

SydneyStrataReport

property strata inspections

0478 151999 | (02) 80114701 | servicedesk@stratareport.net.au | www.stratareport.net.au



STRATA REPORT

Client	Infinity Property Agents
Address of property	Unit B502/3-9 Eve Street, Erskineville, NSW.
Lot	61
Strata Plan	SP 20237
Name of Strata Management Co.	Whelan Property Group
Telephone Number of Strata Agent	9219 4111
Report Date	28 January 2022

General Information

Owner's Name	Jingjing Chen
Unit Entitlement.	109
Total Unit Entitlement.	10,000

Levy Contributions

Administration Fund contribution.	\$1,018.40
Capital Works Fund contribution.	\$81.80
Are There any Special Levies?	No on records presented.
Admin. Fund Balance Approx.	\$123,310.19
Sinking Fund Balance.	\$18,518.35

Insurances

Building Insurance	Yes
Sum Insured	\$30,000,000.00
Insurance Company	CHU
Due Date	1 May 2022
Fire Safety Report ?	N/A
Certificate Date.	N/A
Pet Friendly?	Owners corporation permission needed.

Meetings

Annual General Meeting 5 November 2018	Administration Fund set at \$183,700.00 p.a. Sinking Fund set at \$66,000.00 p.a.
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	<p>Building insurance continued, All other matters were meeting formalities and general maintenance as per the scan below, no major works tabled.</p> <p>Strata Committee Meeting: Meeting formalities recorded only. Meeting closed.</p>
<p>Annual General Meeting 11 November 2019</p>	<p>Administration Fund set at \$216,700.00 p.a. Sinking Fund set at \$48,000.00 p.a. Building insurance continued, All other matters were meeting formalities and general maintenance as per the scan below, no major works ta</p> <p>Strata Committee Meeting: Meeting formalities recorded only. Meeting closed.</p>
<p>Annual General Meeting 8 October 2020</p>	<p>Administration Fund set at \$326,700.00 p.a. Sinking Fund set at \$15,000.00 p.a. Building insurance continued, All other matters were meeting formalities and general maintenance as per the scan below, no major works tabled.</p> <p>Strata Committee Meeting: Meeting formalities recorded only. Meeting closed.</p>
<p>Annual General Meeting 30 September 2021</p>	<p>Administration Fund set at \$ Sinking Fund set at \$ Building insurance continued, All other matters were meeting formalities and general maintenance as per the scan below, no major works tabled.</p> <p>Meeting closed.</p>
<p>Other comments.</p>	<p>This report is to be taken in context and in conjunction with the scans below.</p> <p>No major works or special levies are planned on records presented.</p>



Owner Ledger

Start Date: 01/01/2020

End Date: 31/01/2024

Owners: One only

PO Box 75
STRAWBERRY HILLS NSW 2012
T: 02 9219 4111
E: strata@whelanproperty.com.au
www.whelanproperty.com.au
ABN: 28 116 912 488
Liability Limited by a scheme approved under
Professional Standards Legislation

Strata Plan 95273

Luxe, 3-9 Eve Street, ERSKINEVILLE NSW 2043

Lot 61 Unit B5.02 Jingjing Chen

UE / AE: 109.00 / 10,000.00

Levies

Levy no.	Due date	Frequency	Details	Admin Fund		Capital Works Fund		Interest paid	Discount	Levy type	Status	Group
				Due	Paid	Due	Paid					
			Balance brought forward	0.00		0.00						
1	01/01/2020	Quarterly	Quarterly Admin/Capital Works Levy	680.40	680.40	81.80	81.80	0.00	0.00%	Standard	Normal	None
2	04/02/2020	Once-off	Lot 61: 1x swipe U B5.02	120.00	120.00	0.00	0.00	0.00		Owner Invoice	Normal	None
3	01/04/2020	Quarterly	Quarterly Admin/Capital Works Levy	680.40	680.40	81.80	81.80	0.00	0.00%	Standard	Normal	None
4	01/07/2020	Quarterly	Quarterly Admin/Capital Works Levy	680.50	680.50	81.80	81.80	0.00	0.00%	Standard	Normal	None
5	01/10/2020	Quarterly	Quarterly Admin/Capital Works Levy	680.50	680.50	81.80	81.80	0.00	0.00%	Standard	Normal	None
6	01/01/2021	Quarterly	Quarterly Admin/Capital Works Levy	1,100.10	1,100.10	0.00	0.00	13.56	0.00%	Standard	Normal	None
7	09/02/2021	Once-off	Lot 61: Debt recovery Stage 1	35.24	35.24	0.00	0.00	0.00		Owner Invoice	Normal	None
8	01/04/2021	Quarterly	Quarterly Admin/Capital Works Levy	1,100.10	1,100.10	0.00	0.00	0.00	0.00%	Standard	Normal	None
9	01/07/2021	Quarterly	Quarterly Admin/Capital Works Levy	1,018.40	1,018.40	81.80	81.80	0.00	0.00%	Standard	Normal	None
10	01/10/2021	Quarterly	Quarterly Admin/Capital Works Levy	1,018.40	1,018.21	81.80	81.79	0.00	0.00%	Standard	Normal	None
11	01/01/2022	Quarterly	Quarterly Admin/Capital Works Levy	1,018.30	0.00	81.80	0.00	0.00	0.00%	Standard	Normal	None
12	01/04/2022	Quarterly	Quarterly Admin/Capital Works Levy	1,018.30	0.00	81.80	0.00	0.00	0.00%	Standard	Normal	None
13	01/07/2022	Quarterly	Quarterly Admin/Capital Works Levy	1,018.40	0.00	81.80	0.00	0.00	0.00%	Standard	Normal	None
14	01/10/2022	Quarterly	Quarterly Admin/Capital Works Levy	1,018.40	0.00	81.80	0.00	0.00	0.00%	Standard	Normal	None

Current position: Unallocated prepayments \$0.00

Levy arrears & owner invoices due \$1,100.30

Interest on levy arrears \$0.01

Receipts

Date	Receipt no.	Subtype	Status	Source	Admin Fund		Capital Works Fund		Unallocated		Total amount	Cheque no.	Levy no.
					Paid	Interest	Paid	Interest	Paid				

28/01/2022 9:24 Reception

Whelan Property Group Pty Limited

Strata Plan 95273

Luxe, 3-9 Eve Street, ERSKINEVILLE NSW 2043

Lot 61 **Unit B5.02** **Jingjing Chen** **UE / AE: 109.00 / 10,000.00**

31/03/2020	858	Receipt	Banked	800.40	0.00	81.80	0.00	0.00	882.20	3, 2
03/04/2020	876	Receipt	Banked	107.12	0.00	12.88	0.00	0.00	120.00	4
05/06/2020	903	Receipt	Banked	573.38	0.00	68.92	0.00	0.00	642.30	4
04/09/2020	975	Receipt	Banked	680.50	0.00	81.80	0.00	0.00	762.30	5
15/02/2021	1114	Receipt	Banked	1,135.64	13.56	0.00	0.00	0.00	1,149.20	6, 8, 7
09/03/2021	1131	Receipt	Banked	1,099.80	0.00	0.00	0.00	0.00	1,099.80	8
05/07/2021	1253	Receipt	Banked	1,018.40	0.00	81.80	0.00	0.00	1,100.20	9
01/10/2021	1321	Receipt	Banked	1,018.21	0.00	81.79	0.00	0.00	1,100.00	10

Balance Sheet

As at 28/01/2022

Strata Plan 95273

Luxe, 3-9 Eve Street, ERSKINEVILLE NSW 2043

Current period

Owners' funds

Owners Equity--Admin--O\Balance	(11,927.92)
Surplus/Deficit--Admin--Current	135,238.11
	123,310.19
Owners Equity--Capital--O\Balance	16,817.29
Surplus/Deficit--Capital--Current	1,701.06
	18,518.35
Net owners' funds	\$141,828.54

Represented by:

Assets

Cash at Bank	77,535.60
Investments	50,040.75
Receivable--Levies	19,152.15
Receivable--Owners	1,155.80
Total assets	147,884.30

Less liabilities

Creditor--GST	4,575.30
Prepaid Levies	1,480.46
Total liabilities	6,055.76

Net assets

\$141,828.54



Level 33, 101 Miller Street
North Sydney NSW 2060

PO BOX 500, North Sydney NSW 2059

Certificate of Currency

CHU Residential Strata Insurance Plan

Policy No	HU0006044708
Policy Wording	CHU RESIDENTIAL STRATA INSURANCE PLAN
Period of Insurance	01/05/2021 to 01/05/2022 at 4:00pm
The Insured	THE OWNERS - STRATA PLAN 95273
Situation	3-9 EVE STREET ERSKINEVILLE NSW 2043

Policies Selected

Policy 1 – Insured Property

Building: \$30,000,000

Common Area Contents: \$300,000

Loss of Rent & Temporary Accommodation (total payable): \$4,500,000

Policy 2 – Liability to Others

Sum Insured: \$30,000,000

Policy 3 – Voluntary Workers

Death: \$200,000

Total Disablement: \$2,000 per week

Policy 4 – Workers Compensation

Not Available

Policy 5 – Fidelity Guarantee

Sum Insured: \$100,000

Policy 6 – Office Bearers' Legal Liability

Sum Insured: \$5,000,000

Policy 7 – Machinery Breakdown

Sum Insured: \$100,000

Policy 8 – Catastrophe Insurance

Not Selected

Policy 9 – Government Audit Costs and Legal Expenses



Government Audit Costs: \$25,000

Appeal expenses – common property health & safety breaches: \$100,000

Legal Defence Expenses: \$50,000

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

Sum Insured: \$250,000

Flood Cover is included.

Date Printed

05/05/2021

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



WHELAN PROPERTY GROUP
STRATA MANAGEMENT SERVICES

WHELAN PROPERTY GROUP

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PO BOX 75, STRAWBERRY HILLS NSW 2012
277 PYRMONT STREET, ULTIMO NSW 2007
T: 02 9219 4111 | F: 02 9281 9915
E: strata@whelanproperty.com.au
www.whelanproperty.com.au

ATTENTION: THE OWNERS, FIRST MORTGAGEES AND COVENANT CHARGEES OF LOTS AND TENANTS IN
STRATA PLAN 95273 | 3-9 EVE STREET, ERSKINEVILLE

MINUTES OF ANNUAL GENERAL MEETING OF THE OWNERS - STRATA PLAN NO. 95273	
Meeting Title	Annual General Meeting
Strata Plan Number	95273
Date & Venue	5 November 2018 in the Common Room (Ground Floor) , 3-9 Eve Street , Erskineville
Start Time	06.30PM - There was no quorum present within half-hour. The Chairperson declared the persons present in person or via proxy constitute a quorum in accordance with Schedule 1, Clause 17(4) (b) of the Strata Schemes Management Act 2015. The Meeting commenced and opened at 07.00 PM.
Present (In proxy or via person)	Lots 4, 6, 17, 25, 28, 36, 42, 49, 56, 59, 70
In Attendance	Whelan Property Group: Raj Shekawat & Andrew Uchino Zenari Maintenance Service : Walter Zenari & Rajan Neupane
Chairperson	Raj Shekhawat (by Invitation)

1.0 PREVIOUS MINUTES

RESOLVED: That the Minutes of the last General Meeting of the Owners Corporation be confirmed as a true record and account of the proceedings of that Meeting.

