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Strata Title Pre-Purchase Records Report

VENDOR Popovski

STRATA TITLE DETAILS

STRATA PLAN 81912

LOT NUMBER 16

STREET ADDRESS: 16/27-41 Wyndham Street, Alexandria – “Espra”.

REFERRED BY: Sydney Links Real Estate

INVOICE No: 00003982

DATE OF INSPECTION: 22 November, 2017

We have carried out an inspection of the books and records held by the Strata Manager / Owners' Corporation of the above Strata Plan. The information found is recorded in this report.

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1. DICTIONARY

- 1.1 **“The Act”**-refers to the Strata Schemes Management Act 1996.
- 1.2 **“FAGM”** – refers to the First Annual General Meeting.
- 1.3 **“AGM”** – refers to the Annual General Meeting.
- 1.4 **“EGM”**- refers to an Extraordinary General Meeting.
- 1.5 **“S/C”** - refers to the Strata Committee (previously known as Executive Committee).
- 1.6 **“N/A:** - refers to Not Applicable.
- 1.7 **“UTD”** – refers to Unable to Determine
- 1.8 **“BMC”**- refers to the Building Management Committee.
- 1.9 **“U/E”**- refers to the Unit Entitlement.
- 1.10 **“O/C”** – refers to the Owners Corporation.
- 1.11 **“The Scheme”** – refers to the Strata Title Scheme.

Throughout the report there are references made to the **Administrative (admin) and Capital Works Fund (previously known as the Sinking Fund)**. Primarily the Administrative Fund is raised to cover costs that are ongoing annually (for example cleaning, insurance, repairs and maintenance, common property water and electricity, management fees). However the Capital Works Fund money is raised to cover major expenditure such as painting, guttering, carpeting and fence replacement, which is done every 5 to ten years on average.

2. TITLE DEED

2.1 A copy of the Certificate of Title for the common property was sighted. Edition number 5

Date issued: 8/3/2017
Folio Identifier: CP/SP81912

2.2 The strata plan was first registered on 5/3/2009

2.3 Number of Lots in the Strata Plan 64

2.4 Number of Units in the building 64

2.5 Have there been any subdivisions No

2.6 Is the strata part of a Community Association or BMC? No
If yes, who is the manager of the Scheme?

3. STRATA ROLL

3.1 Is there a Strata Roll Yes

3.2 From the entries on the Strata Roll does the Initial Period appear to have expired? Yes (according to Strata Roll entries)

Note: The following must be recorded in the strata roll according to the Strata Schemes Management Act 1996

3.3 Lot details for Lot: 16

Vendor: The recorded owner is Kocho Popovski
C/-Sydney Links Real Estate
PO Box 1188, Sydney NSW 2011

Original Owner is: Prisdad Investments, TTC Holdings P/L.
Builder: Ceerose & Cityview Gardens P/L.

3.4 **Mortgagees:** The recorded mortgagee is None recorded

3.5 **Unit Entitlement:** The Unit Entitlement (U/E) is: 134, / 10,000

Note: The Owners' Corporation must prepare and maintain the strata roll in accordance with this section of the SSM Act. The strata roll can be recorded or stored mechanically, electronically or by other means.

4. INSURANCE'S

Insurance of Buildings- information gained from Certificate of Currency - Copy attached

Building cover:	\$20,950,000
Premium:	\$28,949.03
Policy number:	NRSC16000984
Due date:	24/3/2018

4.1 The excess is \$ 1,000 all claims, \$500 Machinery Breakdown

4.2 Insurance Broker is: BAC Brokers

4.3 Insurance Company is: Strata Community Insurance

4.4 Valuation -Building

Has a valuation been carried out in the last 5 years? Yes

If yes who by? AG Thomas Valuers Dated 14/12/2016 Value \$20,950,000

Note: It is a requirement of the SSM Act that the owners' corporation undertake a property valuation for insurance purposes at least once every 5 years and have the building insured for its current replacement value.

5. RECORDS OF NOTICES AND ORDERS

5.1 How are the records presented for inspection? Electronically

Records are scanned onto a computer system by some strata management companies. In some instances, we are required to inspect computer systems and loose copies of records, therefore, we cannot guarantee that what we sighted as part of this inspection is all that the manager has in their possession.

6. DOCUMENTATION RETENTION

6.1 Are documents retained for the prescribed period? (Seven Years) Yes

7. BOOKS OF ACCOUNT

- 7.1 What was the approximate balance of the Cash at Bank? \$ 349,562.14 as at 22 NOVEMBER 2017
- Comprised of (Levies in advance, levies in arrears, Creditors):
 Admin Fund: \$118,234.17
 Capital Works Fund: \$220,244.44
- 7.3 How were these approximate balances ascertained? PC Printout
- 7.4 Are there any arrears for the Scheme \$1,725.42
- 7.5 Has an Accountant been appointed? Yes

8. CONTRIBUTIONS

- 8.1 The records indicate that current standard contributions for the subject lot are as follows:
- Administrative Fund \$ 569.53 per quarter
 - Capital Works Fund \$ 321.34 per quarter
 - Special levy \$ 1,059.69 each instalment
 - Levies due 1 February 1 May 1 August 1 November
- 8.2 Are there any arrears for the subject lot? \$55.00 owing for a fob charge
- 8.3 Are there any current special levies periodic or lump sum payments? YES
- 8.4 Details of current special levies are:
- Fund Admin Fund
 - Total amount \$ 215,675 + GST
 - For the subject lot \$ 1,059.69 EACH INSTALMENT
 - Due date/s 1/11/2017 (PAID), 1/2/2018 & 1/5/2018
 - Purpose Defects claim.
See Building Matters section herein
- 8.5 Do the records disclose the possibility of special levies in the near future? Unable to determine at this stage
- 8.6 if so, what are the likely details?
- Fund -
 - Amount \$ -
 - Likely Date -
 - Purpose -
- Note:** Special levy amounts listed are for the entire Strata Plan. To work out the proportion for the listed lot divide the amount of the special levy by the Unit Entitlement Aggregate (Agg) and then multiply by the U/E. Then divide by the number of installments/quarters.

9. BY-LAWS

- 9.1 Are there Special By-Laws registered? Yes: Consolidation of By-Laws registered.
See attached list
- 9.2 Are there any By-Laws that have not been registered in the last two years? Yes- AGM 2017:
Minor renovations,
Short term letting
- 9.3 What is the attitude of the Owners' Corporation to the keeping of animals? As per By-Laws-Option B adopted:
Option B
1. Subject to section 49(4) of the Act, an owner or occupier of a lot must not, without the prior written approval of the owners corporation, keep any animal (except a cat, a small dog or a small caged bird, or fish kept in a secure aquarium on the lot) on the lot or the common property.
 2. The owners corporation must not unreasonably withhold its approval of the keeping of an animal on a lot or the common property.
 3. If an owner or occupier of a lot keeps a cat, small dog or small caged bird on the lot then the owner or occupier must:
 - a. notify the owners corporation that the animal is being kept on the lot, and
 - b. keep the animal within the lot, and
 - c. carry the animal when it is on the common property, and
 - d. take such action as may be necessary to clean all areas of the lot or the common property that are soiled by the animal.
- 9.4 Were any common property rights by-laws registered for the subject lot? Nothing specific

10. MANAGING AGENT

10.1 Managing Agent: McCormacks Strata Management
Suite 5.01/Level 5, 151 Castlereagh Street
Sydney

Phone: 9299 6722

10.2 This Managing Agent / Owners Corporation was appointed in 2012.
A written appointment and delegation was sighted

11. MINUTES

11.1 Date of FAGM Not sighted/provided

11.2 Date of last AGM 27 September 2017

11.3 Last meeting posted in minute book sighted AGM 2017

11.4 Copy of Minutes attached AGM's 2016, 2017, SCM 17/7/2017
& EGM 21/3/2017

Minute book inspected dated from 24 July 2012, at the time of McCormacks appointment

12. STRATA COMMITTEE MEMBERS

12.1 The duly elected members of the committee

Please see attached appointed members as per AGM

13. INCOME TAX

13.1 Does the Owners Corporation appear to receive taxable income? Yes

13.2 If so: ➤ What is the source of that income? Interest on Savings
➤ Are Income Tax Returns lodged? Yes

14. BREACH of BY-LAWS/HARMONY

So far as was possible to ascertain from the Owners' Corporation records:

14.1 State of harmony in building
by-law Infringements: Storing goods in car spaces
Short term letting
Parking in visitors spaces by residents

15. BUILDING MATTERS

15.1 BUILDING MATTERS

Defects

2011 Strata Engineering Solutions provide a defect analysis on the common property areas only.

A copy of the 5 page investigation is attached.

The majority of the defects relate to water penetration throughout the building, efflorescence on balconies, cracking, drummy and lifting tiles.

A Deed is signed between Ceerose and Cityview Gardens and the owners' corporation in relation to defect rectification. The builder has agreed to rectify all notified defects. Copy attached.

27/9/2013 A defects rectification update is provided, listing those matters dealt with and those still to be rectified. Copy attached of the 7 page spreadsheet.

A special levy of \$150,000 + GST is raised to fund the defects claim.

1/2/2016 Sachs Gerace Broome Lawyers, acting for the owners' corporation writes to Ceerose, Cityview Gardens, TTC Holding and Prisan Investments advising them of the defects claim in the Supreme Court and the Summons issued (copy attached of the letter to Ceerose -the same wording is the same on each recipient's letter).

2017 a special levy of \$215,675 + GST is raised to fund the continuing defects claim in the Supreme Court.

Negotiations are still being undertaken to reach a Settlement and Deed.

Matter ongoing.

15.2 LITIGATION / OTHER MATTERS

2017 - No information regarding past / current or possible litigation involving the owners corporation was sighted

16. COMPLIANCE REPORTS

IT IS USUAL PRACTICE FOR THE OWNERS' CORPORATION TO VOTE AT THE ANNUAL GENERAL MEETING WHETHER THE FOLLOWING REPORTS ARE TO BE UNDERTAKEN OR REVIEWED.

AT THE TIME OF OUR INSPECTION THE RECORDS PRESENTED TO US CONTAINED THE FOLLOWING REPORTS:

OCCUPATIONAL HEALTH & SAFETY

O H & S Report Yes ☐ No ☒

SINKING FUND ANALYSIS

Has the owners' corporation complied with the SSM Act 1996 in respect of carrying out this inspection?

YES ☒ No ☐ YEAR: 2014 attached ☒

ANNUAL TERMITE REPORT

Has the owners' corporation complied with the recommendations of AS3660.1 & 4349.1 in respect to having this inspection carried out? YES ☐ No ☒

ANNUAL FIRE SAFETY STATEMENT (FORMALLY 15A CERTIFICATE)

Was a current 15a Certificate sighted in the files presented?

YES ☒ No ☐ DATED 25/11/2016 Copy attached ☒

We recommend that own enquiries be made with Local Council in respect of the subject complex that, if applicable, Annual Fire Safety Certification (formerly Form 15A) has been lodged and /or that all fire safety requirements at the complex comply with current standards.

ASBESTOS REGISTER & MANAGEMENT PLAN

Was a current Asbestos Report or Management Plan sighted in the files presented?

YES ☐ No ☒

SWIMMING POOL

Was a current Swimming Pool Registration or Certification sighted in the files presented?

YES ☐ No ☒

As of April 2013 under the Swimming Pool Act 1992, all owners of swimming pools are required to register their pool on the state wide register.

CHILD SAFETY WINDOW DEVICES

By Law, owners' corporations in NSW must have window safety devices installed on all above ground windows by 13 March 2018. Has this been complied with to date?

YES ☐ No ☒

LIFT CERTIFICATION

YES ☐ No ☐ DUE TO EXPIRE: 22/6/2018

17. HISTORICAL INFORMATION

The following details are that of work carried out at the property as recorded in the **STATEMENT OF INCOME AND EXPENDITURE REPORTS** held by the Managing Agent / Owners Corporation. Where possible we have accessed and inspected the records for the last five years (some Managing Agents & Owners Corporations do not present 5 years of information for inspection)

Repairs and Maintenance [R&M] (Admin) / Replacements – Capital works / Special levy works / One off Projects

BUILDING ISSUES / WORK CARRIED OUT RELATING TO LOT No. 16

No specific expenditure was sighted in relation to this lot in the financial reports presented.

BUILDING ISSUES / WORK CARRIED OUT RELATING TO COMMON PROPERTY

2017	Fire control systems	\$1,390
	Waterproofing	\$1,680
2016/17	Special levy expenses	\$225,000
	Building rectification	\$4,185
	Fire control systems	\$3,445
	Landscaping/grounds	\$3,280
	Painting	\$990
	Security	\$5,404
2015/16	Special levy expenses	\$150,000
	Electrical	\$4,605
	Fire control systems	\$4,995
	Security	\$925
2014/15	Electrical	\$6,040
	Pumps/boilers	\$8,985
	Security	\$991
2013/14	Building rectification	\$9,540
	Fire control systems	\$800
	Garage doors	\$1,545
	Painting	\$14,304
	Security	\$786
2012/13	Building rectification	\$3,261
	Electrical	\$2,212
	Fire control systems	\$4,470
	Painting	\$2,570
2011/12	Air conditioning	\$2,683
	Building rectification	\$627
	Electrical	\$7,271
	Emergency lighting	\$3,513
	Fire control systems	\$1,080
	Floorcoverings	\$544
	Plumbing	\$342
	Security	\$126

17. HISTORICAL INFORMATION

(cont)

HISTORY OF SPECIAL LEVIES RAISED

\$150,000 + GST For Defects claim resolved @ AGM, 25/8/2015 Payable 1/11/2015, 1/2/2016 & 1/5/2016

\$215,675 + GST FOR Defects claim resolved @ AGM, 27/9/2017 Payable 1/11/2017, 1/2/2018 & 1/5/2018

Note: This section can indicate whether the Owners Corporation / Managing Agent are in control of the budget and expenses.

OUTSTANDING BUILDING WORKS

2017 Ongoing expenses to fight the defects claim in the Supreme Court.
See Building Matters section herein.

Note: Shows details of works quoted but not yet resolved, Building works not yet complete and unpaid invoices (etc).

BUDGET ANALYSIS

ARE ESTIMATES MADE AT THE AGM? Yes

YEAR	ADMINISTRATIVE FUND	CAPITAL WORKS FUND
2014	BUDGET \$161,600 + GST	BUDGET \$40,500 + GST
2015	BUDGET \$109,700 + GST	BUDGET \$102,500 + GST
2016	BUDGET \$152,000 + GST	BUDGET \$83,000 + GST
2017	BUDGET \$158,750 + GST	BUDGET \$83,000 + GST

Note: This section shows increases / decreases in the budget over recent years when records are available for inspection. It gives an indication of cost trends for the Scheme.

18. INSPECTOR'S SPECIAL NOTES

The owners' corporation employs a Building Manager, PJM Building Management, to administer the day to day repairs and maintenance matters onsite.

As noted in Section 8 of the report the special levy instalments for U16 are as follows:

\$1,059.69 each instalment

Due dates: 1/11/2017 (paid), 1/2/2018 & 1/5/2018.

19. IMPORTANT NOTES

- a. During the course of the subject inspection, no attempt was made to ascertain whether any Managing Agent has complied with the detailed accounting requirements of the Property, Stock and Business Agents Act 2002 legislation or whether the prescribed accounting and prescribed financial statement requirements are being complied with by the Owners Corporation. This would necessitate a detailed examination of the records by a qualified auditor/consultant.
- b. The information contained in this report was extracted from the books and records of the Owners Corporation. This report covers a period of 5 years unless otherwise stated, or unless the plan is less than 5 years old. Due to time constraints and the volume of records often presented for large plans, we deal with the most relevant and current issues.
- c. Special procedures were followed to minimise the possibility of records not being made available for inspection. However, your attention is directed to the possibility that all of the Owners Corporation Records may not have been made available for inspection or, alternatively, that the records may have been archived offsite by the manager or Secretary of a scheme.
- d. This report is issued to the named client and if that person is a solicitor or conveyancer, the client of that solicitor or conveyancer, Strata Property Inspections P/L will not accept any responsibility to any other person who relies upon this report to their detriment unless it has agreed in writing to accept such responsibility.
- e. Under the Home Building Act 1989, new buildings of four (4) floors or more commencing construction on or after 1st January 2004, are no longer covered under the Home Owners Warranty Insurance for building defects. Thus, all costs to rectify problems become the Owners Corporation's responsibility. It should be noted that commercial plans are not covered for HOW Insurance, even if part of a large residential scheme.
- f. The Completion date of a strata building occurs on the issue of an Occupation Certificate allowing the whole building to be used and occupied. This will have a bearing in relation to the new Building Warranty Laws effective 1 Dec 2014, that state warranty is for 2 years only now for non-standard defects, 6 years for structural defects.
- g. Strata schemes with over 100 lots (not counting parking, storage or other utility lots) now have specific rules applying to them. These lots must from 7/2/2005 carry out the following:
 - have the scheme's financial accounts audited every year (to the requirements of the Australian Auditing Standards) before the AGM
 - specifically identify in the annual budget amounts expected to be spent on individual items
 - obtain at least two (2) quotations for any expenditure of over \$25,000
 - give all lot owners at least 72 hours personal notice (which may be by email) of upcoming executive committee meetings.
 - give all lot owners personal notice (which may also be by email) of the decisions of the executive committee within seven (7) days of the meeting taking place
 - Lot owners wanting to utilise a proxy vote at an owners corporation meeting must give the secretary the written proxy arrangements at least 24 hours before the scheduled meeting.
 - Executive Committees of large schemes are limited in what they can spend. Other than in the case of an emergency, the executive committee may not spend more than 10% above the budgeted amount for any item.

DISCLAIMER OF LIABILITY TO THIRD PARTIES:- This report is made solely for the benefit of the client named on the face of this report and no liability or responsibility whatsoever is accepted to any third party who may rely on the Report wholly or in part. Any third party acting or relying on this report whether in whole or in part do so at their own risk.

Yours sincerely

STRATA PROPERTY INSPECTIONS

IMPORTANT INFORMATION

Things to do once you have purchased the property

1. Make sure that you're Licensed Conveyancer / Solicitor has sent a completed **Section 184 Notice** to the Strata Managing Agent / Owners Corporation (listed on page 8 of the report) notifying them of your purchase.
(Failure to do so will leave you liable for un-paid levies and restrict your voting rights at any general meeting.)
2. If your property is to be rented ensure that your appointed Property Manager has sent the Strata Managing Agent / Owners Corporation (listed on page 8 of the report) a completed **Section 184 Notice** with all the tenant's details and emergency contact details for yourself.
3. Make contact with the Strata Managing Agent / Owners Corporation to introduce yourself and check that all of the legal documentation mentioned above has been received and entered against your lot in the strata roll.
4. If you are to be an **OWNER OCCUPIER** you will need to ensure that you have adequate contents insurance, (this includes floor coverings which are not considered common property).
The policy held by the Owners Corporation only covers the building.
5. If your are an **INVESTOR** you will need to ensure that you have adequate landlords insurance as personal injury caused by or in your lot will not be covered by the policy held by the Owners Corporation.
6. If you are an **INVESTOR** renting the property it is your responsibility to ensure that your tenant receives a copy of the current By-Laws.
7. Obtain a current copy of the By-Laws pertaining to the building that you have purchased in.
8. For information in relation to by-laws and your responsibilities whilst living in strata visit the **Department of Fair Trading website** www.fairtrading.nsw.gov.au and view "buying into a strata scheme?"

