

# SydneyStrataReport

property strata inspections

0478 151999 | (02) 80114701 | [servicedesk@stratareport.net.au](mailto:servicedesk@stratareport.net.au) | [www.stratareport.net.au](http://www.stratareport.net.au)



## STRATA REPORT

Client	Infinity Property Agents
Address of property	Unit 204/3 Herbert Street, St Leonards, NSW.
Lot	19
Strata Plan	SP 67702
Name of Strata Management Co.	McCormacks Strata Management
Telephone Number of Strata Agent	9299 6722
Report Date	20 January 2022

## General Information

Owner's Name	Silkyear Pty Ltd
--------------	------------------

## Levy Contributions

Administration Fund contribution.	\$1,083.21
Capital Works contribution.	\$217.85
Are There any Special Levies?	No on records presented.
Admin. Fund Balance Approx.	\$23,478.04
Sinking Fund Balance.	\$2,530,269.29

## Insurances

Building Insurance	Yes
Insurance Company	Chubb Insurance
Due Date	31 October 2022
Fire Safety Report ?	Yes
Certificate Date.	2021
Pet Friendly?	Owners corporation permission needed.

## Meetings

Annual General Meeting 23 October 2017	Administration Fund set at \$1,280,000.00 p.a. Sinking Fund set at \$520,000.00 p.a. Building insurance continued, Motion 18: Occupancy limits bylaw passed recorded indicating possible disharmony in relation to this matter.
---	---

	<p>All other matters were meeting formalities and general maintenance as per the scan below, no major works tabled.</p> <p>Executive Committee Meeting: Maintenance recorded was general in nature as per the scan of this meeting below. Meeting closed.</p>
<p>Annual General Meeting 10 October 2018</p>	<p>Administration Fund set at \$1,320,000.00 p.a. Sinking Fund set at \$520,000.00 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>Executive Committee Meeting: Meeting formalities recorded only. Meeting closed.</p>
<p>Annual General Meeting 16 September 2019</p>	<p>Administration Fund set at \$1,540,000.00 p.a. Sinking Fund set at \$369,904.00 p.a. Building insurance continued, Motion 29: Use of car spaces bylaw passed, All other matters were meeting formalities and general maintenance as per the scan below, no major works tabled.</p> <p>Executive Committee Meeting: Maintenance recorded was general in nature as per the scan of this meeting below. Meeting closed.</p>
<p>Annual General Meeting 2020</p> <p>Strata Committee Meeting 23 November 2020</p>	<p>No AGM was held.</p> <p>General matters recorded only, no AGM held due to the COVID19 issue.</p>
<p>Annual General Meeting 1 March 2021</p>	<p>Administration Fund set at \$1,614,000.00 p.a. Sinking Fund set at \$317,320.00 p.a. Building insurance continued, Motion 16: Short term letting bylaw passed, conditions of this bylaw are as per the attachment below. All other matters were meeting formalities and general maintenance as per the scan below, no major works tabled.</p>

	<p>Executive Committee Meeting:  Maintenance recorded was general in nature as per the scan of this meeting below.  Meeting closed.</p>
Other comments.	<p>This report is to be taken in context and in conjunction with the scans below.  The builder Lend Lease remediated building defects in the 2012-2013 period, no major defect works appear to be planned on records presented since this period.  No major works or special levies are planned on records presented.</p>



Liability limited by a scheme approved under Professional Standards Legislation

# Strata Plan No. 67702

[illegible]



# Strata Plan No. 67702

[illegible]

# Strata Plan No. 67702

[illegible]

# INSURANCE REPORT

## Strata Plan No. 67702

Forum West  
3 Herbert Street  
ST LEONARDS NSW

Type <b>BUILDING</b>	Sum Insured <b>758,159,732</b>	Premium	Date Last Paid <b>19/11/21</b>
Company/Broker <b>Chubb Insurance Company StrataAdvise PO Box 426 North Sydney NSW 2059</b>	Telephone <b>02 8923 1080</b>	Policy Number <b>93213191 &amp; QUSS042828 &amp; INRS0618020227</b>	Due Date <b>31 October 2022</b>
	Facsimile	Excess/Comments <b>Please refer to policy \$5,000 Chubb - 50% QUS - 30%, SCI 20%</b>	

Type <b>PUBLIC LIABILITY</b>	Sum Insured <b>50,000,000</b>	Premium	Date Last Paid <b>19/11/21</b>
Company/Broker <b>Chubb Insurance Company StrataAdvise PO Box 426 North Sydney NSW 2059</b>	Telephone <b>02 8923 1080</b>	Policy Number <b>93207569</b>	Due Date <b>31 October 2022</b>
	Facsimile	Excess/Comments <b>\$5,000</b>	

Type <b>OFFICE BEARERS</b>	Sum Insured <b>20,000,000</b>	Premium <b>INCLUDED</b>	Date Last Paid <b>19/11/21</b>
Company/Broker <b>Chubb Insurance Company StrataAdvise PO Box 426 North Sydney NSW 2059</b>	Telephone <b>02 8923 1080</b>	Policy Number <b>93207569</b>	Due Date <b>31 October 2022</b>
	Facsimile	Excess/Comments <b>\$1000</b>	

Type <b>MACHINERY BREAKDOWN</b>	Sum Insured <b>100,000,000</b>	Premium <b>INCLUDED</b>	Date Last Paid <b>19/11/21</b>
Company/Broker <b>Vero Insurance Limited StrataAdvise PO Box 426 North Sydney NSW 2059</b>	Telephone <b>02 8923 1080</b>	Policy Number <b>MEB020029498</b>	Due Date <b>31 October 2022</b>
	Facsimile	Excess/Comments <b>10,000</b>	

Type <b>LOSS OF RENT</b>	Sum Insured <b>280,000,000</b>	Premium <b>INCLUDED</b>	Date Last Paid <b>19/11/21</b>
Company/Broker <b>Chubb Insurance Company StrataAdvise PO Box 426 North Sydney NSW 2059</b>	Telephone <b>02 8923 1080</b>	Policy Number <b>93213191</b>	Due Date <b>31 October 2022</b>
	Facsimile	Excess/Comments <b>\$1,000</b>	

Type <b>VOLUNTARY WORKERS</b>	Sum Insured <b>200K/2K</b>	Premium <b>INCLUDED</b>	Date Last Paid <b>19/11/21</b>
Company/Broker <b>Chubb Insurance Company StrataAdvise PO Box 426 North Sydney NSW 2059</b>	Telephone <b>02 8923 1080</b>	Policy Number <b>93207569</b>	Due Date <b>31 October 2022</b>
	Facsimile	Excess/Comments <b>7 days</b>	



# INSURANCE REPORT

## Strata Plan No. 67702

Forum West  
3 Herbert Street  
ST LEONARDS NSW

Type <b>CONTENTS</b>	Sum Insured <b>7,506,532</b>	Premium <b>INCLUDED</b>	Date Last Paid <b>19/11/21</b>
Company/Broker <b>Chubb Insurance Company StrataAdvise PO Box 426 North Sydney NSW 2059</b>	Telephone <b>02 8923 1080</b>	Policy Number <b>93213191</b>	Due Date <b>31 October 2022</b>
	Facsimile	Excess/Comments <b>\$1,000</b>	

Type <b>FIDELITY GUARANTEE</b>	Sum Insured <b>100,000</b>	Premium <b>INCLUDED</b>	Date Last Paid <b>19/11/21</b>
Company/Broker <b>Chubb Insurance Company StrataAdvise PO Box 426 North Sydney NSW 2059</b>	Telephone <b>02 8923 1080</b>	Policy Number <b>93207569</b>	Due Date <b>31 October 2022</b>
	Facsimile	Excess/Comments <b>\$1000</b>	

Type <b>PROFESSIONAL FEES</b>	Sum Insured <b>30,000</b>	Premium <b>INCLUDED</b>	Date Last Paid <b>19/11/21</b>
Company/Broker <b>Chubb Insurance Company StrataAdvise PO Box 426 North Sydney NSW 2059</b>	Telephone <b>02 8923 1080</b>	Policy Number <b>93207569</b>	Due Date <b>31 October 2022</b>
	Facsimile	Excess/Comments <b>1,000</b>	

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

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

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

**STRATA ROLL**  
(Section 177)

**Strata Plan No. 67702**

**LOT NO. 19**

**UNIT NO. 204**

**ACCOUNT NO: 02100019**

ORIGINAL OWNER

Name of Original Owner of Lot	Address for service of notices on Original Owner	Lot Number	Unit Number
<b>Winten Property Group</b>	<b>Level 10, 61 Lavender Street Milsons Point NSW 2061</b>	<b>19</b>	<b>204</b>

LOT ENTITLEMENT

Lot Entitlement	Date of receipt by owners corporation of schedule of lot entitlement
<b>237</b>	<b>01/05/03</b>

PARTICULARS OF SUBSEQUENT OWNERS

Full Name of Owner of Lot	Address for service of notice on Owner	Date of receipt Notice
<b>Silkyear Pty Limited</b>	<b>C/-Infinity Property Agents Suite 30, 112-133 McEvoy St Alexandria NSW 2015</b>	<b>12/12/13</b>
<b>Silkyear Pty Limited</b>	<b>C/-Infinity Property Agents 38/112-133 McEvoy Street Alexandria NSW 2015</b>	<b>14/05/14</b>
<b>Silkyear Pty Limited</b>	<b>2108/3 Herbert Street St Leonards NSW 2065</b>	<b>10/10/14</b>
<b>Silkyear Pty Limited</b>	<b>2108/3 Herbert Street St Leonards NSW 2065</b>	<b>10/10/14</b>
<b>Silkyear Pty Limited</b>	<b>2108/3 Herbert Street St Leonards NSW 2065</b>	<b>11/07/18</b>

NOTIFICATION OF MORTGAGE

Full name of mortgagee	Address for service of notice	Date of receipt of notice of mortgage	Date of receipt of notice of discharge	Date of receipt of possession notice
------------------------	-------------------------------	---------------------------------------	--	--------------------------------------

NOTIFICATION BY NOMINEES

Full name of Corporation	Owner or Mortgagee	Full name of company nominee	Date of receipt by of notice
--------------------------	--------------------	------------------------------	------------------------------

**Strata Plan No. 67702****LOT NO. 19****UNIT NO. 204****ACCOUNT NO: 02100019**

## NOTIFICATION OF LEASE

Full name of lessee of lot	Address for service of notices on lessor	Address for service of notices on lessee	Date of receipt by owners corporation of notice of the commencement or assignment of the lease	Date of receipt by owners corporation of notice of Termination
----------------------------	--	--	--	--

## OTHER INTEREST

Full name of person entitled to lot otherwise than as transferee	Address for service of notices	Date of receipt notice
--	--------------------------------	------------------------

## OTHER PERSONS REQUIRED TO BE NOTICED

Full Name of any person whose address for the service of notices is shown on a notice given to the owners corporation	Address for service of notices	Date of receipt of notice of relevant notice
---	--------------------------------	--

## NOTIFICATION OF AGENT IN RESPECT OF LEASE

Full name of Real Estate Agent	Address for service of notices	Date of receipt by owners corporation of notice of appointment	Date of receipt by owners corporation of notice of cessation of appointment
--------------------------------	--------------------------------	--	---

**\*\*infinity Property Agents****38/112 McEvoy Street  
Alexandria NSW 2015****11/07/18**

# Strata Plan No. 67702

## BALANCE SHEET

AS AT 20 JANUARY 2022

	ACTUAL 20/01/2022	ACTUAL 30/06/2021
<b><u>OWNERS FUNDS</u></b>		
Administrative Fund	23,478.04	160,432.79
Capital Works Fund	2,530,269.29	2,400,446.52
<b><u>TOTAL</u></b>	<b><u>\$ 2,553,747.33</u></b>	<b><u>\$ 2,560,879.31</u></b>
<b><u>THESE FUNDS ARE REPRESENTED BY</u></b>		
<b><u>CURRENT ASSETS</u></b>		
Cash At Bank	562,696.33	192,550.16
Investment Account 1	2,062,717.69	2,160,505.38
Levies In Arrears	61,768.13	62,165.88
Other Arrears	5,992.44	36,030.72
Secondary Debtors	0.00	3,459.20
Petty Cash	151.65	583.90
Debtors/Prepayments-Admin	104,688.00	190,577.00
<b><u>TOTAL ASSETS</u></b>	<b><u>2,798,014.24</u></b>	<b><u>2,645,872.24</u></b>
<b><u>LIABILITIES</u></b>		
G S T Clearing Account	(5,009.64)	5,625.23
Creditors/Accruals-Admin	0.00	5,083.77
Creditors	50,606.42	0.00
Deposits Held - Pet Bond	400.00	0.00
Arrears Fees	312.00	0.00
Taxation	0.00	680.00
Levies In Advance	197,958.13	73,603.93
<b><u>TOTAL LIABILITIES</u></b>	<b><u>244,266.91</u></b>	<b><u>84,992.93</u></b>
<b><u>NET ASSETS</u></b>	<b><u>\$ 2,553,747.33</u></b>	<b><u>\$ 2,560,879.31</u></b>