2.0 STRATA MANAGEMENT AGENCY AGREEMENT

RESOLVED: That the Owner Corporation appoint Whelan Property Group Pty Limited as the Managing Agent of the Owners Corporation of Strata Plan 95273 for a further 36 months and that the Common Seal be affixed pursuant to Section 49 of the Strata Schemes Management Act, 2015 to the Agency Agreement circulated with the agenda, which incorporate instruments appointing Whelan Property Group Pty Limited and delegating all the powers, authorities, duties and functions referred to therein.

3.0 KEY FINANCIAL INFORMATION

RESOLVED: That the Audited key financial information for the Administrative Fund, Capital Works Fund and any other fund circulated with this agenda be adopted.

4.0 APPOINTMENT OF AN AUDITOR

RESOLVED: That the Owners Corporation appoint an Auditor for the financial period ending the 30 June 2019.

5.0 BUDGET AND LEVIES

4.1 Administrative and Capital Work Funds

RESOLVED: That pursuant to section 79(2) and 81 of the “*Strata Schemes Management Act 2015*” the Owners Corporation estimates the expected expenditure in both the Administration Fund and Capital Works Fund for the budget year 1 July 2018 to 30 June 2019 set out in the budget circulated with the agenda.

4.2 Levy Contributions (1 July 2018 to 30 June 2019)

RESOLVED: That pursuant to Section 81 of the Strata Schemes Management Act 2015, the Owners Corporation determines the following amounts to be levied in 4 unequal instalments:

■ Administrative Fund	\$ 183,700.00 Inc. GST
■ Capital Works Fund	\$ 66,000.00 Inc. GST

This strata scheme is registered for GST.

Number	Levy Period	Year	Issued	Administration	Sinking	Total
1	July	2018	Yes	\$46,750.00	\$11,000.00	\$57,750.00
2	October	2018	Yes	\$46,750.00	\$11,000.00	\$57,750.00
3	December	2018	No	\$45,100.00	\$22,000.00	\$67,100.00
4	March	2019	No	\$45,100.00	\$22,000.00	\$67,100.00
				\$183,700.00	\$66,000.00	\$249,700.00

4.3 Levy Contributions (1 July 2019)

RESOLVED: That the levy instalment due in the next financial year 1 March 2019 be made payable quarterly until re-determined by the Owners Corporation and such figure shall be:

■ Administrative Fund	\$ 45,925.00 Inc. GST per quarter
■ Capital Works Fund	\$ 16,500.00 Inc. GST per quarter

4.4 Levy Notices

RESOLVED: That both contributions be levied by notice from Whelan Property Group Pty Limited as the delegated Treasurer of the Owners Corporation pursuant with the Strata Managing Agency Agreement.

6.0 OVERDUE LEVY COLLECTION

RESOLVED: That the Owners Corporation resolves for the purpose of collecting unpaid levy contributions to authorise the Strata Managing Agent and/or the Strata Committee to do all things necessary to pursue unpaid levies including commencing and maintaining debt recovery proceedings for the collection of outstanding levies, which may require the appointment of a legal practitioner or debt collection agent to manage the debt collection process.

7.0 PAYMENT PLANS

RESOLVED: That pursuant to section 85(5) of the *Strata Schemes Management Act 2015*, the Owners Corporation authorises the Strata Managing Agent and/or Strata Committee to enter into a payment plan with a lot owner for any unpaid levies on the basis that all outstanding levies are paid within 12 months and that all future levies are paid as and when they are due.

8.0 STRATA AGENT COMMISSIONS

RESOLVED: That the Strata Managing Agent confirms receipt of the following commissions:

Insurance Commission	\$ 3,360.00 Plus GST
Training Commission	\$ Nil
All Other Commissions	\$ Nil

It is anticipated that similar commissions will be received in the ensuing year

9.0 INSURANCE CONFIRMATION

RESOLVED: That the Owners Corporation insurances as circulated with this agenda be confirmed and that the Strata Committee be delegated the function of increasing, altering or adding insurances should it be resolved to do so at a Strata Committee Meeting.

10.0 BUILDING VALUATION

NOT RESOLVED: That Whelan Property Group Pty Limited is instructed to obtain a building valuation for insurance purposes and adjust the sum insured to reflect the valuation.

- Last Valuation was done on 6 February 2017.

11.0 RENEWAL OF INSURANCES

RESOLVED: That Whelan Property Group Pty Limited is given a standing direction to renew the insurance policy in the absence of instructions from the Strata Committee as at the date of renewal

12.0 STRATA COMMITTEE ELECTION

RESOLVED: That the number of Strata Committee be set at Nine (9) and those elected for the ensuing year are:

Lot	Elected Person
6	Kathryn Mary Khoury
17	Ricardo Rossi
25	George Canlis
28	Steven Robert
36	Andrew Wong
42	Ronald Edward Perry
49	Daniel James Wilson
56	Hao Zhang
70	Gareth Young

Note: In accordance with Section 32 (1) (c) of the Strata Schemes Management Act 2015 George Canlis disclosed that he is an employee of the original owner.

13.0 WHS REPORT

NOT RESOLVED: That the Owners Corporation authorise and instruct Whelan Property Group Pty Limited to obtain the following:

(a) Work Health & Safety Report

14.0 RESTRICTED MATTERS

RESOLVED: That the Owners Corporation do not determine any matters that are to be determined only by the Owners Corporation in a General Meeting.

15.0 ANNUAL FIRE SAFETY STATEMENT

RESOLVED: That the Owners Corporation resolves to consider the Annual Fire Safety Statement (if one is required for the building) under the Environmental Planning and Assessment act 1979 and authorises the Strata Managing Agent and/or Strata Committee to make arrangements for obtaining the next Annual Fire Safety Statement.

16.0 ELECTRONIC VOTING

RESOLVED: That the Owners – Strata Plan 95273 resolve to adopt the following alternate means of voting at meetings of the Owners Corporation and/or meetings of the Strata Committee and authorise the Strata Committee to investigate and put in policies to undertake

- voting by means of teleconference, video-conferencing, email or other electronic means
- voting by means of email or other electronic means before the meeting at which the matter (not being an election) is to be determined by the Owners Corporation or Committee as set out in the meeting notice for the respective General Meeting or Committee Meeting.

17.0 BUILDING DEFECTS AND RECTIFICATION

NOT RESOLVED: That the Owner Corporation resolve to consider management of any building defects and rectification, including its rights and obligation under law.

Note: Any past defects that were reported to the Builder / Developer have been attended/completed and all current defects are being attended to on a timely manner by the Builder/Developer.

18.0 CCTV CAMERA INSTALLATION (SPECIAL RESOLUTION)

RESOLVED: That the Owner Corporation Specially Resolve pursuant to Section 108 to of the Strata Schemes Management Act 2015 to install a CCTV camera system on the common property to add to the security of the building.

U/E FOR: 1668

U/E AGAINST: Nil

U/E AGAINST: Abstain

Note: WPG is to email all quotes obtained to the Strata Committee along with a plan outlining where the cameras are located for their review and instructions.

19.0 MEETING CLOSURE

The Chairperson declared the meeting closed with no further business at 7.40 PM.

Raj Shekhawat
CHAIRPERSON

DATE

ATTENTION: THE STRATA COMMITTEE, OWNERS, FIRST MORTGAGEES AND COVENANT CHARGEES OF LOTS IN STRATA PLAN 95273 | 3-9 EVE STREET, ERSKINEVILLE NSW 2043

MINUTES OF A STRATA COMMITTEE MEETING OF THE OWNERS - STRATA PLAN NO. 95273	
Meeting Title	Strata Committee Meeting
Strata Plan Number	95273
Date and Venue	5 November 2018 in the Common Room (Ground Floor) , 3-9 Eve Street , Erskineville
Start Time	07:40 PM
End Time	07:45 PM
Present	Strata Committee – Lots 6 K.M.Khoury; 17 R.Rossi; 25 G.Canlis; 28 S.Robert; 36 A.Wong; 42 R.E.Perry; 49 D.J.Wilson; 56 H.Zhang & 70 G.Young
Participants	Whelan Property Group: Raj Shekawat & Andrew Ucchino Zenari Maintenance Service : Walter Zenari & Rajan Neupane
Chairperson	Raj Shekhawat (by invitation)

1.0 PREVIOUS MINUTES

RESOLVED: That the Minutes of the last Strata Committee Meeting be confirmed as true record and account of the proceedings of that meeting.

2.0 OFFICE BEARERS

RESOLVED: That the Secretary, Treasurer and Chairperson of the Strata Committee be appointed.

Lot	Elected Person	Position
25	George Canlis	Chairperson
28	Steven Robert	Treasurer
70	Gareth Young	Secretary

3.0 STRATA COMMITTEE REPRESENTATIVES

RESOLVED: That the Strata Committee elect G. Canlis as a representative/ to be the contact person to liaise/instruct Whelan Property Group Pty Limited on behalf of the Strata Committee.

4.0 GENERAL BUSINESS

RESOLVED: That the Owner Corporation discuss any issues or items raised at the meeting.

- WPG is instructed to issue breach of by law notices to residents using the visitor car park as a secondary car space.
- WPG is instructed to send a notice to all owners encouraging them to update their address / email address for services and notices.
- WPG is instructed to circulate external window cleaning quotes to the committee for review and approval.
- WPG is instructed to issue notices to owners ,residents and agents to advise that short term letting is prohibited and cease any short term letting immediately.

5.0 MEETING CLOSURE

The Chairperson declared the meeting closed with no further business at 7:45

Raj Shekhawat
CHAIRPERSON

DATE



ATTENTION: THE OWNERS, FIRST MORTGAGEES AND COVENANT CHARGEES OF LOTS AND TENANTS IN
STRATA PLAN 95273 | 3-9 EVE STREET, ERSKINEVILLE

MINUTES OF ANNUAL GENERAL MEETING OF THE OWNERS - STRATA PLAN NO. 95273	
Meeting Title	Annual General Meeting
Strata Plan Number	95273
Date & Venue	11 November 2019 in the Common Room (Ground Floor) , 3-9 Eve Street Erskineville
Start Time	6:00PM - There was no quorum present within half-hour. The Chairperson declared the persons present in person or via proxy constitute a quorum in accordance with Schedule 1, Clause 17(4) (b) of the Strata Schemes Management Act 2015. The Meeting commenced and opened at 06.30 PM.
End Time	7:10 PM
Present (in person or via proxy)	Lots: 6, 17, 25, 28, 36, 42, 49, 56, 65 & 70.
In Attendance	Whelan Property Group: Raj Shekhawat Zenari Maintenance Service : Rajan Neupane
Chairperson	Raj Shekhawat (by Invitation)

1.0 PREVIOUS MINUTES

RESOLVED: That the Minutes of the last General Meeting of the Owners Corporation be confirmed as a true record and account of the proceedings of that Meeting.