Strata Schemes Management Act 2015

**STRATA ROLL
(Section 177)**

Strata Plan No. 81912

LOT NO. 16

UNIT NO. 00016

ACCOUNT NO: 02100016

ORIGINAL OWNER

Name of Original Owner of Lot	Address for service of notices on Original Owner	Lot Number	Unit Number
Apartments Espra	27-41 Wyndham St Alexandria NSW 2015	16	00016

LOT ENTITLEMENT

Lot Entitlement	Date of receipt by owners corporation of schedule of lot entitlement
134	05/03/09

PARTICULARS OF SUBSEQUENT OWNERS

Full Name of Owner of Lot	Address for service of notice on Owner	Date of receipt Notice
Josephine M Frisina	Unit 16/27-41 Wyndham St, Alexandria NSW 2015	16/08/12
Josephine M Frisina	Unit 16/27-41 Wyndham St, Alexandria NSW 2015	20/08/12
Josephine Maria Frisina	Unit 16/27-41 Wyndham St, Alexandria NSW 2015	12/03/13
Josephine Maria Frisina Jo.Frisina@gmail.Com	C/- Bresic Whitney Property Level 2, 318 Liverpool Street Darlinghurst NSW 2010	04/06/13
Kocho Popovski	5.01/157 Redfern Street Redfern NSW 2016	03/02/14
Kocho Popovski Grantpvillanueva@gmail.Com	PO Box 575 Petersham NSW 2049	31/10/14
Kocho Popovski Grantpvillanueva@gmail.Com	C/- Sydneylinks Real Estate PO Box 1188 Sydney NSW 2011	26/10/16

Strata Plan No. 81912**LOT NO. 16****UNIT NO. 00016****ACCOUNT NO: 02100016**

NOTIFICATION OF MORTGAGE

Full name of mortgagee	Address for service of notice	Date of receipt of notice of mortgage	Date of receipt of notice of discharge	Date of receipt of possession notice
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NOTIFICATION BY NOMINEES

Full name of Corporation	Owner or Mortgagee	Full name of company nominee	Date of receipt by of notice
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NOTIFICATION OF LEASE

Full name of lessee of lot	Address for service of notices on lessor	Address for service of notices on lessee	Date of receipt by owners corporation of notice of the commencement or assignment of the lease	Date of receipt by owners corporation of notice of Termination
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**M Hogg & C
Maffescioni****00016/27-41 Wyndham Street 31/01/14
Alexandria NSW 2015 2015****Carlie Maffescioni
& Matthew Hogg****16/27-41 Wyndham Street 10/02/14
Alexandria NSW 2015 2015**

OTHER INTEREST

Full name of person entitled to lot otherwise than as transferee	Address for service of notices	Date of receipt notice
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OTHER PERSONS REQUIRED TO BE NOTICED

Full Name of any person whose address for the service of notices is shown on a notice given to the owners corporation	Address for service of notices	Date of receipt of notice of relevant notice
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NOTIFICATION OF AGENT IN RESPECT OF LEASE

Full name of Real Estate Agent	Address for service of notices	Date of receipt by owners corporation of notice of appointment	Date of receipt by owners corporation of notice of cessation of appointment
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**Bresic Whitney Property
Management****Level 2, 318 Liverpool Street
Darlinghurst NSW 2010****04/06/13****Sydneylinks Real Estate****PO Box 1188
Sydney NSW 2011****26/10/16**

Strata Plan No. 81912

27-41 Wyndham Street Alexandria NSW 2015

Ledger Report

22 November 2017

Name: Kocho Popovski	Account Number: 02100016
	Lot Number: 16
	Unit Number: 00016
	StrataPay Number: 137123105

Date	Description	Fund	Reference	Amount	Balance
	Brought forward			220.00	220.00
01/07/16	01/08/16 To 31/10/16	Administrative Fund	I0002158	346.27	566.27
01/07/16	01/08/16 To 31/10/16	Capital Works Fund	I0002217	445.20	1011.47
05/07/16	Administrative Fund	Administrative Fund	R0001085	-346.27	665.20
05/07/16	Sinking Fund	Capital Works Fund	RA001085	-445.20	220.00
05/07/16	Other	Other	RB001085	-220.00	0.00
27/09/16	01/11/16 To 31/01/17	Administrative Fund	I0002276	631.41	631.41
27/09/16	Due 01/11/16	Admin. Fund Special	I0002335	1105.50	1736.91
27/09/16	01/11/16 To 31/01/17	Capital Works Fund	I0002394	259.41	1996.32
07/10/16	Administrative Fund	Administrative Fund	R0001158	-631.41	1364.91
07/10/16	Admin. Fund Special	Admin. Fund Special	RA001158	-1105.50	259.41
07/10/16	Sinking Fund	Capital Works Fund	RB001158	-259.41	0.00
31/12/16	01/02/17 To 30/04/17	Administrative Fund	I0002453	631.41	631.41
31/12/16	Due 01/02/17	Admin. Fund Special	I0002512	1105.50	1736.91
31/12/16	01/02/17 To 30/04/17	Capital Works Fund	I0002571	259.41	1996.32
31/01/17	Administrative Fund	Administrative Fund	R0001243	-631.41	1364.91
31/01/17	Admin. Fund Special	Admin. Fund Special	RA001243	-1105.50	259.41
31/01/17	Capital Works Fund	Capital Works Fund	RB001243	-259.41	0.00
27/03/17	01/05/17 To 31/07/17	Administrative Fund	I0002630	631.41	631.41
27/03/17	Due 01/05/17	Admin. Fund Special	I0002689	1105.50	1736.91
27/03/17	01/05/17 To 31/07/17	Capital Works Fund	I0002748	259.41	1996.32
31/03/17	Administrative Fund	Administrative Fund	R0001292	-631.41	1364.91
31/03/17	Admin. Fund Special	Admin. Fund Special	RA001292	-1105.50	259.41
31/03/17	Capital Works Fund	Capital Works Fund	RB001292	-259.41	0.00
27/06/17	01/08/17 To 31/10/17	Administrative Fund	I0002807	631.41	631.41
27/06/17	01/08/17 To 31/10/17	Capital Works Fund	I0002866	259.41	890.82
15/08/17	Administrative Fund	Administrative Fund	R0001418	-631.41	259.41
15/08/17	Capital Works Fund	Capital Works Fund	RA001418	-259.41	0.00
29/09/17	01/11/17 To 31/01/18	Administrative Fund	I0002925	569.53	569.53
29/09/17	Due 01/11/17	Admin. Fund Special	I0002984	1059.69	1629.22
29/09/17	01/11/17 To 31/01/18	Capital Works Fund	I0003043	321.34	1950.56
25/10/17	Administrative Fund	Administrative Fund	R0001456	-569.53	1381.03
25/10/17	Admin. Fund Special	Admin. Fund Special	RA001456	-1059.69	321.34
25/10/17	Capital Works Fund	Capital Works Fund	RB001456	-321.34	0.00
19/11/17	X1 Fob Sydney Link	Other	M0000249	55.00	55.00

Strata Plan No. 81912

BALANCE SHEET AS AT 22 NOVEMBER 2017

<u>OWNERS FUNDS</u>	ACTUAL 22/11/17	ACTUAL 30/06/17
Administrative Fund	118,234.17	17,399.36
Capital Works Fund	220,244.44	183,915.07
Defects Fund	49,253.45	129,324.95
<u>TOTAL</u>	\$ 387,732.06	\$ 330,639.38

THESE FUNDS ARE REPRESENTED BY

CURRENT ASSETS

Cash At Bank	349,562.14	311,135.67
Levies In Arrears	36,422.11	21,552.74
Other Arrears	1,725.42	1,026.20
Debtors/Prepayments-Admin	11,565.50	22,020.90

<u>TOTAL ASSETS</u>	399,275.17	355,735.51
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LIABILITIES

G S T Clearing Account	8,652.05	5,955.18
Creditors/Accruals-Admin	0.00	16,752.00
Creditors	350.00	0.00
Deposits Held-Admin	1,425.00	1,425.00
Arrears Fees	110.00	0.00
Levies In Advance	1,006.06	963.95

<u>TOTAL LIABILITIES</u>	11,543.11	25,096.13
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<u>NET ASSETS</u>	\$ 387,732.06	\$ 330,639.38
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Strata Plan No. 81912

STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 1 JULY 2017 TO 22 NOVEMBER 2017

<u>ADMINISTRATIVE FUND</u>	<u>ACTUAL</u> 01/07/17-22/11/17	<u>BUDGET</u> 01/07/17-30/06/18	<u>%</u>	<u>ACTUAL</u> 01/07/16-30/06/17
<u>INCOME</u>				
Levies - Administrative Fund	81,474.54	158,750.00	51.32	152,001.02
Special Admin. Fund Levy	71,891.82	215,675.05	33.33	225,000.00
Interest On Overdue Levies	342.02	0.00	0.00	1,072.80
Interest Received	0.00	0.00	0.00	32.82
Other Income	400.00	0.00	0.00	781.82
<u>TOTAL ADMIN. FUND INCOME</u>	154,108.38	374,425.05	41.16	378,888.46
<u>EXPENDITURE - ADMIN. FUND</u>				
Accountancy & Audit	10.00	640.00	1.56	350.00
Administration Expenses	0.00	1,000.00	0.00	632.45
Bank Charges	0.00	50.00	0.00	0.00
Building Management	15,872.25	47,000.00	33.77	46,911.70
Cleaning	1,100.00	2,400.00	45.83	960.00
Consulting Fees	0.00	1,500.00	0.00	250.00
Electricity	3,633.85	17,000.00	21.38	16,572.18
Fire Protection & Control	1,172.75	6,835.00	17.16	6,630.73
Income Tax Expense	0.00	0.00	0.00	(21.00)
Insurance	9,252.40	30,500.00	30.34	28,376.77
Insurance Claims	0.00	2,000.00	0.00	0.00
Lifts	514.00	7,470.00	6.88	7,214.75
Pest Control	600.00	1,200.00	50.00	1,200.00
Repairs & Maintenance - Buildi	3,881.53	10,000.00	38.82	7,984.38
Security Services & System	0.00	2,050.00	0.00	1,998.08
Strata Management	12,322.15	19,400.00	63.52	17,727.88
Telephone	0.00	650.00	0.00	649.34
Water Rates - Usage	4,914.64	16,000.00	30.72	15,078.12
Special Levy Expenses	0.00	215,675.05	0.00	225,000.00
<u>TOTAL ADMIN. EXPENDITURE</u>	53,273.57	381,370.05	13.97	377,515.38
<u>SURPLUS / (DEFICIT)</u>	\$ 100,834.81	\$ (6,945.00)		\$ 1,373.08
Opening Admin. Balance	17,399.36	17,399.36	100.00	16,026.28
<u>ADMINISTRATIVE FUND BALANCE</u>	\$ 118,234.17	\$ 10,454.36		\$ 17,399.36

***** amount not budgeted for

Strata Plan No. 81912

STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 1 JULY 2017 TO 22 NOVEMBER 2017

<u>CAPITAL WORKS FUND</u>	ACTUAL 01/07/17-22/11/17	BUDGET 01/07/17-30/06/18	%	ACTUAL 01/07/16-30/06/17
<u>INCOME</u>				
Levies - Capital Works Fund	39,399.37	83,000.00	47.47	83,000.81
<u>TOTAL CAPITAL WORKS INCOME</u>	39,399.37	83,000.00	47.47	83,000.81
<u>EXPENDITURE - CAPITAL WORKS</u>				
Building Rectification	0.00	4,300.00	0.00	4,185.40
Electrical	0.00	7,600.00	0.00	0.00
Fire Control Systems	1,390.00	1,800.00	77.22	3,445.00
Garage Door	0.00	4,900.00	0.00	0.00
Landscaping/Grounds	0.00	3,000.00	0.00	3,280.00
Painting	0.00	10,500.00	0.00	990.00
Pumps & Boilers	0.00	9,600.00	0.00	0.00
Security	0.00	1,500.00	0.00	5,404.00
Water Proofing	1,680.00	26,550.00	6.33	0.00
<u>TOTAL CAP. WORKS EXPENDITURE</u>	\$ 3,070.00	\$ 69,750.00	4.49	17,304.40
<u>SURPLUS / (DEFICIT)</u>	\$ 36,329.37	\$ 13,250.00		\$ 65,696.41
Opening Capital Works Balance	183,915.07	183,915.07	100.00	118,218.66
<u>CAPITAL WORKS FUND BALANCE</u>	\$ 220,244.44	\$ 197,165.07		\$ 183,915.07

***** amount not budgeted for

Strata Plan No. 81912

STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 1 JULY 2017 TO 22 NOVEMBER 2017

<u>DEFECTS FUND</u>	<u>ACTUAL</u> 01/07/17-22/11/17	<u>BUDGET</u> 01/07/17-30/06/18	<u>%</u>	<u>ACTUAL</u> 01/07/16-30/06/17
<u>INCOME - DEFECTS FUND</u>				
Income Item Defects Fund	0.00	215,675.05	0.00	225,000.00
<u>TOTAL INCOME DEFECTS FUND</u>	0.00	215,675.05		225,000.00
<u>EXPENDITURE - DEFECTS FUND</u>				
Consulting Fees	74,321.50	160,000.00	46.45	94,716.50
Inspections/Investigations	0.00	150,000.00	0.00	0.00
Building Rectification	5,750.00	20,000.00	28.75	7,815.00
Strata Manager Additionl Hours	0.00	15,000.00	0.00	11,385.00
<u>TOTAL EXPENSES DEFECTS FUND</u>	80,071.50	345,000.00		113,916.50
<u>SURPLUS/DEFICIT DEFECTS FUND</u>	\$ (80,071.50)	\$ (129,324.95)		\$ 111,083.50
Opening Balance Defects Fund	129,324.95	129,324.95	100.00	18,241.45
<u>BALANCE DEFECTS FUND</u>	\$ 49,253.45	\$ 0.00		\$ 129,324.95

INSURANCE REPORT

Strata Plan No. 81912

27-41 Wyndham Street
Alexandria NSW 2015

Type BUILDING	Sum Insured 20,950,000	Premium \$28,949.03	Date Last Paid 02/03/17
Company/Broker STRATA COMMUNITY INSURANCE BAC Insurance Brokers Pty Ltd Level 3, 185 Liverpool Street Sydney NSW 2000	Telephone 9360 2244 Facsimile 9360 9850	Policy Number NRSC16000984 Excess/Comments \$1000 \$1000 other, \$7500 (Malicious Dam), \$1000 Legal and \$500 MB	Due Date 24 March 2019

Type LEGAL LIABILITY	Sum Insured 30,000,000	Premium INCLUDED	Date Last Paid 02/03/17
Company/Broker STRATA COMMUNITY INSURANCE BAC Insurance Brokers Pty Ltd Level 3, 185 Liverpool Street Sydney NSW 2000	Telephone 9360 2244 Facsimile 9360 9850	Policy Number NRSC16000984 Excess/Comments \$1000	Due Date 24 March 2019

Type OFFICE BEARERS	Sum Insured 20,000,000	Premium INCLUDED	Date Last Paid 02/03/17
Company/Broker STRATA COMMUNITY INSURANCE BAC Insurance Brokers Pty Ltd Level 3, 185 Liverpool Street Sydney NSW 2000	Telephone 9360 2244 Facsimile 9360 9850	Policy Number NRSC16000984 Excess/Comments \$1000	Due Date 24 March 2019

Type MACHINERY BREAKDOWN	Sum Insured 100,000	Premium INCLUDED	Date Last Paid 02/03/17
Company/Broker STRATA COMMUNITY INSURANCE BAC Insurance Brokers Pty Ltd Level 3, 185 Liverpool Street Sydney NSW 2000	Telephone 9360 2244 Facsimile 9360 9850	Policy Number NRSC16000984 Excess/Comments \$500	Due Date 24 March 2019

Type CONTENTS	Sum Insured 209,500	Premium INCLUDED	Date Last Paid 02/03/17
Company/Broker STRATA COMMUNITY INSURANCE BAC Insurance Brokers Pty Ltd Level 3, 185 Liverpool Street Sydney NSW 2000	Telephone 9360 2244 Facsimile 9360 9850	Policy Number NRSC16000984 Excess/Comments \$1000	Due Date 24 March 2019

Type FIDELITY GUARANTEE	Sum Insured 100,000	Premium INCLUDED	Date Last Paid 02/03/17
Company/Broker STRATA COMMUNITY INSURANCE BAC Insurance Brokers Pty Ltd Level 3, 185 Liverpool Street Sydney NSW 2000	Telephone 9360 2244 Facsimile 9360 9850	Policy Number NRSC16000984 Excess/Comments \$1000	Due Date 24 March 2019

INSURANCE REPORT

Strata Plan No. 81912

27-41 Wyndham Street
Alexandria NSW 2015

Type VOLUNTARY WORKERS	Sum Insured 200K/2K	Premium INCLUDED	Date Last Paid 03/03/17
Company/Broker STRATA COMMUNITY INSURANCE BAC Insurance Brokers Pty Ltd Level 3, 185 Liverpool Street Sydney NSW 2000	Telephone 9360 2244 Facsimile 9360 9850	Policy Number NRSC16000984 Excess/Comments \$1000	Due Date 24 March 2018

Type CATASTROPHE	Sum Insured 6,285,000	Premium INCLUDED	Date Last Paid 02/03/17
Company/Broker STRATA COMMUNITY INSURANCE BAC Insurance Brokers Pty Ltd Level 3, 185 Liverpool Street Sydney NSW 2000	Telephone 9360 2244 Facsimile 9360 9850	Policy Number NRSC16000984 Excess/Comments \$1000	Due Date 24 March 2019

Type IMPROVEMENTS	Sum Insured 300,000	Premium INCLUDED	Date Last Paid 02/03/17
Company/Broker STRATA COMMUNITY INSURANCE BAC Insurance Brokers Pty Ltd Level 3, 185 Liverpool Street Sydney NSW 2000	Telephone 9360 2244 Facsimile 9360 9850	Policy Number NRSC16000984 Excess/Comments \$1000	Due Date 24 March 2019

Type LOSS OF RENT	Sum Insured 3,142,500	Premium INCLUDED	Date Last Paid 03/03/17
Company/Broker STRATA COMMUNITY INSURANCE BAC Insurance Brokers Pty Ltd Level 3, 185 Liverpool Street Sydney NSW 2000	Telephone 9360 2244 Facsimile 9360 9850	Policy Number NRSC16000984 Excess/Comments \$1000	Due Date 24 March 2018

Type GOVERNMENT AUDIT COS	Sum Insured 25,000	Premium INCLUDED	Date Last Paid 02/03/17
Company/Broker STRATA COMMUNITY INSURANCE BAC Insurance Brokers Pty Ltd Level 3, 185 Liverpool Street Sydney NSW 2000	Telephone 9360 2244 Facsimile 9360 9850	Policy Number NRSC16000984 Excess/Comments \$1000	Due Date 24 March 2019

Type APPEAL EXPENSES	Sum Insured 100,000	Premium INCLUDED	Date Last Paid 02/03/17
Company/Broker STRATA COMMUNITY INSURANCE BAC Insurance Brokers Pty Ltd Level 3, 185 Liverpool Street Sydney NSW 2000	Telephone 9360 2244 Facsimile 9360 9850	Policy Number NRSC16000984 Excess/Comments \$1000	Due Date 24 March 2019

INSURANCE REPORT

Strata Plan No. 81912

27-41 Wyndham Street
Alexandria NSW 2015

22 November 2017

Type LEGAL DEFENCE		Sum Insured 50,000	Premium INCLUDED	Date Last Paid 02/03/17
Company/Broker STRATA COMMUNITY INSURANCE BAC Insurance Brokers Pty Ltd Level 3, 185 Liverpool Street Sydney NSW 2000	Telephone 9360 2244	Policy Number NRSC16000984	Due Date 24 March 2019	
	Facsimile 9360 9850	Excess/Comments \$1000		

Type		Sum Insured	Premium	Date Last Paid
Company/Broker	Telephone	Policy Number	Due Date	
	Facsimile	Excess/Comments		

Type		Sum Insured	Premium	Date Last Paid
Company/Broker	Telephone	Policy Number	Due Date	
	Facsimile	Excess/Comments		

Type		Sum Insured	Premium	Date Last Paid
Company/Broker	Telephone	Policy Number	Due Date	
	Facsimile	Excess/Comments		

Type		Sum Insured	Premium	Date Last Paid
Company/Broker	Telephone	Policy Number	Due Date	
	Facsimile	Excess/Comments		

Type		Sum Insured	Premium	Date Last Paid
Company/Broker	Telephone	Policy Number	Due Date	
	Facsimile	Excess/Comments		

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1 Noise

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

2 Vehicles

(1) An owner or occupier of a lot must not park or stand any motor or other vehicle on common property or permit any invitees of the owner or occupier to park or stand any motor or other vehicle on common property except with the prior written approval of the owners corporation.

(2) The owners corporation must not unreasonably withhold its approval to the parking or standing of a motor vehicle on the common property.

3 Obstruction of common property

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

4 Damage to lawns and plants on common property

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

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

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

5 Damage to common property

(1) An owner or occupier of a lot must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property except with the written approval of the owners corporation.

(2) An approval given by the owners corporation under clause (1) cannot authorise any additions to the common property.

(3) This by-law does not prevent an owner or person authorised by an owner from installing:

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

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

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

(d) any sign to advertise the activities of the occupier of the lot if the owners corporation has specified locations for such signs and that sign is installed in the specified locations, or

(e) any device used to affix decorative items to the internal surfaces of walls in the owner's lot.