# Strata Plan No. 67702

## STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 01 JULY 2021 TO 20 JANUARY 2022

	ACTUAL 01/07/21-20/01/22	BUDGET 01/07/21-30/06/22	VARIANCE %	ACTUAL 01/07/20-30/06/21
<b><u>ADMINISTRATIVE FUND</u></b>				
<b><u>INCOME</u></b>				
Levies - Administrative Fund	819,000.19	1,650,000.00	49.64	1,613,999.97
Interest On Overdue Levies	1,723.04	1,500.00	114.87	4,637.68
<b><u>OTHER INCOME</u></b>				
Owners Reimbursements	170.44	0.00		580.00
<b><u>TOTAL ADMIN. FUND INCOME</u></b>	<b>820,893.67</b>	<b>1,651,500.00</b>		<b>1,619,217.65</b>
<b><u>EXPENDITURE - ADMIN. FUND</u></b>				
<b><u>ACCOUNTANCY &amp; AUDIT</u></b>				
Accountancy & Audit	1,945.00	2,000.00	97.25	1,995.00
<b><u>ADMINISTRATION EXPENSES</u></b>				
Administration Expenses	4,224.89	4,250.00	99.41	3,343.76
<b><u>AIR CONDITIONING</u></b>				
Contracted Services	1,653.70	3,400.00	48.64	3,307.40
Water Treatment	3,676.20	8,000.00	45.95	6,889.95
Service & Repairs	1,086.50	5,500.00	19.75	4,194.82
<b><u>BANK CHARGES</u></b>				
Bank Charges	1,095.80	2,300.00	47.64	2,131.20
<b><u>BUILDING MANAGEMENT</u></b>				
Contract Services - Management	25,675.38	45,060.00	56.98	42,911.35
Contract Services - Other	0.00	7,000.00	0.00	6,960.00
<b><u>CLEANING</u></b>				
Contracted Services	67,227.00	137,000.00	49.07	126,311.95
Hygiene Services	2,031.42	6,000.00	33.86	5,673.24
Supplies	0.00	1,500.00	0.00	520.03
Windows & Faade	0.00	10,500.00	0.00	10,179.00
<b><u>CONCIERGE COSTS</u></b>				
Contract Fees	153,382.51	266,810.00	57.49	259,036.00
Other Charges	1,258.63	6,450.00	19.51	1,616.75
<b><u>CONSULTING FEES</u></b>				
Consulting Fees	14,356.80	25,000.00	57.43	4,108.00
<b><u>ELECTRICITY</u></b>				
Electricity	105,190.95	250,000.00	42.08	211,789.06
<b><u>FIRE PROTECTION &amp; CONTROL</u></b>				
Contracted Services	1,340.56	11,000.00	12.19	8,483.58
False Alarms	0.00	1,760.00	0.00	3,520.00
Service & Repairs	0.00	5,000.00	0.00	260.00
<b><u>GARDENS &amp; GROUNDS</u></b>				
Gardens & Grounds - Contractor	425.70	4,250.00	10.02	851.40
<b><u>GAS</u></b>				

# Strata Plan No. 67702

## STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 01 JULY 2021 TO 20 JANUARY 2022

	ACTUAL 01/07/21-20/01/22	BUDGET 01/07/21-30/06/22	VARIANCE %	ACTUAL 01/07/20-30/06/21
Gas	1,509.06	4,000.00	37.73	3,355.87
<b><u>INSURANCE</u></b>				
Annual Premium	77,749.84	140,000.00	55.54	127,074.74
Valuation	0.00	1,000.00	0.00	0.00
<b><u>INSURANCE CLAIMS</u></b>				
Insurance Claims	0.00	0.00	0.00	5,605.00
Insurance Excess	0.00	5,000.00	0.00	0.00
Insurance Claim Proceeds	0.00	0.00	0.00	(5,605.00)
<b><u>LIFTS</u></b>				
Maintenance Contract	48,487.54	65,250.00	74.31	63,012.00
Service & Repairs	0.00	2,500.00	0.00	565.00
Workcover Registration	0.00	80.00	0.00	79.00
<b><u>PEST CONTROL</u></b>				
Pest Control	0.00	500.00	0.00	380.00
<b><u>RECREATION FACILITIES</u></b>				
Gym / Sauna	380.00	1,600.00	23.75	683.73
Swimming Pool / Spa	10,901.45	21,500.00	50.70	20,392.31
Water Testing	2,340.00	4,920.00	47.56	4,668.00
<b><u>REPAIRS &amp; MAINTENANCE-BUILDING</u></b>				
Electrical	1,485.19	12,000.00	12.38	6,733.23
Floor Coverings	3,883.26	1,000.00	388.33	420.00
General Maintenance	10,325.68	20,000.00	51.63	20,013.38
Globes & Tubes	0.00	500.00	0.00	0.00
Painting / Wallcoverings	0.00	3,000.00	0.00	5,939.09
Plumbing	5,990.00	5,500.00	108.91	2,571.45
Roofing & Guttering	150.00	10,600.00	1.42	975.00
Windows Doors & Locks	4,891.27	17,000.00	28.77	16,906.48
Water Proofing	0.00	10,000.00	0.00	5,440.00
<b><u>REPAIRS &amp; MAINTENANCE-PLANT</u></b>				
Garbage Compactor	0.00	2,500.00	0.00	782.25
Pumps & Boilers	1,330.00	3,500.00	38.00	3,246.00
<b><u>SECURITY SERVICES &amp; SYSTEM</u></b>				
Contracted Services	17,650.00	30,900.00	57.12	31,273.92
Equipment Maintenance & Replac	0.00	5,000.00	0.00	0.00
<b><u>SHARED FACILITIES</u></b>				
Bmc Levies	116,250.00	105,000.00	110.71	99,998.66
Plaza Deed Contribution	182,786.80	241,350.00	75.74	241,343.74
<b><u>STRATA MANAGEMENT</u></b>				
Contracted Services	37,745.38	79,650.00	47.39	75,469.95
Other Services	5,915.55	5,000.00	118.31	1,679.21
<b><u>TELEPHONE</u></b>				
Telephone	695.64	1,680.00	41.41	1,531.19

# Strata Plan No. 67702

## STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 01 JULY 2021 TO 20 JANUARY 2022

	ACTUAL 01/07/21-20/01/22	BUDGET 01/07/21-30/06/22	VARIANCE %	ACTUAL 01/07/20-30/06/21
<b><u>TELEVISION AERIAL &amp; SYSTEMS</u></b>				
Television Aerial & Systems	0.00	2,000.00	0.00	1,763.60
<b><u>WASTE &amp; RUBBISH REMOVAL</u></b>				
Waste & Rubbish Removal	2,070.00	5,600.00	36.96	5,290.00
<b><u>WATER RATES - USAGE</u></b>				
Water Rates - Usage	40,740.72	93,000.00	43.81	84,194.09
<b><u>TOTAL ADMIN. EXPENDITURE</u></b>	<b>957,848.42</b>	<b>1,703,910.00</b>		<b>1,529,864.38</b>
<b><u>SURPLUS / (DEFICIT)</u></b>	<b><u>\$ (136,954.75)</u></b>	<b><u>\$ (52,410.00)</u></b>		<b><u>\$ 89,353.27</u></b>
Opening Admin. Balance	160,432.79	160,432.79	100.00	71,079.52
<b><u>ADMINISTRATIVE FUND BALANCE</u></b>	<b><u>\$ 23,478.04</u></b>	<b><u>\$ 108,022.79</u></b>		<b><u>\$ 160,432.79</u></b>
NUMBER OF UNITS OF ENTITLEMENT:	0.00	100,000.00		0.00
AMOUNT PER UNIT OF ENTITLEMENT:	0.00	16.50		0.00

# Strata Plan No. 67702

## STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 01 JULY 2021 TO 20 JANUARY 2022

	ACTUAL 01/07/21-20/01/22	BUDGET 01/07/21-30/06/22	VARIANCE %	ACTUAL 01/07/20-30/06/21
<b><u>CAPITAL WORKS FUND</u></b>				
<b><u>INCOME</u></b>				
Levies - Capital Works Fund	162,871.54	330,000.00	49.36	317,229.97
Interst Received On Investment	2,212.31	7,500.00	29.50	11,560.91
<b><u>TOTAL CAPITAL WORKS INCOME</u></b>	<b>165,083.85</b>	<b>337,500.00</b>		<b>328,790.88</b>
<b><u>EXPENDITURE - CAPITAL WORKS</u></b>				
Air Conditioning	0.00	15,000.00	0.00	4,500.80
Awning & Facade	0.00	5,000.00	0.00	0.00
Building Rectification	0.00	290,000.00	0.00	0.00
Consultancy	0.00	10,000.00	0.00	3,500.00
Emergency Lighting	8,189.00	10,000.00	81.89	0.00
Fire Control Systems	0.00	10,000.00	0.00	14,243.00
Garbage Chute/Compactor	0.00	5,000.00	0.00	10,500.00
Hot Water System	0.00	5,000.00	0.00	0.00
Income Tax	409.60	2,250.00	18.20	4,428.70
Landscaping/Grounds	0.00	5,000.00	0.00	0.00
Legal	0.00	10,000.00	0.00	0.00
Lifts	0.00	10,000.00	0.00	0.00
Lighting Upgrade	0.00	5,000.00	0.00	730.40
Miscellaneous	0.00	60,000.00	0.00	0.00
Contingencies	0.00	4,000.00	0.00	0.00
Painting	0.00	50,000.00	0.00	3,420.00
Plant & Equipment	0.00	20,000.00	0.00	3,950.00
Recreation Facilities	3,172.48	5,000.00	63.45	4,514.93
Security	6,490.00	2,000.00	324.50	0.00
Shared Facilities	0.00	50,000.00	0.00	211,416.00
Television	0.00	5,000.00	0.00	0.00
Walls / Ceilings	0.00	50,000.00	0.00	0.00
Water Proofing	17,000.00	50,000.00	34.00	34,802.50
Window Winders	0.00	2,500.00	0.00	0.00
<b><u>TOTAL CAP. WORKS EXPENDITURE</u></b>	<b>35,261.08</b>	<b>680,750.00</b>		<b>296,006.33</b>
<b><u>SURPLUS / (DEFICIT)</u></b>	<b><u>\$ 129,822.77</u></b>	<b><u>\$ (343,250.00)</u></b>		<b><u>\$ 32,784.55</u></b>
Opening Capital Works Balance	2,400,446.52	2,400,446.52	100.00	2,367,661.97
<b><u>CAPITAL WORKS FUND BALANCE</u></b>	<b><u>\$ 2,530,269.29</u></b>	<b><u>\$ 2,057,196.52</u></b>		<b><u>\$ 2,400,446.52</u></b>
NUMBER OF UNITS OF ENTITLEMENT:	0.00	100,000.00		0.00
AMOUNT PER UNIT OF ENTITLEMENT:	0.00	3.30		0.00



# Certificate of Currency

<b>Insured:</b>	The Owners – Strata Plan No 67702 & Forum West Building Management Committee
<b>Policy Number:</b>	93207569
<b>Policy Period:</b>	From: 4PM on 31/10/2020 To: 4PM on 31/10/2021
<b>Particulars Of Insurance:</b>	Residential Strata Insurance
<b>Location:</b>	"Forum West - Residential"- Building 1 + Parking 3 Herbert Street, St Leonards NSW 2065
<b>Sum Insured:</b>	
General Liability	\$50,000,000
Crime Insurance	\$100,000
Machinery Breakdown	Insured Elsewhere
Management Committee Liability	\$20,000,000
Voluntary Workers (in the aggregate any one period)	\$500,000
Voluntary Workers (per volunteer)	\$200,000
Professional Expenses (in the aggregate any one period)	\$30,000
Appeal Expenses (in the aggregate any one period)	\$150,000
<b>Chubb Proportion:</b>	100%
<b>Date:</b>	04 November 2020

All the values on this Certificate of Currency are correct as at 04 November 2020 and may only be subject to change within the Policy Period by written agreement between the Insurer and the Insured.

This Certificate is furnished as a matter of information only and does not constitute an insurance contract upon which claims can be made.

The insurance afforded by the policies described herein is subject to all terms, exclusions and conditions of such policies.



