they relate to Schedule A services but NOT for Schedule B Services (except where AGM's are an all inclusive item). All fees under this agreement are GST INCLUSIVE (Clause 9)		
Item 7	<i>Fee payment method</i>	Monthly – in arrears – scheduled to be processed after 20 th calendar day of the month.		
Item 8	<i>Manner of accounting</i>	Financial Statements – Provision of trust account statements. Frequency of Accounting – Monthly. Online/upon request – Both.		

Signatures

Owners Corporation

The common seal of the *owners corporation* was affixed on 14/11/2023 in the presence of:

Signature

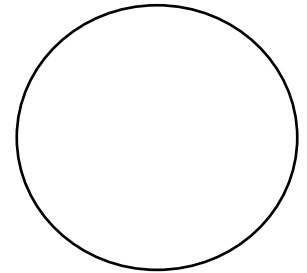
Signature

Name

Name

Designation

Designation



Being the person(s) authorised by section 272 of the *Act* to attest to the affixing of the seal.

Agent

Executed by the *agent* in accordance with Section 126 or 127 of the *Corporations Act 2001* (Cth) in the presence of:

Signature of Authorised Person

Signature of Authorised Person

Name of Authorised Person

Name of Authorised Person

Service

The *owners corporation* acknowledges receipt of a copy of this *agreement* within 48 hours of execution by the *owners corporation* (refer to page 8 for IMPORTANT NOTES to the parties when executing this agreement).

Name of Signatory

Signature

STRATA MANAGEMENT AGENCY AGREEMENT

Agreement

1. Warranties and acknowledgement

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

2. Appointment of and delegation to agent

- 2.1 The *owners corporation*:
- appoints the *agent* as the strata managing *agent* for the strata scheme; and
 - subject to Clause 2.2 and 2.3, delegates the *agreed services* and *additional services* to the *agent*,
- from the commencement date for the *agreed services fee* and the *additional services fee*, until the *agreement* is terminated in accordance with Clause 5 or at the end of the *term* whichever is the earlier.
- 2.2 The extent of authority for *agreed services* and *additional services* that has been delegated is stated in Schedule A1, being either:
- full authority with no limitations;
 - full authority subject to limitations as disclosed in Schedule A2; or
 - no authority, in which case there is no delegation.

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

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

3. Fees and charges

- 3.1 The *owners corporation* must pay to the *agent* in accordance with the fee payment method:
- the *agreed services fee*; and
 - the *additional services fee* for any *additional services* performed by the *agent*; and
 - the *charges* associated with the performance of the *agreed services* and any *additional services*.
- 3.2 The *owners corporation* authorises the *agent* to retain any fees paid to the *agent* for supplying to third parties information that the *owners corporation* must supply under the *Act* and retain any fees paid to the *agent* for supplying to third parties information that is not required under the *Act*, provided that such fees are charged in accordance with those set out in Schedule B.
- 3.3 In addition to the fees and charges in Clause 3.1 and 3.1, the *agent* is entitled to remuneration for its services in the form of rebates, discounts and commissions disclosed in Schedule C1 and Schedule C2 as follows:
- If the first option in *Item 6* is selected, the *agent* may retain rebates, discounts and commissions paid to it by the providers of goods and services to the *owners corporation* described in the disclosure Schedule C1 or Schedule C2 or as otherwise notified in writing to the *owners corporation* from time to time and agreed in writing by the *owners corporation*.
 - If the second option in *Item 6* is selected, the *agent* must pay to the *owners corporation* any rebates, discounts and commissions paid to it by providers of goods and services to the *owners corporation* within 30 days of receipt except for any rebates, discounts and commissions described in the disclosure Schedule C2 which may be retained by the *agent*.

STRATA MANAGEMENT AGENCY AGREEMENT

- (c) If the third option in *Item 6* is selected, the *agent* must pay to the *owners corporation* any rebates, discounts and commissions paid to it by providers of goods and services to the *owners corporation* within 30 days of receipt.
- (d) If the *owners corporation*:
 - (i) delegates the *agent* to arrange insurance cover;
 - (ii) selects the first of second option in *Item 6*; and
 - (iii) later takes steps to arrange its own insurance or directs, instructs or passes a resolution that has the effect that the *agent* does not receive a commission or rebate for the placement of insurance, then the *agreed services fee* shall be increased by an amount equivalent to the commission the *agent* would have received had the *agent* arranged the insurance cover.

3.4 The *agent* must account to the *owners corporation* for money received by the *agent* on behalf of the *owners corporation* in the manner and with the frequency set out in *Item 8*.

3.5 At any time, by written *agreement* between the parties, *items* may be added to or deleted from the *additional services rates* and/or charges.

4. Review of fees and charges

4.1 The *agreed services fee*, the *additional services rates* and the *charges* will be reviewed on the review date by the *agent*.

4.2 Unless otherwise agreed before the review date, the *agreed services fee*, the *additional services rates* and the *charges* payable on and from the review date will be increased in accordance with *Item 5*.

4.3 The *agent* will notify the *owners corporation* of the new *agreed services fee*, the *additional services rates* and the *charges* as soon as practicable after the review date.

5. Terminating the agreement

5.1 After the expiry of the *term*, the *agreement* will automatically end unless the *owners corporation* extends the *agreement* in accordance with section 50(4) of the *Act*.

5.2 The *agreement* may be terminated at any time with the mutual consent of the parties.

5.3 Any notice to terminate under this *agreement* can only be given by the *owners corporation* if authorised by a resolution of the *owners corporation* at general meeting.

5.4 Despite this Clause 5 and without affecting any of its other rights, the *agreement* may be terminated with immediate effect by written notice given by:

- (a) the *owners corporation*:
 - (i) if the *agent* is in breach of the *agreement* and fails to remedy that breach within 28 days after the *owners corporation* serves a written notice on the *agent* providing particulars of the breach; or
 - (ii) where the *agent* is an individual, the *agent* is declared bankrupt; or
 - (iii) where the *agent* is a corporation, the *agent* is wound up or placed in administration or liquidation; or
 - (iv) if the *agent* ceases to hold a strata managing *agent's* licence; or
- (b) the *agent* if:
 - (i) the *owners corporation* is in breach of the *agreement* and fails to remedy that breach within 28 days after the *agent* serves a written notice on the *owners corporation* providing particulars of the breach; or
 - (ii) an order by a Court is made for the variation or termination of the *strata scheme* under Part 9 or 10 of the *Development Act*; or
 - (iii) the *owners corporation* fails to pay any moneys owed under this *agreement* after the *agent* serves a written notice on the *owners corporation* providing particulars of the amount outstanding; or
 - (iv) the *owners corporation* fails to comply with any law or fails to provide adequate instructions or prevents the *agent* from carrying out its obligations under this *agreement* after the *agent* serves a written notice on the *owners corporation* providing particulars of the breach.

5.5 The *agreement* is terminated on the appointment of a strata managing *agent* under section 237 of the *Act* to exercise or perform all the functions of the *owners corporation* and, if so terminated, the *agent* will not be entitled to:

- (a) any remuneration by way of commission, *agreed services fee*, *additional services fee*, *charges* or otherwise in respect of any period after the termination; or

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(b) any payment (in the nature of a penalty or otherwise) by reason of the early termination.

5.6 In the event of termination, the *agent* must provide all books, records, accounts, funds and property of the *owners corporation* in the *agent's* possession to the secretary of the *owners corporation*, or persons nominated by the secretary of the *owners corporation*, within seven (7) business days.