2.0 KEY FINANCIAL INFORMATION

RESOLVED: That the Audited key financial information for the Administrative Fund, Capital Works Fund and any other fund circulated with this agenda be adopted.

3.0 APPOINTMENT OF AN AUDITOR

RESOLVED: That the Owners Corporation appoint an Auditor for the financial period ending the 30 June 2020.

4.0 BUDGET AND LEVIES

4.1 Administrative and Capital Work Funds

RESOLVED: That pursuant to section 79(2) and 81 of the “*Strata Schemes Management Act 2015*” the Owners Corporation estimates the expected expenditure in both the Administration Fund and Capital Works Fund for the budget year 1 July 2019 to 30 June 2020 set out in the budget circulated with the agenda.

4.2 Levy Contributions (1 July 2019 to 30 June 2020)

AMENDED & RESOLVED: That pursuant to Section 81 of the Strata Schemes Management Act 2015, the Owners Corporation determines the following amounts to be levied in 4 unequal instalments:

■ Administrative Fund	\$ 216,700.00 Inc. GST
■ Capital Works Fund	\$ 48,000.00 Inc. GST

This strata scheme is registered for GST.

Number	Levy Period	Year	Issued	Administration	Sinking	Total
1	July	2019	Yes	\$45,925.00	\$16,500.00	\$62,425.00
2	October	2019	Yes	\$45,925.00	\$16,500.00	\$62,425.00
3	December	2020	No	\$62,425.00	\$7,500.00	\$69,925.00
4	March	2020	No	\$62,425.00	\$7,500.00	\$69,925.00
				\$216,700.00	\$48,000.00	\$264,700.00

4.3 Levy Contributions (1 July 2020)

AMENDED & RESOLVED: That the levy instalment due in the next financial year 1 March 2020 be made payable quarterly until re-determined by the Owners Corporation and such figure shall be:

■ Administrative Fund	\$ 62,425.00 Inc. GST per quarter
■ Capital Works Fund	\$ 7,500.00 Inc. GST per quarter

4.4 Levy Notices

RESOLVED: That both contributions be levied by notice from Whelan Property Group Pty Limited as the delegated Treasurer of the Owners Corporation pursuant with the Strata Managing Agency Agreement.

5.0 OVERDUE LEVY COLLECTION

RESOLVED: That the Owners Corporation resolves for the purpose of collecting unpaid levy contributions to authorise the Strata Managing Agent and/or the Strata Committee to do all things necessary to pursue unpaid levies including commencing and maintaining debt recovery proceedings for the collection of outstanding levies, which may require the appointment of a legal practitioner or debt collection agent to manage the debt collection process.

6.0 PAYMENT PLANS

RESOLVED: That pursuant to section 85(5) of the *Strata Schemes Management Act 2015*, the Owners Corporation authorises the Strata Managing Agent and/or Strata Committee to enter into a payment plan with a lot owner for any unpaid levies on the basis that all outstanding levies are paid within 12 months and that all future levies are paid as and when they are due.

7.0 STRATA AGENT COMMISSIONS

RESOLVED: That the Strata Managing Agent confirms receipt of the following commissions:

Insurance Commission	\$ 1,608.77.Plus GST
Training Commission	\$ Nil
All Other Commissions	\$ Nil

It is anticipated that similar commissions will be received in the ensuing year.

8.0 INSURANCE CONFIRMATION

RESOLVED: That the Owners Corporation insurances as circulated with this agenda be confirmed and that the Strata Committee be delegated the function of increasing, altering or adding insurances should it be resolved to do so at a Strata Committee Meeting.

9.0 BUILDING VALUATION

NOT RESOLVED: That Whelan Property Group Pty Limited is instructed to obtain a building valuation for insurance purposes and adjust the sum insured to reflect the valuation.

NOTE

- Last Valuation was done on 6 February 2017.

10.0 RENEWAL OF INSURANCES

RESOLVED: That Whelan Property Group Pty Limited is given a standing direction to renew the insurance policy in the absence of instructions from the Strata Committee as at the date of renewal.

11.0 STRATA COMMITTEE ELECTION

RESOLVED: That the number of Strata Committee be set at nine (9) and those elected for the ensuing year are:

Lot	Elected Person
6	Kathryn Mary Khoury
17	Ricardo Rossi
25	George Canlis
28	Steven Robert
36	Andrew Wong
42	Ronald Edward Perry
49	Daniel James Wilson
56	Hao Zhang
70	Gareth Young

Note: In accordance with Section 32 (1) (c) of the Strata Schemes Management Act 2015 George Canlis disclosed that he is an employee of the original owner.

12.0 WHS REPORT

NOT RESOLVED: That the Owners Corporation authorise and instruct Whelan Property Group Pty Limited to obtain the following:

(a) Work Health & Safety Report

That “*Work Health and Safety Act*” requires the Owners Corporation to ensure the common areas provide a safe environment for all contractors, owners, occupiers and visitors passing through common property.

13.0 RESTRICTED MATTERS

RESOLVED: That the Owners Corporation do not determine any matters that are to be determined only by the Owners Corporation in a General Meeting.

14.0 ANNUAL FIRE SAFETY STATEMENT

RESOLVED: That the Owners Corporation resolves to consider the Annual Fire Safety Statement (if one is required for the building) under the Environmental Planning and Assessment act 1979 and authorises the Strata Managing Agent and/or Strata Committee to make arrangements for obtaining the next Annual Fire Safety Statement.

15.0 ELECTRONIC VOTING

RESOLVED: That the Owners – Strata Plan 95273 resolve to adopt the following alternate means of voting at meetings of the Owners Corporation and/or meetings of the Strata Committee and authorise the Strata Committee to investigate and put in policies to undertake

- voting by means of teleconference, video-conferencing, email or other electronic means
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16.0 BUILDING DEFECTS AND RECTIFICATION

NOT RESOLVED: That the Owner Corporation Resolve to consider management of any building defects and rectification, including its rights and obligation under law.

Note: Any past defects that were reported to the Builder / Developer have been attended/completed and all current defects are being attended to on a timely manner by the Builder/Developer

17.0 MEETING CLOSURE

The Chairperson declared the meeting closed with no further business at 7:10PM.

Raj Shekhawat
CHAIRPERSON

DATE

ATTENTION: THE STRATA COMMITTEE, OWNERS, FIRST MORTGAGEES AND
COVENANT CHARGEES OF LOTS IN STRATA PLAN 95273 | 3-9 EVE STREET, ERSKINEVILLE NSW 2043

MINUTES OF A STRATA COMMITTEE MEETING OF THE OWNERS - STRATA PLAN NO. 95273	
Meeting Title	Strata Committee Meeting
Strata Plan Number	95273
Date and Venue	11 November 2019 in the Common Room (Ground Floor) , 3-9 Eve Street , Erskineville
Start Time	Immediately following the Annual General Meeting
End Time	7:15PM.
Present	Lots: 6, 17, 25, 28, 36, 42, 49, 56, 65 & 70.
Participants	Whelan Property Group: Raj Shekhawat Zenari Maintenance Service : Rajan Neupane
Chairperson	Raj Shekhawat (by invitation)

1.0 PREVIOUS MINUTES

RESOLVED: That the Minutes of the last Strata Committee Meeting be confirmed as true record and account of the proceedings of that meeting.

2.0 OFFICE BEARERS

RESOLVED: That the Secretary, Treasurer and Chairperson of the Strata Committee be appointed.

Lot	Elected Person	Position
25	George Canlis	Chairperson
28	Steven Robert	Treasurer
70	Gareth Young	Secretary

3.0 STRATA COMMITTEE REPRESENTATIVES

RESOLVED: That the Strata Committee elect G. Canlis as a representative/ to be the contact person to liaise/instruct Whelan Property Group Pty Limited on behalf of the Strata Committee

4.0 GENERAL BUSINESS

RESOLVED: That the Owner Corporation discuss any issues or items raised at the meeting.

- Next Committee Meeting has been scheduled for 18th February at 6:00PM.
- Building Manager to issue parking notices to the resident parking on the visitor car park.
- Building Manager to submit building management report (including pending defect works) in the next strata committee meeting.
- Building Manager to monitor and issue notice to residents leaving belongings in car park

5.0 MEETING CLOSURE

The Chairperson declared the meeting closed with no further business at 7:45

Raj Shekhawat
CHAIRPERSON

DATE



ATTENTION: THE OWNERS, FIRST MORTGAGEES AND COVENANT CHARGEES OF LOTS AND TENANTS IN
STRATA PLAN 95273 | 3-9 EVE STREET, ERSKINEVILLE

MINUTES OF ANNUAL GENERAL MEETING OF THE OWNERS - STRATA PLAN NO. 95273	
Meeting Title	Annual General Meeting
Strata Plan Number	95273
Date & Venue	8th October 2020 Via Zoom Video Conference
Start Time	6:00PM - There was no quorum present within half-hour. The Chairperson declared the persons present in person or via proxy constitute a quorum in accordance with Schedule 1, Clause 17(4) (b) of the Strata Schemes Management Act 2015. The Meeting commenced and opened at 06.30 PM.
End Time	7:10 PM
Present (in person or via proxy)	Lots: 6, 17, 25, 28, 33, 36, 42, 49, 56 & 59.
In Attendance	Whelan Property Group: Raj Shekhawat Zenari Maintenance Service : Rajan Neupane
Chairperson	Raj Shekhawat (by Invitation)

1.0 PREVIOUS MINUTES

RESOLVED: That the Minutes of the last General Meeting of the Owners Corporation be confirmed as a true record and account of the proceedings of that Meeting.

2.0 STRATA MANAGEMENT AGENCY AGREEMENT

RESOLVED: That the Owner Corporation appoint Whelan Property Group Pty Limited as the Managing Agent of the Owners Corporation of Strata Plan 95273 for a further 24 months and that the Common Seal be affixed pursuant to Section 49 of the Strata Schemes Management Act, 2015 to the Agency Agreement circulated with the agenda, which incorporate instruments appointing Whelan Property Group Pty Limited and delegating all the powers, authorities, duties and functions referred to therein

3.0 KEY FINANCIAL INFORMATION

RESOLVED: That the Audited key financial information for the Administrative Fund, Capital Works Fund and any other fund circulated with this agenda be adopted.

4.0 APPOINTMENT OF AN AUDITOR

RESOLVED: That the Owners Corporation appoint an Auditor for the financial period ending the 30 June 2021.

5.0 BUDGET AND LEVIES

5.1 Administrative and Capital Work Funds

RESOLVED: That pursuant to section 79(2) and 81 of the “Strata Schemes Management Act 2015” the Owners Corporation estimates the expected expenditure in both the Administration Fund and Capital Works Fund for the budget year 1 July 2020 to 30 June 2021 set out in the budget circulated with the agenda.

5.2 Levy Contributions (1 July 2020 to 30 June 2021)

AMENDED & RESOLVED: That pursuant to Section 81 of the Strata Schemes Management Act 2015, the Owners Corporation determines the following amounts to be levied in 4 unequal instalments:

■ Administrative Fund	\$ 326,700.00 Inc. GST
■ Capital Works Fund	\$ 15,000.00 Inc. GST

This strata scheme is registered for GST.