Sean Tween | **Chubb Insurance Australia Limited**  
Strata Specialist & IBU Snr Underwriter Prty NSW

# Fire Safety Statement

Part 9 of the Environmental Planning and Assessment Regulation 2000



**Please note:**

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

## Section 1: Type of statement

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

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

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

Address

3 Herbert Street St Leonards 2065

Lot No. (if known)	DP/SP (if known)	Building name (if applicable)
21	DP1034099/SP 67702	Forum West Residential

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

25 Stories above ground

5 Stories below ground

Class3 Residential; Class 7a Car Park; Class 6 Retail

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

Name

The Owners SP 67702

Address

3 Herbert Street St Leonards 2065

## Section 4: Fire safety measures

Fire safety measure	Minimum standard of performance	Date(s) assessed	CFSP *
Automatic Fire Suppression System (Combined sprinkler/hydrant system)	BCA E 1.5 & Spec E1.5 AS 2118.6 & AS 2419.1	22 <sup>nd</sup> July 2020	MS
Automatic Smoke Detection and Alarm System	BCA E 2.2	22 <sup>nd</sup> July 2020	MS
Smoke Alarm System	BCA E 2.2 & Spec E2.2a AS 3786	22 <sup>nd</sup> July 2020	MS
Smoke Detectors and Heat Detectors	BCA E2.2	22 <sup>nd</sup> July 2020	MS
Fire Hose Reel Systems	BCA E 1.4 AS 2441	22 <sup>nd</sup> July 2020	MS
Emergency Lighting	BCA E4.2 & E4.4 AS/NZS 2293.1	22 <sup>nd</sup> July 2020	MS
Exit Signs	BCA E 4.5, E4.6 & E4.8 AS/NZS 2293.1	22 <sup>nd</sup> July 2020	MS
Portable Fire Extinguishers	BCA E 1.6 AS 2444	22 <sup>nd</sup> July 2020	MS

3 Herbert Street St Leonards 2065



# Fire Safety Statement

Part 9 of the Environmental Planning and Assessment Regulation 2000



Emergency Warning & Intercommunication Systems	BCA E 4.9 AS 12220	22 <sup>nd</sup> July 2020	MS
Fire Control Centre	BCA E1.8 and BCA Spec E1.8	22 <sup>nd</sup> July 2020	MS
Fire Doors	BCA Spec C3.4 AS 1905.1	22 <sup>nd</sup> July 2020	MS
Emergency Lifts	BCA E 3.4 AS 1735.2 1997	22 <sup>nd</sup> July 2020	MS
Fire dampers	AS 1668.1 1990	22 <sup>nd</sup> July 2020	MS
Fire Seals protecting Openings in fire resisting components of the building	BCA C3.15 & Spec C3.15	22 <sup>nd</sup> July 2020	MS
Stair Pressurisation Systems	BCA Spec E2.2a Clause 5 AS 1668.1	22 <sup>nd</sup> July 2020	MS
Smoke Control System	BCA Spec E2.2c	22 <sup>nd</sup> July 2020	MS
Warning and Operational Signs	BCA D 2.23 E3.3	22 <sup>nd</sup> July 2020	MS
Fire Engineering Report Car park smoke seals, fast response sprinkler heads, sprinkler monitoring systems, emergency lighting and exit signs	Scientific Services laboratory Report Ref XR0353/R1 Version 7	22 <sup>nd</sup> July 2020	MS

\* See notes on page 4 about how to correctly identify a Competent Fire Safety Practitioner (CFSP).

## Section 5: Inspection of fire exits and paths of travel to fire exits (Part 9 Division 7)

Part of the building inspected	Date(s) inspected	CFSP *
Total Building	15 <sup>th</sup> July 2020	MS

\* See notes on page 4 about how to correctly identify a Competent Fire Safety Practitioner (CFSP).

## Section 6: Name and contact details of competent fire safety practitioners (CFSPs)

Full name	Phone	Email	Accreditation No. *	Signature
Malcolm Spinks	0401 938 469	spinksm@bigpond.com	F24538	

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

## Section 7: Name and contact details of the person issuing this statement #

Full name **SAMANTHA EDWARDS**

Organisation (if applicable)

**MCCORMACKS STRATA MANAGEMENT**

Phone

**+61 9229 6722**

Title/Position (if applicable)

**PORTFOLIO MANAGER**

Email

**samantha@mccormacks.com.au**

3 Herbert Street St Leonards 2065

Version 3.0 | Effective from 1 February 2020 | NSW Department of Planning, Industry and Environment | 2



# Fire Safety Statement

Part 9 of the Environmental Planning and Assessment Regulation 2000



\* The person issuing the statement must not be a CFSP listed in section 6.

## Section 8: Annual fire safety statement declaration

I, [Click here](#) **SAMANTHA EDWARDS** (insert full name) being the: ☐ owner ☒ owner's agent  
declare that:



- a) each essential fire safety measure specified in this statement has been assessed by a competent fire safety practitioner and was found, when it was assessed, to be capable of performing:
  - i. in the case of an essential fire safety measure applicable by virtue of a fire safety schedule, to a standard no less than that specified in the schedule, or
  - ii. in the case of an essential fire safety measure applicable otherwise than by virtue of a fire safety schedule, to a standard no less than that to which the measure was originally designed and implemented, and
- b) the building has been inspected by a competent fire safety practitioner and was found, when it was inspected, to be in a condition that did not disclose any grounds for a prosecution under Division 7 of Part 9 of the Regulation.

Owner/Agent Signature

*A Edwards*

Date issued

27/07/2020

## Section 9: Supplementary fire safety statement declaration

I, [Click here](#) (insert full name) being the: ☐ owner ☐ owner's agent

declare that each critical fire safety measure specified in the statement has been assessed by a competent fire safety practitioner and was found, when it was assessed, to be capable of performing to at least the standard required by the current fire safety schedule for the building for which this statement is issued.

Owner/Agent Signature

Date issued

### Note:

A current fire safety schedule for the building must be attached to the statement in accordance with the Regulation.

## FIRE SAFETY SCHEDULE

### 3 HERBERT STREET St LEONARDS

Fire Safety Measure	Minimum Standard of Performance
Automatic Fire Suppression Systems (Combined sprinkler /hydrant system)	BCA E 1.5 & Spec E1.5 AS 2118.6 & AS 2419.1
Automatic Smoke Detection & Alarm System	BCA E2.2
Smoke Alarm System	BCA E2.2 & Spec E2.2a AS3786
Smoke Detectors & Heat Detectors	BCA E2.2
Fire Hose Reel System	BCA E 1.4 AS 2441
Emergency Lighting	BCA E4.2 & E4.4 AS 2293.1
Exit Signs	BCA E 4.5 & E 4.6 & E4.8 AS 2293.1
Portable Fire Extinguishers	BCA E1.6 AS 2444
Emergency Warning & Intercommunication System	BCA E4.9 AS2220.1
Fire Control Centre	BCA E1.8 & Spec E1.8
Fire Doors	BCA Spec C3.4 AS 1905.1
Emergency Lifts	BCA E3.4 AS 1735.2 1997
Fire Dampers	AS1668.1 1990
Fire seals protecting openings in fire resisting components of the building	BCA C3.15 & Spec C3.15
Stair Pressurisation System	BCA Spec E2.2a Clause 5 AS1668.1
Smoke Control System	BCA Sec E2.2c AS2665
Paths of Travel	BCA Part D
Warning & Operational Signs	BCA D2.23 & E3.3
Fire Engineering Report Car Park Smoke seals, fast response sprinkler heads, sprinkler monitoring systems emergency lighting and exit signs	Scientific Services Laboratory Report Ref XR0353/R1 Version 7

**Minutes of the Annual General Meeting of The Owners - Strata Plan No 67702 Forum West held on Monday, 23 October 2017 in the Offices of Forum Properties Ltd, 1 Sergeants Lane, St Leonards commencing at 6:01 pm.**

**1. Attendance:**

- a) **Owners Present in Person:** Keryn Rudd (Lot 178), Peter & Susan Dadswell (Lot 259), Frank Ryan (Lot 227), Jon Thorpe (Lot 146), Michael Campbell (Lot 218) and Jeff Chuo-Wei Chen (Lot 213).
- b) **Owners Present by Proxy and Company Nominee:** Chairperson for (Lots 48, 54, 70, 184 & 189) and Frank Ryan for (Lot 283)
- c) **Apologies:** Stephan Kamasz (Lot 235) and Marcell Pavlovec (Lot 283)
- d) **In Attendance:** Toulia Bachas (McCormacks Strata Management)
- e) **Chairperson:** Susan Dadswell chaired the meeting

Quorum

Prior to the commencement of the meeting the Chairperson reported that the persons present in person and by proxy did not constitute a quorum for the meeting, however, pursuant to clause 17(4) in Schedule 1 of the *Strata Schemes Management Act 2015*, the Chairperson declared at 6:52pm that the persons present in person and by proxy constituted a quorum for considering the motions on the agenda.

**2. Minutes**

**Resolved** that the Minutes of the Annual General Meeting held on 26 September 2016 be confirmed as a true and correct record of the proceedings at that meeting.

**3. Financial Statements**

- a) **Resolved** that the Audited Financial Statements for the 12 period ended 30 June 2017 be adopted.
- b) **Resolved** that the supplementary financials for the period 1 July 2017 to 30 September 2017 be noted.
- c) **Resolved** that the audited Financial Statements and the reconciliation for the BMC for the 12 month period ended 30 June 2017 be noted.

**4. Capital Works Fund Plan**

**Resolved** that the Owners Corporation:

- (a) Review the 10-Year Plan for the Capital Works Fund for the 10 year period commencing in 2017; and
- (b) Not to revise or replace the 10-Year Plan for the Capital Works Fund; and
- (c) Acknowledge that the contributions to be raised into the Capital Works Fund compared to the 10 year plan is in line with the plan.

## 5. Budget & Levy Contributions

- a) **Resolved** that the Owners Corporation estimates that, in respect of the period from 1 July 2017 to 30 June 2018 it will need to credit to its Administrative Fund and Capital Works Fund for actual and expected expenditure of the kind set out in sections 79(1) and 79(2) of the Act the amounts set out in the budget that was annexed to the notice of the meeting.
- b) **Resolved** that the Owners Corporation determines that the amounts set out below be levied as contributions to the Administrative Fund and the Capital Works Fund to raise the amounts estimated in Motion 5 (a) as needing to be credited to those funds:
- i) To the Administrative Fund \$1,280,000 (excluding GST); and
  - ii) To the Capital Works Fund \$520,000 (excluding GST).
- c) **Resolved** that the contributions be paid in the 4 instalments as shown in the table below (excluding GST):

Instalment	Due	Administrative	Capital	Total
1 <sup>st</sup> ( <i>already invoiced</i> )	01.08.17	\$ 306,317	\$ 127,006	\$ 433,323
2 <sup>nd</sup>	01.11.17	\$ 324,561	\$ 130,998	\$ 455,559
3 <sup>rd</sup>	01.02.18	\$ 324,561	\$ 130,998	\$ 455,559
4 <sup>th</sup>	01.05.18	\$ 324,561	\$ 130,998	\$ 455,559
<b>TOTALS</b>		<b>\$ 1,280,000</b>	<b>\$ 520,000</b>	<b>\$1,800,000</b>

- d) **Resolved** that the levy instalment due 1 August 2018 being the levy for the first quarter of the next financial year be raised as follows and until redetermined at a general meeting:
- (i) To the Administrative Fund the sum of \$324,560 (exclusive of GST); and
  - (ii) To the Capital Works Fund the sum of \$131,000 (exclusive of GST).

## 6. Auditor

**Resolved** that the Owners Corporation appoint an auditor for the current financial year ending 30 June 2018.

## 7. Insurances

### a) Confirmation of Insurance

**Resolved** that the Owners Corporation confirm the insurance policies set out in the schedule at the end of these Minutes, currently held by the Plaza Deed in accordance with clause 29, the Building Management Committee (BMC) in accordance with clause 2.3(h) of the *Strata Management Statement (SMS)* and the Owners Corporation in accordance with the Act.

### b) Renewal of Insurances

**Resolved** that the Owners Corporation authorise the strata managing agent, the BMC Representative and the Plaza Deed Representative to take all necessary steps prior to the end of the term of the existing insurance policies to enter into a new contract for insurance on behalf of the Owners Corporation in accordance with the instructions of the Strata Committee.



**8. Matters to be determined only by a general meeting**

**Resolved** that in accordance with Clauses 6 (a) and 9 (i), Schedule 1 of the Act, that no additional matters or type of matters be determined by the Owners Corporation in general meeting other than those required by the Act.

**9. Motion to lift restriction on expenditure**

**Resolved** that the Owners Corporation in accordance with Section 102 (3) of the Act to remove the limitation on spending imposed by Section 102 (2) of the Act, provided that the total expenditure for the current financial year shall not exceed the total budgeted expenditure for both the Administrative and Capital Works Funds by more than 10%.

**10. Report of the Strata Managing Agent**

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

	Received in 2016	Expected in 2017
Insurance commissions	Nil	Nil
Training services	Nil	Nil

**11. Annual Fire Safety Statement**

**Resolved** that the Owners Corporation:

- (a) Consider the Annual Fire Safety Statement under the *Environmental Planning and Assessment Act 1979*; and
- (b) Authorise the strata managing agent and the building manager to make arrangements to obtain and lodge with the relevant authorities, by the due date, the Annual Fire Safety Statement for 2018.