6. Liability of the *agent* and exclusions

6.1 The *agent* is liable to the *owners corporation*:

- (a) only for *services* actually supplied or that should have been supplied under this *agreement*; and
- (b) on the terms of this Clause 6.

6.2 The *agent* is excluded from all liability for any claim, liability or *loss* arising directly or indirectly out of the *services* or *additional services* or arising from any cause of action whatsoever except to the extent that the claim, liability or *loss* is caused or contributed to by the *agent's* wilful breach of this *agreement*, gross negligence, dishonesty or fraud. The *owners corporation* agrees that it will at all times indemnify the *agent* against all actions, suits, proceedings, costs, claims, expenses or demands which may arise in the course of or as a result of the *agent's* management of the scheme, including all legal expenses incurred by the *agent* in defence of or initiation of any legal proceedings as well as any excess payable under the *agent's* professional indemnity insurance;

- (a) by third parties against the *agent*;
- (b) by the *owners corporation* against the *agent* arising before, during or after this *agreement*.

6.3 The *agent's* maximum liability to the *owners corporation* for any breach of this *agreement* or arising out of the provision or non-provision of the *agreed services* or the *additional services* or by taking steps contrary to this *agreement*, whether under law of contract, tort or otherwise, is limited to the amount of the *agreed services fee* for the year in which the liability arose.

6.4 The *agent* is deemed to be discharged from all liability in respect of the *agreed services* and the *additional services*, whether under the law of contract, tort or otherwise, at the expiration of two years from the date of the act or omission giving rise to the liability, and the *owners corporation* (and persons claiming through or under the *owners corporation*) shall not be entitled to commence any action or claim against the *agent* in respect of that act or omission after that date.

6.5 Clauses 6.1, 6.2, 6.3, 6.4 and 6.5 apply to the extent permitted by law.

6.6 The *owners corporation* must indemnify the *agent* immediately on demand against any matter for which the *agent* has no liability to the *owners corporation* including in respect of the matters referred to in Clause 6.2 and 6.3.

7. Transfer of the *agreement*

7.1 The *agent* cannot transfer the *agreement* without the written consent of the *owners corporation*, which consent shall not be unreasonably withheld if the *agent* satisfies the *owners corporation* that the proposed transferee and *related persons* are fit and proper persons and have the qualifications, competence and experience to perform the *agreed services* and *additional services* at an *agreed services fee* and an *additional services fee* not greater than the current *agreed services fee* and *additional services fee*.

7.2 The *owners corporation* must advise the *agent* of its decision whether to approve a proposed transfer within 28 days after receiving from the *agent* the information reasonably necessary to make the decision.

7.3 If the *owners corporation* approves the transfer, the *owners corporation*, the *agent* and the transferee must enter into a transfer *agreement*, or alternatively if the *agent* elects to enter into a new agency *agreement* then Clause 7.4 will apply.

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

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8. Service of notices

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

9. GST

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

10. Work, health and safety

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

11. Definitions

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

<i>Act</i>	<i>Strata Schemes Management Act 2015</i> (NSW).
<i>additional services</i>	the functions and duties of the <i>owners corporation</i> set out in Schedule A1 or Schedule A2.
<i>additional services fee</i>	the fee for the supply by the <i>agent</i> of the <i>additional services</i> calculated according to the <i>additional services rates</i> , as varied under the <i>agreement</i> .
<i>additional services rates</i>	the rates for carrying out the <i>additional services</i> set out in Schedule B, as varied under the <i>agreement</i> .
<i>agent</i>	the person described on the front page of the <i>agreement</i> and, where appropriate, includes the <i>agent's</i> employees and contractors or any transferee under Clause 7.
<i>Agents Act</i>	<i>Property, Stock and Business Agents Act 2002</i> (NSW).
<i>agreed services</i>	the functions and duties of the <i>owners corporation</i> set out in: <ul style="list-style-type: none"> a) Schedule A1 other than those marked "No authority"; and b) Schedule A2.
<i>agreed services fee</i>	the fee in <i>Item 6</i> for the supply of the <i>agreed services</i> , as varied under this <i>agreement</i> including the particulars, schedules and attachments.
<i>Charges</i>	the costs and associated fees set out in Schedule B and/or Schedule D, as varied under the <i>agreement</i> .
<i>CPI</i>	the All Groups consumer price index published by the Australian Bureau of Statistics for Sydney, or if that bureau stops publishing the <i>CPI</i> , then the index recommended by the Property Council of Australia as the index that most appropriately replaces the <i>CPI</i> .

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<i>Development Act</i>	in relation to a freehold <i>strata scheme</i> , the <i>Strata Schemes Development Act 2015</i> (NSW).
<i>disclosure schedule</i>	Schedules C1 and C2.
<i>strata committee</i>	the <i>strata committee</i> of the strata scheme.
<i>GST Act</i>	<i>A New Tax System (Goods and Services Tax) Act 1999</i> (Cth).
<i>item</i>	an <i>item</i> in the Particulars.
<i>loss</i>	any damage or damages, <i>loss</i> , costs (including, without limitation, the costs of complying with any verdict, award or settlement of any dispute and legal costs on a solicitor and own client costs basis), expense, charge, payment of liability, in any case, whether accrued or paid but not indirect, incidental or consequential <i>loss</i> or damages.
<i>non-standard work</i>	means any work not defined as <i>standard work</i> .
<i>owners corporation</i>	the <i>owners corporation</i> described on the front page of the <i>agreement</i> and, where appropriate, includes the <i>employees, agents</i> (other than the <i>agent</i>), contractors and invitees of the <i>owners corporation</i> .
<i>preferred investment banker</i>	<i>Bank of Queensland</i> <i>Macquarie Bank</i> <i>National Australia Bank</i> <i>St George Bank</i>
<i>Regulation</i>	<i>Property, Stock and Business Agents Regulation 2014</i> (NSW).
<i>related persons</i>	in relation to a proposed transferee which is a: <ul style="list-style-type: none"> a) corporation, - a 'related entity' of the corporation within the meaning of section 9 of the Corporations Act 2011 (Cth); or b) Partnership, - the partners and principal staff of the partnership.
<i>SCA (NSW)</i>	means Strata Community Australia (NSW).
<i>services</i>	the <i>agreed services</i> and <i>additional services</i> .
<i>standard work</i>	Means: <ul style="list-style-type: none"> a) construction work where there is no requirement to work above three (3) metres, including but not limited to, replacement of roofing, guttering; b) general maintenance works, including but not limited to, lawn mowing, gardening, window cleaning (below three (3) metres), painting; c) minor maintenance repairs, including but not limited to, repair/replacement of leaking pipes, replacing tiles, pavers, lock replacement/repairs; d) maintenance of essential fire safety equipment; e) annual inspection and notification required for essential fire safety equipment; f) pest management treatments (excluding fumigation); g) lift, traveller or escalator maintenance; or h) renewal of plant registrations in accordance with the requirements of the <i>WHS Act 2011</i> and <i>WHS Regulation 2011</i>; <p>provided however:</p> <ul style="list-style-type: none"> a) if any of these works require a principal contractor (as defined under the <i>WHS Act 2011</i> and <i>WHS Regulation 2011</i>) to be appointed then the works will be considered <i>Non-Standard Work</i>. b) If there is any inconsistency between <i>Standard Work</i> and <i>Non-Standard Work</i>, the work will be interpreted as <i>Non-Standard Work</i>.
<i>strata scheme</i>	the <i>scheme</i> described on the front page of the <i>agreement</i> .