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

(5) Despite section 62 of the Act, the owner of a lot must:

(a) maintain and keep in a state of good and serviceable repair any installation or structure referred to in clause (3) that forms part of the common property and that services the lot, and

(b) repair any damage caused to any part of the common property by the installation or removal of any locking or safety device, screen, other device, structure or sign referred to in clause (3) that forms part of the common property and that services the lot.

6 Behaviour of owners and occupiers

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

7 Children playing on common property in building

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

8 Behaviour of invitees

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

9 Depositing rubbish and other material on common property

An owner or occupier of a lot must not deposit or throw on the common property any rubbish, dirt, dust or other material or discarded item except with the prior written approval of the owners corporation.

10 Drying of laundry items

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

11 Cleaning windows and doors

(1) Except in the circumstances referred to in clause (2), an owner or occupier of a lot is responsible for cleaning all interior and exterior surfaces of glass in windows and doors on the boundary of the lot, including so much as is common property.

(2) The owners corporation is responsible for cleaning regularly all exterior surfaces of glass in windows and doors that cannot be accessed by the owner or occupier of the lot safely or at all.

12 Storage of inflammable liquids and other substances and materials

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

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

13 Changes to floor coverings

(1) An owner or occupier of a lot must notify the owners corporation at least 21 days before changing any of the floor coverings or surfaces of the lot if the change is likely to result in an increase in noise transmitted from that lot to any other lot. The notice must specify the type of the proposed floor covering or surface.

(2) This by-law does not affect any requirement under any law to obtain a consent to, approval for or any other authorisation for the changing of the floor covering or surface concerned.

14 Floor coverings

(1) An owner of a lot must ensure that all floor space within the lot is covered or otherwise treated to an extent sufficient to prevent the transmission from the floor space of noise likely to disturb the peaceful enjoyment of the owner or occupier of another lot.

(2) This by-law does not apply to floor space comprising a kitchen, laundry, lavatory or bathroom.

15 Garbage disposal

(1) An owner or occupier of a lot in a strata scheme that does not have shared receptacles for garbage, recyclable material or waste:

(a) must maintain such receptacles within the lot, or on such part of the common property as may be authorised by the owners corporation, in clean and dry condition and (except in the case of receptacles for recyclable material) adequately covered, and

(b) must ensure that before garbage, recyclable material or waste is placed in the receptacles it is, in the case of garbage, securely wrapped or, in the case of tins or other containers, completely drained or, in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines, and

(c) for the purpose of having the garbage, recyclable material or waste collected, must place the receptacles within an area designated for that purpose by the owners corporation and at a time not more than 12 hours before the time at which garbage, recyclable material or waste is normally collected, and

(d) when the garbage, recyclable material or waste has been collected, must promptly return the receptacles to the lot or other area referred to in paragraph (a), and

(e) must not place any thing in the receptacles of the owner or occupier of any other lot except with the permission of that owner or occupier, and

- (f) must promptly remove any thing which the owner, occupier or garbage or recycling collector may have spilled from the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled.
- (2) An owner or occupier of a lot in a strata scheme that has shared receptacles for garbage, recyclable material or waste:
- (a) must ensure that before garbage, recyclable material or waste is placed in the receptacles it is, in the case of garbage, securely wrapped or, in the case of tins or other containers, completely drained or, in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines, and
 - (b) must promptly remove any thing which the owner, occupier or garbage or recycling collector may have spilled in the area of the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled.
- (3) An owner or occupier of a lot:
- (a) must comply with the local council's requirements for the storage, handling and collection of garbage, waste and recyclable material, and
 - (b) must notify the local council of any loss of, or damage to, receptacles provided by the local council for garbage, recyclable material or waste, and
 - (c) if the lot is used for commercial purposes, must not deposit any item of commercial waste in receptacles provided solely for the collection of residential garbage, waste or recyclable material.
- (4) The owners corporation may post signs on the common property with instructions on the handling of garbage, waste and recyclable material that are consistent with the local council's requirements.
- (5) This by-law does not require an owner or occupier of a lot to dispose of any chemical, biological, toxic or other hazardous waste in a manner that would contravene any relevant law applying to the disposal of such waste.

16 Keeping of animals

Option B

- (1) Subject to section 49 (4) of the Act, an owner or occupier of a residential lot must not, without the prior written approval of the owners corporation, keep any animal (except a cat, a small dog or a small caged bird, or fish kept in a secure aquarium on the lot) on the lot or the common property.
- (2) The owners corporation must not unreasonably withhold its approval of the keeping of an animal on a residential lot or the common property.
- (3) If an owner or occupier of a residential lot keeps a cat, small dog or small caged bird on the lot then the owner or occupier must:
- (a) notify the owners corporation that the animal is being kept on the lot, and
 - (b) keep the animal within the lot, and
 - (c) carry the animal when it is on the common property, and
 - (d) take such action as may be necessary to clean all areas of the lot or the common property that are soiled by the animal.

17 Appearance of lot

(1) The owner or occupier of a lot must not, except with the prior written approval of the owners corporation, maintain within the lot anything visible from outside the lot that, viewed from outside the lot, is not in keeping with the rest of the building.

(2) This by-law does not apply to the hanging of any washing, towel, bedding, clothing or other article as referred to in by-law 10.

18 Change in use of lot to be notified

An occupier of a lot must notify the owners corporation if the occupier changes the existing use of the lot in a way that may affect the insurance premiums for the strata scheme (for example, if the change of use results in a hazardous activity being carried out on the lot, or results in the lot being used for commercial or industrial purposes rather than residential purposes).

19 Preservation of fire safety

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

20 Prevention of hazards

The owner or occupier of a lot must not do any thing or permit any invitees of the owner or occupier to do any thing on the lot or common property that is likely to create a hazard or danger to the owner or occupier of another lot or any person lawfully using the common property.

21 Provision of amenities or services

(1) The owners corporation may, by special resolution, determine to enter into arrangements for the provision of the following amenities or services to one or more of the lots, or to the owners or occupiers of one or more of the lots:

- (a) security services,
- (b) promotional services,
- (c) advertising,
- (d) commercial cleaning,
- (e) domestic services,
- (f) garbage disposal and recycling services,
- (g) electricity, water or gas supply,
- (h) telecommunication services (for example, cable television).

(2) If the owners corporation makes a resolution referred to in clause (1) to provide an amenity or service to a lot or to the owner or occupier of a lot, it must indicate in the resolution the amount for which, or the conditions on which, it will provide the amenity or service.

22 Controls on hours of operation and use of facilities

(1) The owners corporation may, by special resolution, make any of the following determinations if it considers the determination is appropriate for the control, management, administration, use or enjoyment of the lots or the lots and common property of the strata scheme:

- (a) that commercial or business activities may be conducted on a lot or common property only during certain times,
- (b) that facilities situated on the common property may be used only during certain times or on certain conditions.

(2) An owner or occupier of a lot must comply with a determination referred to in clause (1).

23 Compliance with planning and other requirements

(1) The owner or occupier of a lot must ensure that the lot is not used for any purpose that is prohibited by law.

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

Special By-Law 1 – Storage Areas (passed 12 August 2014)

“**Lot**” means lot 33 in strata plan no. 81912

“**Owner**” means the owner for the time being of the Lot;

“**Storage Area**” means that secured area of the common property of strata plan no. 81912 in the Basement Level of the building comprising strata plan no. 81912, of 4.59m², identified as hatched on the copy of sheet 3 of 7 sheets of the strata plan attached to the minutes of the meeting at which this by-law was considered.

Any term used in this by-law that appears in the *Strata Schemes Management Act 1996* (Act) will have the same meaning as in the Act unless the context indicates or expresses otherwise.

Singular includes the plural and vice versa.

Headings are included for convenience only and do not affect the meaning of the clauses to which they relate.

1.1 Subject to the Conditions, the Owner will have a special privilege to occupy the Storage Areas and exclusive use of that Storage Area.

1.2 (a) When occupying the Storage Area in accordance with this by-law the owner (or any person through the Owner) must store only legal, non-hazardous, non-putrescent personal goods and must otherwise comply with all applicable by-laws in force for strata scheme 81912.

(b) The Owner must properly maintain and keep the Storage Area in a state of good and serviceable repair (at their own cost).

1.3 The Owners must accept liability for any damage caused to the common property, any Lot of any personal property as a result of their occupancy of the Storage Area or

their rights to occupy whether exercised or not and is responsible to make good that damage immediately after it has occurred.

- 1.4 The Owner must indemnify the owners corporation against any loss or damage the owners corporation suffers (including legal costs) as a result of the right to use, the use of or any occupancy of the Storage Area and will pay those costs to the owners corporation on demand.

1.5 **REMEDY**

If the Owner or any other person through the Owners fails to comply with any obligations of this by-law, the owner's corporation may:

- (a) Enter any part of the parcel to carry out the necessary work to perform the obligation; and
- (b) Recover the costs of carrying out that work from the Owner as a debt, due and payable at the owners corporation's direction and as a contribution according to section 80(1) of the Act and which, if unpaid within 1 month of being due, will bear simple interest at the rate of 10 percent per annum until paid or, if the regulations provide for another rate, that other rate and the interest will form part of that debt.

Special By-Law 2 – Air Conditioning System (passed 12 September 2016)

- 2.1 Owners and Occupiers have the exclusive use and enjoyment of the components of the air conditioning system (including filter) within the plan area of that Owner or Occupier's Lot or ceiling space above that Owner or Occupier's Lot which exclusively services their lot.

MAINTENANCE OF AIR CONDITIONING SYSTEM

- 2.2 Owners are responsible for the repair and maintenance of the components referred to in By-law 2.1 ("Air conditioning system").

DAMAGE

- 2.3 Damage to the Common Property adjacent to the Air Conditioning Components caused directly or indirectly by an Owner or Occupier must be made good by and at the cost of that Owner in a proper and workmanlike manner and to the satisfaction of the Owners Corporation.

INDEMNITY

- 2.3 An Owner must indemnify the Owners Corporation from and against claims, demands and liabilities of any kind which may arise in respect of damage to any property or death of or injury to any person arising out of the exercise by the Owner or Occupier of a Lot of the rights conferred by this By-law.

Special By-Law 3 – Storage Areas (passed 12 September 2016)

OWNER'S CAR SPACES and the CAR PARK

- 3.1 An owner or occupier must not park or stand any motor or other vehicle on common property except with the consent of the Owners Corporation.
- 3.2 An owner or occupier must not store, abandon or leave unattended any item on common property in the car park - except with the written approval of the owners corporation in an authorised storage unit.
- 3.3 An owner or occupier must ensure that their Car Space remains free of all household or storage items, vehicle lubricants and fluids including but not limited to oil, degreasing agents and tyre black products.
- 3.4 If an owner or occupier does not remove household or storage items (or fails to remove adequately) vehicle lubricants, fluids or other items (as the case may be) from the common property in accordance with this by-law the owners corporation by its building manager may enter onto any part of the parcel to carry out the work.

VISITOR CAR SPACES

- 3.5 An owner or occupier of a lot must not park or stand any motor or other vehicle on common property except with the written approval of the owners corporation.
- 3.6 Owners must ensure their occupiers and invitees do not occupy a Visitor Car Space for more than 24 hours in any 7 day period.
- 3.7 For clarity, Owners or Occupiers who rent their car space/s or otherwise assign their entitlements to their car space/s to a third party are not deemed to be "visitors" for the purpose of this by-law and must not use any Visitor Car Space.
- 3.8 Owners or Occupiers who require the use of a Visitor Car Space for more than 24 hours in any 7 day period, whether in a single period or otherwise, must apply in advance to the owners corporation (by its building manager) for permission to occupy the Visitor Car Space.

OWNERS CORPORATION'S ADDITIONAL FUNCTIONS

- 3.9 This by-law confers on the owners corporation the following additional functions, powers, authorities and duties.
- 3.10 The power to prohibit Owners and Occupiers from leaving or storing any items on the common property or in their car space without consent.
- 3.11 The power to prohibit Owners, Occupiers and others from occupying Visitor Car Spaces in breach of this by-law.
- 3.12 Owners bear responsibility for the actions of their tenants in regard to this bylaw. The owner accepts all costs incurred by tenants arising from breaches to this bylaw.

INDEMNITY

- 3.13 Owners and Occupiers must indemnify the owners corporation against any claim, action, demand or expense incurred in relation to use of the car park, common property in breach of this by-law and vehicles parked in breach of this by-law, the carrying out of work or exercise of its rights and powers under this by-law and enforcement of this by-law.

Special By-Law 4 – Conduct of Building Works (passed 12 September 2016)

- 4.1 For the purpose of protecting the health, safety and welfare of all owners and occupiers of lots in the strata scheme and to avoid, so far as is possible, loss and damage to the owners corporation and owners and occupiers of lots, you must not permit or carry out any building works of whatsoever nature in the lot unless you obtain the consent of the executive committee and you, any occupier of your lot and your contractor, builder, servant or agent comply with the succeeding provisions of this by-law.
- 4.2 You must first notify the executive committee in writing of your proposal to undertake any building works and apply for consent to do so. You must include in that notice:
- (a) your name and lot number; and
 - (b) a detailed description of all of the building works you propose to carry out.
- 4.3 If the building works effect a change to common property in any way (by, for example, but without limitation, removal of walls, piercing of a common property wall or slab, installing hard surface flooring, removal or installation of floor tiles, removal or installation of a bath, shower stall, toilet or hand basin), you must provide with the notice and application floor plans and drawings depicting your lot prior to the proposed building works and a copy of the plans, drawings and specifications for the proposed building works.
- 4.4 the executive committee may require you to provide, and if it does so you must provide, such additional information as the executive committee considers reasonable and relevant in the circumstances including but not limited to:
- (a) the opinion of a structural engineer (reasonably acceptable to the executive committee) to the effect that if the building works are carried out in a good and workmanlike manner substantially in accordance with the plans, drawings and specifications provided to the executive committee, the building works will not adversely affect the structural integrity of the building or any part thereof;
 - (b) a dilapidation report of the common property and each lot affected or likely to be affected by the building works;
 - (c) if the building works impact on common property in a bathroom, kitchen or other wet area:
 - (i) the details of the waterproof membrane or other waterproofing product to be applied to the floor, and, where required, the walls and any other area of the bathroom, kitchen or other wet area;
 - (ii) the details of the product warranty for the waterproof membrane or other waterproofing product (which must not be less than 10 years);

- (iii) the name, licence number and details of the experience of the contractor who will apply the waterproof membrane or other waterproofing produce; and if a waterproof membrane or other waterproofing product proposed to be used is not acceptable to the executive committee (acting reasonably), the executive committee may require you to propose a different waterproofing membrane or other waterproofing product;
 - (d) a work methods statement prepared by your contractor and evidence of your contractor's compliance with current laws and regulations governing workplace health and safety.
- 4.5 For the purposes described in clause (1), the executive committee may impose restrictions and obligations on you and your contractors, servants and agents including without limitation:
- (a) a requirement to obtain from the City of Sydney (the **Council**) any necessary development consent or other necessary approval being relevant for the performance of the building works; and
 - (b) restrictions on parking within the strata scheme by your contractor, any architect, design or other consultant in respect of the building works, and their respective employees, servants and agents;
 - (c) a requirement as to timing of the building works and use of the lifts in order to ensure the orderly conduct of the building works, and coordination with other building works being undertaken in the strata scheme;
 - (d) restrictions on the manner in which building materials and debris are removed from the building and disposed of or, if any items are to be re-used, stored in the complex;
 - (e) such other restrictions and obligations the executive committee considers are reasonable and appropriate having regard to the nature of the building works including the necessity for the adoption of an additional by-law in accordance with the Act.
- 4.6 If your proposed building works effect a change to common property, prior to undertaking the building works, in addition to complying with any other restrictions or obligations imposed by the executive committee, you must obtain and provide to the executive committee the certificate of currency of the insurance policy or policies of the building contractor carrying out the building works which is effected with a reputable insurance company reasonably acceptable to the executive committee of the owners corporation for:
- (a) contractor's all risk insurance incorporating public liability insurance in an amount of not less than \$20,000,000;
 - (b) any insurance required in respect of the building works under Section 92 of the *Home Building Act 1989*, as amended; and
 - (c) workers' compensation in accordance with applicable legislation;

4.7 The approval by the executive committee of your proposed building works, which must precede the commencement of your proposed building works, is subject to compliance by you with your obligations under clauses (2) to (6) inclusive of this by-law (as applicable to your building works) and may be subject to the adoption at a general meeting of the owners corporation of an additional by-law authorising the proposed building works.

4.8 In carrying out the building works, you must:

- (a) if the building works effect a change to common property, ensure that the building works are carried out in a good and workmanlike manner by licensed contractors in compliance with the Building Code of Australia and relevant Australian standards;
- (b) ensure that the building works are carried out in such a way as to minimise disruption or inconvenience to any owner or occupier of any other lot;
- (c) ensure that the building works are carried out substantially in accordance with the plans, drawings and specifications provided to the executive committee prior to construction and, if the approval of the Council is required for the conduct of the building works, as approved by the Council;
- (d) not materially amend or vary the plans, drawings and specifications without the approval in writing of the executive committee and, if required, the Council;
- (e) take reasonable precautions to protect all areas of the building outside your lot from damage by the building works;
- (f) ensure that all construction materials, equipment, debris and other material associated with the building works is transported within common property in the manner reasonably directed by the executive committee and that no construction materials, equipment, debris and other material associated with the building works is deposited on the common property or on the pavement outside the building at all unless prior arrangements have been made by you or your contractor with the executive committee;
- (g) ensure that all areas of the building outside your lot which are affected by the building works are kept clean and tidy throughout the performance of the building works;
- (h) ensure that, so far as is reasonably practicable, the building works are performed wholly within your lot;
- (i) ensure that the building works are only performed between the hours of 7.30 a.m. and 4.00 p.m. Monday to Friday, 8.00 a.m. to 2.00 p.m. on Saturday and not at all on Sunday or any public holiday or as otherwise directed by the executive committee;
- (j) ensure that no doors or access ways are blocked, or propped open or hindered in any way by your contractor, its employees, servants or agents or by construction materials, equipment, debris and other material associated with the building works;

- (k) ensure that the building works do not interfere with or damage the common property (other than as is approved in an appropriate by-law) or the property of any other lot owner or occupier;
 - (l) ensure that neither you nor your contractor, its employees, servants or agents uses any of the owners corporation's trolleys or garbage bins to store or cart debris, building materials, tools or equipment;
 - (m) ensure that any damage caused by you or your contractor, its employees, servants or agents in the performance of the building works is made good within a reasonable period after that damage occurs;
 - (n) ensure that, subject to any extension of time required by reason of any supervening event or circumstance beyond your reasonable control, the building works are completed within three months of their commencement or such longer period of time as the executive committee, acting reasonably, permits.
- 4.9 If the approval of the Council is necessary to carry out the building works, on completion of the building works you must provide to the executive committee the certificate of the Council or other principal certifying authority that the building works have been inspected by the Council or principal certifying authority and that the building works comply with the conditions of any approval given by the Council.
- 4.10 On completion of the building works, the executive committee may, by its representative, inspect the building works to ensure that none of the services of the building have been affected by the building works and you must permit the executive committee's representative access to your lot for that inspection.
- 4.11 You must comply with the provisions of the Act relating to the making of a by-law authorising particular building works or the exercise of a special privilege or grant of exclusive use rights.
- 4.12 You are liable for any damage caused to any part of the common property or any other lot as a result of the performance of the building works and you must take such steps as are necessary to make good that damage within a reasonable time after it has occurred.
- 4.13 You indemnify the owners corporation and each other owner and occupier of a lot in the strata scheme against any loss or damage the owners corporation and/or that other owner or occupier may suffer as a direct result of the performance of the building works.
- 4.14 You must, at your cost, maintain and keep the fixtures and fittings (including without limitation waterproofing) installed in the course of the building works and the common property directly affected by the building works in a state of good and serviceable repair and you must renew or replace those fixtures and fittings and that affected common property when necessary and in the event that you fail to do so, the owners corporation may, at your cost:
- (a) carry out all work necessary to maintain, repair or replace the fixtures and fittings installed as part of the building works;
 - (b) enter upon any part of your lot to carry out that work; and

- (c) recover the costs of carrying out that work from you, and you indemnify the owners corporation against any liability flowing from the actions of the owners corporation pursuant to this clause.

4.15 You must ensure that all fixtures and fittings installed by you in the course of the building works are included on your policy of insurance for thereof.