**12. Overdue Contributions**

**Resolved** that the Owners Corporation for the purpose of collecting unpaid levy contributions and interest, to authorise the strata managing agent and/or the Strata Committee to do any of the following:

- (a) Issue at least 30 days after the levy due date a written notice for immediate payment of any unpaid amount (*First Notice*);
- (b) If any contributions and interest remain wholly or partly unpaid for at least a further 30 days after the issue of the First Notice, issue a further written notice for immediate payment of any unpaid amount (*Second Notice*);
- (c) If the unpaid contributions and interest remain wholly or partly unpaid for a further 7 days following the issue of the Second Notice, engage solicitors to issue a notice in accordance with section 86 (4) of the Act (*Notice of Action*) in respect of the action proposed to be taken under para (d) below;

- (d) On the expiry of at least 21 days after the giving of the Notice of Action, commence proceedings against the lot owner concerned for the recovery of the unpaid contribution, interest and expenses of the Owners Corporation incurred in recovering the same in the New South Wales Civil and Administrative Tribunal or the Local Court of New South Wales, subject to and in accordance with legal advice.
- (e) enforce any judgment or Tribunal order obtained in the collection of levy contributions including commencing and maintaining bankruptcy proceedings or winding up proceedings;
- (f) filing an appeal or defending any appeal against any judgment or order concerning the levy contributions;
- (g) instruct the owners corporation's debt collection agent or solicitors in relation to any levy recovery proceedings;
- (h) enter into a payment plan with a lot owner, upon such terms as the Strata Committee considers appropriate and in accordance with section 85 of the Act.

**13. Motion to review the by-laws**

**Resolved** that the Owners Corporation notes that by-laws registered for the strata scheme:

- (a) have been consolidated;
- (b) engage legal representation (if required) to conduct a review of the registered by-laws for the scheme taking into consideration the requirements of s.139 of the Act and to provide advice on the current by-laws; and
- (c) approve legal costs to undertake the review up to the value of \$12,000 exc GST; and
- (d) prepare, or have prepared, any suggested changes to the current by-laws including any additions, repeals or amendments for consideration at the next general meeting.

**14. Motion to make a by-law under section 110 (6) (b) of the Act and to delegate the functions of the Owners Corporation under that by-law**

- (a) **Resolved by Special Resolution** in accordance with section 141 (1) of the Act to make an additional by-law on the following terms and that notification of this change to the by-laws be lodged for registration in accordance with section 48 of the Act at the Registrar-General's office:

**Special By-law 12                      Minor Renovation by Owners – Delegation of Functions**

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

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

**Voting:** For – 6,301 UE    Against - Nil

**15. Proposed Changes to the SMS**

**Resolved** by **Special Resolution** in accordance with section 103 of the *Strata Schemes Development Act 2015*, the Owners – SP 67702 amend the SFS by **adding** the following line items to **Schedule 2**, and authorise the managing agent to execute all required documentation to register the changes:

Item	Shared cost	Lot 21	Lot 22	Lot 23	Lot 25
16	Accountancy/ Audit	69%	3%	26%	2%
17	Administration Expenses	69%	3%	26%	2%
18	Building Management	69%	3%	26%	2%
19	Professional/Legal Fees	69%	3%	26%	2%
20	Insurance Valuation	69%	3%	26%	2%
21	Other Security Services	69%	3%	26%	2%
22	Car park pumps and pits	82%	0	18%	0
23	Facade	To be confirmed by an expert			

**Voting:** For – 6,301 UE Against - Nil

**16. Proposed Changes to the SMS**

**Resolved** by **Special Resolution** in accordance with section 103 of the *Strata Schemes Development Act 2015*, that the Owners – SP 67702;

16.1 amend the SMS by adding clause 10.4:

***10.4 In the event that a false fire alarm is triggered, within a members lot, (that is not a Shared Facility) then the fee payable be charged to the members lot and the managing agent is be authorised to levy the charges to the members levy account.***

16.2 amend clause 3.1(b) in the SMS to become:

***3.1(b) 7 days notice of a meeting with an agenda must be given by the Building Management Committee of the Members but, in the case of an emergency, shorter notice may be given. The Building Management Committee must deal only with matters on the agenda for a meeting.***

16.3 amend clause 6.1 in the SMS to include ***service by email.***

**Voting:** For – 6,301 UE Against - Nil

**17. Motion to amend Special by-law 10 – Short Term Letting**

**Resolved** that by **Special Resolution** in accordance with section 141 the Owners Corporation to amend Special By-law 10 – Short Term Letting that was passed on 28 September 2015 by deleting clause 10.9(d) that reads:

*(d) where any owner or occupier does not comply with this by-law (in the executive committee's reasonable opinion) the authority to enter any part of the parcel to carry out the necessary investigation to confirm that opinion;*

**Voting:** For – 6,301 UE Against - Nil

**18. Motion to make a by-law under section 136 and 137 of the Act to prohibit overcrowding**

- (a) **Resolved by Special Resolution** in accordance with sections 136 and 137 of the Act to make an additional by-law on the following terms and that notification of this change to the by-laws be lodged for registration in accordance with section 48 of the Act at the Registrar-General's office:

**Special By-law 13**

**Occupancy Limits (Regulating overcrowding)**

1. In this by-law, the following words and phrases have the following meaning:
  - a. "Act" means the *Strata Schemes Management Act 2015* (NSW), the Regulations thereunder and any Act or regulation replacing the same.
  - b. "Owner" has the same meaning as in the Act.
  - c. "Occupier" has the same meaning as in the Act.
  - d. "Serviced Apartment" means a residential lot within the strata scheme:
    - i. which is used to provide accommodation for a period of less than three months to persons who have their principal place of residence elsewhere under either a lease, sub-lease, licence or sub-licence; and
    - ii. is not subject to a residential tenancy agreement within the meaning of the *Residential Tenancies Act 1987 NSW* (or any Act replacing the same), and
    - iii. is cleaned or serviced by the Owner or by the Owner's agents.
2. The strata scheme is a residential strata scheme and, accordingly, an Owner or Occupier must not use a lot, or permit the lot to be used, as a Serviced Apartment.
3. An Owner or Occupier who leases or sub-leases a lot or assigns such a lease or sub-lease must give the Owners Corporation notice of the lease or assignment thereof in accordance with section 258 of the Act and must give a copy of that notice to the Owners Corporation.
4. An Owner or Occupier must not permit the number of persons who sleep overnight in the lot to exceed twice the number of bedrooms in the lot.
5. For the purposes of clause 4:
  - a. one child under the age of three (3) years is not counted as a person; and
  - b. two children under the age of three (3) are counted as one person; and
  - c. a bedroom does not include a lounge room, dining room, family room, rumpus room, bathroom, kitchen, laundry or balcony, courtyard, or terrace area (whether or not enclosed).
6. An Owner or Occupier must not, without the prior approval of the Owners Corporation, erect any wall or structure within the lot for the purpose of, or having the effect of, creating additional rooms within the lot.

7. This by-law is a fundamental term in any lease or licence granting rights of occupation to the lot, whether or not the lease or licence contains a clause having the same effect as this by-law.
8. If a lessee, licensee or other Occupier of a lot commits a breach of this by-law, the Owner must take immediate steps to terminate the lease or licence and the occupation of the lot thereunder.
9. The restrictions in this by-law are for the purpose of protecting the health, safety (including in particular compliance with fire safety regulations), welfare and quiet enjoyment of all Owners and Occupiers and to avoid disproportionate use of, and wear and tear on, the common property, in particular, on corridors, lifts, stairs, stairwells and other access ways.
10. This by-law operates in addition to and not in derogation of any rights, duties or obligations arising under any provision of, or instrument issued under, any of:
  - a. the *Environmental Planning & Assessment Act 1979* and Regulations thereunder or any Act or Regulations replacing the same;
  - b. any conditions of any consent given by **Willoughby Council** in connection with the development approval for the development of the site now constituted by the strata scheme;
  - c. the Act; and
  - d. generally at law.

**Voting:** For – 6,301 UE Against – Nil

**Strata Manager's Note:** *The agenda contained a typographical error that stated the council was Parramatta City Council, this has been corrected to be Willoughby Council.*

## 19. Election of Strata Committee

- (a) **Resolved** that nominations be called for members of the strata committee and the following nominations were received:

Candidate Nominated	Candidates Lot	Nominated by:	Method of Nomination	Method of Acceptance of nomination
Marcell Pavlovec	Non-owner	Diane Terzian & Nominees Uap (Lot 283) Co-owners	Written	Written
Susan Dadswell	259	Peter Dadswell (Lot 259) Co-owner	Verbal	Verbal
Jon Thorpe	146	Keryn Rudd (Lot 178) Sole-owner	Verbal	Verbal
Frank Ryan	227	Jeff Chuo-Wei Chen (Lot 213) Sole-owner	Verbal	Verbal
Michael Campbell	218	Self-Nominated	Verbal	Verbal

- (b) There were no disclosures noted at this meeting.
- (c) **Resolved** that the number of members of the strata committee be determined as Five (5).
- (d) **Resolved** that since the number of candidates is equal to the number of members determined, those candidates are declared as elected to the strata committee.

**20. Election of Plaza Deed Representative**

**Resolved** by **Special Resolution** that in accordance with clause 3.1 of the Plaza Deed Statement, the owners corporation appoint Marcell Pavlovec as the representative and Jon Thorpe as the substitute representative to the Plaza Deed Committee.

**21. Change of Owners Corporation's address for service**

**Resolved** that the Owners - Strata Plan 67702 to change its address for the service of notices to Suite 5.01, Level 5, 151 Castlereagh Street, Sydney NSW 2000 and to lodge a notice of the change of address in the office of the Registrar-General.

**22. Electronic Record Keeping**

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

**23. General Meeting Electronic Voting**  
**Motion defeated**

That the Owners Corporation pursuant to clause 28(1) in Schedule 1 of the *Strata Schemes Management Act 2015* and clause 14(1)(b) of the Regulations, that persons entitled to vote on a matter may vote prior to a general meeting by the following means:

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

further, that the Owners Corporation to authorise the Strata Committee to determine which motions are to be the subject of pre-meeting electronic voting.

**24. Closing of meeting**

There being no further business the Chairman declared the meeting closed at 7:50 pm.

Signed as a true and correct record.

---

**Chairperson**

**Minutes of the Annual General Meeting of The Owners - Strata Plan No 67702 (Forum West) held at 6.00pm on Wednesday, 10 October 2018 in the Offices of Forum West Properties Ltd, 1 Sergeants Lane, St Leonards.**

#### **Attendance**

- (a) **Owners present in person:** Lots 146, 152, 218, 227, 259, 261, 271 and 275
- (b) **Owners present by proxy and company nominee:** Chairperson for Lot 201 and Marcell Pavlovic for Lot 283
- (c) **Apologies:** Nil
- (d) **In Attendance:** Luke Gosset and Hugh McCormack (McCormacks Strata Management)
- (e) **Chairman:** Hugh McCormack (by invitation)

The chairman opened the meeting 6.00pm and advised there were insufficient persons present in person, by proxy or company nominee to form a quorum. At 6.40 pm the Chairperson advised that there were still insufficient persons present in person or by proxy and company nominee to constitute a quorum. The Chairperson then declared that the owners present or so represented shall constitute a quorum in accordance with and for the purposes of clause 17 (4), Schedule 1 of the *Strata Schemes Management Act 2015*.

#### **1. Minutes**

**Resolved** that the Minutes of the last General Meeting held on 31 January 2018 be confirmed as a true and correct record of the proceedings at that meeting.

#### **2. Financial Statements**

- (a) Resolved that the audited financial statements for the 12 month period ended 30 June 2018 be adopted.
- (b) **Resolved** that the supplementary financials for the period 1 July 2018 to 31 August 2018 be noted.
- (c) **Resolved** that the audited financial statements for the BMC for the 12 month period ended 30 June 2018 be noted.

#### **3. Auditor**

**Resolved** that the Owners Corporation appoint an auditor for the current financial year ending 30 June 2019.

#### **4. Budget and Levy Contributions**

- (a) **Resolved** that the Owners Corporation estimates that, in respect of the period from 1 July 2018 to 30 June 2019 it will need to credit to its Administrative Fund and Capital Works Fund for actual and expected expenditure of the kind set out in sections 79(1) and 79(2) of the Act, the amounts set out in the budget annexed to the notice of the meeting.
- (b) **Resolved** that the Owners Corporation determines that the amounts set out below be levied as contributions to the Administrative Fund and the Capital Works Fund to raise the amount estimated in Motion 4(a) as needing to be credited to those funds:
- (i) To the Administrative Fund the sum of \$1,320,000 (exclusive of GST); and
- (ii) To the Capital Works Fund the sum of \$520,000 (exclusive of GST).
- (c) **Resolved** that the Owners Corporation determines that the contributions in Motion 4(b) are to be payable by regular periodic instalments as follows:

	Due	Admin	Sinking	Total
1 <sup>st</sup> instalment (already invoiced)	01.08.2018	\$ 324,561	\$130,996	\$455,557
2 <sup>nd</sup> instalment	01.11.2018	\$ 331,813	\$129,668	\$461,481
3 <sup>rd</sup> instalment	01.02.2019	\$ 331,813	\$129,668	\$461,481
4 <sup>th</sup> instalment	01.05.2019	\$ 331,813	\$129,668	\$461,481
	TOTALS	\$1,320,000	\$520,000	

- (d) **Resolved** that the levy contribution due 1 August 2019, be based upon the levy raised in the last quarter of this financial year and due and payable quarterly until redetermined at a general meeting.