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<i>term</i>	the period or event in <i>Item 3</i> : a) commencing on the commencement date; and b) expiring at the duration of the period identified or event in <i>Item 3</i> .
<i>Tribunal</i>	means the NSW Civil and Administrative Tribunal.

12. Interpretation

In the *agreement*, unless the contrary intention appears:

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

Important notes for the parties when executing the *agreement*:

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

Special Conditions

13. Client code of conduct

- 13.1 Bright & Duggan is committed to effective, clear, and respectful communication within its own organisation and with its clients to ensure and the highest possible level of professionalism in the delivery and receipt of its services.
- 13.2 Bright & Duggan is equally committed to protect so far as is reasonably practicable the health and safety of our staff, including their psychological and social safety in the way our services are delivered and received under this Agreement.
- 13.3 The conduct of owners corporations, bodies corporate, committee members, lot owners, residents and/or their authorised representatives can have a significant impact on the health and safety of our staff and our ability to protect the health and safety of our staff.
- 13.4 The work environment of our staff includes all places and circumstances where our staff are required to undertake work, provide services or interact with lot owners, committee members, residents, and any other people in connection to the management of a strata corporation, including without limitation, electronic methods of interaction such as email, text message or social media.

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- 13.5 In order to appropriately manage the risks posed by the persons mentioned in clause 13.3 above, it is a condition of this Agreement that all persons interacting with our staff in connection with the provision of services by Bright & Duggan under this Agreement comply with our Code of Conduct and Communication Policy as amended from time to time. A copy of the policy can be accessed at (insert web address of policy).
- 13.6 The Client must ensure that lot owners, committee members, residents, and any other people in connection to the management of a strata corporation comply with the Code of Conduct and Communication Policy and to take all reasonable necessary remedial action in response to any notification from Bright & Duggan that the policy has been breached, including without limitation, the replacement of the authorised representatives of the client who are nominated under this agreement to provide instructions to Bright & Duggan, where necessary.
- 13.7 It is acknowledged and agreed that Bright & Duggan may refuse service to any individual who is in breach of the Code of Conduct and Communication Policy and to take appropriate management action to ensure the health and safety of its staff and that such refusal of service or appropriate management action will not constitute any breach of Bright & Duggan's duties and obligations under this Agreement.
- 13.8 It is acknowledged and agreed that Bright & Duggan and the Client have obligations under the relevant work health safety legislation (WH&S Obligations) and that Bright & Duggan may give an instruction to any person in the course of providing the services under this Agreement, requiring them to take action or refrain from action as is necessary to allow Bright & Duggan to comply with its WH&S Obligations.
- 13.9 The Client must ensure that its authorised representatives, lot owners and residents comply, so far as the person is reasonably able, with any reasonable instruction that is given by the Bright & Duggan for the purposes of allowing Bright & Duggan to comply with its WH&S Obligations.
- 13.10 Failure to comply with reasonable instruction given by Bright & Duggan under clause 13.8 above will constitute a breach of the Code of Conduct and Communication Policy and this Agreement.
- 13.11 It is acknowledged and agreed that Bright & Duggan may commence proceedings in any court or tribunal of competent jurisdiction for such relief as is necessary, including without limitation, declaratory relief requiring the Client to comply with any reasonable instruction given by Bright & Duggan under clause 13.8 above.

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Schedule A1

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

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

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Schedule A2*

NOTE: Full authority is provided for the duties and functions disclosed in this Schedule subject to the extent of any limitations on authority stated in this table. * These fees have been negotiated between the parties to the agreement. The following services form part of the agreement and are functions fully delegated to the agent.

Duties and functions	Limitations on Authority e.g., on expenditure (if nothing stated, then no limitations apply)	Fee Method
Financial management Banking <ul style="list-style-type: none"> ▪ Establish and maintain the trust trading account at the agent's preferred banker. ▪ Statutory monthly bank reconciliation. 		Agreed services
Levies <ul style="list-style-type: none"> ▪ Generate and distribute levies. ▪ Provision of electronic payment facility for payment of levies. ▪ Receipt and banking of all monies. ▪ Maintenance of receipts journal. 		Agreed services
Creditors <ul style="list-style-type: none"> ▪ Process invoices on behalf of owners corporation. ▪ Check invoices for correct status and documentation. ▪ Print and post cheque and/or remittance advice for the payment of all legal liabilities of the owners corporation. ▪ Pay disbursements and expenses incurred in connection with Bright & Duggan's management of the scheme. ▪ Maintain general ledger of expense transactions. 		Agreed services
Annual financial statements <ul style="list-style-type: none"> ▪ Provide on-line statutory reconciled accounts including balance sheet, statement of income and expenditure and account summary daily (up to 48 hours post actual). ▪ Prepare administrative fund budget and capital works budget. ▪ Manage administrative fund and capital works fund. ▪ Process bi-annual Section 39 report as per the <i>Property, Stocks and Business Agents Act 2002</i> (NSW). ▪ Issue monthly building status report. 		Agreed services
GST Compliance <ul style="list-style-type: none"> ▪ Ensure the scheme complies with current GST legislation, securing relevant ABN and other registrations as required, checking tax invoice details. ▪ Ensure any income tax liability is paid. 		Agreed services
Insurance <ul style="list-style-type: none"> ▪ Arrange insurance valuation as instructed and increase insurance cover to match valuation. ▪ Obtain alternative quote(s) for insurance renewal as required (maximum of three or pursuant to relevant legislation) with insurers or brokers disclosed in Schedule C. ▪ Renew insurances according to AGM instructions. 		Agreed services

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Duties and functions	Limitations on Authority e.g., on expenditure (if nothing stated, then no limitations apply)	Fee Method
<ul style="list-style-type: none"> ▪ Prepare and lodge routine insurance claims (max time/claim 15 minutes). 		
<p>Administrative</p> <ul style="list-style-type: none"> ▪ Maintain strata roll and minute book. ▪ Maintain correspondence file. ▪ Compile, store and maintain records and documents. ▪ Record and retain notices under sections 22, 258 and 259 of the Act. ▪ Issue minutes of delegated performance. ▪ Maintain common seal. ▪ Attend to routine electronic, written and oral communication. 		Agreed services
<p>Meetings process</p> <ul style="list-style-type: none"> ▪ Prepare notices of Annual General Meetings (AGMs). ▪ Attend online AGM and concurrent Strata Committee Meetings (SCMs) held and concluded between the hours of 9:00am and 5:00pm Monday to Friday (excluding public holidays) maximum time 90 minutes. ▪ Prepare minutes of AGM and concurrent SCM. ▪ Arrange for meeting venue at the agent's premises or on-site. ▪ Chair meetings where required. 		Agreed services

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Schedule B1

NOTE: Full authority is provided for the duties and functions disclosed in this Schedule subject to the extent of any limitations on authority stated in this table. * These fees have been negotiated between the parties to the agreement. The following services are not part of the agreed services but are delegated functions at the discretion of both parties.