Number	Levy Period	Year	Issued	Administration	Sinking	Total
1	July	2020	Yes	\$62,425.00	\$7,500.00	\$69,925.00
2	October	2020	Yes	\$62,425.00	\$7,500.00	\$69,925.00
3	December	2021	No	\$100,925.00	\$0.00	\$100,925.00
4	March	2021	No	\$100,925.00	\$0.00	\$100,925.00
				\$326,700.00	\$15,000.00	\$341,700.00

5.3 Levy Contributions (1 July 2021)

RESOLVED: That the levy instalment due in the next financial year 1 July 2021 be made payable quarterly until re-determined by the Owners Corporation and such figure shall be:

■ Administrative Fund	\$ 93,425.00 Inc. GST per quarter
■ Capital Works Fund	\$ 7,500.00 Inc. GST per quarter

5.4 Levy Notices

RESOLVED: That both contributions be levied by notice from Whelan Property Group Pty Limited as the delegated Treasurer of the Owners Corporation pursuant with the Strata Managing Agency Agreement.

6.0 OVERDUE LEVY COLLECTION

RESOLVED: That the Owners Corporation resolves for the purpose of collecting unpaid levy contributions to authorise the Strata Managing Agent and/or the Strata Committee to do all things necessary to pursue unpaid levies including commencing and maintaining debt recovery proceedings for the collection of outstanding levies, which may require the appointment of a legal practitioner or debt collection agent to manage the debt collection process.

7.0 PAYMENT PLANS

RESOLVED: That pursuant to section 85(5) of the *Strata Schemes Management Act 2015*, the Owners Corporation authorises the Strata Managing Agent and/or Strata Committee to enter into a payment plan with a lot owner for any unpaid levies on the basis that all outstanding levies are paid within 12 months and that all future levies are paid as and when they are due.

8.0 STRATA AGENT COMMISSIONS

RESOLVED: That the Strata Managing Agent confirms receipt of the following commissions:

Insurance Commission	\$ 1,608.77.Plus GST
Training Commission	\$ Nil
All Other Commissions	\$ Nil

It is anticipated that similar commissions will be received in the ensuing year.

9.0 INSURANCE CONFIRMATION

RESOLVED: That the Owners Corporation insurances as circulated with this agenda be confirmed and that the Strata Committee be delegated the function of increasing, altering or adding insurances should it be resolved to do so at a Strata Committee Meeting.

10.0 BUILDING VALUATION

RESOLVED: That Whelan Property Group Pty Limited is instructed to obtain a building valuation for insurance purposes and adjust the sum insured to reflect the valuation.

- Last Valuation was done on 6 February 2017.

Note: Valuation to be carried out in March 2021.

11.0 RENEWAL OF INSURANCES

RESOLVED: That Whelan Property Group Pty Limited is given a standing direction to renew the insurance policy in the absence of instructions from the Strata Committee as at the date of renewal.

12.0 STRATA COMMITTEE ELECTION

RESOLVED: That the number of Strata Committee be set at nine (9) and those elected for the ensuing year are:

Lot	Elected Person
6	K.Khoury
17	R. Rossi
25	G. Canlis
28	S.Laird
33	J. Wong
36	A.Wong
42	R. Perry

49	D. Wilson
50	X.Mao

Note: In accordance with Section 32 (1) (c) of the Strata Schemes Management Act 2015 George Canlis disclosed that he is an employee of the original owner.

13.0 WHS REPORT

NOT RESOLVED: That the Owners Corporation authorise and instruct Whelan Property Group Pty Limited to obtain the following:

(a) Work Health & Safety Report

That “*Work Health and Safety Act*” requires the Owners Corporation to ensure the common areas provide a safe environment for all contractors, owners, occupiers and visitors passing through common property.

14.0 RESTRICTED MATTERS

RESOLVED: That the Owners Corporation do not determine any matters that are to be determined only by the Owners Corporation in a General Meeting.

15.0 ANNUAL FIRE SAFETY STATEMENT

RESOLVED: That the Owners Corporation resolves to consider the Annual Fire Safety Statement (if one is required for the building) under the Environmental Planning and Assessment act 1979 and authorises the Strata Managing Agent and/or Strata Committee to make arrangements for obtaining the next Annual Fire Safety Statement.

16.0 ELECTRONIC VOTING

RESOLVED: That the Owners – Strata Plan 95273 resolve to adopt the following alternate means of voting at meetings of the Owners Corporation and/or meetings of the Strata Committee and authorise the Strata Committee to investigate and put in policies to undertake

- voting by means of teleconference, video-conferencing, email or other electronic means
- voting by means of email or other electronic means before the meeting at which the matter (not being an election) is to be determined by the Owners Corporation or Committee as set out in the meeting notice for the respective General Meeting or Committee Meeting.

17.0 BUILDING DEFECTS AND RECTIFICATION

NOT RESOLVED: That the Owner Corporation Resolve to consider management of any building defects and rectification, including its rights and obligation under law.

Note: Any past defects that were reported to the Builder / Developer have been attended/completed and all current defects are being attended to on a timely manner by the Builder/Developer. Below items were discussed and are in progress to be attended.

- George Canlis (Waterside) is looking into the approved design to advise further on the overflow issue from storm water drains.
- Meeting noted that there is storm water/street upgrade at Macdonald & Goddard Street. Strata Manager to liaise with WARD civil to confirm if dilapidation report has been carried out.

- Meeting Noted that notices for dilapidation report has been issued to all owners for construction at 11-17 Eve Street for residents to book a time for the inspection.

General Business:

- Owners Corporation raised concern for the cleaning of the building and the bin room. It was noted that Building Manager will monitor the area on regular basis to ensure the cleaning is carried out properly. Strata Manager to attend the site if any further concern are raised for cleaning and building management.
- Building Manager to obtain quotation to rectify the garden in front of the building.
- Building Manager to attend all general repairs which are required and are pending to be attended.

18.0 MEETING CLOSURE

The Chairperson declared the meeting closed with no further business at 7:10PM.

Raj Shekhawat
CHAIRPERSON

DATE

ATTENTION: THE STRATA COMMITTEE, OWNERS, FIRST MORTGAGEES AND
COVENANT CHARGEES OF LOTS IN STRATA PLAN 95273 | 3-9 EVE STREET, ERSKINEVILLE NSW 2043

MINUTES OF A STRATA COMMITTEE MEETING OF THE OWNERS - STRATA PLAN NO. 95273	
Meeting Title	Strata Committee Meeting
Strata Plan Number	95273
Date and Venue	8th October 2020 Via Zoom Video Conference
Start Time	Immediately following the Annual General Meeting
End Time	7:15PM.
Present	Lots: 6, 17, 25, 28, 33, 36, 42, 49, 56 & 59.
Participants	Whelan Property Group: Raj Shekhawat Zenari Maintenance Service : Rajan Neupane
Chairperson	Raj Shekhawat (by invitation)

1.0 PREVIOUS MINUTES

RESOLVED: That the Minutes of the last Strata Committee Meeting be confirmed as true record and account of the proceedings of that meeting.

2.0 OFFICE BEARERS

RESOLVED: That the Secretary, Treasurer and Chairperson of the Strata Committee be appointed.

Lot	Elected Person	Position
25	George Canlis	Chairperson
28	Steven Laird	Treasurer
25	George Canlis	Secretary

3.0 STRATA COMMITTEE REPRESENTATIVES

RESOLVED: That the Strata Committee elect G. Canlis as a representative/ to be the contact person to liaise/instruct Whelan Property Group Pty Limited on behalf of the Strata Committee

- Next Committee Meeting has been scheduled for 2nd February 2021 at 6:00PM.

MEETING CLOSURE

The Chairperson declared the meeting closed with no further business at 7:45

Raj Shekhawat
CHAIRPERSON

DATE



**ATTENTION: THE OWNERS, FIRST MORTGAGEES AND COVENANT CHARGEES OF LOTS AND TENANTS IN
STRATA PLAN 95273 | 3-9 EVE STREET, ERSKINEVILLE**

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Meeting Title	Annual General Meeting
Strata Plan Number	95273
Date & Venue	Thursday 30 th September 2021 via Microsoft Teams (Virtual Meeting)
Start Time	6:00PM - There was no quorum present within half-hour. The Chairperson declared the persons present in person or via proxy constitute a quorum in accordance with Schedule 1, Clause 17(4) (b) of the Strata Schemes Management Act 2015. The Meeting commenced and opened at 06.30 PM.
End Time	7:10 PM
Present (in person or via proxy)	Lots: 6, 17, 25, 28, 33, 36, 42, 49 & 70.
In Attendance	Whelan Property Group: Raj Shekhawat Zenari Maintenance Service : Rajan Neupane
Chairperson	Raj Shekhawat (by Invitation)

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That the Minutes of the last General Meeting of the Owners Corporation be confirmed as a true record and account of the proceedings of that Meeting.

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2 2
That the Audited key financial information for the Administrative Fund, Capital Works Fund and any other fund circulated with this agenda be adopted.

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2 2
That the Owners Corporation appoint an Auditor for the financial period ending the 30 June 2022.

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4.1 Administrative and Capital Work Funds

2 2
That pursuant to section 79(2) and 81 of the “*Strata Schemes Management Act 2015*” the Owners Corporation estimates the expected expenditure in both the Administration Fund and Capital Works Fund for the budget year 1 July 2021 to 30 June 2022 set out in the budget circulated with the agenda.

4.2 Levy Contributions (1 July 2021 to 30 June 2022)

That pursuant to Section 81 of the Strata Schemes Management Act 2015, the Owners Corporation determines the following amounts to be levied in 4 unequal instalments:

■ Administrative Fund	\$ 373,700.00 Inc. GST
■ Capital Works Fund	\$ 30,000.00 Inc. GST

This strata scheme is registered for GST.

Number	Levy Period	Year	Issued	Administration	Sinking	Total
1	July	2021	Yes	\$93,425.00	\$7,500.00	\$100,925.00
2	October	2021	Yes	\$93,425.00	\$7,500.00	\$100,925.00
3	December	2021	No	\$93,425.00	\$7,500.00	\$100,925.00
4	March	2022	No	\$93,425.00	\$7,500.00	\$100,925.00
				22222	2 22222	2 22222

4.3 Levy Contributions (1 July 2022)

That the levy instalment due in the next financial year 1 March 2022 be made payable quarterly until re-determined by the Owners Corporation and such figure shall be:

■ Administrative Fund	\$ 93,425.00 Inc. GST per quarter
■ Capital Works Fund	\$ 7,500.00 Inc. GST per quarter

4.4 Levy Notices

That both contributions be levied by notice from Whelan Property Group Pty Limited as the delegated Treasurer of the Owners Corporation pursuant with the Strata Managing Agency Agreement.

That the Owners Corporation resolves for the purpose of collecting unpaid levy

contributions to authorise the Strata Managing Agent and/or the Strata Committee to do all things necessary to pursue unpaid levies including commencing and maintaining debt recovery proceedings for the collection of outstanding levies, which may require the appointment of a legal practitioner or debt collection agent to manage the debt collection process.