*The Owners Corporation expressed its gratitude to the Treasurer Marcell Pavlovic for his contributions toward preparing and finalising the budget.*

## 5. Insurances

- (a) **Confirmation of Insurance**  
**Resolved** that the Owners Corporation confirms the insurance policies which are currently held by the Owners Corporation in accordance with Section 164 of the Act.
- (b) **Renewal of Insurance**  
**Resolved** that the Owners Corporation authorises the strata managing agent to take all necessary steps prior to the end of the term of the existing insurance policies taken out in accordance with section 164 of the Act, to obtain 3 quotations and to enter into a new contract for insurance on behalf of the Owners Corporation in accordance with the instructions of the Strata Committee.
- (c) **Valuation**  
**That** the Owners Corporation authorises the managing agent to seek a quote from a Quantity Surveyor or a registered valuer to value the building damage insurance amount for replacement and reinstatement as now required under section 161 of the Act.

## 6. Matters to be determined only by a general meeting

**Resolved** in accordance with Clauses 6 (a) and 9 (i), Schedule 1 of the Act that there is no matter or type of matter to be determined only by the Owners Corporation in general meeting, other than:



- (a) Those required by the Act.

**7. Motion to lift restriction on expenditure**

**Resolved** that in accordance with section 102 (3) of the Act the Owners Corporation removes the limitation on spending imposed by section 102 (2) of the Act, provided that the total expenditure for the current financial year shall not exceed the total budgeted expenditure for both the Administrative and Capital Works Funds by more than 10%.

**8. Capital Works Fund Plan**

**Resolved** that the Owners Corporation:

- (a) Review the 10-Year Plan for the Capital Works Fund for the 10 year period commencing in 2015; and
- (b) Review or replace the 10-Year Plan for the Capital Works Fund if the Owners Corporation determines it necessary; and
- (c) Acknowledge the contribution to be raised into the Capital Works Fund compared to the 10-Year plan.

**Noted** that the Owners Corporation will review the Capital Works Fund in 2020 and that the Capital Works Fund contributions are ahead of the 10 year plan.

**9. Report of the strata managing agent**

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

Report		
	Received in 2017	Expected in 2018
Insurance commissions	NIL	NIL
Training services	NIL	NIL

**10. Annual Fire Safety Statement**

**Resolved** that the Owners Corporation:

- (a) Has considered the Annual Fire Safety Statement under the *Environmental Planning and Assessment Act 1979*; and
- (b) Authorises the strata managing agent and the building manager to make arrangements to obtain and lodge with the relevant authorities, by the due date, the Annual Fire Safety Statement for 2019.

**11. Dealing with overdue contributions**

**Resolved** that for the purpose of collecting unpaid levy contributions and interest, the Owners Corporation authorise the strata managing agent and/or the Strata Committee to do any of the following:

- (a) Issue at least 30 days after the levy due date a written notice for immediate payment of any unpaid amount (*First Notice*);
- (b) If any contributions and interest remain wholly or partly unpaid for at least a further 30 days after the issue of the First Notice, issue a further written notice for immediate payment of any unpaid amount (*Second Notice*);
- (c) If the unpaid contributions and interest remain wholly or partly unpaid for a further 7 days following the issue of the Second Notice, engage solicitors to issue a notice in accordance with section 86(4) of the Act (*Notice of Action*) in respect of the action proposed to be taken under paragraph (d) below;
- (d) On the expiry of at least 21 days after the giving of the Notice of Action, commence proceedings against the lot owner concerned for the recovery of the unpaid contribution, interest and expenses of the Owners Corporation incurred in recovering the same in the New South Wales Civil and Administrative Tribunal or the Local Court of New South Wales, subject to and in accordance with legal advice.
- (e) enforce any judgment or Tribunal order obtained in the collection of levy contributions including commencing and maintaining bankruptcy proceedings or winding up proceedings;
- (f) filing an appeal or defending any appeal against any judgment or order concerning the levy contributions;
- (g) instruct the Owners Corporation's debt collection agent or solicitors in relation to any levy recovery proceedings;
- (h) enter into a payment plan with a lot owner, upon such terms as the Strata Committee considers appropriate and in accordance with section 85 of the Act.

## **12. Motion for re-appointment of Strata Managing Agent**

**That** the Owners – Strata Plan No 67702 resolves to:

- (a) Appoint Julmic Pty Ltd t/a McCormacks Strata Management as strata managing agent for a term of 3 months, upon the terms and conditions contained in the agreement tabled at the meeting ("Agreement"); and
- (b) Execute the Agreement by affixing the common seal in the presence of the Secretary and one other Committee Member.

### **Motion to Amend Motion**

That the words "commencing at the expiry date of the current agreement" be inserted after the word "months" in paragraph 12(a).

### **Motion to Amend Motion Passed**

**Resolved** that the Owners – Strata Plan No 67702:

- (a) Appoints Julmic Pty Ltd t/a McCormacks Strata Management as strata managing agent for a term of 3 months commencing at the expiry date of the current agreement, upon the terms and conditions contained in the agreement tabled at the meeting (“Agreement”); and
- (b) Executes the Agreement by affixing the common seal in the presence of the Secretary and one other Committee Member.

### 13. Election of Strata Committee

**Resolved:**

- (a) **That** nominations for candidates for election to the Strata Committee be received from:

Candidate	Nominator
Michael Campbell	Self-nominated
Susan Dadswell	Co-owner
Sri Dakshana	Self-nominated
Marita Hermansson	Self-nominated
Alistair Nicholas	Co-owner
Marcell Pavlovic	Self-nominated
Arek Sinanian	Self-nominated
Jon Thorpe	Self-nominated

- (b) **That** it be noted that the candidates each advised that there were no connections they were required to disclose.
- (c) **That** the number of members of the Strata Committee be determined as 5.
- (d) **That** Michael Campbell, Susan Dadswell, Marita Hermansson, Marcell Pavlovic and Jon Thorpe be declared as elected to the strata committee.

### 14. Election of Plaza Deed Representative

**Resolved** that by **Special Resolution** in accordance with clause 3.1 of the Plaza Deed Statement, the owners corporation appoint Marcell Pavlovic as representative and Jon Thorpe as substitute representative to the Plaza Deed Committee.

MOTION PASSED UNANIMOUSLY. UNIT ENTITLEMENT IN FAVOUR 5,731.

### 15. Close of meeting

There being no further business the Chairman declared the meeting closed at 8.00 pm.

Signed as a true and correct record.

---

**CHAIRMAN**

**Minutes of the General Meeting of The Owners - Strata Plan No 67702 (Forum West) held at 2.00 pm on Friday, 24 May 2019 in the McCormacks Strata Management Boardroom, Suite 5.01, Level 5, 151 Castlereagh Street, Sydney.**

**Attendance**

- (a) Owners present in person: 275
- (b) Owners present by proxy and company nominee: Alistair Nicholas (for lot 285)
- (c) Apologies: Nil
- (d) In Attendance: Hugh McCormack (McCormacks Strata Management)
- (e) Chairman: Hugh McCormack chaired the meeting

*At 2.00 pm the Chairperson advised that there were insufficient persons present in person and by proxy and company nominee to constitute a quorum for the meeting and proposed that the owners present consider the items of business in the agenda on an informal basis until a quorum was present or until 30 minutes had passed.*

*At 2.30 pm the Chairperson advised that there were still insufficient persons present in person or by proxy and company nominee to constitute a quorum. The Chairperson then declared that the owners present or so represented shall constitute a quorum in accordance with and for the purposes of clause 17 (4), Schedule 1 of the Strata Schemes Management Act 2015.*

**1. Minutes**

**Resolved** that the Minutes of the last General Meeting be confirmed as a true account of the proceedings at that meeting be carried forward.

**2. Appointment of Strata Management Agent**

**A. TERMINATION OF STRATA MANAGING AGENT**

- a) **Resolved** that the Owners Strata Plan No. 67702 terminate the services of Julmic Pty Ltd as managing agent effective from 31 May 2019 and that the Owners Corporation revokes all of the functions;
  - i. conferred by it to Julmic Pty Ltd under contract and;
  - ii. of its chairperson, secretary and treasurer;

effective from the date of termination.

**B. APPOINTMENT OF STRATA MANAGING AGENT**

- a) **Resolved** that pursuant to sections 49 and 50 of the Strata Schemes Management Act 2015, McCormacks NSW Pty Ltd trading as McCormacks Strata Management (herein called the Agent) be appointed as managing agent of The Owners – Strata Plan No. 67702 from 1 June

2019, for a term of one (1) year, on the terms contained in the Agency Agreement tabled at the meeting.\*

b) **Resolved** that The Owners – Strata Plan 67702 delegate to the Agent all of the functions of:

- i. the Owners Corporation (other than those listed in section 52(2) of the Act); and
- ii. its Chairperson, Treasurer, Secretary, and Strata Committee necessary to enable the Agent to carry out the 'agreed services' and the 'additional services' as defined in and subject to the conditions and limitations in the Agency Agreement.

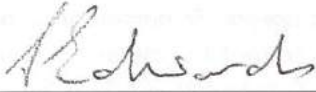
c) **Resolved** that, pursuant to section 273 of the Strata Schemes Management Act 2015, the common seal of the Owners Corporation be affixed to the agency agreement and signed by two persons nominated by the Owners Corporation (being owners of lots or members of the Strata Committee) which incorporates instruments appointing the Agent and delegating all the powers, authorities, duties and functions referred to therein.

### 3. Close of meeting

There being no further business the Chairman declared the meeting closed at 2.32pm.

---

Signed as a true and correct record.



CHAIRMAN

**FORUM WEST – THE OWNERS - STRATA PLAN 67702**

Minutes of Strata Committee meeting  
Monday, 23 November 2020 – 5.00pm  
Held by Video Conference – Zoom

*Note: the meeting was adjourned at 7.15pm on 23/11/2020 and resumed at 4pm on 02/12/2020 to discuss agenda items 11, 12 and 13.*

**AGENDA****1. ATTENDANCE**

1.1 **Members present:** Susan Dadswell, Marita Hermansson, Marcell Pavlovec and Jon Thorpe

1.2 **Apologies:** Nil

1.3 **Acting Strata Committee member:** Nil

1.4 **In attendance:**

Samantha Edwards (McCormacks Strata Management – MSM)

Tim Thompson (Building Management – BM – to 6.45pm)

Jamie Ramm (Excel Concierge – CON – to 6.45pm)

Craig Arrand (Excel Concierge General Manager – to 5.47pm)

Owners

Kwok Hong Chan (Apt 810)

Alistair Nicholas (Apt 2301)

1.5 **Quorum:** pursuant to Schedule 2 (Clause 12) of the Strata Schemes Management Act 2015, a quorum was present for the meeting

1.6 **Voting Eligibility:** all Committee members were financial

1.7 **Chairperson:** Samantha Edwards

1.8 **Disclosure of pecuniary interest:** Nil

**2. MINUTES**

**Resolved** that the minutes of the Strata Committee meeting held on 29 September 2020 be confirmed as a true and correct record of the proceedings at that meeting, with an amendment that items 3.5(i) and 3.5(j) refer to 1501 digital door lock (not 1508).

**3. BUILDING MANAGER'S REPORT**

3.1 **That the Building Manager's report be tabled**

The BM report circulated with the meeting papers was tabled, including the following:

a) 2401 balcony door – the SW L25 balcony requires remedial works due to rainwater ingress. Scope Tiling are currently carrying out the external tiling, which will be followed by water testing and replacement of water damaged internal areas;

BM

b) 2401 / 2408 curtain wall remedial works – ARUP to further investigate;

BM

- c) regular maintenance – lifts, lighting, fire protection, landscaping, mechanical air handling & ventilation equipment, BMS, pest control, Herbert St awning guttering, BMU, pool & spa;
- d) BMU – A Grade Access carried out repairs to ensure safe use. Ropes are to be replaced now and every five (5) years – quote to be circulated to the SC;
- e) garbage chute – blockages addressed as required;
- f) repairs – 1310 balcony door, 2304 balcony door, 806 balcony door, 606 front door, 1311 shower;
- g) carpark audit; and
- h) site equipment registration schedule.