Duties and functions	Limitations on Authority e.g., on expenditure (if nothing stated, then no limitations apply)	Fee Method
<p>Financial management</p> <ul style="list-style-type: none"> ▪ Generate, print and post/email any additional or special levies. ▪ Arrange for external administration of any payroll requirements. ▪ Check and rectify any accounting anomalies upon takeover of management. ▪ Provide invoice approval system ("invoice hub") for the checking of creditor invoices. ▪ Provide for external warranting of creditor bona fides (registration, licenses, insurance, ABN, etc.). ▪ Provide additional financial reports either on a regular (monthly or quarterly) or ad-hoc basis. ▪ Provide past year levy notices and statements for individual lot owners. ▪ Liaise with legal debt collections agent. ▪ Liaise with creditors for unusual invoices that need clarification. ▪ Custom levies, cost recovery or lot owner invoicing. ▪ Assist auditor by providing accounts and records for audit if required. ▪ Arrange for preparation and lodgement of annual tax return. ▪ Prepare and sign income tax return as public officer of the owners corporation for lodgement as tax agent. ▪ Preparing BAS details for lodgement as tax agent. ▪ Prepare IAS details for lodgement as tax agent. ▪ Liaise with ATO regarding the tax affairs of the owners corporation. 		Additional services
<p>Insurance</p> <ul style="list-style-type: none"> ▪ Prepare, lodge and manage non-routine insurance claims (claims with brokers and/or complex claims). ▪ Organise renewal with broker if insurance not undertaken with agent's approved insurer. ▪ Liaise with loss assessors to ensure correct payment of claims. ▪ Establish and manage premium funding. ▪ Additional insurance quotes (beyond agreed three). 		Additional services
<p>Administrative</p> <ul style="list-style-type: none"> ▪ Prepare complicated or non-routine correspondence and/or reports. ▪ Telephone attendance on lot owners, committee members, agents, solicitors and contractors that does not fall within the routine daily management of the scheme. ▪ Provide for the production, holding and distribution of keys or other access instruments. ▪ Maintain a key register and distribute and collect keys and other security devices as appropriate. ▪ Attend to renovation applications (charged to applicant). 		Additional services
<p>Meetings process – AGM</p> <ul style="list-style-type: none"> ▪ Attend and chair where required AGM and concurrent Strata Committee Meetings (SCMs) held and concluded outside the 		Additional services

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<p>standard business hours of 9:00am and 5:00pm Monday to Friday (excluding public holidays).</p>		
<p>Meetings process – other meetings</p> <ul style="list-style-type: none"> ▪ Prepare, print and post/email notices of extraordinary general meetings. ▪ Prepare, print and post/email notices of strata committee meetings. ▪ Prepare, print and post/email notices of tenant representative meetings. ▪ Attend and chair where required general meetings including AGM's not covered as an Agreed Service. ▪ Attend and chair where required strata committee meetings. ▪ Attend and chair where required tenant representative meetings. ▪ Prepare and distribute minutes of extraordinary general meetings. ▪ Prepare and distribute minutes of strata committee meetings. ▪ Prepare and distribute minutes of tenant representative meetings. ▪ Arrange venues for all meetings not within Schedule A. 		<p>Additional services</p>
<p>Asset management</p> <ul style="list-style-type: none"> ▪ Arrange for completion and lodgement of annual Workcover plant registration. ▪ Arrange for completion and lodgement of annual fire audit and statement. ▪ Arrange for completion and lodgement of annual WH&S inspections and reports. ▪ Arrange for completion and lodgement of lift risk and hazard audit. ▪ Arrange for a 10-year capital works fund forecast and 5-year updates. ▪ Compile and maintain an approved contractor and service provider database. ▪ Compile and maintain a register of annual service contracts and agreements. ▪ Compile and maintain a register of all plant and essential assets as required by Workcover NSW. ▪ Engage and brief specialist consultants and experts on behalf of the owners corporation. ▪ Coordination of compliance requirements such as lift maintenance, fire systems management, window safety, pool/spa registration and other requirements regulated by Government. ▪ Arrange and execute contracts in respect of but not limited to: <ul style="list-style-type: none"> ○ Utility supply agreements (e.g. electricity); ○ Fire alarm monitoring; ○ Building services (e.g. building management, cleaning etc); ○ Maintenance agreements (e.g. lifts, fire, pumps, etc.). 		<p>Additional services</p>
<p>Repairs and maintenance</p> <ul style="list-style-type: none"> ▪ Arrange for the attendance of appropriately qualified trades persons and service providers, that have satisfied the agent as to their bona fides and are registered on the agent's trades database, to do routine repair and maintenance of the owners corporation property provided in the reasonable opinion of the agent such repair is not to exceed \$5,000 and that falls within the definition of standard work as per the WHS Act and Regulations 2011. ▪ Arrange for the attendance of appropriately qualified trades persons and service providers, that have satisfied the agent as to their bona fides and are registered on the agent's trades database, for the repair and maintenance of the owners corporation property that in the reasonable opinion of the agent such repair exceeds \$5,000 and that falls within the definition of standard work as per the WHS Act and Regulation 2011. ▪ Arrange for alternative quotes for the repair and maintenance of common property as directed by the strata committee. 		<p>Additional services</p>

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<ul style="list-style-type: none"> ▪ Provide for the coordination and supervision of major works and repairs that exceed the routine threshold of \$5,000 including major refurbishments and building rectification works including the appointment of a Principal Contractor on behalf of the owners corporation for such non-standard work. <p>Bright & Duggan only accepts non-standard work delegation where an appropriately qualified building consultant has been engaged or a Principal Contractor has been appointed.</p> <ul style="list-style-type: none"> ▪ Arrange necessary building inspections and reports as required by the owners corporation. ▪ Arrange and execute work contracts pursuant to the Home Building Act and other works with regard to defects, original building and/or developer authorised by the owners corporation. 		
<p>Legal representation</p> <ul style="list-style-type: none"> ▪ Answer queries from the strata committee about by-laws. ▪ Register new by-laws as passed (excluding any registration agent or statutory costs). ▪ Prepare, issue and serve notices to comply for breaches of the by-laws. ▪ Represent or arrange for legal representation for the owners corporation in tribunal or court proceedings. ▪ Preparation and lodgement of applications for mediation, adjudication and tribunal orders. ▪ Preparation and briefing lawyers in tribunal and legal proceedings. ▪ Arranging for the drafting of by-laws, amendments to by-laws and/or by-law reviews. 		<p>Additional services</p>
<p>Other</p> <ul style="list-style-type: none"> ▪ Any reasonable and lawful request by the owners corporation which is not stated as an agreed service. ▪ Advice provided to individual lot owners. ▪ Any Agreed Services or Additional Services required to be undertaken outside of normal business hours (normal business hours being 8.30am to 5.00pm Monday to Friday, excluding Public Holidays) at hourly rate plus 50%. ▪ Attend any meetings on Fridays after 5.00pm, Weekends or Public Holidays, per the rates outlined in Schedule D. 		<p>Additional services</p>

ALL SHADED AREAS ARE INCLUDED FREE OF CHARGE FOR ALL INCLUSIVE BUILDINGS.

Schedule B2 - Fees

Item	Charge (GST Inc)	Unit
In-house building consultant	175.00	per hour
Senior accounts/finance personnel	210.00	per hour
Brief and supervise legal action on arrears	175.00	per hour
Senior management/principal/director	350.00	per hour
Senior strata manager	265.00	per hour
Strata manager	235.00	per hour
Trainee Strata Manager	175.00	per hour
Senior strata projects & innovation manager	265.00	per hour
Strata projects & innovation manager	235.00	per hour
Strata projects & innovation assistant	175.00	per hour
Accounts staff	140.00	per hour
Administrative staff	140.00	per hour
Property services/Asset maintenance staff	175.00	per hour
Building Management Services	175.00	per hour

* These fees have been negotiated between the parties to the *agreement* and are charged in increments of 15 minutes, excluding Property Services/Asset Maintenance Staff which are charged in increments of 5 minutes.