That pursuant to section 85(5) of the *Strata Schemes Management Act 2015*, the Owners

Corporation authorises the Strata Managing Agent and/or Strata Committee to enter into a payment plan with a lot owner for any unpaid levies on the basis that all outstanding levies are paid within 12 months and that all future levies are paid as and when they are due.

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That the Strata Managing Agent confirms receipt of the following commissions:

Insurance Commission	\$ 4,025.55.Plus GST
Training Commission	\$ Nil
All Other Commissions	\$ Nil

It is anticipated that similar commissions will be received in the ensuing year.

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That the Owners Corporation insurances as circulated with this agenda be confirmed and that the Strata Committee be delegated the function of increasing, altering or adding insurances should it be resolved to do so at a Strata Committee Meeting.

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That Whelan Property Group Pty Limited is instructed to obtain a building valuation for insurance purposes and adjust the sum insured to reflect the valuation.

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That Whelan Property Group Pty Limited is given a standing direction to renew the insurance policy in the absence of instructions from the Strata Committee as at the date of renewal.

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That the number of Strata Committee be set at nine (9) and those elected for the ensuing year are:

Lot	Elected Person
6	K.Khoury
17	R. Rossi
25	G. Canlis
28	S.Laird
33	J. Wong
36	A.Wong
42	R. Perry
49	D. Wilson
70	G. Young

Note: In accordance with Section 32 (1) (c) of the Strata Schemes Management Act 2015 George Canlis disclosed that he is an employee of the original owner.

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That the Owners Corporation authorise and instruct Whelan Property Group Pty Limited to obtain the following:

(a) Work Health & Safety Report

That “*Work Health and Safety Act*” requires the Owners Corporation to ensure the common areas provide a safe environment for all contractors, owners, occupiers and visitors passing through common property.

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That the Owners Corporation do not determine any matters that are to be determined only by the Owners Corporation in a General Meeting.

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That the Owners Corporation resolves to consider the Annual Fire Safety Statement (if one is required for the building) under the Environmental Planning and Assessment act 1979 and authorises the Strata Managing Agent and/or Strata Committee to make arrangements for obtaining the next Annual Fire Safety Statement.

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That the Owners – Strata Plan 95273 resolve to adopt the following alternate means of voting at meetings of the Owners Corporation and/or meetings of the Strata Committee and authorise the Strata Committee to investigate and put in policies to undertake

- voting by means of teleconference, video-conferencing, email or other electronic means
- voting by means of email or other electronic means before the meeting at which the matter (not being an election) is to be determined by the Owners Corporation or Committee as set out in the meeting notice for the respective General Meeting or Committee Meeting.

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That the Owner Corporation Resolve to consider management of any building defects and rectification, including its rights and obligation under law.

Note: Any past defects that were reported to the Builder / Developer have been attended/completed and all current defects are being attended to on a timely manner by the Builder/Developer. Below items were discussed and are in progress to be attended.

- Rajan (BM) has discussed and raised the issue with both disabled lifts. George Canlis (Waterside) is looking into the issue and has verbally advised to BM that issue will be rectified completely.

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That the Owner Corporation discuss any issues or items raised at the meeting.

- Owners Corporation raised concern for the cleaning of the building and the bin room. It was advised by the building manger, cleaners have been changed and the issue with the cleaning will be resolved asap.
- Strata manager to remind agents to notify builing manager for reseidnt moving in/out of the building. Similar notice to be placed on the notice board.

- Building Manager to attend all general repairs which are required and are pending to be attended.

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The Chairperson declared the meeting closed with no further business at 7:10PM.

Raj Shekhawat

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That the Secretary, Treasurer and Chairperson of the Strata Committee be appointed.

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Approved Form 7	Strata Plan By-laws	Sheet 1 of 33 sheet(s)
Office Use Only Registered:  25.5.2017		Office Use Only SP95273

Instrument setting out the details of by-laws to be created upon registration of a strata plan

By-Laws for Luxe Apartments

Allen Partners
PO Box R1742
Royal Exchange NSW 1225
T: +612 9029 2513
E: info@allenpartners.net

This is the form referred to in section 10(1)(b)(ii) *Strata Schemes Development Act 2015*.

This form, when completed, must accompany a strata plan lodged for registration when it is intended to create by-laws other than model by-laws.

A

Luxe Apartments | 3-9 Eve Street, 8-12 Goddard Street, 1 Brightwell Lane, Erskineville SP95273

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1	Dictionary	
1.1	Meaning of words	
	Words in bold type in this clause 1.1 are defined terms. Defined terms (in any form) mean:	

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acoustic consultant	an accredited member of the Association of Australian Acoustical Consultants (or other professional body acceptable to the owners corporation).
acoustic standard	the minimum 6-star rating prescribed by the Acoustical Star Ratings system published by the Association of Australian Acoustical Consultants Guideline for Apartment and Townhouse Acoustic Rating (September 2010) or its replacement.
air-conditioned lot	a lot that has the use and benefit of an air-conditioning system which services an air-conditioned lot and includes cables, conduits, pipes, wires, ducts and any other service that connects the air-conditioning system to an air-conditioned lot or which are otherwise for the use of an air-conditioned lot.
building works	<p>works to the common property (not being cosmetic work or minor renovations) and being work requiring consent under section 111 of the Management Act. This work includes alterations, additions, penetrations, damage, removal, repairs or replacement of:</p> <ul style="list-style-type: none">(a) air-conditioning systems (whether located on common property or in a lot; or(b) common property structures, including the common property walls, floor and ceiling enclosing a lot. Common property walls include windows and doors in those walls;(c) the structure of a lot;(d) the internal walls inside a lot (e.g. a wall dividing two rooms in a lot);(e) common property services; or(f) services in the Luxe, whether or not they are for the exclusive use of a lot.
caretaker	the person appointed by the owners corporation under these by-laws to perform the role of caretaker.

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cleaner	the person the owners corporation appoints under by-law 20 to provide services for Luxe common property component.
cosmetic work	works described in section 109 of the Management Act
common property	common property in Luxe and personal property of the owners corporation.
Council	City of Sydney Council and its successors.
developer	Ichthys Pty Ltd (ACN 168051134) and Psary Pty Ltd (ACN 168050057) and any owner to which they assign their rights as developer under these by-laws.
Development Act	Strata Schemes Development Act 2015 (NSW).
EPA	the Environment Protection Authority or other relevant government agency from time to time.
exclusive use by-laws	by-laws granting owners exclusive use and special privileges of common property according to part 7, division 3 of the Management Act.
Fire Engineering Report	the fire engineering report prepared by Holmes Fire numbered 114526, which is referenced within the fire safety certificate for the development.
government agency	a governmental or semi-governmental administrative, fiscal or judicial department or entity and includes the Council.
inter-tenancy wall	a common property wall between two lots. See by-law 14 about making alterations to or removing inter-tenancy walls.
lot	a lot in Luxe (excluding utility lots) and any lots into which they are subdivided or re-subdivided.
Luxe	means the residential apartment complex and associated Common Property in Strata Plan No 95273.
Management Act	Strata Schemes Management Act 2015 (NSW).
minor renovations	renovations described in section 109 of the Management Act



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occupier	the occupier, lessee or licensee of a lot.
owner	<p>(a) the owner for the time being of a lot;</p> <p>(b) if a lot is subdivided or resubdivided, the owners for the time being of the new lots;</p> <p>(c) for an exclusive use by-law, the owner(s) of the lot(s) benefiting from the by-law; and</p> <p>(d) a mortgagee in possession of a lot.</p>
owners corporation	The Owners - Strata Plan No. 95273.
security key	a key, magnetic card or other device or information used in Luxe to open and close doors, gates or locks or to operate alarms, security systems or communication systems. See by-law 17 for more information.
signage principles	the signage guidelines contained in the schedule to these by-laws (as amended from time to time by the owners corporation).
strata committee	the strata committee of the owners corporation.
strata manager	the person appointed by the owners corporation as its strata managing agent under section 49 of the Management Act. If the owners corporation does not appoint a strata managing agent, strata manager means the secretary of the owners corporation.
terrace	the terraces shown on the strata plan forming part of your lot.

1.2 Meaning of words

Words in bold type in this clause 1.1 are defined terms. Defined terms (in any form) mean:

1.3 Interpreting the by-laws

Headings do not affect the interpretation of the by-laws.

In the by-laws a reference to:

- (a) words that this by-law does not explain have the same meaning as they do in the Management Act;
- (b) you means an owner or occupier of a lot;

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- (c) by-laws means the by-laws under the Management Act which are in force for Luxe;
- (d) a thing includes the whole or each part of it;
- (e) a document includes any variation or replacement of it;
- (f) a law, ordinance or code includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of them;
- (g) a person includes an individual, a firm, a body corporate, an incorporated association or an authority;
- (h) a person includes their executors, administrators, successors, substitutes (including, but not limited to, persons taking by novation) and assigns; and
- (i) the singular includes the plural and vice versa.

2 Applications and complaints

You must make any applications and complaints to the owners corporation in writing and address them to the strata manager.

3 Your behaviour

3.1 What are your general obligations?

You must not:

- (a) make noise or behave in a way that might unreasonably interfere with the use and enjoyment of a lot or common property by another owner or occupier or owner or occupier within Luxe;
- (b) in addition to any specific requirements of these by-laws (e.g., relating to the operation of air conditioning equipment), create a sound pressure level that affects another lot or common property that exceeds the sound pressure level allowed by law or the development consent applying to your lot;
- (c) in addition to any specific requirements of these by-laws (e.g., relating to the operation of air conditioning equipment), create a sound pressure level that exceeds the recommended planning levels outlined in the EPA Industrial Noise Policy (or other applicable policy in effect from time to time);
- (d) install an intruder alarm unless it satisfies with the requirements of the Protection of the Environment Operations (Noise Control) Regulation 2000 under the Protection of the Environment Operation Act 1997 (NSW) or other relevant law in force from time to time;



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- (e) use language or behave in a way that might offend or embarrass another owner or occupier or their visitors;
- (f) smoke cigarettes, cigars or pipes while you are on common property or allow smoke from them to enter common property or another lot;
- (g) obstruct the legal use of common property by any person;
- (h) do anything in Luxe which is illegal;
- (i) do anything that might damage the good reputation of the owners corporation or Luxe or Luxe; or
- (j) park or allow vehicles delivering to your lot in any area of Luxe driveway or entry area unless you have the written consent of the owners corporation and you comply with the terms of the consent.

3.2 Complying with the law

You must comply on time and at your cost with all laws relating to:

- (a) your lot;
- (b) the use of your lot; and
- (c) common property to which you have a licence, lease or a right to use under an exclusive use by-law.

The things with which you must comply include, but are not limited to, planning laws, development, building and other approvals, consents, requirements, notices and orders of government agencies.

3.3 Goods not to be stored on common property

At all times the common property must be kept clear of goods and shall not be used for storage purposes (including garbage storage other than in a place designated by the owners corporation).