Special By-law 5 – Fire Safety, Access and Recovery of Costs (passed 12 September 2016)

- 5.1 The owner or occupier of a lot must not do anything, or permit any visitors to that lot to do anything, in or on the lot or anywhere in the building that interferes with, impedes or affects, or is likely to interfere with, impede or affect, the operation of Fire Safety Equipment, or reduce the level of fire safety in the lot or anywhere else in the building, including without limitation interference with any smoke detector or smoke alarm installed in the lot or the building or use of or interference with any fire hydrant or any other fire fighting equipment except as appropriate in the case of an emergency.
- 5.2 If any part of the Fire Safety Equipment is damaged or altered in any way by the action or inaction of an owner or occupier of, or visitor to, a lot in the strata scheme, the owners corporation may, subject to the *Strata Schemes Management Act 1996*, recover from the owner of the lot as a debt due and payable by that owner, the costs incurred by the owners corporation in rectifying the damage.
- 5.3 Without limiting clause (2) of this by-law, if as a result of the action or inaction of an owner or occupier of, or visitor to, a lot in the strata scheme, the attendance occurs in or at the strata scheme of the Fire Brigade of NSW and, as a result of that attendance, a charge is imposed on the owners corporation, the owners corporation may recover the amount of that charge from the owner of the lot as a debt due and payable by that owner.
- 5.4 For the avoidance of doubt, damage referred to in clause (2) and attendances referred to in clause (3) include damage caused by or attendance by the Fire Brigade of NSW resulting from a telephone call to the Fire Brigade or emergency services, the setting off of a smoke alarm, or an alert from any fire protection system located within the strata scheme.
- 5.5 In order to ensure the safety and protection of all owners, occupiers and visitors and compliance with the *Environmental Planning and Assessment Regulation 2000*, every owner of a lot must maintain and keep in a state of good and serviceable repair and renew when necessary any and all such smoke alarms installed in that owner's lot.
- 5.6 If any Fire Safety Equipment, including without limitation any smoke detector or smoke alarm installed in the lot of an owner or occupier has been interfered with or otherwise affected with the result that the level of fire safety in the lot or anywhere else in the building is reduced, the owners corporation may, at the expense of the owner:
 - (a) Repair or replace such Fire Safety Equipment; and

- (b) Enter into the lot of the owner or occupier for the purpose of those repairs or replacement after giving the owner or occupier at least 12 hours' notice, or, in the case of an emergency, without notice.
- 5.7 Without limiting the obligations of owners under clause (5), the owners corporation must install smoke alarms in the common property in the building in compliance with the provisions of the *Environmental Planning and Assessment Regulation 2000* and must maintain and keep in a state of good and serviceable repair and renew when necessary any and all such smoke alarms installed in the common property.
- 5.8 Other than in an emergency under section 65(3) of the *Strata Schemes Management Act 1996* or in accordance with the provisions of clause (6) of this by-law, if the owners corporation wishes to enter a lot for the purpose of a Fire Safety Inspection, to carry out Work or to determine whether Work is required to be carried out, the owners corporation must, at least 72 hours before access is required, notify the occupier of two alternative times at least 24 hours apart during which access to the lot is required, or, in the case of a time for access being specified in a notice from a person authorised to conduct a fire safety inspection in accordance with section 65C of the *Strata Schemes Management Act 1996*, the owners corporation must notify the occupier of that specified time.
- 5.9 If the occupier of the lot does not provide access to the lot at either of the nominated times or, in the case of a time being specified in a notice from a person authorised to conduct a fire safety inspection in accordance with section 65C of the *Strata Schemes Management Act*, at the time specified in that notice, and the owners corporation incurs costs as a result, the owner of the lot indemnifies the owners corporation for those costs.
- 5.10 If the owners corporation incurs costs or charges arising from any provision of this by-law in relation to or because of the action or inaction of an owner or occupier of a particular lot or lots, the owners corporation shall serve the owner or owners with a notice requiring payment, within one month from the date of the notice, of such costs or charges.
- 5.11 If any part of the costs or charges referred to in the notice remain unpaid at the expiration of one month from the date of the notice, the owners corporation may recover these costs or charges from the owner as a contribution recoverable under section 80(1) of the *Strata Schemes Management Act 1996*.
- 5.12 If any part of the costs or charges referred to in the notice remain unpaid at the expiration of one month from the date of the notice, such outstanding costs or charges will bear simple interest at the same rate as is applicable to contributions unpaid under section 79(2) of the *Strata Schemes Management Act 1996*, or if the regulations under the Act prescribe some other rate, then at that other rate.
- 5.13 If any part of the costs or charges referred to in the notice remains unpaid at the expiration of one month from the date of the notice, the owners corporation may include reference to that debt (including interest thereon) on notices under section 109 of the *Strata Schemes Management Act 1996* in respect of the lot.
- 5.14 In this by-law:
- (a) **"Fire Safety Equipment"** means the common property fire and smoke detection systems including water sprinklers, fire alarms, hydrants, fire extinguishers and

fire proof doors installed in the lots and common property in accordance with legislative requirements or in the interests of safety at the strata scheme;

- (b) “**Fire Safety Inspection**” means an inspection of a building or premises for purposes relating to fire safety, including a fire safety inspection referred to in section 65C of the *Strata Schemes Management Act 1996*;
- (c) “**Work**” means any work that an owners corporation is authorised by sections 65(1) and 65(2) of the *Strata Schemes Management Act 1996* to enter a lot to carry out or to determine whether the work is required to be carried out;
- (d) references to the *Environmental Planning & Assessment Act 1979*, the *Environmental Planning and Assessment Regulation 2000* and the *Strata Schemes Management Act 1996* include any amendment, consolidation, modification, re-enactment or reprint of that Act or Regulation or provision thereof or any statute, proclamation, rule, code, regulation or ordinance replacing any of them.
- (e) Any term used in this by-law that appears in the *Strata Schemes Management Act 1996* has the same meaning as in that legislation, as amended.

Special By-Law 6 – Renovations (passed 12 September 2016)

- 6.1 The building works, fixtures and fittings described in column 2 to the Schedule to this by-law (the **Building Works**) and depicted, where applicable, in the plans, drawings and specifications (if any) attached to this by-law (**Plans**) have been installed or effected by or on behalf of the owner of the lot the number of which appears opposite the description of those Building Works in column 1 in the Schedule (the **Lot**).
- 6.2 Each owner of a Lot has executed and delivered a Deed of Authorisation and Consent under which the Owners Corporation approved the performance of the Building Works on the conditions that the owner consented to this by-law, that this by-law be adopted and that the owner indemnified the Owners Corporation against loss and damage arising out of the Building Works.
- 6.3 Each owner for the time being of the Lot (the **Owner**, which expression includes, for the avoidance of doubt, each successor in title to the Owner of the Lot at the date of adoption of this by-law) shall have a special privilege to keep and maintain the completed Building Works and a right of exclusive use and enjoyment of that part of the common property directly affected by the Building Works
- 6.4 Each Owner acknowledges and undertakes to the Owners Corporation that, in the case of Building Works involving the removal and/or replacement of tiles on the floor of any wet area or on any balcony, terrace or courtyard of the Lot, the Owner (including any contractor carrying out work on behalf of the Owner) has installed under the tiles in each wet area, balcony, terrace or courtyard affected by the Building Works, waterproof membrane or other waterproofing product of a type reasonably satisfactory to the executive committee of the Owners Corporation.
- 6.5 Each Owner acknowledges and agrees that the provisions of all other by-laws regarding the “Conduct of Building Works in Lots” relate to and are binding upon that Owner and that each Owner is responsible for the maintenance, upkeep, renewal and replacement of the fixtures and fittings installed in the course of the Building Works effected in respect of that Owner’s Lot and the common property affected by those Building Works and assumes all of the other responsibilities, liabilities and obligations under those clauses with respect to those Building Works both during their performance and subsequent to their completion.

- 6.6 The Owner must bear and pay the costs of preparation, adoption and registration of this by-law.

SCHEDULE

LOT/APT	Summary of Renovations (“Works”)	Special Conditions (if any)
16	Installation of a bollard within the carspace	“thatsmyspot” collapsible steel bollard and must not go further than 50mm into the slab.
32	A/C installation	



CERTIFICATE OF CURRENCY

THE INSURED

POLICY NUMBER	NRSC16000984
PDS AND POLICY WORDING	Residential Strata Product Disclosure Statement and Policy Wording SCIA-007_RSC-08/2014
THE INSURED	The Owners - Strata Plan No. 81912 & 89447
SITUATION	27-41 Wyndham Street Alexandria NSW 2015
POLICY PERIOD	From: 4.00pm on 24/03/17 To: 4.00pm on 24/03/18
INTERMEDIARY	BAC Insurance Brokers Pty Ltd
ADDRESS	Level 3, 185 Liverpool St Sydney NSW 2000
DATE OF ISSUE	2 March, 2017

POLICY LIMITS / SUMS INSURED

SECTION 1	Building	\$20,950,000
	Common Area Contents	\$209,500
	Loss of Rent/Temp Accommodation	\$3,142,500
	Internal Paint and Wallpaper	Selected
	Floating Floors	Selected
SECTION 2	Liability	\$30,000,000
SECTION 3	Voluntary Workers	Included
SECTION 5	Fidelity Guarantee	\$100,000
SECTION 6	Office Bearers' Liability	\$20,000,000
SECTION 7	Machinery Breakdown	\$100,000
SECTION 8	Catastrophe	\$6,285,000
SECTION 9	Government Audit Costs	\$25,000
	Appeal Expenses	\$100,000
	Legal Defence Expenses	\$50,000
SECTION 10	Lot Owners' Fixtures and Fittings	\$300,000

This certificate of currency has been issued by Strata Community Insurance Agencies Pty Ltd ABN 72 165 914 009 AFSL 457787 on behalf of the insurer Allianz Australia Insurance Limited, ABN 15 000 122 850, AFS Licence No. 234708 and confirms that on the Date of Issue a policy existed for the Policy Period and sums insured shown. It is issued as a matter of information only and does not confer any rights on the holder or any noted interested parties. This certificate does not amend, extend, replace, negate or override the benefits, terms, conditions and exclusions as described in your schedule documents together with the Product Disclosure Statement and insurance policy wording.

Fire safety statement

The owner of a building, or the owner's agent, needs to provide to the council:

- a final fire safety statement each year where an **essential** fire safety measure applies,
- a supplementary fire safety statement, as often as set out in the current fire safety schedule for the building, where a **critical** fire safety measure applies.

In either case, you can use this form to do so.

A copy of the statement also needs to be given to the Commissioner of New South Wales Fire Brigades and displayed in the building in a prominent position. To complete this form, please place a cross in the boxes ☐ and fill out the white sections as appropriate.

1. Description of the building being certified

Name of the owner of the building or part of the building

First name

Strata Plan 81912

Family name

The Owners Corporation

Address of the building

Flat/street no.

27 - 41

Street name

Wyndham Street

Suburb or town

ALEXANDRIA

Postcode

2015

Nearest cross street

This statement is for:

- ☐ part of the building
- ☒ the whole of the building.

Description of the building or part of the building

Apartment Building

2. Assessment of fire safety measures

List of each essential or critical fire safety measure, specified in the Fire Safety Schedule for the building.

Measure	Standard of performance required by the fire safety schedule	Date of assessment
A copy of the Alternative Solution Report 2007/153 R1.0 dated 23/05/2007 and Alternative Solution conformance Report 2007/153 R2.0 dated 4/03/2009 by Stephen Grubits and Associates shall be retained on site	Stephen Grubits and Associates Pty Ltd - Alternative Solution Report 2007/153 R1.0 dated 23/05/2007 and Alternative Solution conformance Report 2007/153 R2.0 dated 4/03/20	21 st Nov 2016
Automatic smoke detection and alarm system Combined system and Alternative Solution	BCA Combined Specification E2.2 ^a (3)and (4)/ Stephen Grubits and Associates Pty Ltd Report 2007/153R10 d/- 23/5/2007	21 st Nov 2016
Automatic fail safe device(final exit door in foyer)	D2.21 of BCA	21 st Nov 2016
Access Panels doors & hoppers to fire resisting shaft	C3.13 of BCA	21 st Nov 2016
Building Occupant Warning system Public corridors & car park	BCA Specification E2.2A (6)	21 st Nov 2016
Electromagnetic door holders (smoke doors & sliding doors	AS 4178 / Specification C3.4 and C3.6 of the BCA	21 st Nov 2016
Emergency lighting	BCA E4.2,E4.4 /AS 2293.1-2005	21 st Nov 2016

Fire safety statement

Exit signs	BCA E4.5, NSW E4.6, E4.7 / AS 2293.1-2005	21 st Nov 2016
Fire Dampers	AS 1682.1-1990/ AS/NZS 1668.1-1998	21 st Nov 2016
Fire doors	AS1905.-1997	21 st Nov 2016
Fire hydrants systems	E1.3 of BCA /AS 2419.-2005	21 st Nov 2016
Fire seals protecting openings to fire resisting components of the building	C3.15 of BCA	21 st Nov 2016
Hose reel system	E1.4 of BCA /AS 2441-2005	21 st Nov 2016
Openings in fire isolated Shafts	C3.10 of BCA/ AS 1735.11-1986	21 st Nov 2016
Lightweight construction (Main Electrical switch room in basement, electrical meter/ board cupboards fire isolated exits	C1.8, specification C1.8 of BCA	21 st Nov 2016
Mechanical air handling system Car Park Smoke Control	Part E2.2 of BCA AS/NZS 1668.1-1998	21 st Nov 2016
Portable fire extinguishers	E1.6 of BCA /AS 2444	21 st Nov 2016
Paths of Travel	Stephen Grubits and Associates Pty Ltd Report 2007/153 R10 d/- 23/5/2007	21 st Nov 2016
Protection of Openings- radiant heat attenuating screens fitted to 24 openings within 3m of the boundary	Stephen Grubits and Associates Pty Ltd Report 2007/153 R1.O d/- 23/5/2007	21 st Nov 2016
Required exits – no lock to door handle/ latch in door (GD02) from courtyard to foyer (Wyndham Street Frontage)	Stephen Grubits Pty Ltd and Associates P/L Alternative Solution Conformance Report 2007/153 R1.O d/- 4/3/2009	21 st Nov 2016
Sliding fire doors (carpark)	C3.6 of BCA	21 st Nov 2016
Smoke Seals	Specification C3.4 of BCA / D2.7-BCA	21 st Nov 2016
Solid Core Doors (electrical cupboards)	D2.7 of BCA	21 st Nov 2016
Stretcher Lifts	E3.2 of BCA	21 st Nov 2016
Warning & Operational signs	C3.6, D2.23 of BCA	21 st Nov 2016

3. Inspection of the building

Date the building or part of the building was inspected in relation to fire safety notices, fire exits and paths of travel to fire exits

21st Nov 2016

4. Type of statement

This is:

- ☒ an annual fire safety statement
☐ a supplementary fire safety statement

Date of this statement

25th Nov 2016

5. Certification

Annual fire safety statement

I, Samantha Edwards of McCompacks Strata Management
being the owner of the building described above, or the agent of the owner, certify that:

- ☒ each essential fire safety measure listed above has been assessed by a properly qualified person; and
- ☒ each essential fire safety measure was found, when it was assessed:
 - ☒ where an essential fire safety measure applies because it is specified in the fire safety schedule for the building, to be capable of performing to at least the standard set out in the schedule; or
 - ☒ where an essential fire safety measure applies although it is not specified in a fire safety schedule for the building, to be capable of performing to at least the standard for which the measure was originally designed and implemented; and
- ☒ a properly qualified person has inspected the building and found, when it was inspected, that no fire safety offences under the Environmental Planning and Assessment Regulation 2000 in relation to fire safety notices, fire exits and paths of travel to fire exits had been committed; and to be in a condition that did not disclose any grounds for a prosecution under Division 7 and:
- ☒ the information contained in this statement is true and accurate to the best of my knowledge and belief.

6. Information attached to this statement

- ☐ The current fire safety schedule for the building.

7. Signature

The owner of the building, or the agent's owner, must complete and sign the statement.

Signature

S. Edwards

Name SAMANTHA EDWARDS

Address Level 5, 151 Castlereagh St Sydney

The capacity in which you are signing if you are not the owner of the building

Strata Manager

8. Privacy policy

Minutes of the Annual General Meeting of The Owners - Strata Plan No 81912 held on Wednesday, 27 September 2017 in the office of McCormacks Strata Management, Suite 5:01, Level 5, 151 Castlereagh Street, Sydney 2000 commencing at 6.30 pm.

1. Attendance:

- a) **Owners Present in Person:** Lot 5, 11, 20, 22, 29, 34, 37, 39, 44, 51, 60 and 62
- b) **Owners Present by Proxy and Company Nominee:** Nil.
- c) **Apologies:** Nil.
- d) **In Attendance:** Samantha Edwards (McCormacks Strata Management)
Jessica Bates – Sachs Gerace Broome Lawyers (until 7.30pm)
David Wright – Strata Remedial Engineers (until 7.30pm)
Leigh Appleyard – ACOR Consultants (until 7.30pm)
- e) **Chairman:** Nick Biggs chaired the meeting

Prior to the commencement of the meeting the Chairman reported that there were sufficient persons present in person, by proxy and company nominee to constitute a quorum for the meeting.

1. Motion 1 – Authorising Settlement of Court Proceedings

Resolved that the Owners Corporation authorises the Strata Committee to settle the Supreme Court of New South Wales Proceedings No. 2016/28402 commenced by the Owners Corporation against the builder and developers of the building on such terms and conditions as the Strata Committee considers, on reasonable grounds, to be in the best interests of the Owners Corporation, subject to taking into account:

- a) advice from the building experts engaged by the Owners Corporation to advise on defects existing in the building; and
- b) legal advice from the Owners Corporation's legal representatives Sachs Gerace Broome Lawyers.

2. Motion 2 – Authorising Execution of All Documents Necessary to Give Effect to the Settlement

Resolved that the Owners Corporation authorises the Strata Committee, or its strata managing agent at the direction of the Strata Committee, to execute all documents that are necessary to be executed by the Owners Corporation in order to give effect to the settlement of the Supreme Court of New South Wales Proceedings No. 2016/28402 commenced by the Owners Corporation against the builder and developers of the building including but without limitation a deed recording the terms and conditions of such settlement.

3. Motion 3 – Authorising Owners Corporation Not to Maintain, Renew, Replace or Repair Common Property

Resolved that pursuant to section 106(3) of the *Strata Schemes Management Act 2015* that it is inappropriate to maintain, renew, replace or repair the common property vibration isolation treatment installed in the building and such 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.

Yes votes - 11

No votes - 0

Abstain – 1

4. Minutes

Resolved that the Minutes of the Extraordinary General Meeting held on 21 March 2017 be confirmed as a true and correct record of the proceedings at that meeting.

5. Financial Statements

Resolved that the financial statements for the 12 month period ended 30 June 2017 be adopted.

6. Motion 6 - Budget & Levy Contributions

Resolved:

- a) That the Owners Corporation estimate that, in respect of the 2017/18 financial year period, it will need to credit to its administrative fund and capital works fund for actual and expected expenditure of the kind set out in ss.79(1) and 79(2) of the Act the amounts set out in the budget annexed to the notice of the meeting at which this resolution was passed.
- b) That the Owners Corporation determine that the amounts set out below be levied as contributions to the administrative fund and the capital works fund to raise the amounts estimated as needing to be credited to those funds in (a):
 - i) To the Administrative Fund \$158,750 (excluding GST); and
 - ii) To the Capital Works Fund \$83,000 (excluding GST).
- c) That the Owners Corporation pay contributions in the 4 instalments shown below (excluding GST):

1 st instalment (already invoiced)	Due 01/08/17	Admin \$ 42,836	Cap. Works \$17,600	Total \$60,436
2 nd instalment	01/11/17	\$ 38,638	\$21,800	\$60,438
3 rd instalment	01/02/18	\$ 38,638	\$21,800	\$60,438
4 th instalment	01/05/18	\$ 38,638	\$21,800	\$60,438
		\$158,750	\$83,000	

- d) That the levy instalments due 1 August 2018, and quarterly thereafter, be based upon the levy raised in the last quarter of this financial year until re-determined at a general meeting.

7. Motion 7 – Motion for Special Levy for defects claim

Resolved that the owners vote on an amended motion with a condition that an EGM is called within 3 months if a settlement of the defects case occurs in order to reassess the required funds.