BM

### 3.2 Tap / hose fitting replacement

The following was tabled:

- a) 06/11/20 - MSM sent a reminder memo to owners recommending replacement of the original taps and hose fittings – the BM is keeping a log of replacements carried out by owners and MSM will work with the BM to contact owners that have not notified the BM that the works have been carried out;
- b) owners are reminded that the tap / hose fitting within the lot boundary is lot owner property and any resultant damage is lot owner responsibility;
- c) that all owners and tenants are reminded of the importance of having landlord and contents insurance cover; and
- d) MSM will continue to follow up residents that have not advised of the updated installation.

MSM

### 3.3 Sydney Water – reimbursement to OC

It was tabled that MSM has received confirmation from Sydney Water that it will reimburse the OC for costs of \$638 it incurred due to an unscheduled water shut down – payment is yet to be received.

MSM

### 3.4 Approvals

**Resolved** to ratify the following approvals:

- a) \$2,705 plus gst – A Grade Access – works to comply with BMU regulations;
- b) \$60 plus gst – Excel – recovery of concierge files; and
- c) \$2,850 plus gst – St Johns Ambulance – defibrillator unit.

### 3.5 Other

The following was tabled:

- a) 05/10/20 – fire alarm at 7.49pm from unit 10 on L5. Fire Brigade had to extinguish the food cooking on the stove; and
- b) 01/11/20 – false fire alarm at 2.58am on L7. There was a strong smell of burnt food and smoke haze on level 7, however, the Fire Brigade were unable to determine from which unit the smoke originated from nor did anyone come forward – this will be an OC cost if an invoice is received;
- c) the BM is investigating upgrades to the NBN / telephone system at the building; and
- d) the BM is investigating options to rectify paint on doors / frames that require repairs (damaged service doors are a priority).

BM

BM

**4. CONCIERGE****4.1 That the concierge report be tabled**

The Concierge report circulated with the meeting papers was tabled, including the following:

- a) COVID-19 – updates, resident information, increased cleaning / sanitising and monitoring resident compliance with Government guidelines;
- b) Concierge continues to work with the BM in relation to cleaning and repairs;
- c) AFSS smoke detector checks have been carried out with only a few apartments missed (the best result in the past few years);
- d) there has been a significant amount of moves and apartments for sale;
- e) Concierge has received enquiries regarding the following:
  - i. building construction on Herbert Street;
  - ii. the status of pets at the building (both whether pets are allowed and whether it can remain a pet-free building) – see agenda item 7.6 below;
- f) agents have been reminded to make bookings for rental / sale inspections to assist with lift control. Agents have provided feedback that if the allocated time is already taken, it causes significant problems with timing, locations and advertising – MSM to assist by sending a reminder to agents, with restrictions in place to assist with lift management;
- g) a “No Bicycle Parking” sign has been installed on the entry pillar to prevent delivery bicycles blocking the intercom;
- h) there have been minimal complaints received – the majority concern noise, which have been followed up;
- i) residents have been advised that in order to assist in reducing the risk of COVID-19 spread, food delivery drivers (eg. Uber eats, Deliveroo, Menulog – although not Woolworths / Coles deliveries) are subject to conditions of entry. Updated signage has been installed; and
- j) complaints received - regarding smoking and noise which have been followed up in collaboration with MSM.

MSM

**4.2 Excel Management – to address the meeting**

Craig Arrand (Excel General Manager) attended the meeting and provided an overview of BuildingLink – see item 7.9 below.

**4.3 Concierge Agreement**

The following was tabled:

- a) the current agreement expired on 29/02/20 and is continuing on a monthly rolling basis (pursuant to Section E of the agreement); and
- b) the Treasurer is finalising a proposed new agreement (with inclusion of key persons in the agreement).

**5. CLEANING****5.1 That the cleaner's report be tabled**

The cleaning report circulated with the meeting papers was tabled, including the following:

- a) extra hospital grade sanitisation of high-touch areas has been implemented through SBS and concierge staff; and
- b) additional October work – carpark driveway ramp, P4 washing bay scrub.



## 5.2 Cleaning Agreement

The following was tabled;

- a) 10/02/20 – MSM notified the cleaning contractor that the SC agrees to proceed on a month-to-month basis on specific conditions (including KPIs);
- b) 11/02/20 – the cleaning contractor agreed to the SC proposal and has been continuing on a month-to-month term;
- c) a quote from Building & Industrial Services Pty Ltd (BIC) to carry out the cleaning services at SP67702 – noting that BIC carries out cleaning services across the site and have resources at hand to respond to most situations during the hours of 06.00am – 10.00pm; and
- d) the Treasurer has prepared a cost benefit analysis and review of the last cleaning tender for the purposes of due diligence.

## 6. SECURITY REPORT

### 6.1 That the security report be tabled

The security report circulated with the meeting papers was tabled.

## 7. MATTERS ARISING

### 7.1 COVID-19 Management

The following was tabled:

- a) the SC, BM and Concierge have been closely monitoring the situation and implementing Government recommended guidelines / procedures;
- b) implementations include social distancing floor decals & signage, updated notices and hand sanitiser stations;
- c) residents must still ensure, as far as you reasonably can, that people maintain physical distancing in lifts;
- d) the BM, Concierge and SC have been investigating options to continually increase safety regulations for residents and staff; and
- e) the gym, pool and spa have reopened with restrictions – sign-in by residents and social distancing rules to be observed.

### 7.2 Future development in the area

The following was tabled:

#### RNSH redevelopment

- a) Property NSW website states that The NSW Government is considering redevelopment of the Herbert Street Precinct at RNSH for a new health precinct by providing affordable key worker housing, short stay accommodation, office space and education facilities and proposed investment in the restoration of heritage structures and creation of extensive open space and access to and through the site; and
- b) Milestone has requested Leon Walker (Acting Deputy Secretary Development and Transactions of Property NSW) to be a key Stakeholder on behalf of the OC.

#### Crows Nest Metro Station

- c) Department of Planning, Industry and Environment has released the Fast-tracked assessments Tranche 4'
- d) the Crows Nest Metro Station Planning Proposal '*State-led rezoning to increase the building height and floor space controls within the North Sydney LEP 2013 to enable development above the proposed Crows Nest Metro Station to support the construction and delivery of Crows Nest Metro Station*' has been deemed by the DPIE to undergo a fast tracked assessment process as part of the NSW Government's new Planning System Acceleration Program.

12 Chandos Street (College of Law) development proposal

- e) Willoughby Council has received a proposal to build a 72-storey mixed-use building at 2-12 Chandos Street which includes rezoning from B3 (Commercial Core) to B4 (Mixed use), proposed FSR 34.5:1, proposed height of 243m, planning through Ethos Urban and developer is Billbergia - is double the height of the Forum and to the north of SP67702; and
- f) if Council supports the planning proposal, it will be forwarded to the Department of Planning, Industry and Environment for approval to place the proposal on public exhibition for 28 days.

Milestone Town Planning

- g) Milestone Town Planning has been engaged to provide advice to the OC in relation to proposed developments in the area, implications to SP67702 and a recommended strategy to provide written objections;
- h) owners are writing to relevant Authorities with objections to the developments; and
- i) the SC will continue to liaise with Milestone in relation to the developments – Milestone is attending an upcoming webinar on behalf of the OC (in addition to SC members).

**7.3 Digital door locks**

The following was tabled:

- a) 1501 has installed an unauthorised digital door lock and advised that at this time, they are unable to remove due to COVID-19 hardship – **resolved** that the OC will remove and rectify the door (to be uniform with all other doors and locks), which will be at the lot owner's cost, if not restored by the lot owner within fourteen (14) days. This is on the basis that it is a serious breach of the OC's by-laws and could affect the OC's insurance due to unauthorised alterations to a fire door which is common property;
- b) the following was tabled at the previous SCM:
  - i. installation of digital door locks must meet NSW Fire safety standards;
  - ii. original doors locks (or subsequent replacements by the OC) are the responsibility of the OC. Additional / replacement locks installed by owners are the responsibility of the owner;
  - iii. if an owner replaces the original lock with a lock that prevents the door complying with fire certification, the OC can replace the lock and charge the owner as a debt; and
- c) the BM is investigating options for an OC approved digital door locks that are compliant.

BM /  
MSM

BM

**7.4 Recreation area – defibrillator and panic button**

The following was tabled:

- a) the following was tabled at the previous SCM:
  - i. the BM will investigate quotes for the purchase of an additional defibrillator and a panic button in the recreation area;
  - ii. Concierge are to provide an update on First Aid nominees and training;
  - iii. the BM and SC will review the required policies and procedures to be implemented for the device (including the location);
- b) the BM has arranged to purchase a defibrillator from St Johns Ambulance which has been mounted to the cabinet in the back storage area behind the concierge desk. The unit talks to the operator and will not work if the instructions aren't followed; and

- c) a quote of \$820 plus gst from Epsilon to install an extra intercom handset to act as a contact point for any health facility emergencies – **resolved** to approve. The handset will be installed outside the entrance to the pool as the atmosphere is non-corrosive and will ensure long life. The BM will finalise the process (in the case of an emergency) and a sign is to be installed clearly detailing that process.

BM

#### 7.5 Visitor carpark

The following was tabled:

- a) FWPD Security is investigating automated payment for visitor parking; and
- b) the SC will review implications and requirements applicable for residents and visitors.

#### 7.6 By-law breaches

The following was tabled:

- a) MSM is continuing to liaise with the Concierge and BM regarding reported breaches and is authorised to send Notices to Comply for continued non-compliance;
- b) with people spending additional time at home during COVID-19, residents are reminded to be considerate and understanding of neighbours;
- c) recent complaints / issues include smoking and noise; and
- d) a reminder that all staff engaged by the Owners Corporation (including Building Management, Concierge and MSM) are required to assist the Owners Corporation in dealing with complaints submitted by residents. It is appropriate that all residents act in a co-operative manner with the staff engaged by the Owners Corporation at all times.

#### Lot 218 - balcony

- e) the BM requested the lot owner to address rubbish and other items being stored on the southern corner of the terrace which is unsightly and a potential issue in high winds. This has been addressed.

#### Short-term letting

- f) there have been recent amendments to legislation and strata schemes are encouraged to update current by-laws to accommodate the changes; and
- g) it was resolved at the previous SCM that MSM will include an amendment to the current by-law on the AGM agenda.

MSM

#### Bikes in lifts

- h) residents are reminded that they should be courteous to other residents and ensure that they do not interfere with others on common property;
- i) by-law 3 – an owner or occupier of a lot must not obstruct lawful use of common property by any person; and
- j) s.153 SSMA – owners, occupiers and other persons must not use the common property in a manner that interferes unreasonably with other occupiers.

#### Pets

- k) a recent NSW Court of Appeal decision in the matter of Cooper v The Owners Corporation SP58068 held that:
  - i. the power to make by-laws is not unconstrained and a by-law which restricts the lawful use of each lot but on a basis which lacks a rational connection with the enjoyment of other lots and the common property, is beyond the power to make by-laws conferred by the legislation;

- ii. a by-law which limits the property rights of lot owners is only lawful (valid) if it protects from adverse affection the use and enjoyment by other occupants of their own lots, or the common property and that “no pets” by-law does not meet these criteria;
- iii. the “no pets” bylaw is “oppressive” because it prohibits an ordinary incident of the ownership of real property, namely, keeping a pet animal, and provides no material benefit to other occupiers;
- l) the decision means that no owners corporation in NSW is entitled to maintain a by-law that has a blanket prohibition on animals (because the keeping of some animals does not adversely affect other occupants of their own lots or use of the common property) even though such a by-law was a “model” bylaw under the old legislation;
- m) MSM circulated a draft pets by-law to the SC for initial review;
- n) the SP67702 “no pets” by-law is not invalid until ruled such – **at this stage, the Strata Committee is unable to approve any pets at the scheme – MSM will prepare a memo to be circulated to lot owners;** and
- o) **resolved** that the SC will review the initial draft by-law provided by MSM – any amendment to the by-laws requires approval at a general meeting via special resolution.

MSM

### 7.7 Renovation Applications

It was tabled at the previous SCM that Apt 1102 – bathroom and kitchen renovation is to be included on the AGM agenda.

MSM

### 7.8 Security

The following was tabled:

- a) **resolved** to ratify that SP67702 agrees to participate in the following security staffing proposal with Plaza Deed Security for the benefit of after-hours service and change from Goldcrest to E-group (attend to alarms, close doors, check lights, noise complaints, locked in premises etc):

Plaza Deed Member	GFA m2	%	Separate lot patrol services based on GFA
3 Herbert St (lot 21) – SP67702	22,824	21.84	\$30,000
205 Pacific Hwy (lot 22)	976	0.93	\$1,907.46
205 Pacific Hwy (lot 23)	8,589	8.22	\$16,786.01
205 Pacific Hwy (lot 25)	880	0.84	\$1,719.84
203 Pacific Hwy (lot 2)	11,657	11.15	\$22,781.99
201 Pacific Hwy (lot 15)	16,568	15.85	\$32,379
1 Sergeants Lane - Mid Rise (lot 12)	21,725	20.79	
1 Sergeants Lane - High Rise (lot 11)	21,302	20.38	
<b>TOTAL</b>	<b>104,521</b>	<b>100</b>	<b>\$105,575.14</b>

- b) High Rise and Mid Rise have not elected to participate as they have their own service to operate independent from the rest of the Forum;
- c) E-group will charge each participant separately for their share of the cost; and
- d) FWPD Committee and SP67702 has advised Gold Security Management of its last day of service being midnight on 30/11/20 which has been acknowledged by Gold Security.