4 You are responsible for others

4.1 What are your obligations?

You must:

- (a) take all reasonable actions to ensure your visitors comply with the by-laws;
- (b) make your visitors leave Luxe if they do not comply with the by-laws;
- (c) take reasonable care about who you invite into Luxe;



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- (d) if you are the owner or occupier of a lot, accompany your visitors at all times, except when they are entering Luxe; and
- (e) ensure your visitors leave the Luxe area promptly and quietly.

You must not allow another person to do anything that you cannot do under the by-laws.

4.2 Requirements if you lease your lot

If you lease or licence your lot, you must:

- (a) provide your tenant or licensee with up-to-date copies of the by-laws;
- (b) ensure that your tenant or licensee and their visitors comply with the by-laws; and
- (c) take all action available to you, including action under the lease or licence agreement to make them comply, or to leave Luxe if the tenant or licensee fails to comply.

5 Your lot

5.1 What are your general obligations?

You must:

- (a) keep your lot clean and in good repair and condition;
- (b) properly maintain, repair and, where necessary, replace an installation or alteration made under the by-laws which services your lot (whether or not you made the installation or alteration);
- (c) notify the owners corporation if you change the existing use of your lot in a way which may affect insurance policies or premiums for insurances effected by the owners corporation. See by-law 16 for important information about increasing and paying for insurance premiums;
- (d) notify the strata committee if you change the existing use of your lot in a way which may affect insurance policies or premiums for insurances effected by the strata committee (see by-law 16);
- (e) properly maintain and clean any terrace (excluding any garden beds in that terrace) to the standards reasonably required from time to time by the owners corporation;
- (f) if required by the owners corporation, allow it to access your terrace to maintain garden beds on that terrace; and
- (g) comply with the terms of any approval given to you under by-law 5.2;



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- (h) at your expense repair, maintain, renew or replace anything you attach to, or install on, common property;
- (i) at your expense, comply with all laws about your lot including, without limitation, requirements of government agencies.

5.2 When will you need consent from the owners corporation?

You must have consent from the owners corporation to:

- (a) carry out building works in your lot (see by-law 13 for more information);
- (b) carry out minor renovations in your lot (see by-law 13 for more information);
- (c) subject to your rights under the by-laws, keep anything in your lot that is visible from outside the lot and is not in keeping with the appearance of Luxe;
- (d) install bars, insect screens, grilles, security locks or other safety devices on the interior or exterior of windows in your lot if they are visible from outside your lot or Luxe;
- (e) install an intruder alarm with an audible signal;
- (f) install remote controlled operable parking barriers in your car space of a type approved by the owners corporation;
- (g) install an air conditioning system to connect to the air conditioning services;
- (h) attach or hang an aerial or wires outside your lot or Luxe.

The owners corporation may issue standing approvals under this by-law with or without conditions. Standing approvals may include conditions regarding material types or brand systems to be used, dimensions, appearance, work hours, insurance and other matters. You must comply with the terms of a standing approval as if it was granted to you.

5.3 Floor coverings

- (a) You must not install or replace timber or hard floors without consent of the owners corporation.
- (b) The following provisions of this by-law apply if you receive consent from the owners corporation to install or replace wood or hard floors in your lot:

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- (i) if you are the owner of a lot, you must keep the floors in your lot covered or treated to stop the transmission of noise that might unreasonably disturb another owner or occupier. You must ensure that any covering or treatment installed in your lot remains effective to stop the transmission of noise contrary to this by-law; and
- (ii) if the proposed wood or hard floors are partly or wholly directly above another residential or commercial lot with timber, tile or other hard surface covering then you must, at your cost:
 - (A) obtain consent from the owners corporation to the replacement;
 - (B) provide the owners corporation with full details of the proposed floor covering and the manufacturers specifications for the underlay or other acoustic treatment to be installed and the method of installation of both;
 - (C) install the floor in accordance with the acoustic standard and within 14 days of installation provide the owners corporation with a certificate addressed to it by an acoustic consultant that the floor complies with the acoustic standard;
 - (D) if required by the owners corporation, arrange a review by an independent acoustic engineer (acceptable to the owners corporation) of the proposed floor covering and acoustic treatment specifications;
 - (E) if required by the owners corporation; allow inspection of the works at specified stages by the engineer; and
 - (F) comply with any other conditions the owners corporation requires to be observed.

This by-law 5.3 does not apply if you are replacing the floor coverings in your lot on a floor which is partly or wholly above another a utility lot or common property.

5.4 Window coverings

- (a) Window coverings (e.g. curtains, blinds and louvres) in your lot must be cream or black or grey or other colour approved in accordance with the architectural code and a design approved by the owners corporation.



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- (b) The colour and design approved by the owners corporation must be in keeping with the design and appearance of Luxe when viewed from outside.

5.5 Sun-shades

You must have consent from the strata committee to install a sun-shade, sun-blind, awning or other sun-shading device in your lot or on common property. The sun-shade, sun-blind, awning or other sun-shading device must be of a colour and design approved by the owners corporation. Despite section 62 of the Management Act, the owner of a lot must maintain and keep in a state of good and serviceable repair any sun-shade, sun-blind, awning or other sun-shading device that services the lot and the common property affected by it.

5.6 Window tinting

Under the architectural code, you must have consent from the strata committee to affix window tinting or other treatments to windows and glass doors in your lot.

5.7 Cleaning windows

You must clean the glass in windows and doors of your lot (even if they are common property). However, you do not have to clean the glass in windows or doors that you cannot access safely (for example, glass windows on the external façade of Luxe).

The owners corporation may resolve to clean the glass in some or all of the windows and doors in Luxe. If the owners corporation resolves to clean glass in your lot, you are excused from your obligations under this by-law for the period the owners corporation resolves to clean the glass.

5.8 Owners corporation may require access to your lot

Without limiting the powers of the owners corporation under these by-laws or the Management Act, the owners corporation may resolve to:

- (a) clean the glass in some or all of the external windows and doors in Luxe; or
- (b) carry out maintenance or repair of the common property forming the facade of Luxe;
- (c) to inspect your lot for compliance with the by-laws (including to carry out non-destructive testing),

in a manner that requires employees or subcontractors to have access to your lot (including your terrace). If the owners corporation resolves to do so:

- (d) the owners corporation must give you 7 days prior notice that access to your lot will be required for the purpose of cleaning external glass or maintenance of common property;

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- (e) the notice must describe the type of access required; and
- (f) you may not object to access being granted to the owners corporation's contractors or subcontractors provided that access is temporary and only to the extent necessary to carry out the cleaning or maintenance under this by-law.

The owners corporation may exercise any other access rights under the Management Act in addition to these rights in the manner provided for in that Act.

5.9 Use of terraces

You may use your terrace for outdoor seating in conjunction with your lot if:

- (a) you do not create (or allow your invitees to create) a nuisance or hazard for other occupiers or owners;
- (b) you have approval from relevant government agencies (including a development consent) and you comply with the terms of the approval;
- (c) you use outdoor furniture approved by the owners corporation; and
- (d) you regularly clean the outdoor seating area as required by the owners corporation.

5.10 Maintenance of things you install

You must, at your costs:

- (a) properly clean, maintain, repair and replace anything you install in your lot or on common property and ensure that it remains at all times in a safe working condition;
- (b) allow the owners corporation to inspect anything you install;
- (c) ensure that the installation does not interfere with another owner's or occupier's lawful use of their lot or common property.

If you do not comply with this by-law the owners corporation may rectify your non-compliance in any manner it reasonably determines and you must pay the costs incurred by the owners corporation on demand as a debt.

5.11 Prohibited works and renovations

The owners corporation must not grant a consent to any works or renovations which contravene the Fire Engineering Report (this includes installation of lockable safety screens to the exits from any lot).



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6 Changing the permitted use of your lot

6.1 Permitted use

- (a) You require consent of the owners corporation for an application to change the permitted use your lot if that proposed use involves production of any pollutants or combustible or flammable materials or is likely to create noise or other nuisance which is likely to interfere with the peaceful use and enjoyment of another lot (or the common property) by an owner or occupier entitled to use that lot or common property.
- (b) Otherwise, you do not need consent from the owners corporation to change the use of your lot if you use your lot for any lawful purpose permitted under the planning instruments and approved by Council or other government agencies (if required).

6.2 Changing the permitted use

If you want to do works associated with changing the use of your lot, you must (at your cost):

- (a) obtain consent from the owners corporation to make any changes (or carry out any building works) to exercise that use before lodging the relevant applications with Council and other government agencies (as applicable); and
- (b) obtain (and comply with) all necessary consents from Council or other government agencies to the change of use and any associated building works.

6.3 Providing a copy of your application

You must provide the owners corporation with a copy of your application for consent to Council or other government agencies (as applicable) to change the permitted use of your lot according to this by-law 6.

6.4 Approval by the owners corporation generally

When considering an application for consent under this by-law, the owners corporation:

- (a) must not unreasonably withhold its consent; and
- (b) may take into consideration the impact of the proposed use (under by-law 6.1(a)) or building works on other owners and occupiers in Luxe.

6.5 Approval by the owners corporation if you apply to Council

The owners corporation must sign any application you make to Council or the government agency for approval to change the permitted use under this by-law 6 (if such a consent is required by Council or a government agency).



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7 Keeping an animal

7.1 What are your rights?

You may keep:

- (a) goldfish or other similar fish in an indoor aquarium; and
- (b) a guide dog if you need the dog because you are visually or hearing impaired; and
- (c) one small domestic dog (not exceeding 10kgs in weight) or one domestic cat; and
- (d) any assistance animal referred to in section 139 of the Management Act.

You must not keep any other type of animal in your lot or on common property including a dangerous dog under the Companion Animals Act, 1988 (NSW) or a dog prohibited by resolution or order of the Council.

7.2 Your visitors

You may allow your visitors to bring dogs into Luxe on the following conditions:

- (a) they are guide dogs or hearing dogs and your visitors are visually or hearing impaired; or
- (b) they are small or medium size dogs accompanied by, and kept under the effective control of, a visitor; and
- (c) you remove and properly dispose of all faeces left by your visitor's dog;
- (d) other than while entering or leaving your lot, they are not on common property; and
- (e) you comply with the law and the requirements of all government agencies.

7.3 Controlling your animal

Subject to by-law 7.4, if you keep an animal under this by-law 7 you must ensure that the animal does not wander onto another lot or common property. If it is necessary to take your animal on to common property (e.g. to transport if out of Luxe), you must restrain it (e.g. by leash or pet cage) and control it at all times.

7.4 Conditions for keeping an animal

The Owners Corporation may make conditions if it gives you consent to keep an animal.



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A condition that automatically applies if you keep an animal under this by-law 7 is that the Owners Corporation has the right at any time to order you to remove your animal if:

- (a) it becomes offensive, vicious, aggressive, noisy or a nuisance;
- (b) you do not comply with your obligations under this by-law 7;
- (c) you breach a condition made by the Owners Corporation when it gave you consent to keep the animal; or
- (d) if you keep a dog, your dog is a dangerous dog or is not registered under the *Companion Animals Act 1998* (NSW).