Resolved that pursuant to section 76(4) of the Strata Schemes Management Act 1996 (Act) to raise an additional contribution for the undertaking of the defects claim for the property in the sum \$215,675 (GST exclusive) to be raised as follows:

With the condition there is an Extraordinary General Meeting within 3 months of a settlement of the defects case

	Due	Amount	Rate per U/E
1 st instalment	01/11/17	\$ 71,891	\$7,19
2 nd instalment	01/02/18	\$ 71,892	\$7,19
3 rd instalment	01/05/18	\$ 71,892	\$7,19
	TOTALS	\$215,675	

Yes votes - 11

No votes - 1

Abstain – 0

8. Motion 8 - Auditor

Resolved that the Owners Corporation appoint an auditor for the 2017/18 financial year.

9. Motion 9 - Insurance

Resolved that the Owners Corporation confirm the insurance policies currently held by the Owners Corporation in accordance with s.164 of the Act (details of which are set out in the Schedule on the last page of this agenda).

Resolved further that the Owners Corporation authorise the strata committee and/or the strata managing agent to obtain three quotations (where possible) and renew the existing insurance policy or policies on the same terms (so far as reasonably possible).

10. Motion 10 - Matters to be Determined Only by General Meeting

Resolved that there is no matter or type of matter that is to be determined only by the Owners Corporation in general meeting other than those required by the Act.

11. Motion 11 – Report of the Strata Managing Agent

Resolved that the Owners Corporation accept the following report from the strata managing agent on commissions paid to the agent, training services received or paid for, for the previous 12 months and commissions likely to be payable to the agent or training services likely to be received or paid for within the next 12 months.

	Received 2016/17	Expected 2017/18
Insurance commissions	\$3,400.97	No increased % from 2016/17
Training services	Nil	Nil

12. Motion 12 – Annual Fire Safety Statement

Resolved that the Owners Corporation:

- (a) consider the Annual Fire Safety Statement under the *Environmental Planning and Assessment Act 1979*; and
- (b) authorise the strata managing agent and the building manager to make arrangements to obtain and lodge with the relevant authorities, by the due date, the Annual Fire Safety Statement for 2017.

13. Motion 13 – Overdue Contributions

Resolved that the Owners Corporation authorise the strata committee and/or the strata managing agent to deal with any overdue contributions, interest and recovery costs payable to the Owners Corporation in accordance with the Act.

14. Motion 14 – General Meeting Electronic Voting

Motion failed

That pursuant to clause 28(1) in Schedule 1 of the Act and clause 14(1)(b) of the Regulations, that persons entitled to vote on a matter may vote prior to a general meeting by the following means:

- (a) an email to the strata managing agent attaching a completed voting paper from the email address provided by that lot owner for service of notices; or
- (b) via a website voting system or other electronic means provided by the strata managing agent for that purpose.

Further, that the Owners Corporation resolves to authorise the strata committee to determine which motions are to be the subject of pre-meeting electronic voting.

15. Motion 15 – Electronic Record Keeping

Resolved that the Owners Corporation determine that pursuant to s.96(2) of the Act the strata roll and any other record required to be made or stored by it may be made or stored in electronic form.

BY-LAWS

16. Motion 16 – By-law Review

Resolved that the strata committee is to review the by-laws registered for the strata scheme and to:

- (a) prepare, or have prepared a consolidated list of by-laws for the scheme;
- (b) engage legal representation (if required) to conduct a review of the registered by-laws for the scheme taking into consideration the requirements of s.139 of the Act and to provide advice on the current by-laws; and
- (c) prepare, or have prepared, any suggested changes to the current by-laws including any additions, repeals or amendments for consideration at the next general meeting.

17. Motion 17 – Minor renovations authorisation

Resolved that the Owners Corporation authorises:

- (a) by special resolution in accordance with section 141(1) of the Act to make an additional by-law in the following terms and to complete, affix the seal to and lodge in the office of the Registrar-General notification of the same in the manner contemplated by section 141(2)(a) of the Act:

Special By-Law [X] – Minor renovations by owners – Delegation of functions

Within the meaning of section 110(6)(b) of the *Strata Schemes Management Act 2015* the owners corporation is permitted to delegate its functions under section 110 of that Act to the strata committee.

- (b) to delegate its functions to the strata committee in accordance with the by-law made in (a).

18. Motion 18 – Renovations register by-law

Resolved that pursuant to ss.108, 110 and 111 of the Act, to authorise the renovation works contained in the “2017 AGM APPROVAL” section of the register for special by-law Y (Renovations Register - copy attached to the meeting papers for this AGM), on the condition that the relevant owner is to be responsible for the ongoing maintenance of the common property concerned.

Resolved further that the Owners Corporation adopt the attached special by-law Y and that notification of this change to the by-laws be lodged for registration in accordance with ss.141(1), 142, 143, 144 and 145 of the Act at the Registrar-General’s Office.

19. Motion 19 - Short-term letting by-law

Resolved that pursuant to 141 of the *Strata Schemes Management Act 2015* (“Act”) to adopt the attached new by-law Z and that notification of this change to the by-laws be lodged for registration in accordance with section 48 of the Act at the Registrar-General’s Office.

COMMITTEE ELECTION

20. Motion 20 - Election Of Strata Committee

Resolved:

- a) that nominations be called for members of the Strata Committee from Boon Lim Yeo, Nick Biggs, Matthew Jorgenson, Kevin Hardy, Paul Whalen and Anthony Butcher; and
- b) that no interest was disclosed by the nominees pursuant to s.32 of the Act; and
- c) that the number of members of the Strata Committee be determined as six (6); and
- d) that the Strata Committee be elected.

21. Closing of meeting

There being no further business the Chairman declared the meeting closed at 8.25 pm.

Signed as a true and correct record.

CHAIRMAN

ESPRA | THE OWNERS – STRATA PLAN 81912

Strata Committee meeting minutes

17 July 2017 - 6.00pm

McCormacks Strata Management, Suite 5:01, Level 5, 151 Castlereagh Street, Sydney 2000.

ACTION

1. ATTENDANCE

- a) **Present:** Nick Biggs, Kendall Bailey, Kevin Hardy, Matthias Hesse, Matt Jorgenson and Paul Whalen
- b) **Apologies:** Ant Butcher (proxy to Paul Whalen) and Aimee Riley (proxy to Nick Biggs)
- c) **In Attendance:** Samantha Edwards (McCormacks Strata Management – MSM)
Paul McKimm (PJM Building Management – BM)
Edward Anderson (unit 19)
- d) **Chairperson:** Nick Biggs

2. MINUTES

Resolved that the minutes of the Strata Committee meeting held 15 May 2017 be confirmed as a true and correct record of the proceedings at that meeting.

3. MATTERS ARISING

3.1 Defects

Legal proceedings against Ceerose

- a) Court proceedings have been adjourned to 04/08/17;
- b) a settlement conference is being held on 27/07/17 – resolved that Nick Biggs is to attend on behalf of the OC with the OC's experts;
- c) if no settlement, next steps will be for the OC to prepare expert reports, owner affidavits and quantity surveyor to determine rectification costs;
- d) it is extremely important for owners/residents to provide access for inspections to assist the OC with its case;
- e) the BM is to check the hole in the wall of unit 5;

BM

Rail noise & vibrations

- f) Sydney Trains – the next grinding is scheduled for August 2017 and then every 6 months. **Resolved** that MSM will obtain confirmation from Sydney Trains that August grinding was carried out;
- g) EPA advised that they are monitoring that Sydney Trains maintain their tracks and the current 6 to 12 month grinding schedule is reasonable - EPA will not mandate an increase in frequency. MSM will continue to liaise with EPA to ensure the grinding schedule is adhered to; and
- h) the expert report regarding the long-term safety of the building is being finalised.

MSM

3.2 Energy renewal contract

MSM to investigate new energy contract for the OC's common property.

MSM

3.3 Visitor parking

Signage is being installed in visitor parking spaces which advises that “A visitor must not occupy a visitor carspace for more than 24 hours in any 7 day period”. Owners and residents are reminded that:

- a) they are not visitors and must not use any visitor carspaces;
- b) a breach of these restrictions can lead to a fine of up to \$5,500; and
- c) they should contact the BM or MSM to advise of any breaches of the visitor parking rules.

BM

3.4 Storage in carspaces

The by-laws specifically state that only vehicles are to be stored in carspaces – household or storage items are prohibited. Offending residents were sent a letter on or about 13 July 2017 requiring compliance within 14 days.

MSM

3.5 Short-term letting by-law

Resolved to include a motion on the AGM agenda which prohibits short-term letting in accordance with the scheme’s zoning.

MSM

3.6 Pet approval – unit 51

Resolved to ratify approval for the tenant of unit 51 to keep a 7 year old labradoodle on the premises on the condition that the resident agrees to comply with the scheme’s pet by-law.

3.7 Renovations

a) Unit 59 – doorbell

Resolved to ratify approval for the resident to install a stick-on doorbell.

b) Unit 53 – ventilation

The SC had approved the installation of a ventilation duct on the unit’s external wall – via email in between SC meetings (to be ratified at this meeting). The owner later advised MSM that it will not proceed, as his contractor identified that there is a steel beam in the proposed installation area. **Resolved** that the BM will ensure that any damage to common property by the owner is rectified.

BM

4. BUILDING MANAGER’S REPORT

The Building Manager’s report circulated prior to the meeting papers was tabled and the following was discussed:

- a) Pest control – carried out in March and is due again in September. Waratah will put notices in letterboxes inviting residents to book pest control inside units at the same time;
- b) Unit 24 NYE break in – **resolved** that the BM will arrange tile repairs / replacement;
- c) CCTV upgrade – the BM will obtain quotes for additional cameras; and
- d) Pressure cleaning – courtyard pavers were cleaned on 05/07/17 and the back stairs are scheduled to be cleaned shortly.

BM

BM

BM

5. WHS

Nil.

6. FINANCIALS

6.1 Financial statements to 30 June 2017

The financial statements circulated with the meeting papers were tabled.

6.2 Draft budget 2017/18

The draft budget circulated with the meeting papers was tabled. **Resolved** that:

- a) the draft budget (administration and capital works funds) circulated with the meeting papers is to be included in the AGM agenda – 0% increase to current levies; and MSM
- b) MSM is to prepare a budget for the defects fund. MSM

6.3 Aged Balance List

MSM to send arrears list to SC. MSM

7. GENERAL BUSINESS

Nil.

8. NEXT MEETING

Resolved that the AGM is to be held on 11 September 2017 at 6pm in the offices of MSM and that SGB Lawyers will be invited to attend for up to 1 hour.

9. CLOSE

The meeting closed at 7.38pm.

Signed as a true and correct record.

Chairman

Minutes of the Annual General Meeting of The Owners - Strata Plan No 81912 (Espra Apartments) held on 12 September 2016 at McCormacks Strata Management, Suite 5:01, Level 5, 151 Castlereagh Street, Sydney 2000 at 6.00pm.

Attendance:

- a) **Owners Present in Person:** lots 5, 22, 28, 29, 33, 35, 39, 41, 47, 49 and 63
- b) **Owners Present by Proxy and Company Nominee:** The Chairman (lots 32, 37 and 40), Nick Biggs (lots 11 and 34) and Sister Josephine Brimo (lots 25 and 52)
- c) **Apologies:** Matthew Jorgenson (lot 11) and Paul Whalen
- d) **In Attendance:** Paul McKimm (PJM Management), Samantha Edwards (McCormacks Strata Management) and Jessica Bates (SGB Lawyers)
- e) **Chairman:** Nick Biggs

Prior to the commencement of the meeting Jessica Bates of SGB Lawyers (acting as the solicitors on behalf of the Owners Corporation) addressed the meeting and provided an update on the defects rectification legal proceedings. This information is privileged, although owners can contact McCormacks Strata Management if they require information.

Prior to the commencement of the meeting the Chairman reported that there were sufficient persons present in person, by proxy and company nominee to constitute a quorum for the meeting.

1. Minutes

Resolved that the Minutes of the Annual General Meeting held 25 August 2015 be confirmed as a true and correct record of the proceedings at that meeting.

2. Financial Statements

Resolved that the financial statements for the 12 month period ended 30 June 2016 be adopted.

3. Budget & Levy Contributions

a) **Resolved** that the Budget circulated with the meeting papers be adopted by the Owners Corporation and that contributions be determined in accordance with section 76(1) of the *Strata Schemes Management Act 1996* for the 12 month period from 1 July 2016 as follows:

- i) to the Administrative Fund \$152,000 (excluding GST); and
- ii) to the Sinking Fund \$83,000 (excluding GST)

b) **Resolved** that contributions be paid in 4 instalments as shown below (excluding GST):

1 st instalment (already invoiced)	Due	Admin	Sinking	Total
	01/08/2016	\$23,492	\$30,203	\$53,695

2 nd instalment	01/11/2016	\$42,836	\$17,599	\$60,435
3 rd instalment	01/02/2017	\$42,836	\$17,599	\$60,435
4 th instalment	01/05/2017	\$42,836	\$17,599	\$60,435
	TOTALS	\$152,000	\$83,000	

- c) **Resolved** that the levy instalment due 1 August 2017 being the levy for the first quarter of the next financial year be based on the levy raised for last quarter of this financial year.

4. Motion for Special Levy for the required defects claim

Resolved the Owners – Strata Plan No 81912 resolve pursuant to section 76(4) of the Strata Schemes Management Act 1996 (Act) to raise an additional contribution for the undertaking of the defects claim for the property in the sum \$225,000 (GST exclusive) to be raised as follows:

	Due	Amount	Rate per U/E
1 st instalment	01/11/2016	\$ 75,000	\$7.50
2 nd instalment	01/02/2017	\$ 75,000	\$7.50
3 rd instalment	01/05/2017	\$ 75,000	\$7.50
	TOTALS	\$ 225,000	

5. Motion 5 - Auditor

Resolved that the Owners Corporation will appoint an auditor for the current financial year ending 30 June 2017

6. Motion 6 - Insurance - 24 March

Resolved that the current insurances, details of which are set out in the Schedule attached to the notice of meeting, were confirmed. Previous – Zurich (not tender) \$31,252. Current – SCI (Allianz) \$30,337.

7. Motion 7 - Determination by General Meeting

Resolved that there is no matter or type of matter that is to be determined only by the Owners Corporation in General Meeting other than those required by the Act.

8. Motion 8 – Renewal of Agency Agreement

a) **Resolved** that pursuant to section 27(1) of the Strata Schemes Management Act 1996, Julmic Pty Ltd trading as McCormacks Strata Management (herein called the agent) be reappointed as managing agent of The Owners – Strata Plan No 81912.

b) **Resolved** that the owners corporation delegate to the agent all of the functions of:

- (i) the owners corporation (other than those listed in section 28(3) of the Act); and
- (ii) its chairperson, treasurer, secretary, and executive committee necessary to enable the Agent to carry out the duties as defined in Schedule A2 and subject to the conditions and limitations in the Agency Agreement.

c) **Resolved** that pursuant to section 238 of the Strata Schemes Management Act 1996, the common seal of the owners corporation be affixed to the agency agreement tabled at this meeting and signed by two persons nominated by the owners corporation (being owners of lots or members of the executive committee) which incorporates instruments appointing the Agent and delegating all the powers, authorities, duties and functions referred to therein.

9. Motion 9 – Defects claim and Court proceedings

Resolved that The Owners - Strata Plan 81912 authorise the Executive Committee (as it may be constituted from time to time) to use its discretion and make decisions about the building defects

claim, including the Supreme Court of New South Wales Proceedings No. 2016/28402 (Court Proceedings), subject to taking into account legal advice from the Owners Corporation's legal representative, which includes (but is not limited to), negotiating and resolving the building defects claim and the Court Proceedings on such terms and conditions as the Executive Committee considers, on reasonable grounds, to be in the best interests of the Owners Corporation.

**10. Motion 10 – SBL 2 – Air conditioning by-law
Resolved by Special Resolution**

Resolved that The Owners – Strata Plan 81912 authorise by special resolution pursuant to section 62(3) of the Strata Schemes Management Act 1996 ("the Act") to determine that it is inappropriate to maintain, renew, replace or repair the air conditioning units and its decision will not adversely affect the safety of the building, structure or common property in the strata scheme or detract from the appearance of any property in the strata scheme. **Further** that the Owners Corporation resolve by special resolution, pursuant to sections 65A and 52 of the Act to adopt the new special by-law 2 (attached to the meeting papers) and that notification of this change to the by-laws be lodged for registration in accordance with section 48 of the Act at the Registrar-General's Office.

**11. Motion 11 – SBL 3 – Carpark by-law
Resolved by Special Resolution**

Resolved that The Owners – Strata Plan 81912 authorise by special resolution pursuant to section 47 of the Strata Schemes Management Act 1996 ("the Act") to adopt a new Special By-Law 3 in the same or similar terms to the Special By-Law 3 attached to the meeting papers. **Further** that notification of this change to the by-laws be lodged for registration in accordance with section 48 of the Act at the Registrar-General's Office.

**12. Motion 12 – SBL 4 – Renovations by-law
Resolved by Special resolution**

Resolved that The Owners – Strata Plan 81912 authorise by special resolution pursuant to section 47 of the Strata Schemes Management Act 1996 ("the Act") to adopt a new Special By-Law 4 in the same or similar terms to the Special By-Law 4 attached to the meeting papers. **Further** that notification of this change to the by-laws be lodged for registration in accordance with section 48 of the Act at the Registrar-General's Office.

**13. Motion 13 – SBL 5 – Works by-law
Resolved by Special resolution**

Resolved that The Owners – Strata Plan 81912 authorise by special resolution pursuant to section 47 of the Strata Schemes Management Act 1996 ("the Act") to adopt a new Special By-Law 5 in the same or similar terms to the Special By-Law 5 attached to the meeting papers. **Further** that notification of this change to the by-laws be lodged for registration in accordance with section 48 of the Act at the Registrar-General's Office.

**14. Motion 14 – SBL 6 - Fire Safety, Access and Recovery of Costs
Resolved by Special resolution**

Resolved that The Owners – Strata Plan 81912 authorise by special resolution pursuant to section 47 of the Strata Schemes Management Act 1996 ("the Act") to adopt a new Special By-Law 6 in the same or similar terms to the Special By-Law 6 attached to the meeting papers. **Further** that notification of this change to the by-laws be lodged for registration in accordance with section 48 of the Act at the Registrar-General's Office.

15. Motion 15 - Election Of Executive Committee

- a) **Resolved** that nominations be accepted for members of the Executive Committee from Nick Biggs, Kevin Hardy, Aimee Riley, Matthew Jorgenson, Paul Whalen, Kendall Bailey, Anthony Butcher and Matthias Hesse; and
- b) **Resolved** that no nominees disclosed any interests pursuant to Sch. 3 cl. 3A of the Act;
- c) **Resolved** that the number of members of the Executive Committee be determined as eight (8); and
- d) **Resolved** that the eight (8) nominees accepted in item 15(a) be elected as the Executive Committee.

16. Closure

There being no further business the Chairman declared the meeting closed at 7.50pm.

Signed as a true and correct record.

CHAIRMAN

21 May 2014

File No: 1062.33

The Owners SP81912
C/o Maree Doherty
McCormacks Strata Management
Level 5, 275 George Street
Sydney NSW 2000

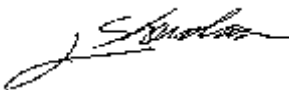
Dear Maree,

**RE: ESPRA SINKING FUND
27-41 WYNDHAM STREET, ALEXANDRIA NSW**

Further to our proposal and your subsequent commission, QS Solutions are pleased to enclose our Sinking Fund report for the above property.

Should you have any queries please do not hesitate to contact Justin Sheridan of this office.

Yours sincerely



Justin Sheridan
QS Solutions

Enc

Espra Sinking Fund



27-41 Wyndham Street, Alexandria NSW

The Owners, Strata Plan 81912

May 2014

File No: 1062.33

QS Solutions

Property & Construction Consultants

23 Kirkwood Avenue

Epping NSW 2121

Telephone: 02 9876 4757

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1. Introduction

Under instructions from Maree Doherty of McCormacks Strata Management, QS Solutions have prepared an independent sinking fund analysis for strata plan 81912 at 27-41 Wyndham Street, Alexandria NSW. The purpose of the assessment is to assist the owners corporations plan for the future by identifying when sinking fund expenses may be required for specific building assets. The assessment will help the owners corporation plan for the timely reinstatement of the building's assets as they near the end of their effective life. As such the assessment is used as a basis to calculate reasonable sinking fund contributions so the building retains its desired quality while reducing the need for special capital works levies.

2. Building Description

The property has a street frontage 57m at Wyndham Street, 20m at Garden Street and an area of 2,440m². The property contains a 59 lot, 4 storey residential strata building plus basement car park. The building has a painted facade, balconies with glazed and masonry balustrades, pergolas, raised planters and garden area.