Schedule C – Disclosure Schedule

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

Name of company/person	Amount/percentage of rebate, discount or commission	Other information relating to the disclosure
Austbrokers Sydney Pty Ltd	Up to 17.5%	Of insurer base gross premium (before gov't taxes and charges applied) or 50% of the broker fee where insurer premiums are net of commission
BAC Insurance Brokers Pty Ltd	Up to 17.5%	Of insurer base gross premium (before gov't taxes and charges applied) or 50% of the broker fee where insurer premiums are net of commission
Body Corporate Brokers Pty Ltd	Up to 15%	Of insurer base gross premium (before gov't taxes and charges applied) or 50% of the broker fee where insurer premiums are net of commission
Collective Insurance Brokers	Standard 20%	Of insurer base gross premium (before gov't taxes and charges applied) or up to 75% of the broker fee where insurer premiums are net of commission. All commissions are disclosed in the Broker Advice.
CRM Brokers Pty Ltd	Up to 50%	Of commission earned
CHU Underwriting Agencies Pty Ltd	Up to 20%	Of insurer base gross premium (before gov't taxes and charges applied)
Finn Foster & Associates Pty Ltd	Up to 25%	Of earn on renewal premiums invoiced and receipted
CHUiSaver Underwriting Agency P/L trading as FlexInsurance	20%	Of insurer base gross premium (before gov't taxes and charges applied)
Citadel Insurance Services Pty Ltd	Up to 20%	Of insurer base gross premium (before gov't taxes and charges applied)
Coverforce Insurance Brokers Pty Ltd	55%	of Broking Revenue earned and received in cleared funds in relation to the first sale and each renewal of a Strata product to a Client (Distributor Commission)
Honan Insurance Group	Up to 22%	Of insurer base gross premium (before gov't taxes and charges applied) or 50% of the broker fee where insurer premiums are net of commission

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Inglis Insurance Group Pty Ltd	Up to 75%	Of the broker fee.
Insurance Investment Solutions Pty Ltd	Up to 20%	Of insurer base gross premium (before gov't taxes and charges applied)
Pro-Insure Pty Ltd	Up to 20%	Of insurer base gross premium (before gov't taxes and charges applied) or 50% of the broker fee where insurer premiums are net of commission
Quattro Risk Services Pty Ltd	Up to 25%	Of earn on renewal premiums invoiced and receipted
Strata Community Insurance Agencies Pty Ltd	Up to 20%	Of insurer base gross premium (before gov't taxes and charges applied)
Strata Unit Underwriting Agency Pty Ltd	Up to 20%	Of insurer base gross premium (before gov't taxes and charges applied)

The *agent* is recognised by ASIC as an authorised representative of Austbrokers Sydney Pty Limited, BAC Insurance Brokers Pty Limited, Body Corporate Brokers Pty. Limited, CHU Underwriting Agencies Pty Ltd, CHUiSaver Underwriting Agency Pty. Limited. The *agent* is an insurance distributor only with the remaining companies listed in the table above except those shaded. When acting as an Authorised Representative the *agent* is qualified to give general advice and factual information about insurance, not personal advice. When acting as a Distributor the *agent* is only authorised to provide factual insurance information, not general advice and not personal advice. If the *owners corporation* requires specialist insurance advice the *agent* can refer the *owners corporation* to an insurance advisor. Where qualified as an Authorised Representative to do so; if the *agent* recommends that your building's insurance should be placed with the Insurers, the *owners corporation* acknowledges and agrees that the recommendation is general advice only (not personal advice). The *owners corporation* should read the Product Disclosure Statement before making a decision to purchase that insurance.

Other disclosure notes:

1. The *agent* has a relationship with insurance broker Collective Insurance Brokers Pty Ltd which is an associated company of the *agent* and the *agent* may propose engaging the services of this company for acceptance by the *owners corporation*.
2. The *agent* has a relationship with building and maintenance company John's Lyng Group Ltd and their associated companies which are associated companies of the *agent* and the *agent* may propose engaging the services of this company for acceptance by the *owners corporation*.
3. The *agent* has a relationship with Bright & Duggan Group Pty Ltd and their associated companies as follows:
 - a. Adpen Strata Pty Ltd
 - b. Bright & Duggan Property Group Pty Ltd
 - c. Bright & Duggan Facilities Management Pty Ltd
 - d. Bright & Duggan Property Services Pty Ltd
 - e. Bright & Duggan Pty Ltd
 - f. Bright & Duggan (ACT) Pty Ltd
 - g. Bright & Duggan (QLD) Pty Ltd
 - h. Bright & Duggan (VIC) Pty Ltd
 - i. Brisbay Pty Ltd
 - j. Cambridge Management Services Pty Ltd
 - k. Capitol Body Corporate Pty Ltd
 - l. Change Strata Management Pty Ltd
 - m. North Shore Strata Management Pty Ltd
 - n. Structure Building Management Pty Ltd
 which are associated companies of the *agent* and the *agent* may propose engaging the services of this company for acceptance by the *owners corporation*.
4. Bright & Duggan Pty Ltd operate as a registered tax agent on behalf of the schemes managed by any associated company of the Bright & Duggan Property Group Pty Ltd.

Schedule C2

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

Name of company/person	Amount/percentage of rebate, discount or commission	Other information relating to the disclosure
Active Utilities Pty Ltd	Up to 25%	Of commission received by Active Utilities
Austrata Finance	0.40%	Of strata loan drawn principal balance. All commissions are disclosed in the loan agreement.
HUM Energy	Up to 15%	Of utility billing services and related energy services
Seymour Consultants	Up to 15%	Of report cost
Solutions IE Pty Ltd	7.5%	Of report cost
Strata Energy Services Pty Ltd	Up to 35%	Of commission received by Strata Energy Services
Strata Essential Services Pty Ltd	NB To Advise	NB to Advise
Watt Utilities (Run Your Own Pty Ltd)	Up to 25%	Of commission received by Watt Utilities

Schedule D – Charged and associated fees*

Item	Charge (GST Inc)	Unit
Financial management		
Open investment account (preferred investment banker)	104.00	Per account establishment
Manage investment account (preferred investment banker)	52.00	Per transaction
Open investment account (non-preferred investment banker)	347.00	Per account establishment
Manage investment account (non-preferred investment banker)	175.00	Per transaction
Levy generation and distribution	2.50	Per lot per notice
^Provide historical levy statements	17.50	Per statement
^Provide owners tax year report	17.50	Per report
^ Refund of levy payment (subject to owner authority)	17.50	Per lot
^Payment plan set up	104.00	Per arrangement
^Payment plan statement	35.00	Per notice
^Payment plan default follow up notice	17.50	Per notice
^Arrears letter 1	35.00	Per notice
^Arrears letter 2	35.00	Per notice
^Arrears letter 3	60.00	Per notice
^Final demand letter	210.00	Per notice
^Notice of legal commencement	210.00	Per hour
Rental income notification	550.00	Per annum
Print and post cheque and/or EFT remittance	2.50	Per payment
Payment transaction fee	Per service provider	Per deposit
GST registration/deregistration	210.00	Per hour
BAS preparation	210.00	Per quarter
Tax return (NIL return)	145.00	Per return
Tax return submission	290.00	Per return
Generate additional or special levies	35.00	Per instalment
Provide on-line invoice approval system (less than 20 lots)	25.00	Per month
Provide on-line invoice approval system (20 lots to 39 lots)	47.50	Per month