7.5 Responsibilities

You are responsible:

- (a) to other Owners and Occupiers and people using Common

Property for:

- (i) any noise your animal makes which causes unreasonable disturbance; and
 - (ii) damage to or loss of property or injury to any person caused by your animal; and
- (b) to clean up after your animal.

8 Erecting a sign

8.1 What are your obligations?

Subject to the architectural code, if your lot is used for commercial purposes, you may erect a sign in your lot.

8.2 Signage guidelines?

In addition to complying the architectural code, any sign you erect outside your lot must comply with the signage guidelines as adopted by the owners corporation from time to time. The owner of a lot must maintain and keep in a state of good and serviceable repair any sign that services the lot and the common property affected by it.

8.3 The developer

While the developer is an owner, the developer does not need consent from the owners corporation to erect and display a sign under this by-law (including a "For Sale" or a "For Lease" signs) in a lot or on common property.



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8.4 Directional signage

The owners corporation must maintain the occupancy and directional signposts in the locations shown on the plan forming part of the signage guidelines. The owners corporation must place on the occupancy and directional signposts the following details for each lot:

- (a) the name of the business conducted on a lot;
- (b) the type of business;
- (c) such other information as may be determined by the owners corporation as appropriate.

9 Fire control

9.1 What are your obligations?

You may keep combustible or flammable materials in your lot or on your terrace only if you:

- (a) use them in connection with the lawful use of your lot; and
- (b) keep them in reasonable quantities according to the guidelines of government agencies and these by-laws; and
- (c) the materials are not prohibited by the owners corporation or by any law.

You and the owners corporation must comply with laws about fire control.

9.2 Restrictions about fire safety

- (a) You must not:
 - (i) keep combustible or flammable materials on common property;
 - (ii) interfere with fire safety equipment;
 - (iii) obstruct fire stairs or fire escapes; or
 - (iv) keep combustible or flammable materials in the car space or utility lot for your lot; or
 - (v) utilise your any part of your lot for storage of unreasonable amounts of combustible or flammable materials; or
 - (vi) install combustible surface linings on any part of your lot.



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9.3 False fire alarms

If any act or omission by you (or any person in the building at your invitation) results in the activation of a fire alarm in the absence of a fire, you must pay or reimburse the strata committee for the all costs, fees or charges the strata committee incurs (as a liquidated sum payable on demand) resulting from activation of the alarm. The costs include costs payable to the fire consultants, fire brigade or other emergency services.

10 Moving and delivering stock, furniture and goods

10.1 Moving in

You must make arrangements with the owners at least 48 hours before you move in to or out of Luxe or move large articles (e.g. furniture) through common property. You must ensure that your tenants and any occupiers of your lot comply with this by-law as if they were an owner.

10.2 What are your obligations?

When you take deliveries or move furniture or goods through Luxe at any time, you must:

- (a) comply with the reasonable requirements of the owners corporation, including requirements to fit an apron cover to the common property lift;
- (b) repair any damage you (or the person making the delivery) cause to common property or other parts of Luxe; and
- (c) if you (or the person making the delivery) spill anything onto common property, immediately remove the item and clean that part of the common property or other parts of Luxe.

10.3 Role of the caretaker

- (a) The owners corporation may appoint the caretaker to assist it to perform its functions under this by-law. If this happens, you must:
 - (i) make arrangements with the caretaker when you move in or out of Luxe; and
 - (ii) comply with the reasonable requirements of the caretaker when you take deliveries or move furniture or goods through Luxe.

10.4 Bicycles

You must not transport bicycles in the lifts. Bicycle racks for bicycles are available in the car park.

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10.5 Damage to common property

You will be liable to reimburse the owners corporation for the cost of repairing any damage to the common property by you, your tenant or occupier while moving into, or out of, the building.

11 Traffic and Parking in common property

11.1 Parking and traffic flow

- (a) You must not park or stand a vehicle on common property.
- (b) All vehicles must always be driven into and out of Luxe in a forward direction.

11.2 Controlling traffic in Luxe

In addition to its powers under the Management Act the owners corporation has the power to:

- (a) impose a speed limit for traffic in common property;
- (b) impose reasonable restrictions on the use of common property driveways and parking areas;
- (c) install speed humps and other traffic control devices in common property;
- (d) install signs about parking; and
- (e) install signs to control traffic in common property and, in particular, traffic entering and leaving Luxe.

12 How to dispose of your garbage

12.1 General obligations

You must not deposit or leave garbage or recyclable materials:

- (a) on common property; or
- (b) in an area of your lot which is visible from outside your lot; or
- (c) in your car space in Luxe.

If you spill garbage on common property, you must immediately remove that rubbish and clean that part of common property.

12.2 General obligations

Subject to this by-law 12.2, the owners corporation must repair and maintain the garbage storage areas at its cost.



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12.3 How to dispose of your garbage

You must:

- (a) leave your other garbage and recyclable materials in the area designated by the owners corporation for that purpose;
- (b) recycle your garbage according to instructions from the owners corporation and Council;
- (c) drain and clean bottles and make sure they are not broken before you place them in the area designated by the owners corporation for that purpose; and
- (d) contact the strata committee to remove (at your cost) your large articles of garbage, recyclable materials, liquids or other articles that Council will not remove as part of its normal garbage collection service.

12.4 Rules for using garbage chutes

If your building is equipped with a garbage chute, you must not:

- (a) put bottles or glass in a garbage chute;
- (b) put liquids in a garbage chute;
- (c) put items that weigh more than 2.5 kilograms in a garbage chute; or
- (d) put boxes or large items in a garbage chute that might block it.

13 Carrying out building works

13.1 When do you need consent?

Subject to the by-laws and the Management Act, you must have consent from the owners corporation to carry out building works.

13.2 When is consent not necessary?

You do not need consent from the owners corporation under this by-law to carry out:

- (a) cosmetic works; or
- (b) building works that you are entitled to carry out under an exclusive use by-law.

However, you must comply with by-laws 13.3 to 13.5 when you erect the sign or carry out the building works.



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13.3 Procedures before you carry out building works

When you carry out building works, you must:

- (a) obtain necessary consents from the owners corporation and government agencies;
- (b) find out where service lines and pipes are located;
- (c) obtain consent from the owners corporation if you propose to interfere with or interrupt services; and
- (d) if you do not need consent to carry out the building works, give the owners corporation a written notice describing what you propose to do (for example, install a new kitchen). You must give the notice at least 14 days before you start the building works.

13.4 Procedures when you carry out building works

If you carry out building works, you must:

- (a) use qualified, reputable and, where appropriate, licensed contractors approved by the owners corporation;
- (b) carry out the building works in a proper manner and to the reasonable satisfaction of the owners corporation; and
- (c) repair any damage you (or persons carrying out the building works for you) cause to common property or the property of another owner or occupier.

13.5 Making arrangements with the owners corporation

Before you carry out building works (including building works for which you do not require consent from the owners corporation), you must:

- (a) arrange with the owners corporation a suitable time and means by which to access Luxe for purposes associated with those building works;
- (b) comply with the reasonable requirements of the owners corporation about the time and means by which you must access Luxe; and
- (c) ensure that contractors and any persons involved in carrying out the building works comply with the reasonable requirements of the owners corporation about the times and means by which they must access Luxe.

14 Inter-tenancy walls

14.1 When may you alter or remove an inter-tenancy wall?

You may alter or remove an inter-tenancy wall if:

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- (a) you own the lots separated by the inter-tenancy wall or you have the consent of the owner of the adjoining lot;
- (b) it is not a structural wall;
- (c) before you carry out the work, you provide the owners corporation with a certificate from a qualified structural engineer reasonably acceptable to the owners corporation that the wall is not a structural wall and that the proposed work and the method of carrying out the work will not adversely affect common property or other lots (including services to those lots); and
- (d) you comply with the procedures in this by-law.

Otherwise, you must have the consent of the owners corporation to alter or remove an inter-tenancy wall.

14.2 What consents are necessary?

You do not need consent from the owners corporation to alter or remove an inter-tenancy wall (provided that you comply with the requirements of this by-law). However, you must obtain all necessary consents from government agencies before you alter or remove an inter-tenancy wall.

14.3 What are the conditions for carrying out the work?

It is a condition of you altering or removing an inter-tenancy wall that you:

- (a) carry out the work in the method certified by the structural engineer under by-law 14.1;
- (b) if appropriate, comply with section 14 of the Development Act and lodge any necessary building alteration plan with the Registrar-General;
- (c) comply with by-laws 13.3 to 13.5; and
- (d) acknowledge for yourself and future owners of your lot that the owners corporation does not have to reinstate the inter-tenancy wall.

15 Damage to common property

15.1 What are your obligations?

Subject to the by-laws, you must:

- (a) use common property equipment only for its intended purpose;
- (b) immediately notify the owners corporation if you know about damage to or a defect in common property; and

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- (c) compensate the owners corporation for any damage to common property caused by you, your visitors or persons doing work or carrying out building works in Luxe on your behalf.

15.2 When will you need consent from the owners corporation?

Subject to the by-laws, you must have consent from the owners corporation to:

- (a) interfere with or damage common property;
- (b) remove anything from common property that belongs to the owners corporation; or
- (c) interfere with the operation of common property equipment.

16 Insurance premiums

16.1 Consent from the owners corporation

You must have consent from the owners corporation to do anything that might invalidate, suspend or increase the premium for an insurance policy effected by the owners corporation.

16.2 Payments for increased premiums

If the owners corporation gives you consent under this by-law, it may make conditions that, without limitation, require you to reimburse the owners corporation for any increased premium. If you do not agree with the conditions, the owners corporation may refuse its consent.

17 Security at Luxe

17.1 Rights and obligations of the owners corporation

The owners corporation must take reasonable steps to:

- (a) stop intruders coming into Luxe; and
- (b) prevent fires and other hazards.

17.2 Installation of security equipment

In addition to its powers under the Management Act, the owners corporation has the power to install and operate in common property audio and visual security cameras and other audio and visual surveillance equipment for the security of Luxe.

17.3 Restricting access to common property

In addition to its powers under the Management Act, the owners corporation has the power to:



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- (a) close off or restrict by access to parts of common property that do not give access to a lot; and
- (b) restrict by security key your access to levels in Luxe where you do not own or occupy a lot or have a right to use under an exclusive use by-law; and
- (c) carry out an audit of security keys from time to time to de-activate keys which are not held or used according to this by-law.

17.4 Providing owners and occupiers with security keys

The strata committee is responsible to provide security keys for Luxe.

17.5 What are your obligations?

You must:

- (a) comply with the reasonable instructions of the owners corporation about security keys and, in particular, instructions about re-coding and returning security keys;
- (b) take all reasonable steps not to lose security keys;
- (c) assist the owners corporation when it conducts an audit of security keys;
- (d) return security keys to the strata committee if you do not need them or if you are no longer an owner or occupier; and
- (e) notify the strata committee immediately if you lose a security key.

You must not:

- (f) copy a security key; or
- (g) give a security key to someone who is not an owner or occupier.

17.6 Procedures if you lease your lot

If you lease or licence a lot, you must include a requirement in the lease or licence that the occupier return security keys to the strata committee when they no longer occupy the lot.