The building is serviced by a central hot water system, one passenger lift, a security entry & recording system, fire alarm system and fire services pump.

3. Valuation Methodology

Section 75(2) of the Strata Schemes Management Act requires an owners corporation to estimate the funds it should set aside each year for anticipated sinking fund expenditure. This good property management recognises that all lot owners contribute to a buildings wear and tear and that they should contribute to the costs of reinstating the wear and tear.

This independent and unbiased sinking fund assessment is prepared to assist owners in estimating the funds they should set aside each year for the building's anticipated capital expenditure.

The timely reinstatement of these assets, as they near the end of their effective life, is used as a basis to calculate reasonable annual contributions so the property retains its desired quality while reducing the need for significant one off contributions.

3.1 Benefits of future planning

This sinking fund includes assets anticipated to require capital expenditure within the next 10 years. This future planning:

- Spreads the cost of capital reinstatement over a number of years;
- Reduces the financial pressure of large special levies;
- Improves a strata's cash flow provision;
- Improves a strata's ability to react to sudden or emergency events;
- Improves the capital value of each lot;
- Maintains the buildings desired appearance and performance;
- Can assist in reducing owner contributions if invested sinking fund interest contributes towards sinking fund levies, and

3.2 Included assets

The included sinking fund assets are understood to be the responsibility of the owners corporation which can not be economically repaired or maintained without reinstatement. The sinking fund excludes regular administration, repairs and maintenance costs.

QS Solutions has reviewed the strata plan and is not aware of any by-laws or other agreements which alter the extent of assets for which the owners corporation is responsible.

3.3 Reinstatement years

While an asset's life can be extended indefinitely with unlimited expenditure on repairs and maintenance it is assumed that the asset's effective lives end when it is no longer economic to maintain them.

The reinstatement year is the number of years until the asset is anticipated to reach the end of its effective life for its intended purpose and will be wholly or substantially reinstated. These life expectancies are based on our site inspection and the following factors:

- Its age, current condition and insured duration;
- Historical performance of the asset and similar assets in comparable buildings;
- Local conditions and its ability to carry out its intended function;
- The owners corporations required standards.

3.4 Reinstatement costs

Reinstatement costs are the estimated costs to restore assets back to their original standard.

The costs:

- Assume the work will be carried out by qualified and independent tradespeople;
- Are at the date noted in the report;
- Consider the availability of replacement parts;
- May allow for partial restoration or total replacement;
- Exclude GST which is included at the bottom of the analysis after summing the annual cost of all assets. Owners should consider their requirements for collecting and paying GST when reviewing the sinking fund.

3.5 Inflation rate

The estimated building inflation rate is anticipated over the life of the sinking fund. Variances in inflation can significantly impact a sinking funds cash position and it is recommended the sinking fund be periodically updated to address inflation discrepancies.

4. Reviewing & Refining

Variations to this sinking fund are likely due to future unforeseen events and the owners corporation should periodically review and refine the sinking fund to ensure reasonable funds are available for future expenditure.

4.1 Why review

The sinking fund assessment is an estimate based upon all available information and the predicted impact of reasonably foreseeable events at the date of the report. It uses a number of assumptions in an attempt to provide an indication of the required annual sinking fund contributions. Reinstatement assets, durations, costs and inflation rates are intended as a guide for the purpose of contributing a reasonable annual allowance to the sinking fund. As an integral property management tool, sinking funds should be regularly refined as the building ages to ensure quality expectations can be met and anticipated expenses included.

4.2 Refining

Owners can improve the accuracy of anticipated sinking fund contribution and expenditure obligations by:

- Regularly reviewing the building's condition and excluding any redundant future expenses and budgeting for previously unforeseen expenses;
- Ensuring that all included assets are the responsibility of the owners corporation;
- Considering the consequences of allowing assets to deteriorate past their effective life when estimating reinstatement dates;
- Ensuring reasonable reinstatement costs for the anticipated scope of work;
- Including a reasonable contingency allowance and inflation rate;
- Allowing for possible expenses due to changes in legislation or other items identified in the general exclusions section of this report;
- Obtaining expert independent advice from maintenance contractors or specialist consultants if unsure about a particular item;
- Focusing on assets with high annual maintenance and sinking fund contribution costs.

Any adjustment to the sinking fund will require the report to be recalculated by QS Solutions.

5. Information for Substantiation

This report is based on our understanding of the sinking fund principles as outlined in the Strata Schemes Management Act 1996.

5.1 Site inspection

The property was visited on 19 May 2014 and an inspection of the common property completed. Common property assets were identified and inspected where possible. The life expectancy and reinstatement cost of these assets was assessed and the annual contributions and expenditure calculated based on an appropriate inflation rate.

When unable to examine an asset we have assumed it's condition and method of construction bearing in mind the age and character of the property.

5.2 General inclusions and exclusions

Unless specifically noted the sinking fund makes no allowance for expenditure resulting directly or indirectly from:

- Unforeseeable events;
- Changes to the use of the building;
- Building defects, water damage, termites or pests;
- Insurance work;
- Work to comply with government legislation, building codes, Occupational Health and Safety or Australian Standards.

Commercial and technological obsolescence is considered when determining the effective life of an asset. Obsolescence can be difficult to predict as asset parts may no longer available or more cost effective alternative may becomes available.

5.3 Specific exclusions

Assets anticipated to not require sinking fund expenditure within the next 10 years include:

- Lot air conditioning, alarm systems, car space enclosures and balcony enclosures as we understand these are maintained by lot owners.
- Metal pergolas and attached translucent roofing to balconies
- Cleaning down the building facade.
- Boundary fencing.
- Corridor lighting as recently upgraded to LED lighting and we have assumed the owners intend to retain the current lighting layout & design.
- Intercom handsets within lots.
- Letter box's.
- Upgrading lot internet connections to the national broadband network.
- Installing window child safety devices.
- Commercial garbage room ventilation fan or hot water system as no longer used.
- Floor tiles to internal common areas.
- Access control system.

5.4 Specific inclusions

Assets anticipated to require sinking fund expenditure within the next 10 years include:

- Upgrade fire stair & car park lighting to LED as advised (no allowance for government)
- Maintaining a watertight façade.
- Fire services pumps & control panel and annual fire safety works.
- Overhauling the passenger lift.
- Minor works only to water supply, drainage and electrical works.
- Overhauling windows and balcony doors.

- Balcony floors and railings.

5.5 Building defects

We understand the building has a number of defects which are in the process of being rectified. QS Solutions were unable to obtain the extent of defects or establish the likelihood of the defects being rectified at no cost to the owner's corporation. The sinking fund makes no allowance for defects which could significantly impact required sinking fund contributions.

6. Sinking Fund Analysis

The following contribution and expenditure table analysis provide a list of sinking fund assets and their reinstatement dates and costs within 10 years. The list is an estimate based on information available at the time of the report and should be regularly reviewed and updated.

The contribution table assesses the finds to be collected while the expenditure table shows the cost to carry out the work. The tables refer to financial years and the asterisk (*) indicates the year in which each asset will be reinstated.

6.1 Asset Contributions

The contributions table analysis overleaf calculates the annual funds to be set aside for each asset. This highlights the impact each asset has on sinking fund and insures sufficient fund area available to reinstate each asset when required.

The sum of the sinking fund accumulation row is recalculated in the Sinking fund levies row to provide annual sinking fund levies after deducting the existing sinking fund balance.

27-41 Wyndham Street, Alexandria NSW Assets as at May 2014					Reinstatement years		Reinstatement Cost (2014)	Sinking fund contribution							* Year of reinstatement				4% Building Inflation Rate			
		First	Subsequent			2014-2015	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024							
1 Floor Finishes																						
2	Overhaul corridor & lobby floor tiles	5	10	8,000	1,797	1,869	1,944	2,021	2,102	1,200	1,248	1,298	1,350	1,404								
3 Internal Painting																						
4	Main entry lobbies	5	5	5,000	1,123	1,168	1,215	1,263	1,314	1,366	1,421	1,478	1,537	1,599	*							
5	Corridors, stairwells & doors	5	10	30,000	6,739	7,008	7,289	7,580	7,883	4,500	4,680	4,867	5,062	5,264								
6	Car park line marking	10	15	2,500	308	321	333	347	361	375	390	406	422	439	*							
7 External Painting																						
8	Retaining & planter walls & main entry points	5	5	11,000	2,471	2,570	2,673	2,779	2,891	3,006	3,126	3,252	3,382	3,517	*							
9	Building facade	8	13	140,000	20,794	21,626	22,491	23,390	24,326	25,299	26,311	27,363	28,447	29,555								
10 Doors																						
11	Roller door motor & springs	3	8	3,000	1,081	1,124	1,169	1,215	1,263	1,314	1,366	1,421	1,478	1,537	1,599	*						
12	Overhaul entry shutter	9	12	4,000	538	559	582	605	629	655	681	708	736	765	794	*						
13	Common doors	3	8	2,500	901	937	974	1,011	1,051	1,092	1,133	1,175	1,217	1,260	1,303	*						
14 Overhaul External Item																						
15	External paving	5	10	4,000	899	934	972	1,011	1,051	1,092	1,133	1,175	1,217	1,260	1,303	*						
16	External landscaping & trees	6	6	4,000	763	794	825	858	893	928	965	1,004	1,044	1,086	1,128	*						
17	Overhaul raised planter membranes	5	0	15,000	3,369	3,504	3,644	3,790	3,942	0	0	0	0	0	0	0						
18	Overhaul balcony floor tiles & waterproofing	4	10	30,000	8,265	8,595	8,939	9,297	9,667	10,040	10,418	10,801	11,189	11,581	11,976	*						
19	Balcony, terrace & courtyard railings & gates	6	11	10,000	1,908	1,984	2,063	2,146	2,232	2,321	2,411	2,502	2,594	2,687	2,781	*						
20	Roof flashings, gutters, down pipes & vents	7	12	6,000	1,000	1,040	1,081	1,124	1,169	1,216	1,265	1,314	1,363	1,412	1,461	*						
21	Overhaul window and balcony doors	8	13	9,000	1,337	1,390	1,446	1,504	1,564	1,626	1,691	1,759	1,828	1,897	1,966	*						
22 Mechanical																						
23	Car park ventilation fans	9	14	2,000	269	280	291	303	315	327	340	354	368	382	395	*						
24	General ventilation fans	6	11	2,000	382	397	413	429	446	464	482	500	518	536	554	*						
Brought Forward					53,942	56,100	58,344	59,367	56,400	49,379	50,190	51,724	43,926	45,411								

27-41 Wyndham Street, Alexandria NSW Assets as at May 2014					Reinstatement years		Reinstatement Cost (2014)	Sinking fund contribution					* Year of reinstatement					4% Building Inflation Rate				
					First	Subsequent		2014-2015	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024					
Carried Forward								53,942	56,100	58,344	59,367	56,400	49,379	50,190	51,724	43,926	45,411					
25 Electrical																						
26	Fire stair & car park lights to led (as advised)				1	0	30,000	31,200 *	0	0	0	0	0	0	0	0	0					
27	External lighting				4	9	5,000	1,377	1,433	1,490	1,549 *	787	818	851	885	920	957					
28	Overhaul entry intercom system				3	8	3,000	1,081	1,124	1,169 *	501	521	542	564	586	610	634					
29	Security recording system				3	8	3,000	1,081	1,124	1,169 *	501	521	542	564	586	610	634					
30	Television antenna system incl boosters & filters				5	10	2,000	449	467	486	505	526 *	300	312	324	337	351					
31	Minor electrical work				4	4	1,500	413	430	447	465 *	483	503	523	544 *	566	588					
32 Lift																						
33	Internal & door finishes				10	15	40,000	4,932	5,129	5,334	5,547	5,769	6,000	6,240	6,490	6,749	7,019 *					
34	Motors & controls				10	15	40,000	4,932	5,129	5,334	5,547	5,769	6,000	6,240	6,490	6,749	7,019 *					
35 Hydraulics																						
36	Sump pumps				3	8	3,000	1,081	1,124	1,169 *	501	521	542	564	586	610	634					
37	Water booster pumps (replace 50%)				1	5	2,500	2,600 *	584	607	632	657	683 *	711	739	769	799					
38	Garbage room hot water				6	11	1,000	191	198	206	215	223	232 *	144	150	156	162					
39	Main hot water system (boilers, tanks, pumps)				6	12	19,000	3,624	3,769	3,920	4,077	4,240	4,410 *	2,562	2,664	2,771	2,881					
40	Garden irrigation system				3	4	3,000	1,081	1,124	1,169 *	930	967	1,006	1,046 *	1,088	1,131	1,176					
41	Minor works to water supply & drainage				3	4	2,500	901	937	974 *	775	806	838	871 *	906	943	980					
42 Fire Services																						
43	Fire services pump				10	15	10,000	1,233	1,282	1,334	1,387	1,442	1,500	1,560	1,622	1,687	1,755 *					
44	Overhaul fire control panel				6	11	1,500	286	298	309	322	335	348 *	217	225	234	244					
45	Annual fire safety work				1	1	1,500	1,560 *	1,622 *	1,687 *	1,755 *	1,825 *	1,898 *	1,974 *	2,053 *	2,135 *	2,220 *					
46	Contingency / Minor Items 5%							5,598	4,094	4,258	4,229	4,090	3,777	3,757	3,883	3,545	3,673					
47	Sinking fund accumulation (excluding GST)							117,563	85,969	89,408	88,805	85,883	79,318	78,889	81,546	74,449	77,141					
48	Sinking fund accumulation (including GST)							129,319	94,566	98,349	97,686	94,471	87,249	86,778	89,701	81,894	84,855					
27-41 Wyndham Street, Alexandria NSW							Opening Bal	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024					
Sinking fund levies at 4% increas PA ** (including GST)							30,112	76,191	79,238	82,408	85,704	89,132	92,698	96,406	100,262	104,272	108,443					

** The sum of row 48 smoothed after deducting the opening balance

6.2 Asset Expenditure

The expenditure analysis shows when funds will be withdrawn from the sinking fund. The expenditure costs are at the date of reinstatement and include for inflation.

27-41 Wyndham Street, Alexandria NSW Assets as at May 2014		Reinstatement years		Reinstatement Cost (2014)	Sinking fund expenditure					* Year of reinstatement					4% Building Inflation Rate			
		First	Subsequent		2014-2015	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024				
1	Floor Finishes																	
2	Overhaul corridor & lobby floor tiles	5	10	8,000					9,733 *									
3	Internal Painting																	
4	Main entry lobbies	5	5	5,000					6,083 *								7,401 *	
5	Corridors, stairwells & doors	5	10	30,000					36,500 *									
6	Car park line marking	10	15	2,500													3,701 *	
7	External Painting																	
8	Retaining & planter walls & main entry points	5	5	11,000					13,383 *								16,283 *	
9	Building facade	8	13	140,000								191,600 *						
10	Doors																	
11	Roller door motor & springs	3	8	3,000			3,375 *											
12	Overhaul entry shutter	9	12	4,000									5,693 *					
13	Common doors	3	8	2,500			2,812 *											
14	Overhaul External Item																	
15	External paving	5	10	4,000					4,867 *									
16	External landscaping & trees	6	6	4,000						5,061 *								
17	Overhaul raised planter membranes	5	0	15,000					18,250 *									
18	Overhaul balcony floor tiles & waterproofing	4	10	30,000				35,096 *										
19	Balcony, terrace & courtyard railings & gates	6	11	10,000						12,653 *								
20	Roof flashings, gutters, down pipes & vents	7	12	6,000							7,896 *							
21	Overhaul window and balcony doors	8	13	9,000								12,317 *						
22	Mechanical																	
23	Car park ventilation fans	9	14	2,000													2,847 *	
24	General ventilation fans	6	11	2,000						2,531 *								
Brought Forward					0	0	6,187	35,096	88,816	20,245	7,896	203,917	8,540	27,385				

27-41 Wyndham Street, Alexandria NSW Assets as at May 2014						Reinstatement years		Reinstatement Cost (2014)	Sinking fund expenditure						* Year of reinstatement					4% Building Inflation Rate		
						First	Subsequent		2014-2015	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024				
Carried Forward									0	0	6,187	35,096	88,816	20,245	7,896	203,917	8,540	27,385				
25 Electrical																						
26	Fire stair & car park lights to led (as advised)					1	0	30,000	31,200 *													
27	External lighting					4	9	5,000				5,849 *										
28	Overhaul entry intercom system					3	8	3,000			3,375 *											
29	Security recording system					3	8	3,000			3,375 *											
30	Television antenna system incl boosters & filters					5	10	2,000				2,433 *										
31	Minor electrical work					4	4	1,500				1,755 *			2,053 *							
32 Lift																						
33	Internal & door finishes					10	15	40,000										59,210 *				
34	Motors & controls					10	15	40,000										59,210 *				
35 Hydraulics																						
36	Sump pumps					3	8	3,000			3,375 *											
37	Water booster pumps (replace 50%)					1	5	2,500	2,600 *					3,163 *								
38	Garbage room hot water					6	11	1,000						1,265 *								
39	Main hot water system (boilers, tanks, pumps)					6	12	19,000						24,041 *								
40	Garden irrigation system					3	4	3,000			3,375 *				3,948 *							
41	Minor works to water supply & drainage					3	4	2,500			2,812 *				3,290 *							
42 Fire Services																						
43	Fire services pump					10	15	10,000										14,802 *				
44	Overhaul fire control panel					6	11	1,500						1,898 *								
45	Annual fire safety work					1	1	1,500	1,560 *	1,622 *	1,687 *	1,755 *	1,825 *	1,898 *	1,974 *	2,053 *	2,135 *	2,220 *				
46 Contingency / Minor Items 5%									5,598	4,094	4,258	4,229	4,090	3,777	3,757	3,883	3,545	3,673				
47 Sinking fund expenditure (excluding GST)									40,958	5,716	28,442	48,683	97,164	56,288	20,864	211,906	14,220	166,500				
48 Sinking fund expenditure (including GST)									45,054	6,288	31,286	53,552	106,880	61,917	22,950	233,096	15,642	183,150				

6.3 Summary

The following recommended levies and expenditure columns are from the asset contribution and expenditure tables.

The summary does not consider assets individually which could result in insufficient levies being raised if unexpected sinking fund expenditure occurs.

The summary should only be relied upon once the contribution and expenditure analysis have been reviewed and fully understood.

27-41 Wyndham Street, Alexandria NSW Annual sinking fund cashflow including GST				
Financial Year	Opening balance	Levies at 4% increase PA	Anticipated Expenditure	Closing balance
2014-2015	30,112	76,191	45,054	61,249
2015-2016	61,249	79,238	6,288	134,199
2016-2017	134,199	82,408	31,286	185,321
2017-2018	185,321	85,704	53,552	217,474
2018-2019	217,474	89,132	106,880	199,726
2019-2020	199,726	92,698	61,917	230,507
2020-2021	230,507	96,406	22,950	303,963
2021-2022	303,963	100,262	233,096	171,128
2022-2023	171,128	104,272	15,642	259,759
2023-2024	259,759	108,443	183,150	185,052

7. Disclaimer

This sinking fund assessment has been prepared for the sole purpose of calculating the estimated annual sinking fund contributions to allow for anticipated sinking fund expenditure. It should not be used for any other purpose.

The contents of this assessment are confidential to the instructing party and essential parties dealing with the strata's sinking fund and are not to be distributed to anyone else without the agreement of QS Solutions, which agreement will not be unreasonably withheld. QS Solutions does not accept any contractual, tortious or other form of liability for any consequences, loss or damage that may arise as a result of any other person acting upon or using this assessment.

It is intended that this assessment will be read in full and no responsibility is accepted for later extractions, amendments, interpretations or distribution of parts of the contents of this assessment to any party.

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18 January, 2011

The Proprietors of Strata Scheme 81912
C/- Strata Choice- Associates
Attention: Mr Sean Bermingham
Locked Bag 1919
ST LEONARDS NSW 1590

Dear Sir,

Re: Strata Scheme 81912
27-41 Wyndham Street, Alexandria- 'ESPRA'
Building Defect Report

Further to your request we have attended site on 5th January, 2011 to inspect the structural building defects at the above-mentioned property. Our inspection was carried out in conjunction with the building caretaker Mr Demir Rasit from Shearer Property who provided access to the building and indicated particular areas of concern to the common property. The purpose of our site visit was to inspect the common property areas of the building only for structural defects and to provide recommendations where possible for rectification works.