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Provide on-line invoice approval system (40 lots to 99 lots)	70.00	Per month
Provide on-line invoice approval system (100 lots or more)	85.00	Per month
Additional follow-up on approvals	17.50	Per follow-up
Additional financial reports (current year)	25.00	Per set
Payroll supervision	350.00	Per quarter
Provide historical financial reports	60.00	Per set
Stop payment or dishonoured cheques	60.00	Per transaction
Software licence fee	Per service provider	Per lot
Administrative		
Issue keys and other security devices	35.00	Per transaction
Issue notice to comply	90.00	Per notice
Register by-laws and consolidation of by-laws	290.00	Per registration + legal cost
Change of Service of Notice Address	100.00	Per registration + legal cost
Annual Strata Hub Reporting/Compliance	220.00	Per lodgement
^Provide copy of insurance renewal notice	17.50	Per notice
^Provide consolidated copy of registered by-laws	17.50	Per copy
Land valuation distribution	65.00	Per valuation
Provide minute book	90.00	Per book
Provide USB drive or DVD	55.00	Per item
Box, store and manage old year records	4.60	Per small box per month
	8.10	Per large box per month
Retrieve records from archives	115.00	Per retrieval
Retrieve records from archives – within 24 hours	350.00	Per retrieval
Place common seal	25.00	Per item
Print (whether by computer, photocopy or other medium)		
<ul style="list-style-type: none"> ▪ Under 4,000 copies per month ▪ Up to 6,000 copies per month ▪ Over 6,000 copies per month 	0.60 0.50 0.40	Per page Per page Per page
<ul style="list-style-type: none"> ▪ Colour printing 	2.10	Per page
Postage	Cost + 20%	Per standard envelope
	Cost + 20%	Per large envelope
Courier	Cost + 20%	Per delivery

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Provide certificate to comply with Section 184.	Prescribed fee	Per transaction
Provide urgent (within 48 hours) certificate to comply with Section 184.	Prescribed fee x 2	Per transaction
Provide records for inspection to comply with Section 183.	Prescribed fee	Per search
Returned mail – Basic Email/Mail address search	17.50	Per search
New owner pack	25.00	Per owner
Insurance		
Obtain alternative quote(s) for insurance renewal as required (maximum of three or provide written reasons to the owners corporation if less than 3 quotations are provided) with insurers or brokers NOT disclosed in Schedule C and renew the insurances according to AGM instructions of same.	520.00	Per renewal
Asset management		
Contractor monitor and verification fee (less than 40 lots)	210.00	Per annum
Contractor monitor and verification fee (40 lots or more)	350.00	Per annum
Issue work order/quote requests	15.00	Per order/request
WorkCover plant registration lodgement only (where no services per schedule B are undertaken)	210.00	Per item
Annual fire safety statement lodgement only (where no services per schedule B are undertaken)	210.00	Per annum
Meeting process		
Attend meetings on Fridays (after 5:00pm)	350.00	Per hour
Attend meetings on Weekends or Public Holidays	600.00	Per hour
Insurance Renewal Meeting (in accordance Schedule 2 of the Act)	165.00	Per meeting
Adjourned meeting notice charge	210.00	Per meeting
Electronic medium		
Electronic and telephonic recoveries		
<ul style="list-style-type: none"> ▪ Less than 20 lots ▪ Between 20 to 79 lots ▪ Over 80 lots 	13.00 0.70 0.50	Per month Per lot per month Per lot per month
Electronic document storage	1.40	Per lot per year
Document scanning and indexing for electronic storage		
<ul style="list-style-type: none"> ▪ Less than 40 lots ▪ Between 40 to 99 lots ▪ Over 100 lots 	17.50 0.47 0.24	Per month Per lot per month Per lot per month

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

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^These services are generally provided to an Owner and applicable fees charged to the Lot, unless the service is requested by the Owners Corporation.

ALL SHADED AREAS ARE INCLUDED FREE OF CHARGE FOR SET DISBURSEMENT BUILDINGS WHERE THESE ITEMS RELATE TO SCHEDULE A SERVICES BUT **NOT** FOR SCHEDULE B SERVICES

VOTING DECLARATION
(ignore if voting electronically)

1. Complete **ALL** information requested below.
2. Ensure that you sign this Voting Declaration.
3. Return the completed Voting Form and Voting Declaration in accordance with one of the following methods'.

State the capacity in respect of which you exercise your right to vote:

Owner Proxy Power of Attorney Other

State your name/s:

.....
(all registered names must be included as they appear on the strata roll)

State the lot/s in respect of which you exercise your right to vote:

.....

If you are casting a proxy vote, state the name/s and capacity of the person who gave you the proxy:

.....
(all registered names must be included as they appear on the strata roll)

Owner Power of Attorney Other

Signature/s:

(in the case of joint ownership, all owners must sign this form, and in the case of ownership by a corporation, the company nominee must sign this form)

Date:

...../...../20

Meeting Date:

-----/-----/20

Postal Method:

Attn: The Secretary – Strata Plan No. 76171
C/- Bright & Duggan Pty Ltd
PO Box 281, CROWS NEST NSW 1585

Email Method:

Attn: The Secretary – Strata Plan No. 76171
customercare@bright-duggan.com.au

APPOINTMENT OF COMPANY NOMINEE

This form should be completed by a company that owns a strata lot and wants to appoint a nominee to act on its behalf and vote for it at meetings of the owners corporation (in accordance with section 154 of the *Strata Schemes Management Act 2015*)

Please return your completed form to the owners corporation c/- Bright & Duggan Pty Ltd, PO Box 281, Crows Nest NSW 1585. Email address: customercare@bright-duggan.com.au. The name and address of the company nominee will be recorded in the strata roll and the nominee will then be able to vote at general meetings of the owners corporation.

1	Company name	
2	Company A.C.N.	
3	Strata plan number	
4	Strata lot number	
5	Company address for the service of notices	
6	Company contact telephone number	
7	Name of the company nominee	
8	Company nominee address for the service of notices	
9	Company nominee contact telephone number	

10 Affix the company seal (if required by the company)

EXECUTED by _____ in accordance with Section 127 of the *Corporations Act 2001* (CTH)

Signature

Signature

Name

Name

Designation

Designation

Date: _____

STRATA COMMITTEE NOMINATION FORM

Important information

A nomination may be made by:

- A sole owner to any eligible person or themselves
- A co-owner to any person or the other co-owner (but not themselves)
- A company nominee to any person or themselves

A nomination may not be made by a proxy.

Please note

- Only one nomination can be made per lot
- An unfinancial owner can make a nomination
- An unfinancial owner cannot be appointed
- Co-owners cannot both be candidates for election unless they own more than one lot in the scheme

Nomination may be made at any time before the election is held and may be made at the meeting.