17.7 Restriction on exercising rights under this by-law

The owners corporation must not:

- (a) shut down or interfere with the integrated security system for Luxe; or
- (b) restrict access to parts of common property which are required for access to the residential car park areas in Luxe.



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18 Band room

18.1 Use of band room

The common property facilities include a band room (on ground level). The owners corporation must administer this facility on behalf of the owners and occupiers.

18.2 What are the conditions of use?

The owners corporation may:

- (a) make rules regarding use of the band room and post those rules in this facility;
- (b) implement a roster system for use of the band room;
- (c) secure access to the band room;
- (d) temporary suspend access to or close the band room; and
- (e) allow functions to be held in the band room.

18.3 Compliance with conditions of use

Your right to use the band room is conditional on you complying (and ensuring your invitees comply) with any conditions of use imposed by the owners corporation on the band room from time to time. If you fail to comply with those conditions, the owners corporation may suspend your right to use the band room (including by de-activating your security key for those areas).

19 Installing an air conditioning unit

19.1 Exclusive use by-law

This is an exclusive use by-law. The owners corporation may make, amend or cancel it only by special resolution and with the written consent of the owner of each lot that benefits from the exclusive use by-law.

19.2 Exclusive use rights

Each owner of a lot who has obtained the consent of the owners corporation to install an air conditioning unit has the special privilege to, at the cost of the owner:

- (a) install and keep an air conditioning unit:
 - (i) on the terrace of your lot in an area which is not visible from outside your lot or another area permitted under the architectural code; and

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- (ii) on and through that part of the common property that forms the most direct and practical route between the split components of the air conditioning unit; and
- (b) make minor alterations to common property to enable installation of the air conditioning unit; and
- (c) connect the air conditioning unit to electricity separately metered to your lot.

19.3 What are your obligations?

You must, at your cost:

- (a) obtain the approval of the owners corporation to the type of air conditioning unit to be installed prior to installation; and
- (b) obtain any consents or approvals required of Council or government agencies in relation to your air conditioning unit; and
- (c) comply with the requirements of the Protection of the Environment Operations (Noise Control) Regulation 2008; and
- (d) ensure your air conditioning equipment is not audible within a habitable room in any other lot before 8:00 am and after 10:00 pm on any Saturday, Sunday or public holiday or before 7:00 am and after 10:00 pm on any other day (or such other times as prescribed by law); and
- (e) ensure your air conditioning equipment does not emit a sound pressure level when measured at the boundary of any residential lot which exceed the background (LA90, 15 minutes) by more than 5dB(A) when the source level is measured as a LAeq 15 minute; and
- (f) comply with the requirements of government agencies about air conditioning equipment; and
- (g) use, maintain and repair your air conditioning unit or components of it (including replacing component as necessary):
 - (i) in accordance with the manufacturer's specifications; and
 - (ii) to ensure it does not make noise in a way that might unreasonably interfere with the use and enjoyment of a lot or common property by another owner or occupier or substantially exceed noise emission levels specified by the manufacturer; and
- (h) obtain consent from the owners corporation to penetrate any walls or slabs and, if consent is granted (which may be on terms and conditions the owners corporation determines), you must observe

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those terms and conditions. You must fire proof any penetration of the common property walls or slabs to meet the Australian fire standards required for the building in Luxe; and

- (i) maintain and repair that part of the common property where your air conditioner unit (or any part of it) is fitted and installed (excluding structural maintenance and repairs); and
- (j) use contractors approved by the owners corporation to maintain and repair that part of the common property where your air conditioner unit is fitted and installed; and
- (k) repair damage caused by exercising rights or complying with obligations under the exclusive use by-law to common property or the property of another owner or occupier.

19.4 Approval of owners corporation

When considering an owner's application for approval to a type of air conditioner unit, the owners corporation:

- (a) must not unreasonably withhold their approval; and
- (b) may take into consideration:
 - (i) the impact of the air conditioner unit on the visual appearance of Luxe when viewed from outside Luxe; and
 - (ii) the noise emission levels of the type of air conditioner unit and the impact this may have on other owners and occupiers with reference to the architectural code and paragraph (a) of by-law 5.1; and
 - (iii) any list approved by the strata committee of the type or types of air conditioner unit appropriate for installation whether or not the type of air conditioner unit has been the subject of an owners' application for approval under this exclusive use by-law.

An owner does need to obtain consent of the owners corporation under this by-law if the proposed air conditioning installation is to be carried out under a development consent issued by Council before registration of the Luxe strata plan and the installation is carried out according to that development consent.

19.5 Rights and obligations of the owners corporation

The owners corporation:

- (a) must keep the common property areas that are the subject of this exclusive use by-law in good structural repair and condition and,



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where necessary, repair, maintain or replace those areas at the cost of the owners of lots according to this by-law; and

- (b) must provide condenser water to each air-conditioned lot to supply air conditioning through air conditioning services; and
- (c) may include those amounts you owe under this by-law in notices for your administrative fund or sinking fund contributions.

19.6 Paying costs

- (a) You must pay your share of the costs of the owners corporation under this by-law in shares proportional to the unit entitlement of your lot. The owners corporation may:
 - (i) include your costs in your administrative fund or sinking fund contributions; and
 - (ii) require you to pay those amounts in advance and quarterly (or for other periods reasonably determined by the owners corporation).

19.7 Occupiers may exercise rights

The owner of each lot that has the benefit of this exclusive use by-law may allow the occupier of their lot to exercise the rights of the owner under the exclusive use by-law. However, the owner remains responsible to the owners corporation and, where appropriate, government agencies to comply with the obligations of the owner under this exclusive use by-law.

19.8 Indemnities

The owner of each lot that has the benefit of this exclusive use by-law indemnifies the owners corporation against all claims and liability caused by the owner or occupier exercising rights or complying with obligations under this exclusive use by-law.

19.9 Additional insurances

In addition to their obligations under this by-law, the owner of each lot which has the benefit of this exclusive use by-law must reimburse the owners corporation for any increased premium for any insurance policies of the owners corporation caused as a result of the exercise of the owner's rights or performance of obligations under the exclusive use by-law.

20 Agreement with cleaner

20.1 Appointing a cleaner

The owners corporation has the power to appoint and enter into agreements with a cleaner (which subject to by-law 20.5(c) may be the same person as the caretaker or site manager) to provide cleaning services in relation to common property. The owners corporation may exercise its power under this by-law

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in its capacity as an owners corporation and in its capacity as a member of the strata committee.

20.2 Initial period

The owners corporation may enter into agreements with a cleaner during the initial period. If the owners corporation enters into an agreement with a cleaner during the initial period, the term of the agreement must not extend beyond the date of the First Annual General Meeting of the owners corporation, or such longer term as permitted under the Management Act or other applicable law.

20.3 Agreements after the initial period

If the owners corporation enters into an agreement with a cleaner after the initial period:

- (a) the term of the agreement may be for the period determined by the owners corporation (acting reasonably) and complying with the Management Act; and
- (b) the remuneration of the cleaner under the agreement may be the amount determined by the owners corporation (acting reasonably).

20.4 Other services

Under the agreement, the owners corporation may allow the cleaner to provide other services to owners and occupiers in Luxe at their cost. The agreement must contain an acknowledgment by the cleaner that owners and occupiers in Luxe are not bound to use the services provided by the cleaner.

21 How are consents given?

21.1 Who may give consent?

Unless a by-law states otherwise (see by-law 25 “Consents to building works and minor renovations”), consents under the by-laws may be given by:

- (a) the owners corporation at a general meeting; or
- (b) the strata committee at a meeting of the strata committee.

21.2 Conditions

- (a) The owners corporation or the strata committee may make conditions if they give you consent to do things under the by-laws. You must comply with the conditions.

21.3 Can consent be revoked?

The owners corporation or the strata committee may revoke their consent if you do not comply with:

- (a) conditions made by them when they gave you consent; or

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- (b) the by-law under which they gave you consent.

22 Failure to comply with by-laws

22.1 Powers of the owners corporation

The powers of the owners corporation under this by-law are in addition to those that it has under the Management Act.

22.2 What can the owners corporation do?

The owners corporation may do anything on your lot that you should have done under the Management Act or the by-laws but which you have not done or, in the opinion of the owners corporation, have not done properly.

The owners corporation must give you a written notice specifying when it will enter your lot to do the work. You must:

- (a) give the owners corporation (or persons authorised by it) access to your lot according to the notice and at your cost; and
- (b) pay the owners corporation for its costs for doing the work.

The owners corporation may recover any money you owe it under the by-laws as a debt.

22.3 Site manager?

The owners corporation may appoint the site manager to monitor compliance with by-laws or administer standards under the by-laws. If the owners corporation makes such an appointment the site manager acts with the authority of the owners corporation.

23 Service of documents on owner of a lot by owners corporation

A document may be served on an owner of a lot by electronic means if the owner has given the owners corporation an e-mail address for the service of notices and the document is sent to that address.

24 Agreement for landscaping works

In addition to its powers and functions under the Act, the owners corporation has the power and authority to enter into an agreement with the developer to carry out landscaping works on the common property to convert common property in the strata scheme used as a private vehicle access way to permanent landscaped area provided:

- (a) any such private access way giving vehicular access to the car park in the strata scheme is made redundant by public road access; and
- (b) the works are carried out at no cost to the owners corporation; and

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(c) the works are carried out after expiry of the initial period.

25 Consents to building works and minor renovations

25.1 Consent to building works

The owners corporation may determine an application for consent for works referred to in section 111 of the Management Act (being works which are neither cosmetic works nor minor renovations) by ordinary resolution in general meeting. However, if in the opinion of the meeting, the building works will result in material repair, maintenance or other obligations incurring a cost, that consent may only be granted by by-law under section 111(b) of the Management Act imposing those obligations on the applicant owners.

25.2 Consent to minor renovations

The owners corporation delegates the power to make decisions to carry out minor renovations to the strata committee.

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Signing page

EXECUTED by ICHTHYS PTY LTD ACN 168 051 134

in accordance with section 127(1) of the Corporations Act 2001:

Signature of Sole Director & Secretary

Tenny George Andriastika

Name of Sole Director & Secretary

EXECUTED by PSARY PTY LTD ACN 168 050 057

in accordance with section 127(1) of the Corporations Act 2001:

Signature of Sole Director & Secretary

Tenny George Andriastika

Name of Sole Director & Secretary

**Approval of Mortgagee under mortgage AK531937
Westpac Banking Corporation ACN 007 457 141**

Certified correct for the purposes of the
Real Property Act 1900 by the Mortgagee

SIGNED by MARK DREW as
attorney for Westpac Banking Corporation
under power of attorney 1544 4299 No. 332

(Signature) Tier Three Attorney

By Executing this instrument the attorney
states that the attorney has received no notice
of the revocation of the power of attorney.

I certify that I am an eligible witness and that the
attorney whose signature appears above signed
this instrument in my presence

Signature of witness:

Name of witness: BENJAMIN LEVY

Address of witness: Level 3, 275 Kent St
Sydney NSW 2000

S117RP Act requires that you must have known
the signatory for more than 12 months or have
sighted identifying documentation.

25.5.2017



REGISTERED