The Unit building is less than two years old, is four storeys in height and contains a basement car park. It is constructed as three blocks being A, B and C which contain load bearing pre-cast concrete wall panels supporting reinforced concrete floor slabs and a sheet metal roof. The basement level car park is accessible via the rear from Garden street and is constructed having reinforced concrete block walls. For simplicity in this report we shall refer to the front of the building on Wyndham Street as the eastern elevation.

Refer PHOTO I

A) OBSERVATIONS & COMMENTS

At the time of the inspection the following observations were made:

(i) Basement Car Park

- Water penetration occurring through the joint between the northern wall and slab in the diesel fire pump & water booster room.
- The external area directly above the leak shown in Photo II adjoins the building to the north of ESPRA and the pedestrian footpath of Wyndham Street.

Refer PHOTO II

Refer PHOTO III

- Staining to the northern wall of the fire stairs at level 2. The wall was found to be dry at the time of our inspection.

Refer PHOTO XIX

- Drummy and loose skirting tiles were found at the fire stairs of level 1.

Refer PHOTO XX

- Two cracked, drummy and lifting tiles were found in the common foyer outside the fire stair door on level 1.

Refer PHOTO XXI

- UngROUTED tiling was found to the northern wall at the southern end of the common foyer on level 1.

Refer PHOTO XXII

- Calcium efflorescence is leaching out of the tiling to all of the steps to the rear Units (west facing) of Block A.

Refer PHOTO XXIII

- Horizontal cracked and drummy render is typically occurring along the length of the rear balconies. Efflorescence is also leaching out through this cracking.

Refer PHOTOS XXIV & XXV

- Efflorescence is dripping from the Level 2 rear balconies.

Refer PHOTO XXVI

- Vertical cracking is occurring to the west facing walls at the top two floors to the rear of Block A.

Refer PHOTOS XXVII & XXVIII

(v) Block B

- Cement residue has been left on the tiling through the majority of the stairwell.

Refer PHOTO XXIX

- A cover panel has been installed over the external pipework cupboard and the sealant is already deteriorating around the perimeter.

Refer PHOTO XXX

- Efflorescence and water penetration is reported to occur through the slab/ wall joint of the eastern side stairwell landing.

Refer PHOTO XXXI

- The area above the problem shown in Photo XXXI is a tiled landing.

Refer PHOTO XXXII

- Water penetration is evident to the plasterboard ceiling which is located under the roof above the stairwell.

Uninsulated copper pipework was observed to the soffit of the basement car park and in the boiler room.

RECOMMENDATIONS:

We are not qualified to comment on this item. We recommend you engage a hydraulic consultant to provide further advice regarding the specific requirements of this pipework.

(ii) Building Entry

Large gaps exist at both the Garden street and Wyndham street entries where the building abuts the property to the north. This is unsightly as building debris can be seen through the gap and it is also reported that rubble washes out through the gap.

RECOMMENDATIONS:

We recommend that the building rubble be removed from within the gaps as far as practical and that a stainless steel cover plate be installed at ground level to cover the joints in order to provide a neat finish to the building at both street frontages.

(iii) Courtyard

Efflorescence in the form of a white calcium deposit is leaching out of the tile bedding. This is not considered detrimental but is unsightly. We advise that over time this will dissipate.

RECOMMENDATIONS:

The efflorescence can be cleaned by using a stiff brush and water. A mild detergent or diluted acid can also be used if the desired results are not achieved. We would suggest that small trial sections be attempted initially to ensure the tiling/paving is not damaged if an acid is going to be used.

There are numerous areas of poor workmanship around the courtyard where cement residue has been left on the tiling/paving from the time of construction as it was never cleaned properly. This is unsightly, has now set on the surface finishes and has not disappeared from weathering over the two years since completion.

RECOMMENDATIONS:

We again recommend that trial sections of cleaning are carried out to the tiling/paving and coping blockwork to determine the best method for removing the residue. In the event that it cannot be removed, it may be necessary to replace sections with new units to make good.

Calcium efflorescence is leaching out of the tiling to all of the steps to the rear Units (west facing) and the level 2 rear balconies (north facing) of Block A. We again advise that over time this will dissipate.

RECOMMENDATIONS:

The efflorescence can be cleaned by using a stiff brush and water. A mild detergent or diluted acid can also be used if the desired results are not achieved.

The horizontal cracking and drummy render along the length of the rear west facing balconies appears to have occurred at the junction between the structural slab and the tile bedding. These two surfaces typically move differently to each other as a result of thermal effects and hence the cracking has occurred through the render slab edge at this junction. A typical construction detail here is to install an angle down over the tile bedding to form a neat finish down the face of the slab edge but unfortunately this cannot easily be retro-fitted now.

RECOMMENDATIONS:

All cracked and drummy render could be removed and reinstated by installing a horizontal render joint along the full length of the joint to all balconies. This would provide a neater finish and allow the cracking to occur within the joint.

The vertical cracking to the west facing walls at the top two floors to the rear of Block A appears to be caused as a result of inadequate jointing in the render finish. It would appear that joints in the pre-cast wall panels have been rendered over in these cracking locations but this would need to be confirmed.

RECOMMENDATIONS:

We would recommend that the pre-cast panel drawings be assessed to determine the locations of the joints or that further investigation by way of locally removing render be carried out. Further recommendations can then be provided which may include the installation of additional render joints.

(v) Block B

Cement residue is again evident on the tiling through the majority of the stairwell.

RECOMMENDATIONS:

We again recommend that trial sections of cleaning are carried out to the tiling to determine the best method for removing the residue. In the event that it cannot be removed, it may be necessary to replace sections with new units to make good.

We understand that the cover panel was recently installed over the external pipework cupboard. The workmanship here is poor and the sealant is already deteriorating around the perimeter.

C) FURTHER INVESTIGATIONS/ RECTIFICATION WORKS

We would be pleased to assist further in carrying out the above mentioned investigations by working in conjunction with a specialist contractor(s) where required. We would also be pleased to oversee any rectification work or provide a detailed scope of works for any of the above mentioned recommended works.

We trust this report meets your current requirements and should you wish to discuss the matter further please do not hesitate to contact the undersigned.

Yours faithfully

STRATA ENGINEERING SOLUTIONS



DAVID A. WRIGHT
Senior Design Engineer
Encl: Photographs (18 pages)

ESPRA DEFECTS SPREADSHEET – AS OF 27.9.2013 – Red – completed – Green - incomplete

Unit	Contacts	Defect	Status
47	Gerald - 0402 147 418 Peter – 0402 035 943	There is a water leak in the bedroom wardrobe that is spreading around the room, leak is coming from the bottom corner of the wardrobe. Apartment 52 is above. Inspection required. Inspected on the 8/10/12 by Anthony. 2 tiles in the hallway were loose, Anthony organised to replace them on the 15/10/12 at 7am. Luigi and Anthony replaced the tiles. Peter called another tile needs to be replaced. Anthony to organise. Anthony and Luigi replaced the tile on the 28/10/12 at 8am	COMPLETE
42	Luke 0412 732 907	Water penetration was seen to be coming in from the joint between the pre-cast panel and the concrete slab. Inspection required. Anthony spoke with Luke balcony requires spitters and skirting tile to be replaced. Balcony spitters were fitted on the 5/12/12 4pm. Skirting Tiles were replaced on the 21/12/12 at 4pm. Grout is required. Complete	COMPLETE
12	Sinead Barry 0451 992 015	There is a window leak surrounding the balcony window frame, does not appear to be sealed correctly. Inspection required. Anthony spoke with Sinead at 2pm on the 27/09/12. Defect was fixed several months ago by Roy.	COMPLETE
46	Philip 07 4927 2525	There is a water leak into the bedroom cupboard as per unit 47. Inspection required. Inspected by Anthony Defect complete. Capping installed in August	COMPLETE
44	Owner Peter Medelock 0418 643 698 tenant Jeremy 0423 380 388	There is a water leak in the bedroom wardrobe that is spreading around the room. Apartment 52 is above. Leak is a defect and needs to be investigated by the builder. Inspection required. Anthony to inspect 20/10/12 10.30am. Anthony and Luigi replaced the skirting tile at 7.30am on the 25/10/12. Defect complete	COMPLETE
11	Matthew Jorgenson 0421 729 682.	There is a window leak surrounding the balcony window frame, does not appear to be sealed correctly. Rectified. Waiting wet weather. Inspection required. Awaiting call out after rain period. Completed.	COMPLETE
1	Peta 0409 664 873	09/08/11, there is a leak in the main bedroom; the wall is mouldy and wet. Inspection required. Anthony to inspect 20/10/12 11am. Anthony inspected defect is fixed and closed	COMPLETE
22	Anthony 0421 824 623	Leak in bedroom window. Defect has been repaired and completed.	COMPLETE

ESPRA DEFECTS SPREADSHEET – AS OF 27.9.2013 – Red – completed – Green - incomplete

Unit	Contacts	Defect	Status
34	Aaron 0450 084 313	The issue of the painted wall previously repaired by Ceerose was raised at the previous executive meeting. The committee viewed this wall as not being painted in a workman-like manner and is considered a defect. Please confirm if you will paint this wall again? Inspection required. Anthony inspected the unit with the tenant on the 19/10/12 at 8.15am. There is no defect in this unit, the tenant mentioned the plants were not growing. This is not a defect it is a maintenance issue.	COMPLETE
51		Water leak has flooded the bedroom and resident can no longer reside in apartment. Please arrange repair as a matter of urgency and proposed rectification method. There is a balcony and planter box next to where the leak is. The water leak has been fixed and repaired, the plasterboard has been reinstated and new skirting installed. Painting is complete.	COMPLETE
32	Melyssa 92012246	27/07/11, there is a water leak in the bedroom and dining room of apartment 32. Please arrange access with owner. Appears to be coming from the balcony, some skirting tiles are also coming away from the wall. Inspection required. Anthony spoke with Melyssa and she stated that there was no defects to her apartment. 19/10/12 2.10pm	COMPLETE
45	Eloise 0433 316 164	Some leaking in bedroom and tiles to be replaced. All affected area in Main bedroom wardrobe has been repaired and fixed, painting is complete. Painting patch required to balcony. Anthony will organise with Eloise. Anthony and the painter completed the painting on the 19/10/12 at 8am, property manager Elyn inspected the works.	COMPLETE
52	Josephine 0410 629 750	06/02/12, resident reported water is leaking through the wall surrounding her car space. There is also a cracked tile on her balcony. Ceerose notified. Anthony inspected the defect with Josephine on the 26/09/12 at 8:00am. The defect has been repaired and completed.	COMPLETE
19	Owner - Richard	20/04/12, there is a leak in the main bedroom wardrobe, appears to be coming from balcony. Leak was repaired some time ago but has returned. Inspection required. Anthony Inspected unit on the 28 th Nov 2012, leak has been repaired, skirting to be replaced and painted, Anthony will organise a time with Greg. Anthony and plumber fixed the shower rail which had come loose on the 3 rd of Dec 2012 at 8am. 14th June 2013 completed leaks	COMPLETE

ESPRA DEFECTS SPREADSHEET – AS OF 27.9.2013 – Red – completed – Green - incomplete

Unit	Contacts	Defect	Status
13	Katerina	12/03/12, reported corner of bedroom is wet.	COMPLETE
3	Sam 0478 638 681	Leaks in bedroom corner. Inspection required on Tuesday 2/10/12 at 10am. Anthony inspected unit and leak has been fixed, plasterboard to be reinstated, new skirting required and painting to finish. Anthony will organise gyprocker for Monday the 8 th of October. Gyprock patched on the 9/10/12 at 12pm, Gyprock setting 10/10/12, Skirting replaced 15/10/12, Painted on the 19/10/12 at 8am.	COMPLETE
38	Leah 0449 155 644	Anthony inspected the unit on the 28/11/12, front door wont slide properly needs to be fixed. Outside light faulty electrician will repair. Light was inspected by Anthony and an Electrician, this is not a defect. Sliding Door was repaired on the 30/01/13	COMPLETE
13	Katerina Sarlas 0401 960 607	25/07/11, there is a water leak in the main bedroom near the balcony. The water has damaged the carpet near the door. Please arrange access with owner to inspect the apartment. Email with details sent to Ceerose 25/07/11.	COMPLETE
35	TT 0431 697 447	4 tiles replaced due to settlement	COMPLETE
45		Problem with Air Conditioning drainage, will arrange a time to fix & Bedroom leak. Inspected by Anthony 2.20pm on the 30/01/13 and rectified.	COMPLETE
3	Sam 0478 638 681 – NEW LEAK	Water Leak has returned Anthony inspected on the 2 nd of Feb 2013 at 9am. Leak is fixed.	COMPLETE
51		Carpet needs to be replaced from water damage. Not a defect to replace carpet so owner is responsible under their home & contents insurance	COMPLETE
29	Nick Biggs	Leaks still coming through balcony partition walls. Capping installed in August	COMPLETE
32		Leaks still coming through balcony partition walls. Capping installed in August	COMPLETE

ESPRA DEFECTS SPREADSHEET – AS OF 27.9.2013 – Red – completed – Green - incomplete

Unit	Contacts	Defect	Status
14	Gareth 0410 484 915 Nick 0403 910 033	29/07/11, push out ground floor bedroom window facing Gardener St leaks when it rains. Ceerose been upto roof and carried out some repairs on 24.4.13 and are going to carry out a flood dye test 3.5.13 to determine where leaks coming from and may need to replace. roof sheeting. Discuss at meeting, pending. All works completed in August.	COMPLETE
43		Balcony Floods due to blocked drain. Anthony inspected and repaired with balcony spitters on the 5/12/12 at 4.30pm. Skirting tile needs to be replaced. A leak has been inspected in the bedroom cupboard and will be fixed. Ceerose fixed issue, although need to re-grout balcony. Inspected Thursday 30/05/13. Balcony has been retiled and spitters have been installed. There is still a leak coming in adjacent the balcony door. 28/06/13 Applied max plug to wall / floor junction. Tenant called a few days later and advised that the leak is still there. Capping has since been installed.	COMPLETE
35	TT 0431 697 447	Faulty tiles in loungeroom. Tiles completed	COMPLETE

ESPRA DEFECTS SPREADSHEET – AS OF 27.9.2013 – Red – completed – Green - incomplete

Unit	Contacts	Defect	Status
2	Nick 0416 320 985	Leak in corner of bedroom. Inspected by Anthony on the 30/01/13 at 11.30am, will arrange a time to fix. The window has been sealed up and they believe is now rectified, although waiting for rain to be completed. They will need to patch up when confirmed.	INCOMPLETE
33	Kendall 0417 656 029	Leak in the bedroom ceiling, Anthony inspected on the 30/01/13 at 5.30pm, has organised to look into it further at 5.30pm on the 4/02/13. A new leak has appeared in April and Ceorse inspected and will rectify in May. Inspected July. Need to arrange access in the above unit to determine how this can be flashed as the water seems to be penetrating the the cavity between the neighbouring property. 28/06/13 Cut plasterboard and applied max plug to joint between wall and slab. Need to access unit above and re-waterproof terrace. Ceorse had their waterproofers on-site 20.9 and believe they leak has now been identified as coming through under the flashing on the roof and tracking down the walls. This was sealed up properly on 25.9, so now waiting for rain to confirm completion. Then the bedroom wall needs to be patched and painted.	INCOMPLETE
39	<u>Gabriel</u> <u>0410 504 774</u>	25/07/11, there is dampness and mould accumulating on the carpet near the balcony door of the main bedroom. After investigation by BM there is also water accumulating at the top of the balcony door frame potentially causing the aforementioned leak. Please arrange access with owner to inspect the apartment. Details have been sent to Ceorse via email 25/07/11. Inspection required. Still pending 27.9	Ceorse cannot contact this person. Follow up
28	Hideki 0414 272 171	Leak in bathroom ceiling upstairs coming through roof. Temporary sheeting has been applied to see if this stops leaks as well. Roof has been sealed to stop leaks into 25. Completed. Need to take down temporary poly carbonite sheeting	INCOMPLETE
27	David 0432 943 686	Anthony organised to paint the ceiling with David the tenant on the 19/10/12 at 7.30am. Painter and Anthony knocked on the door several times with no answer. Anthony called Davids phone several times with no answer. Anthony bumped into David in the lift and he said he had to go, so could we please do the painting next week. This is not satisfactory as Ceorse paid for the painters time to be there. Leak fixed, need to arrange painter. Require access.	
12	Sinead 0420 407 311	As discussed I have water coming into my upstairs front bedroom again. This is a recurring problem and Ceorse have tried to fix it twice before but with all the heavy rain of late the problem is back. Inspection required	INCOMPLETE]

ESPRA DEFECTS SPREADSHEET – AS OF 27.9.2013 – Red – completed – Green - incomplete

Unit	Contacts	Defect	Status
25	John – 0409 602 071	Balcony tiles are drummy, cracks on external balcony wall, leak on wall underneath A/C. Anthony has contacted John and has organised inspection for the 06/10/12. Inspected by Anthony, no sign of water damage. Tiles are not a defect. Anthony to inspect A/C again on 5.2.13 as leak re-appeared and is working a time in with John to rectify. 28/06/13 Inspected balcony above in Unit 28 and discovered penetration from AC pipework which may be the reason for the leak below. Organise to remove tiles, rewaterproof and retile. Waterproofed roof in 28 and waiting for rain to test August. Rectified leak above in unit 28 on 25.9 and this should resolve these leaks. John will require whole lounge room wall to be re-gyrocked.	INCOMPLETE
13	Katerina Sarlas 0401 960 607	Inspected by Anthony on the 26/09/12 at 7:30am, a water test was performed and the leak has been fixed. Carpet is remaining to be fixed. I will organise a time with Katerina. Leak appears to have come back, so Ceerose need to do same flood tests as per unit 14 above and may need to replace roof sheeting as well. Innovative resealed sub sill on Friday 31/05/13. Leak is still there. May need to remove external balcony tiles and re waterproof. Inspected unit on 20.9 and waiting for details about leaks.	INCOMPLETE
1	Peta Lonsdale	Leak coming into apartment. August 2013. Ceerose to re-inspect 20th August. This has now been rectified on 25.9 and Peta is satisfied with works. There will be some minor repairs internally.	INCOMPLETE
24	Lucy 0415 533 018	There is a water leak in apartment 24 that was reported over 18 months ago. The leak is in several areas but mainly on the upstairs bedroom wall. Owner is dealing directly with Ceerose on rectification. Ceerose had their waterproofers on-site 20.9 and believe they leak has now been identified as coming through under the flashing on the roof and tracking down the walls. This was sealed up properly on 25.9, so now waiting for rain to confirm completion. Then the bedroom & lounge room walls need to be re-gyrocked and painted.	INCOMPLETE
10		Leak in corner of bedroom. Inspected by George in July 2013. Ceerose inspected 20.9, waiting for flashing to complete works.	INCOMPLETE
22	Ant Butcher	Has about 6 grey tiles that need replacing although no stock downstairs. Drummy Tiles. Ceerose to confirm this is not a defect??? Checking with Strata.	INCOMPLETE

ESPRA DEFECTS SPREADSHEET – AS OF 27.9.2013 – Red – completed – Green - incomplete

Unit	Contacts	Defect	Status
38		Unit 38 sent through a video of condensation within their front glass and Ceerose have stated that condensation is not a defect and that the owner of this apartment needs to allow for some air to ventilate through their apartment. Condensation. Pending determination.	INCOMPLETE
9	Jan 0406 345 815	Water coming in from Window in Bedroom 2 and damaging carpet. Inspected unit on 20.9 and waiting for details about leaks.	INCOMPLETE

MAKINSON & d'APICE
LAWYERS

30 August 2011

Contact: Rosemary Hall
Direct Line: 9233 9068
Direct Facsimile: 9233 9168
Email: rhall@makdap.com.au
Partner: David Baker 110935

Attention: Jason Cameron

The Director
Ceerose Pty Ltd
Shop 56, 27-41 Wyndham Street
ALEXANDRIA NSW 2015

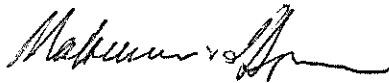
Dear Sirs

Strata Plan No. 81912

Please find **enclosed** a copy of the executed deed between The Owners – Strata Plan No. 81912, Ceerose Pty Ltd and Cityview Gardens Pty Ltd for your reference.

If you have any questions, please contact me.

Yours faithfully



Makinson & d'Apice

Encl.