STRATA PLAN:

DATE:

NOMINEE DETAILS

I, _____, the owner / company nominee of lot _____ wish to
(nominator's name)

nominate _____ of _____
(nominee's name) (lot / unit, name or organisation)

for election onto the strata committee at the next General Meeting to be held on ____/_____/20

Signature of Nominator

Signature of Nominee (acceptance of the nomination)

OFFICER NOMINATION FORM

Important information

Pursuant to Clause 11 of the Strata Schemes Management Regulation 2016, the Owners Corporation calls for nominations for officers of the Strata Committee (Chairperson, Secretary and Treasurer).

A nomination may be made by:

- A person that is successfully appointed as a member on the Strata Committee

Please note

- A member cannot nominate themselves for an officer's position
- A member can nominate a member to hold multiple officer's positions
- A nomination may be made at any time before the election is held and may be made at the meeting

STRATA PLAN:

DATE:

NOMINEE DETAILS

I, _____, if successfully appointed as a member on the Strata Committee wish to
(nominator's name)

nominate _____ of _____
(nominee's name) (lot / unit, name or organisation)

for the following officer's position at the Strata Committee Meeting to be held on ____/_____/20

() Chairperson () Secretary () Treasurer

Signature of Nominator

Signature of Nominee (acceptance of the nomination)

Proxy Appointment

Strata Schemes Management Act 2015

Approved form under: *Strata Schemes Management Act 2015 (Clause 26 (1) of Schedule 1)*

Date

I/We *[name(s)]*

the owners of lot *[address]*

In Strata Plan No. Appoint *[name of first appointee]*

Of *[first appointee's address]*

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

I/We appoint *[second appointee's name]*

Of *[second appointee's address]*

as my/our proxy for the purposes of meetings of the owners corporation (including adjournments of meetings) if the first appointee already holds the maximum number of proxies that may be accepted.

Period or number of meetings for which appointment of proxy has effect *[Tick OR tick and complete whichever applies below]:*

- 1 meeting [please insert number] meetings
- 1 month [please insert number] months
- 12 months 2 consecutive annual general meetings

(Note: The appointment cannot have effect for more than 12 months or 2 consecutive annual general meetings, whichever is the greater.)

[Tick and complete whichever applies below]:

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

OR

2. This form authorises the proxy to vote on my/our behalf on the following matters only:
[Specify the matters and any limitations on the manner in which you want the proxy to vote; attach additional page/s if necessary.]

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

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

Signature of owner/s

X <hr style="width: 80%; margin: 0 auto;"/>	
Name <i>[print]:</i>	

X <hr style="width: 80%; margin: 0 auto;"/>	
Name <i>[print]:</i>	

NOTES ON APPOINTMENT OF PROXIES

1. This form is ineffective unless it contains the date on which it was made and it is given to the secretary of the owners corporation at least 24 hours before the first meeting in relation to which it is to operate (in the case of a large strata scheme) or at or before the first meeting in relation to which it is to operate (in any other case).
2. This form will be revoked by a later proxy appointment form delivered to the secretary of the owners corporation in the manner described in the preceding paragraph.
3. This proxy is valid for any general meetings held during the period (if any) specified on page 1 of this form. If no period is specified then this proxy ends after 12 months or two annual general meetings, whichever occurs later.
4. If a person holds more than the total number of proxies permissible, the person cannot vote using any additional proxies. The total number of proxies that may be held by a person (other than proxies held by the person as the co-owner of a lot) voting on a resolution are as follows:
 - (a) if the strata scheme has 20 lots or less, one,
 - (b) if the strata scheme has more than 20 lots, a number that is equal to not more than 5% of the total number of lots.
5. A provision of a contract for the sale of a lot in a strata scheme, or of any ancillary or related contract or arrangement, is void and unenforceable to the extent that it:
 - (a) requires the purchaser of a lot, or any other person, to cast a vote at a meeting of the owners corporation at the direction of another person, or
 - (b) requires the purchaser to give a proxy at the direction of another person for the purpose of voting at a meeting of the owners corporation (that is a person cannot rely on any such proxy to cast a vote as a proxy).

NOTES ON RIGHTS OF PROXIES TO VOTE

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

Notice of Strata Committee Meeting

The Owners of – Strata Plan No. 76171
11-13 OAKS AVENUE, DEE WHY, NSW, 2099

Strata Manager: Cathy Liang

Meeting Date: 15 November 2023

Time: 05:00 PM

Meeting Location: https://teams.microsoft.com/dl/launcher/launcher.html?url=%2F_%23%2F%2Fmeetup-join%2F19%3Ameeting_MmYyNzJkMTktMmNkNSooMzU2LWlyOGltZjAyYjM5YjIzNzkz%40thread.v2%2F0%3Fcontext%3D%257b%2522Tid%2522%253a%2522ee41b01-d42a-4861-b5f6-6b2699170934%2522%252c%2522Oid%2522%253a%25226439376b-4146-4d18-8918-3773332d4045%2522%257d%26anon%3Dtrue&type=meetup-join&deeplinkId=54f9c490-fe29-4fdb-85ce-feefa06793df&directDL=true&msLaunch=true&enableMobilePage=true&suppressPrompt=true

Meeting ID: 448 042 818 420



Agenda

Attendance & Meeting Procedures

- Recording of persons in attendance
- Apologies
- Determination of quorum
- Chairperson of the meeting
- Commencement time

Reference to a section is reference to a section in the Strata Schemes Management Act 2015 (NSW) & reference to a regulation is reference to a regulation in the Strata Schemes Management Regulation 2016 (NSW), unless otherwise stated.

All of the relevant documents for this meeting can be easily accessed on the StrataMax Portal via your link through the Bright & Duggan website at www.bright-duggan.com.au

Quorum

A quorum is present at a meeting immediately following where not less than 50% of the persons entitled to vote being present. The quorum for a meeting is calculated on the basis of the number of members last determined by the owners corporation for a strata committee. Therefore, vacant positions are not excluded from calculation of the quorum.

Voting Rights

An un-financial strata committee member is not entitled to vote at a meeting on a motion unless payment has been received before the meeting of all contributions levied on the owner, and any other amounts recoverable from the owner, in relation to the lot.

Decisions at the Meetings

A motion or decision is passed by a simple majority of votes cast for or against the consideration with each person having one vote in respect of which the person is entitled to vote.

Tenant Representative

A tenant representative, elected in accordance with Section 33 of the *Strata Schemes Management Act 2015 (NSW)*, is entitled to attend the meeting of the strata committee, but is not entitled to vote on decisions of the committee, put forward a motion or nominate a person for office.

Similarly, the tenant representative is not entitled to act as an officer of the owners corporation for strata committee purposes and does not count towards calculation of the quorum.

The strata committee may determine that the tenant representative is not permitted to be in attendance at the meeting during discussions or decisions relating to financial matters.

Non-Member Owner Attendance

Strata schemes over 100 lots (excluding parking or utility lots) are required to receive notices of the strata committee meetings. Owners or their nominees may attend a strata committee meeting and may address the meeting with committee approval.

Disclosure of Pecuniary Interest

If a member of the strata committee has a direct or indirect pecuniary interest in a matter being considered at the meeting and that interest appears to be in conflict with their duties, the member must, as soon as possible

after the relevant facts have come to the member's knowledge, disclose the nature of the interest to the strata committee.

After a member has disclosed the nature of the interest in any matter, the member must not, unless the strata committee otherwise determines, be present or take part in any decision in relation to the matter.