**7.9 BuildingLink – BM communications and management system**

The following was tabled:

- a) proposal from Building Link for a management / communication platform utilised by the BM and/or Concierge – reporting, parcel management, key management, calendar schedules / servicing, resident portal;
- b) the pricing structure is based on building size and is calculated at \$2 per lot, per month + GST for buildings 84 lots and above - \$6,960 plus gst p.a. for SP6770 (291 lots);
- c) the annual subscription includes:
  - i. all training and support for committee and staff;
  - ii. all data and documentation uploaded;
  - iii. all phone/SMS charges included for notifications and emergency broadcasts;
  - iv. customised webpage and URL;
  - v. site creation and customisation of settings;
- d) MYBOS is an alternate provider and provided a quote of \$5,500 plus gst p.a.;
- e) the OC must be mindful of lot owners that are not technology-savvy; and
- f) **resolved** to approve (Craig Arrand is to confirm inclusions with BuildingLink e.g. screens, barcodes).

**7.10 Correspondence**

The following was tabled:

- a) 13/10/20 – an email of thanks from a lot owner that the minutes of the previous SCM are very comprehensive and an informative outline;
- b) 09/11/20 – email from lot 30 that the water hammer noise is still occurring – the BM advised that notices have been given to surrounding residents to determine where the noise is coming from but has not received any feedback. He requested that the lot owner advise when it is occurring in order to find the source;
- c) 22/11/20 – lot 22 owner sent an email following up correspondence raised at the previous SCM (MSM is to respond on behalf of the SC):
  - i. Tesla shut many branches world-wide as most tech savvy buildings have in-house power walls and order online for direct delivery as we do with Coles Woolworths and many other shop requirements → it was noted that the SC has addressed this issue and the matter is the subject of further review and assessment on the basis that industry research confirms that the use of electric vehicle applications will likely increase over the years, at present there are no electric vehicles at SP67702, no other requests have been made by residents, the owner of lot 22 does not keep an electric vehicle at the scheme. Therefore, it would be irresponsible of the SC to install expensive infrastructure at a time when no justifiable case study can support the installation;
  - ii. has the pool been emptied since 2015/16. If not it should be done as virus can be found in sewerage so why not pool water → the pool is attended to by an accredited pool service provider who maintains PPL insurance. Dumping 50,000L of water would not be responsible. There is no evidence that COVID-19 can be spread to humans through the use of pools and hot tubs (pursuant to CDC site). No issues have been reported as a result of the services provided by the accredited pool service provider;
  - iii. trade parking is being used on L5 → the OC has by-laws in place where any violations of parking are reported and addressed; and
  - iv. unit door painting is sub-standard and scratches easily → the BM has an open item waiting for lot 22 response which will be followed up.

MSM

**8. TREASURER'S REPORT****8.1 Financial Statements**

The following was tabled:

- a) financial statements for the period 01/07/20 to 31/10/20, circulated with the meeting papers;
- b) the next quarterly levies have been issued and were due on 01/11/20; and
- c) the Treasurer is continuing to work with the BM and defer any non-essential works.

**8.2 Levy Arrears**

The following was tabled:

- a) levy arrears report circulated with the meeting papers;
- b) the OC's solicitor is progressing the overdue levies in excess of 90+ days;
- c) owners experiencing hardship can contact MSM with a payment plan request, which will be reviewed by the SC on a case-by-case basis; and
- d) interest – 10% simple interest p.a. is a legislated charge and will continue to accrue on late levy payment unless determined otherwise by the SC.

**8.3 CWF 10-year plan**

The following was tabled:

- a) Napier & Blakeley has prepared an updated 10-year CWF plan, which is utilised in annual budget preparation; and
- b) MSM has requested that references to shared facilities be excluded from the report – amended report to be circulated to the SC.

**8.4 2020/21 draft budget**

The following was tabled:

- a) the financials for the period 01/07/19 to 30/06/20 are being audited by an independent auditor; and
- b) a draft budget is being finalised (with a 0% movement to quarterly levies) – to be included on the AGM agenda.

**8.5 Invoice approvals**

**Resolved** to ratify approval of the following invoices:

- a) Milestone - \$2,193 plus gst for briefing meeting with the SC regarding Herbert St Precinct developments; and
- b) MSM - \$2,784.69 for additional services.

**9. WH&S**

Nil.

**10. INSURANCE****10.1 Current claims**

Nil.

**10.2 Annual policy renewal**

The following was tabled:

- a) Strata Advise Brokers has finalised the annual renewal for the period 01/11/20 to 31/10/21 – the total premium of \$732,352.98 increased by 12% due to an increase in Government charges, 5% property rate increase, increase in premiums and 1.36% increase in building sum insured;

- b) the insurers are Chubb (52.5%), SCU (27.5%), Swiss (20%), Vero (Machinery Breakdown), SCI (1<sup>st</sup> Excess Liability Policy), Zurich (2<sup>nd</sup> Excess Liability Policy), Chubb (3<sup>rd</sup> Excess Liability Policy);
- c) the following costs were payable by SP67702:
  - i. \$1,497.12 - car parking lots only;
  - ii. \$128,501.23 – main policy;
  - iii. \$10,348.29 – Ancillary Strata policy;
- d) \$5,000 excess now applies for every property claim; and
- e) MSM has received the Certificates of Currency on behalf of SP67702 – copies can be obtained on the [Owners portal](#) if required.

## 11. SHARED FACILITIES / FWPD

### 11.1 Forum Plaza Deed Committee meeting minutes

Forum Plaza Deed Committee Meetings are attended by Jon Thorpe (SP67702 representative) and minutes are circulated to the SC – the next PDC meeting is on 03/12/2020 at 9am.

### 11.2 Herbert street bridge works

The following was tabled:

- a) Project Lawyers is progressing the matter on behalf of FPDC;
- b) remedial works required for the Pedestrian Bridge relating to corrosion have previously been estimated between \$150,000 and \$450,000;
- c) FPDC has now been advised that the pedestrian walkway requires connection to the bridge structure;
- d) Project Lawyers has written to Health NSW and Council. Their responses have been unsatisfactory to date and discussions are on-going as to the possible next steps;
- e) pedestrians have been accessing RNSH via the new pathway now connected to the Herbert Street bridge since 18/09/20. Multiplex carried out the works for access on authority from Council – this is being addressed by FWPD;
- f) 17/11/20 – SP62272 wrote to FWPD Committee regarding its concerns about the potential legal dispute in connection with the Herbert St bridge; and
- g) see agenda item 11.7 below.

### 11.3 CCTV Upgrade

The following was tabled:

- a) Forum West is independent of the central CCTV control system as the Forum West development was constructed after the Forum East development; and
- b) Securacore carried out the upgrade works for Forum West BMC, resulting in significantly improved CCTV for SP67702.

### 11.4 Security

See agenda item 7.8 above – E-group has commenced as the new contractor. **Resolved** to approve payment of the outstanding fees to GoldCrest for the proportion payable by SP67702 on the basis of being an obligation interdependent upon all other Members approving their share contemporaneously, although disputed but agreed as a commercial settlement in accordance with 'good faith' legal principle - SP67702 agrees to the contribution provided all other parties assume their collective responsibility (as a definitive final commercial settlement and absolute end to any and all liability to present date for SP67702 interests).



**11.5 EWIS upgrade**

The following was tabled:

- a) an upgrade is required for compliance and compatibility with the installation of mandatory equipment (e.g. smoke detectors); and
- b) the upgrade is not immediately required, although will need to be replaced if any current major electronic component fails and has been budgeted for by the BMC.

**11.6 Assumption Deed**

The following was tabled:

- a) the solicitors for 201 Pacific Highway have requested to have the execution of the Assumption Deed progressed by the members; and
- b) to be progressed by the SP67702 representative following redrafting.

**11.7 Legal**

The following was tabled:

- a) the Plaza Deed Committee is considering commencing action in the Supreme Court against Willoughby Council and others, to attempt to have the lease of the airspace for the Herbert St bridge declared invalid – it is estimated that the cost for 2020/21 will be approximately \$60,000 for Plaza Deed members;
- b) pursuant to s.103 SSMA and Reg 26 SSMR, SP67702 requires approval at a general meeting (ordinary resolution) to obtain legal services, UNLESS it is urgent to protect the interests of the OC and the costs do not exceed \$15,000; or the cost does not exceed \$3,000 (if the matter is not urgent);
- c) s.103 SSMA and Reg 26 SSMR are applicable even if the costs are being paid by SP67702 to the FWPD Committee; and
- d) a motion will need to be included on the SP67702 AGM agenda.

**11.8 Other**

**Resolved** that the SP67702 PDC Representative is authorised to agree to the re-engagement of Forum Properties (subject to contractual review) - the CONDITIONAL consent and In Principal Approval is although the subject of acceptable contracts and terms being agreed between the parties and allowing the satisfaction of contractual terms, to be formalised and acceptable by SP67702.

**12. OTHER BUSINESS****12.1 MSM Agreement**

The following was tabled:

- a) the current agreement with MSM expired on 01/06/20;
- b) s.50(4) of the *Strata Schemes Management Act 2015* provides that the term of appointment of a strata managing agent may be extended by the SC for successive periods of up to 3 months after it would otherwise expire (but not for any period that would extend beyond the date of the next annual general meeting of the owners corporation) pending a decision as to the reappointment of the strata managing agent at the next general meeting – **resolved** to approve that the current MSM agreement is extended for successive periods of up to 3 months at a time until the 2020 AGM is held;
- c) Hugh McCormack has provided the Chairman with a renewal proposal – to be discussed at a meeting with Hugh McCormack on 07/12/20; and
- d) a motion to engage a strata managing agent will be included on the 2020 AGM agenda (up to a maximum term of three (3) years in accordance with legislation) – the SC is to further consider.



**12.2 2020 AGM**

The following was tabled:

- a) the 2020 AGM has been postponed due to COVID-19 restrictions and levies have continued to be issued, based on the budget approved at the previous AGM;
- b) the scheme's financial year ends on 30 June each year and is required by legislation to have its AGM prior to the commencement of the next financial year – before 30 June 2021 for the 2019/20 financial year;
- c) the AGM can be held in the following manner:
  - i. face-to-face meeting at a venue that complies with social distancing restrictions;
  - ii. pre-meeting electronic voting (via electronic voting platform or voting paper) for all motions excluding the election of the SC;
  - iii. Zoom; or
  - iv. a combination of the above; and
- d) **resolved** that the SC will determine the date and format of the AGM at the next SC meeting.

**12.3 BM Agreement**

**Resolved** that a motion is to be included on the AGM agenda for approval to enter into a new agreement with Forum Properties (with key person clauses included). MSM

**13. NEXT MEETING**

**Resolved** that the next Strata Committee meeting will be held at 4pm on 3 February 2021 via Zoom. MSM

**14. CLOSE OF MEETING**

The meeting was adjourned at 7.15pm on 23/11/2020 and resumed at 4pm on 02/12/2020 to discuss agenda items 11, 12 and 13, which closed at 5.40pm.

Signed as a true and correct record

---

Chairperson

## MINUTES OF ANNUAL GENERAL MEETING

### *Strata Schemes Management Act 2015*

**Minutes of the Annual General Meeting of The Owners - Strata Plan No 67702 (Forum West) held at 4.00pm on Monday, 1 March 2021** and was (as notified) moved to **Wesley Conference Centre** (220 Pitt Street, Sydney) due to COVID-19 safe planning requirements.

#### **Attendance**

- (a) **Owners present in person:** Lots 132; 146; 259; 271; 275; 280; 286.
- (b) **Owners present by proxy or company nominee:** Lot 283 (Marcell Pavlovec)
- (c) **Apologies:** Paul Sheppard (Unit 2403); Joyce Hopwood (Unit 215); Robert Lewis (Unit 207)
- (d) **Persons in attendance:** Hugh McCormack (until 4:40pm), Erin Taylor & Natasha Gerold (McCormacks Strata Management – MSM)
- (e) **Chairperson:** Erin Taylor (under delegation)
- (f) **Declaration that quorum present:**  
At 4:00pm the Chairperson advised that there were insufficient persons present in person and by proxy and company nominee to constitute a quorum for the meeting and proposed that the owners present consider the items of business in the agenda on an informal basis until a quorum was present or until 30 minutes had passed.

At 4:30pm the Chairperson advised that there were still insufficient persons present in person or by proxy and company nominee to constitute a quorum. The Chairperson then declared that the owners present or so represented shall constitute a quorum in accordance with and for the purposes of clause 17 (4), Schedule 1 of the *Strata Schemes Management Act 2015*.