THIS AGREEMENT made the 24th day of August 2011

BETWEEN:

THE OWNERS – STRATA PLAN NO. 81912 at 27 Wyndham Street, Alexandria 2015 in New South Wales

AND

CEEROSE PTY LTD ACN 088 827 678 of Shop 56, 27-41 Wyndham Street, Alexandria 2015

AND

CITYVIEW GARDENS PTY LTD ACN 128 154 263 of Shop 56, 27-41 Wyndham Street, Alexandria NSW 2015

BACKGROUND

- A. The Owners – Strata Plan No 81912 (Owners Corporation) is the registered owner of the land comprised in Strata Plan No 81912 at 27 Wyndham Street, Alexandria and has for the benefit of all lot owners in the strata scheme the management and control of the use of the common property of strata scheme 81912.
- B. Ceerose Pty Ltd ("the Builder") was engaged by the developer/original owner of Strata Plan No. 81912 to carry out certain building works at 27 Wyndham Street, Alexandria, with such building works being completed in February 2009 and including works carried out in the common property areas of strata scheme 81912 ("Building Works").
- C. The Owners Corporation has identified a list of defects arising from the Building Works, a copy of which is attached to this Agreement ("Defects").
- D. The Builder agrees it is responsible to rectify the Defects and agrees to do so in accordance with this Agreement.
- E. Cityview Gardens Pty Ltd ("Lot Owner") is a related company to the Builder and is the registered owner of lots 53 to 59 (inclusive) on strata plan no 81912 (the Lots).
- F. The Lot Owner proposes to apply to Council for a change of use of the Lots from commercial to residential use.

- G. The Lot Owner wishes to make additions and alterations to the Lots; wishes to acquire a portion of common property as part of the additions and alterations to the Lots and wishes to lodge a development application and strata plan of subdivision application to Council in respect of some or all of these matters.
- H. The Owners Corporation by its executive committee is authorised to affix the common seal of strata plan no. 81912 to an acceptable development application (DA) and the Owners Corporation is willing to consider the necessary motions concerning the strata plan of subdivision, transfer of common property and additions and alterations to the Lots at a general meeting on certain conditions.
- I. Doueihi is the sole director of the Builder and of the Lot Owner as at the date of this Agreement.
- J. The parties now wish to document their arrangements on all the terms and conditions of this Agreement.

OPERATIVE PROVISIONS

- 1.1 The following words have the meanings in this Agreement unless the context otherwise requires:

Act means the Strata Schemes Management Act 1996

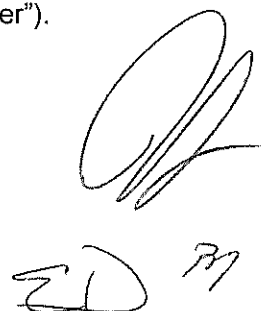
By-laws means the special by-law for Works to each of the Lots; copies of which are attached in Schedule 1 to this Agreement forming part of this Agreement.

Council means the City of Sydney Council

DA means the development application prepared on behalf of the Lot Owners and comprising the application form, a Statement of Environmental Effects, BASIX Certificate, BCA Overview, plans drawn by Tony Owen Partners named "Residential Commercial" project and numbered A102, A103 and A201 and A400 (in respect of bathroom layout only which prevails over that in A102) showing the details of the alterations and additions to the Lots and the draft strata plan of subdivision; copies of which are annexed to this Agreement;

Defects means:

- (a) those common property and lot defects at strata plan no. 81912 identified and listed in Schedule 2 to this Agreement; and
- (b) those defects identified in the New South Wales Office of Fair Trading Schedule to Rectification Order (CASE No. 5371403) dated 23 September 2010 in respect of Unit 24 at the Building ("OFT Rectification Order").

Handwritten signature and initials. The signature is a large, stylized 'D' with a flourish. Below it are the initials 'ED' and 'M'.

Extraordinary General Meeting means the meeting to be convened to consider the Motions;

Motions means the motions to consider:

- a. The subdivision of the Lots and common property contemplated in the DA;
- b. The transfer of common property to the Lot Owner as contemplated in the DA;
- c. The By-laws; and
- d. The construction of the Storage Room;

and copies of which are annexed to this Agreement;

Schedule means schedule 1 or schedule 2 forming part of this Agreement

Storage Room means the storage facility to be built in the common property area on the basement level of the building comprising the strata scheme and which is highlighted in the DA and forms part of the subject matter of the Motions;

1.2 In this Agreement unless the context otherwise requires

- a. Words denoting the singular include the plural and vice versa and words importing any gender include every other gender;
- b. The word "person" includes a firm owners and/or occupiers of lots in strata scheme 81912, association or an authority or court or tribunal;
- c. A reference to a person includes a reference to the person's executors, administrators, successors, substitutes (including without limitation) persons taking by novation and assigns;
- d. "include" and "including" are not intended to be words of limitation.

1.3 Each provision expressed or implied in this Agreement which applies to more persons that one applies to those persons jointly and each of them severally.

1.4 Headings are inserted for convenience only and do not affect the interpretation of this Agreement.

Covenants

2.1 In consideration of the Owners Corporation entering into and performing this Agreement, the Lot Owner agrees to:



- a. immediately attend to the coordination of the rectification of the Defects by the Builder to the satisfaction of the Owners Corporation;
- b. lodge the DA as soon as practicable;
- c. if the DA is approved by Council and the Owners Corporation, furnish to the Owners Corporation its written consent to the By-laws;
- d. do all things necessary to expedite consideration of the Motions at the Extraordinary General Meeting;
- e. not commence any additions or alterations to the Lots whether or not they are detailed in the By-laws unless and until the By-laws are passed and registered at the New South Wales Department of Lands.

2.2 In consideration of the Owners Corporation entering into this Agreement, the Builder agrees:

- a. to immediately attend to and rectify the Defects to the satisfaction of the Owners Corporation at the Builder's sole cost;
- b. to complete rectification of all Defects in accordance with clause 2.2(a) of this Agreement by no later than 1 December 2011;
- c. to immediately attend to and rectify the defects identified in the New South Wales Office of Fair Trading Schedule to Rectification Order (CASE No. 5371403) dated 23 September 2010 in respect of Unit 24 at the Building ("OFT Rectification Order") as the priority in the Defect rectification timetable; and
- d. to immediately:
 - (i) notify the owner of Unit 24 at the Building as at the date of this Agreement that it will attend to rectification of the Defects referred to in clause 2.2(c); and
 - (ii) agree with the owner of Unit 24 to the implementation of timetable for such rectification.

2.3 If the Motions are approved at the Extraordinary General Meeting (or adjourned meeting arising from it), and the DA is approved by Council, the Builder must immediately construct a suitable Storage Room at the Lot Owner's cost and at the direction of the Owners Corporation for the use of the owners generally.

2.4 In consideration of the Lot Owner entering into and performing this Agreement, the Owners Corporation agrees to:

- a. affix the common seal to the DA;
- b. as soon as practical but no later than 28 days from the date of this Agreement present the Motions at the Extraordinary General Meeting;
- c. if the Motions are passed and the DA is approved, do all things necessary (but at the Lot Owner's sole cost) to assist the Lot Owner to register the proposed strata plan of subdivision;
- d. if the DA is approved and the Motions passed, permit the Lot Owner at the Lot Owner's cost to construct a suitable Storage Room at the direction of the Owners Corporation for the use of all owners generally;



2.5 The Lot Owner covenants with each other party and agrees:

- a. that the Owners Corporation's affixing of the common seal to the DA does not constitute, signal nor affirm the Owners Corporation's approval for:
 - (i) the alterations and additions detailed in the By-laws;
 - (ii) the acquisition of common property identified in the DA; or
 - (iii) the strata plan of subdivision of the Lots and common property

such approvals only being able to be gained by voting on the relevant Motions in a general meeting; the outcome of which cannot be presumed; and

- b. that the terms and conditions contained in this Agreement are reasonable and that it will make no claim or raise any objection to any person or take any action in relation to the reasonableness of these terms and conditions; and
- c. it is legally capable of entering into this Agreement.

2.6 The Builder covenants with each other party and agrees:

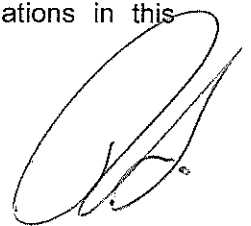
- a. that its obligations to rectify the Defects arise on execution of this Agreement and do not depend on the approval of the DA or the Motions; and
- b. that the terms and conditions contained in this Agreement are reasonable and that it will make no claim or raise any objection to any person or take any action in relation to the reasonableness of these terms and conditions; and
- c. it is legally capable of entering into this Agreement.

2.7 If this Agreement is terminated under clause 4, the Builder agrees

- a. termination will not release the Builder from its obligations to rectify the Defects; and
- b. it must immediately enter into a binding agreement with the Owners Corporation to complete rectification of the Defects on the conditions included in this Agreement; and
- c. this clause 2.7 will not merge on termination.

2.8 The Lot Owner, the Builder and the Owners Corporation mutually covenant that they will each use their best endeavours to fulfil their respective obligations in this Agreement.

No Assignment



- 3.1 The Lot Owner may not during the continuance of this Agreement assign, transfer or grant any sub-licence of its rights under this Agreement.
- 3.2 A change in the shareholding of the Lot Owner so that a different person or group of persons will control the composition of the board of directors of the Lot Owner or more than 50% of the shares giving a right to vote at either companies' general meeting will be an assignment for the purposes of this Agreement.
- 3.3 The Builder may not during the continuance of this Agreement assign, transfer or grant any sub-licence of its rights under this Agreement.
- 3.4 A change in the shareholding of the Builder so that a different person or group of persons will control the composition of the board of directors of the Builder or more than 50% of the shares giving a right to vote at either companies' general meeting will be an assignment for the purposes of this Agreement.

Termination

4.1 Termination for Breach

If either or both the Lot Owner or the Builder defaults in one or more of the following respects:

- a. fails to observe any of the conditions of this Agreement;
- b. fails to comply with any other agreement or arrangement with the Owners Corporation to which it may be a party or by which it is otherwise bound;
- c. assigns or transfers its interest in this Agreement;
- d. becomes bankrupt or makes composition or arrangement with its creditors generally or takes advantage of any statute for the relief of insolvent debtors

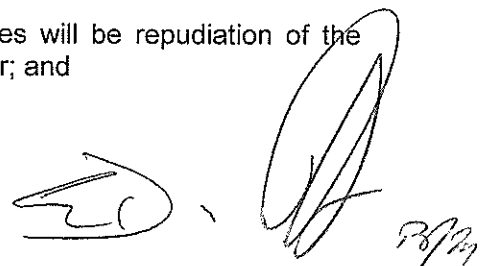
then the parties agree that

- a. default by that party will constitute default by both the Lot Owner and the Builder; and
- b. the Owners Corporation may by written notice to the Lot Owner and the Builder and without prejudice to any other rights or remedies accruing or available to the Owners Corporation immediately terminate this Agreement.

4.2 Termination for Repudiation

If either or both the Lot Owner or the Builder repudiates this Agreement then the parties agree that:

- a. repudiation by either of the above-named parties will be repudiation of the Agreement by both the Lot Owner and the Builder; and

Handwritten signatures and initials. On the left, a signature that appears to be 'E.C.' inside a circle. To its right, a large, stylized signature. Further right, the initials 'P.B.M.' are written.

- b. the Owners Corporation at any time, without prejudice to any other rights or remedies, may by written notice to the Lot Owner and the Builder immediately terminate this Agreement; and

4.3 Termination by Council refusal of DA

Without prejudice to any other accrued obligations or rights or remedies this Agreement will terminate immediately upon notice to the Lot Owner or the Owners Corporation that Council has refused the DA (and for the purposes of this sub-clause the parties agree that it is a condition of this Agreement that any notice of that fact which one of them may receive from Council must be forwarded immediately to the other parties).

4.4 Termination by the Lot Owner

Without limiting any rights in this clause 4, the Lot Owner may terminate this Agreement in the event that:

- a. any Motion is not approved; or
- b. the DA is not approved or is approved on conditions that are unsatisfactory to the Lot Owner (acting reasonably)

- 4.5 The Lot Owner agrees that termination under clause 4.3 or 4.4 will not release the Lot Owner from its obligations arising under clause 2.1 c. of this Agreement and this clause 4.5 will not merge on termination.

Indemnity

- 5.1 The Lot Owner and the Builder jointly and severally must indemnify and agree to keep indemnified the Owners Corporation its executive committee and agents from and against all liabilities, actions, claims, losses and expenses arising under any statute at common law or otherwise in respect of damage or injury to property (real or personal) or loss caused by or contributed to by:
- a. the Owners Corporation's affixing of its common seal to the DA and the Council assessment of the DA;
 - b. the By-laws, the works contemplated in the By-laws or the defeat of the By-laws;
 - c. all costs associated with the DA, or any amendment to it and the costs of implementing or complying with all and any consent conditions imposed by the Council in respect of the DA or any amendments to it;
 - d. the other matters contemplated in the Motions;
 - e. default under this Agreement or repudiation of this Agreement by the Lot Owner or the Builder.

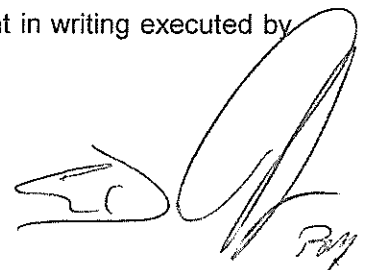

PJM

Costs

- 6.1 The Lot Owner must pay all costs including:
- a. the Owners Corporation's legal costs in the preparation, negotiation and execution of this Agreement;
 - b. the Owners Corporation's legal costs in drafting the Motions and the By-laws; and
 - c. the Owners Corporation's costs of convening and conducting the Extraordinary General Meeting (including any adjourned meeting arising from the Extraordinary General Meeting);
 - d. the costs of attending to the Defects to the satisfaction of the Owners Corporation;
 - e. the costs of proceeding with and concluding the matters the subject of the Motions;
 - f. its own costs and the Builder's costs associated with this Agreement and all the matters contemplated in this Agreement.
- 6.2 If the Lot Owner or the Builder defaults under this Agreement the Lot Owner must pay the Owners Corporation's costs incurred in enforcing this Agreement and in relation to such default.
- 6.3 Immediately on execution of this Agreement the Lot Owner must deposit \$8,000 in a trust account at the Direction of the Owners Corporation as a sign of good faith that it will meet the obligations in relation to this Clause 6 and which are to be applied to the costs referred to in this Clause 6.

Miscellaneous

- 7.1 This Agreement and the documents referred to in it contain the whole agreement between the parties relating to the transactions contemplated by this Agreement and supersede all previous agreements between the parties relating to these transactions.
- 7.2 Each of the parties acknowledges that in agreeing to enter into this Agreement it has not relied on any representation, warranty or other assurance except those set out in this Agreement.
- 7.3 This Agreement may be amended only by another Agreement in writing executed by the parties.



Notices

- 8.1 All notices served under this Agreement may be served personally or at the address of that party stated in the Agreement and notice is deemed to have been given on the date of posting of the notice.

a. Address for Owners Corporation

c/-...StrataChoice.....92 CHANDOS ST, SYDNEY NSW 2065

Telephone: (02) 8424 9769

Facsimile: (02) 8424 9701

b. Address of Lot Owner

Shop 56, 27-41 Wyndham Street, Alexandria NSW 2015

Telephone: (02) 8399 0633

Facsimile: (02) 8399 0644

c. Address of Builder

Shop 56, 27-41 Wyndham Street, Alexandria NSW 2015

Telephone: (02) 8399 0633

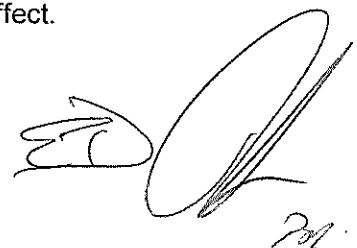
Facsimile: (02) 8399 0644

Governing Law

- 9.1 This Agreement shall be governed by and construed in accordance with the laws for the time being in force in the state of New South Wales and the parties submit to the non-exclusive jurisdiction of the courts of that State.

Severability

- 10.1 If any part of this Agreement is found to be invalid or of no force or effect upon any applicable laws, orders or regulations of any government authority having jurisdiction, this Agreement shall be construed as though such part had not been inserted and the remainder of this Agreement shall retain its full force and effect.



Counterparts

11.1 This Agreement may be executed in counterparts and if so executed, the counterparts taken together constitute an agreement.

Handwritten signature and initials. The signature is a large, stylized 'A' or 'J' shape. Below it are the initials 'ED' and 'PJM'.



Our Ref: 15016

Date: 1 February 2016

Ceeroose Pty Limited
c/- Elliott House Pty Limited
Level 8, 140 Arthur Street
NORTH SYDNEY NSW 2060

Dear Sirs

**RE: THE OWNERS – STRATA PLAN NO. 81912 v CEEROSE PTY LIMITED & ORS
SUPREME COURT OF NSW PROCEEDINGS NO. 2016/28402**

We act on behalf of the plaintiff in the above proceedings.

Commencement of Court proceedings

Please find **enclosed**, by way of service:

1. Summons filed 28 January 2016; and
2. Technology and Construction List Statement filed 28 January 2016.

As you will see, the return date for the Summons is 12pm on 12 February 2016.

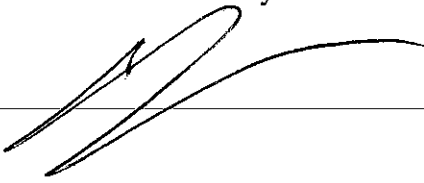
Next steps

Our client is desirous of working collaboratively with you in relation to the resolution of the defects existing in the building at 27-41 Wyndham Street, Alexandria. Our client wants to minimise the incurring of legal costs by all parties. To that end, our client proposes that the proceedings be adjourned to allow time for the parties to participate in a meeting to discuss the defects and the resolution of those defects.

Our client proposes that the parties agree to hold a meeting by no later than Friday 1 April 2016. Prior to that meeting, it is our client's intention to provide you with a schedule of defects that includes a proposed repair methodology for those defects so that there can be a meaningful discussion at the meeting regarding the resolution of the defects.

We look forward to your positive response to the above proposal.

Yours faithfully

A handwritten signature in black ink, appearing to be 'Jessica Bates', written over a horizontal line.

Jessica Bates
Sachs Gerace Broome
Liability Limited by Scheme
Approved under Professional Standards Legislation

Minutes of the Extraordinary General Meeting of The Owners - Strata Plan No 81912 (Espra) held on Tuesday 21 March 2017 at the Office of McCormacks Strata Management, Suite 5:01, Level 5, 151 Castlereagh Street, Sydney 2000 commencing at 6.00pm.

Attendance:

- a) **Owners present in person:** Lots 1, 5, 11, 15, 19, 20, 29, 33, 34, 35, 60 and 63
- b) **Owners present by proxy and company nominee:** Nick Biggs (Lot 37), Josephine Brimo (Lot 52) and Ludwig Rairlie (Lot 12)
- c) **Apologies:** Nil.
- d) **In Attendance:**
Samantha Edwards (McCormacks Strata Management)
- e) **Chairman:**
Nick Biggs

Prior to the commencement of the meeting the Chairman reported that the persons present in person, by proxy and company nominee constituted a quorum for the meeting.

1. Motion 1 - Minutes

Resolved that the Owners Corporation confirms the minutes of the Annual General Meeting held 12 September 2016 as a true and correct record of the proceedings at that meeting.

Passed unanimously

2. Motion 2 – rail vibration Court proceedings

Motion failed

That the Owners Corporation:

- (a) commence legal proceedings (either separately or as part of the existing Supreme Court proceedings if possible) against all third parties identified as being responsible for the noise/rail vibration issues impacting on the building, having regard to expert opinion on the identity of the relevant third parties and legal advice from Sachs Gerace Broome Lawyers as to the appropriateness of pursuing particular third parties; and
- (b) engage Sachs Gerace Broome Lawyers to commence and maintain those legal proceedings on its behalf; and
- (c) authorise the Strata Committee to engage relevant experts, give instructions to and take advice from Sachs Gerace Broome Lawyers in relation to the maintenance, settlement and finalisation of those legal proceedings, ensuring that all decisions are made having regard to the best interests of the Owners Corporation.

Motion defeated unanimously

3. Motion 3 – Engaging a structural engineer

Resolved that the Owners Corporation resolves to engage a structural engineer to advise it in relation to whether, if the Owners Corporation specially resolves that it is inappropriate to maintain, renew, replace or repair common property related to the rail noise/vibration issue, that decision would affect the safety of any building, structure or common property in the strata scheme.

Yes votes – 14

No votes – 0

Abstain - 1

Motion passed

4. Close of meeting at 7.07pm.

McCormacks Strata Management

Date: 29 March 2017