Meeting Protocols

Meetings of the strata committee provides a forum for the members with an opportunity to discuss, contribute and participate in the decision-making process concerning all facets of the common property within the strata scheme. Bright & Duggan encourages participation of all members at the meetings and recommends the following meeting protocols for an efficient and effective meeting:

- Be prompt. Allow sufficient time to register your attendance so that the meeting can commence at the nominated time.
- Turn mobile phones and any other electronic devices to silent.
- Address the meeting via the chairperson only and at their permission. The chairperson is responsible for ensuring all attendees have an opportunity to address the meeting and that the voting process is accurate.
- Be respectful of others addressing the meeting by not participating in 'side conversations'.
- Some matters not included on the agenda notice may not be permitted to be discussed or resolved at the meeting. This is in recognition of a failure to provide notice to other interested members and/or owners.
- Your decisions should be made for the collective good of the owners corporation, rather than for self-interest.

Minutes

Owners can register for distribution of notices electronically. Please contact our Customer Care Department for further assistance on (02) 9902 7100 or email customercare@bright-duggan.com.au.

Distribution of minutes of strata committee meetings, in accordance with schedule 2 of the Strata Schemes Management Act 2015 (NSW), will proceed in the following manner: a) by giving each member of the strata committee a copy, b) by giving each owner a copy, if the strata scheme is not a large strata scheme, and c) by giving an owner a copy, if the strata scheme is a large strata scheme and the owner requests a copy within the period of 7 days.

Pre-Meeting & Electronic Voting

Electronic Voting:

Electronic voting will be conducted using StrataVote. Use the link in the email to open StrataVote to Pre-Vote before the meeting starts. Alternatively you can use StrataVote Anywhere to vote during a live meeting.

Postal Voting:

Alternatively, you may submit your votes by returning the voting paper at the end of this notice along with the declaration form. Please see below methods:

Meeting Date	15 November 2023
Meeting Time	05:00 PM
Postal Method	Att: The Secretary - 76171 C/- Bright & Duggan Pty Ltd PO Box 281, CROWS NEST NSW 1585
Email Method	Att: Bright & Duggan customercare@bright-duggan.com.au



Motions

1. Minutes

That the minutes of the last Strata Committee meeting held on 18th of January 2023 be adopted as a true and accurate record of the proceedings of that meeting.

Explanatory Notes:

The minutes of the last Strata Committee meeting have been attached to the notice of this meeting. This motion confirms accuracy of the minutes and in the event that the minutes are in error, a member may move that the minutes be amended.

2. Selection of Office Bearers

The office bearers will be chosen at the meeting.

3. Voting Methods

That the Strata Committee, in accordance with Regulation 14, resolves to adopt other voting methods by means of (teleconference, video-conference, email, pre-meeting voting, other means) while participating in a meeting from a remote location.

Explanatory Notes:

This motion permits Strata Committee alternative methods to participate in a meeting from a remote location.

4. Term of Appointment

That the Strata Committee, in accordance with Section 50(6)(a), acknowledges the term of the Strata Management Agency Agreement with Bright & Duggan Pty Ltd ends on 13th of February 2025 and that the Strata Committee, in accordance with Section 50(4), resolves to extend the appointment of Bright & Duggan for up to 3 months from this date.

Explanatory Notes:

Section 50(6)(a) provides that the Managing Agent must give the Owners Corporation written notice at least 3 months before the end of the term of appointment and the Strata Committee may, in accordance with Section 50(4), extend the term of appointment up to 3 months after the end of the term, but not for any period that would extend beyond the date of the next Annual General Meeting.

5. Other Business

That the strata committee discuss any further items of business that attendees wish to raise at the meeting and resolve how those will be dealt with at a later meeting (noting that depending on the nature of the item, it may not be able to be resolved at the meeting).

unit 12 timber floor

Carpet replacement with an indicative maximum cost of \$20,000.

Date of Notice: 1 November 2023

Bright & Duggan Pty Ltd

Managing agents for Plan No. 76171

Minutes of

Strata Committee Meeting

To The Owners of – Plan No. 76171

11-13 OAKS AVENUE, DEE WHY, NSW, 2099



Meeting Date:	18 January 2023
Time:	05:30 PM
Address:	https://us06web.zoom.us/j/83127615176?pwd=dHJLYUpNR1A5bUp1MmhPVkxuUWMxUTog
	Meeting ID: 831 2761 5176 Passcode: 035803
Present:	Ruth Clayton (Lot 00017) Committee member present Freddie Moh (Lot 00018) Committee member present Alexander Holzer (Lot 00027) Committee member present Nicole Cruz (Lot 00036) Committee member present Alison Kopp (Lot 00037) Committee member present
In attendance:	Tino Bunhu Bright & Duggan Hanh Bui R. Wilson
Chairperson:	Tino Bunhu
Apologies:	
Quorum:	Yes, 50% or more of strata committee members in attendance

1. Minutes

RESOLVED

Resolved that the minutes of the last strata committee meeting held on 10/03/22 be adopted as a true and accurate record of the proceedings of that meeting.

2. Election of Officers

RESOLVED

Resolved that the strata committee, in accordance with regulation 11, resolves to elect a chairperson, secretary and treasurer of the committee.

3. Common Property Safety Audit

DEFEATED

Defeated that the strata committee resolves to do the following:

1. Engage a suitably qualified consultant or contractor to carry out an inspection and submit a corrective actions report, in compliance with the Work Health & Safety Act 2011 (NSW);
2. Delegate to the building manager and/or strata committee to determine and resolve the corrective actions (if any) and engage suitably qualified contractor to complete any works; and
3. Delegate to the managing agent any functions pursuant to the strata management agency agreement (additional services schedule where applicable) to undertake any of the above.

4. Appoint Contact and Substitute Contact

RESOLVED

Resolved that the Strata Committee resolves to appoint a member of the Strata Committee to liaise with the strata manager and be the strata manager's primary point of contact. Further, that an alternate member of the Strata Committee be nominated to liaise with the strata manager as a substitute contact in the event of the absence of the primary contact.

5. Voting Methods

RESOLVED

That the strata committee, in accordance with regulation 14, resolves to adopt other voting methods by means of (teleconference, video-conference, email, pre-meeting voting, other means) while participating in a meeting from a remote location.

6. Other Business

That the strata committee discuss any further items of business that attendees wish to raise at the meeting and resolve how those will be dealt with at a later meeting (noting that depending on the nature of the item, it may not be able to be resolved at the meeting).

There being no further business the meeting closed at 07:00 PM.

**Bright & Duggan Pty Ltd
Managing Agents for Plan No. 76171**



Voting Declaration – ignore if voting electronically

1. Complete **all** the information requested below.
2. Ensure that you sign this voting form.
3. Return the completed voting form and voting paper via the below methods.

State the capacity in which you exercise your right to vote:

Owner Proxy Power of Attorney Other

.....

State your name/s:

.....

(all registered names must be included as they appear in the strata roll)

State the lot/s in respect of which your vote is cast:

.....

If you are casting a proxy vote, state the name/s and capacity of the person who gave you the proxy:

.....

(all registered names must be included as they appear in the strata roll)

.....

Owner Proxy Power of Attorney Other

.....

Signature/s:

.....

Postal Method Attn: The Secretary - OAKS AVE - 11-13 Plan No. 76171
C/- Bright & Duggan Pty Ltd
PO Box 281
CROWS NEST NSW 1585

Email Method Attn:Cathy Liang
customer@bright-duggan.com.au