#### **1. Minutes \***

##### **Motion to amend motion:**

**Lot 259** moved to amend Motion 1 to reflect that no owners were present in person at the EGM held 24 May 2019 and that Lot 275 (not 285) was present by proxy or company nominee.

##### **Motion to amend motion passed.**

**Amended and resolved** that the Owners Corporation confirm the minutes of the Extraordinary General Meeting held 24 May 2019 and Extraordinary General Meeting held on 13 April 2020 be:

- (a) amended to show that no owners were present in person for the EGM held 24 May 2019 and that Lot 275 (not 285) was present by proxy or company nominee; and
- (b) otherwise confirmed as a true and correct record of the proceedings at that meeting as a true and correct record of the proceedings at those meetings.

## 2. Financial Statements \*

- (a) **Resolved** that the Owners Corporation agrees to adopt the audited financial statements for the 12 month period ended 30 June 2020.
- (b) **Resolved** that the Owners Corporation agrees to adopt the supplementary financial statements for the period 1 July 2020 to 31 January 2021.
- (c) **Resolved** that the audited financial statements for the BMC for the 12 month period ended 30 June 2020 be noted.

## 3. Auditor \*

**Motion to amend motion:**

**Lot 271** moved to amend Motion 3 to include the auditor's name in the resolution.

**Motion to amend motion passed.**

**Resolved** that the Owners Corporation resolves to appoint an auditor for the current financial year ending 30 June 2021 and that auditor be Tinworth & Co.

## 4. Budget and Levy Contributions \*

- (a) **Resolved** that the Owners Corporation estimates that, in respect of the period from 1 July 2020 to 30 June 2021 it will need to credit to its Administrative Fund and Capital Works Fund for actual and expected expenditure of the kind set out in sections 79(1) and 79(2) of the Act, the amounts set out in the budget annexed to this Notice.
- (b) **Resolved** that the Owners Corporation determines that the amounts set out below be levied as contributions to the Administrative Fund and the Capital Works Fund to raise the amount estimated in Motion 4(a) as needing to be credited to those funds:
  - (i) To the Administrative Fund the sum of **\$1,614,000** (exclusive of GST); and
  - (ii) To the Capital Works Fund the sum of **\$317,230** (exclusive of GST).
- (c) **Resolved** that the Owners Corporation determines that the contributions in Motion 4(b) are to be payable by regular periodic instalments as follows:

	Due	Administrative	Capital Works	Total
1 <sup>st</sup> instalment (already invoiced)	01.08.2020	\$402,729	\$80,079	<b>\$482,808</b>
2 <sup>nd</sup> instalment (already invoiced)	01.11.2020	\$402,729	\$80,079	<b>\$482,808</b>
3 <sup>rd</sup> instalment (already invoiced)	01.02.2021	\$402,729	\$80,079	<b>\$482,808</b>
4 <sup>th</sup> instalment	01.05.2021	\$405,813	\$76,993	<b>\$482,806</b>
	<b>TOTALS</b>	<b>\$1,614,000</b>	<b>\$317,230</b>	

- (d) **Resolved** that the Owners Corporation agrees that the levy contribution due 1 August 2021, being the levy for the first quarter of the next financial year, be raised as follows:
  - (i) To the Administrative Fund the sum of **\$403,500** (exclusive of GST); and
  - (ii) To the Capital Works Fund the sum of **\$79,307** (exclusive of GST).

and due and payable quarterly until re-determined at a general meeting.

## 5. Insurances \*

**Resolved** that The Owners – Strata Plan 67702:

(a) **Confirm the Insurance**

Confirm the insurance policies set out in the Schedule at the end of this Notice, which are currently held by the Owners Corporation in accordance with section 164 of the Act.

(b) **Renew the Insurance**

The Owners Corporation authorises the strata managing agent to take all necessary steps prior to the end of the term of the existing insurance policies taken out in accordance with section 164 of the Act, to obtain three (3) quotations and to enter into a new contract for insurance on behalf of the Owners Corporation in accordance with the instructions of the Strata Committee.

(c) **Valuation**

Authorises the managing agent to seek a quote from a Quantity Surveyor or a registered valuer to value the building damage insurance amount for replacement and reinstatement as now required under section 161 of the Act.

## 6. Matters to be determined only by a general meeting \*

**Resolved** that the Owners Corporation agrees in accordance with Clauses 6(a) and 9(i), Schedule 1 of the Act, there is no matter or type of matter to be determined only by the Owners Corporation in general meeting, other than those required by the Act.

## 7. Motion to lift restriction on expenditure

**Resolved** that the Owners Corporation agrees in accordance with section 102(3) of the Act to remove the limitation on spending imposed by section 102(2) of the Act, provided that the total expenditure for the current financial year shall not exceed the total budgeted expenditure for both the Administrative and Capital Works Funds by more than 10%.

## 8. Capital Works Fund Plan \*

**Resolved** that the Owners Corporation – Strata Plan SP67702 has:

- (a) reviewed the 10-Year Plan for the Capital Works Fund for the 10 year period commencing 2021; and
- (b) reviewed or replaced the 10-Year Plan for the Capital Works Fund if the Owners Corporation determines it necessary; and
- (c) acknowledged the contribution to be raised into the Capital Works Fund compared to the 10-Year plan.

## 9. Report of the strata managing agent \*

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

**Report**

	Received in 2020	Expected in 2021
Insurance commissions	Nil	Nil
Training services	Nil	Nil

**10. Annual Fire Safety Statement \***

**Resolved** that the Owners Corporation – Strata Plan SP67702 has:

- (a) Considered the Annual Fire Safety Statement under the *Environmental Planning and Assessment Act 1979*; and
- (b) Authorised the strata managing agent and the building manager to make arrangements to obtain and lodge with the relevant authorities, by the due date, the Annual Fire Safety Statement for 2021.

**11. Dealing with overdue contributions \***

**Resolved** that the Owners Corporation – Strata Plan SP67702 for the purpose of collecting unpaid levy contributions and interest, to authorise the strata managing agent and/or the Strata Committee to do any of the following:

- (a) Issue at least 30 days after the levy due date a written notice for immediate payment of any unpaid amount (*First Notice*);
- (b) If any contributions and interest remain wholly or partly unpaid for at least a further 30 days after the issue of the First Notice, issue a further written notice for immediate payment of any unpaid amount (*Second Notice*);
- (c) If the unpaid contributions and interest remain wholly or partly unpaid for a further 7 days following the issue of the Second Notice, engage solicitors to issue a notice in accordance with section 86(4) of the Act (*Notice of Action*) in respect of the action proposed to be taken under paragraph (d) below;
- (d) On the expiry of at least 21 days after the giving of the Notice of Action, commence proceedings against the lot owner concerned for the recovery of the unpaid contribution, interest and expenses of the Owners Corporation incurred in recovering the same in the New South Wales Civil and Administrative Tribunal or the Local Court of New South Wales, subject to and in accordance with legal advice.
- (e) enforce any judgment or Tribunal order obtained in the collection of levy contributions including commencing and maintaining bankruptcy proceedings or winding up proceedings;
- (f) filing an appeal or defending any appeal against any judgment or order concerning the levy contributions;
- (g) instruct the Owners Corporation's debt collection agent or solicitors in relation to any levy recovery proceedings;
- (h) enter into a payment plan with a lot owner, upon such terms as the Strata Committee considers appropriate and in accordance with section 85 of the Act.

*Explanation: Clause 9(h), Schedule 1 of the Act requires this motion to be considered at each Annual General Meeting.*

## 12. Utility Agreements \*

**Resolved** that The Owners – Strata Plan No. 67702 agree to review and consider the following agreements for the supply of utilities to the scheme:

- (a) Electricity Agreement
- (b) Gas Agreement
- (c) Other utility agreements

## 13. Agreement - McCormacks Strata Management Agreement

13.1 **Resolved** that The Owners – Strata Plan No. 67702 agrees:

- (a) That McCormacks NSW Pty Ltd trading as McCormacks Strata Management (Agent) be appointed in accordance with a new short term agreement on the same or similar terms of the existing agreement for a period of at least a further three (3) months as managing agent of the Owners Corporation;
- (b) to delegate to the Agent all of the functions of:
  - (i) The Owners Corporation (other than those listed in section 52(2) of the Act); and
  - (ii) Its chairperson, treasurer, secretary and Strata Committee necessary to enable the Agent to carry out the duties as defined in Schedule A2 and subject to the conditions and limitations in the agency agreement; and
- (c) pursuant to section 273 of the Act, that the common seal of the Owners Corporation be affixed to the proposed agency agreement and be signed by two persons nominated by the Owners Corporation (being owners of lots or members of the Strata Committee) which incorporates instruments appointing the Agent and delegating all the powers, authorities, duties and functions referred to therein.

13.2 **That** The Owners – Strata Plan No. 67702 resolves pursuant to section 49(2) of the Act, that McCormacks NSW Pty Ltd trading as McCormacks Strata Management (Agent) be considered to be appointed as managing agent of the Owners Corporation for a term between one (1) year and up to three (3) years.

**Note:** *It was agreed that the Strata Committee review renewal of the strata management services in conjunction with renewal of the concierge services and building management services. The Committee noted there were no issues with service but that the 3 months would allow opportunity to conduct a tender process, which had not been possible due to COVID-19.*

**14. Agreement- Excel Building Management – Concierge Services Agreement**

**Resolved** that The Owners – Strata Plan No. 67702 agrees:

- (a) That Excel Building Management Pty Ltd trading as Excel Building Management (Concierge) existing agreement be extended for a period of at least a further three (3) months for the continuing provision of outsourced concierge services of the Owners Corporation and thereafter;
- (b) Excel Building Management Pty Ltd trading as Excel Building Management (Concierge) be considered to be appointed for the provision of outsourced concierge services of the Owners Corporation for a term between one (1) year and up to three (3) years.

**Note:** *As above, it was agreed that the Strata Committee review renewal of the strata management services, concierge services and building management services together. The Committee noted there were no issues with service but that the 3 months would allow opportunity to conduct a tender process, which had not been possible due to COVID-19.*

**15. Agreement - Forum Properties Pty Limited – Facilities Management Agreement**

**Resolved** that The Owners – Strata Plan No. 67702 agrees:

- (a) That Forum Properties Pty Ltd trading Forum Properties (Facilities Management) existing agreement be extended for a period of at least a further three (3) months for the continuing provision of outsourced facilities management services of the Owners Corporation and thereafter;
- (b) Excel Forum Properties Pty Ltd trading Forum Properties (Facilities Management) be considered to be appointed for the provision of outsourced facilities management services of the Owners Corporation for a term between one (1) year and up to three (3) years.

**Note:** *As above, it was agreed that the Strata Committee review renewal of the strata management services, concierge services and building management services together. The Committee noted there were no issues with service but that the 3 months would allow opportunity to conduct a tender process, which had not been possible due to COVID-19.*

**16. Amendment to Short-term letting – Special By-Law 10**

**Special Resolution – Motion determined by Unit Entitlements ('UEs')**

**For:** 4,760 UEs (100%)    **Against:** 0 (0.00%)    **Abstained:** 304 UEs

**Resolved** that The Owners – Strata Plan No. 67702 resolves by special resolution, pursuant to sections 136 and 141 of the *Strata Schemes Management Act 2015* for the administration, control and management of the scheme, to amend Special By-law 10 for the scheme so that it reads in accordance with the below Special By-law 10.

**Special By-Law No. 10 - Regulating use of lots for short term letting**

- (1) In this by-law, the following words and phrases have the following meaning:
  - (a) “**Act**” means for the time being the *Strata Schemes Management Act 2015* (NSW), the Regulations thereunder and any Act or regulation replacing the same or any other law or

regulation associated with or attaching to the Act relevant to Short Term Rental Accommodation Arrangement

- (b) **“Owner”** has the same meaning as in the Act.
  - (c) **“Occupier”** has the same meaning as in the Act.
  - (d) **“Short-Term Rental Accommodation Arrangement”** means a commercial arrangement for giving a person the right to occupy residential premises for a period of not more than 3 months at any one time, and includes any arrangement prescribed by applicable regulations to be a short-term rental accommodation arrangement, but does not include any arrangement prescribed by applicable regulations not to be a short-term rental accommodation arrangement or an agreement governed by the *Residential Tenancies Act 2010 NSW* (or any Act replacing the same).
- (2) The strata scheme is a residential scheme containing residential lots. An Owner of a lot, or an Occupier of a lot must not use their lot, or permit their lot to be used, for the purposes of a Short-Term Rental Accommodation Arrangement.
  - (3) For the avoidance of doubt, this by-law does not prohibit an Owner or Occupier to use their lot, or permit their lot to be used, for the purposes of a Short-Term Rental Accommodation Arrangement where the lot is the principal place of residence of an Owner or Occupier.
  - (4) An Owner or Occupier who allows their lot to be used for the purposes of a Short-Term Rental Accommodation Arrangement:
    - (a) must repair damage to common property caused by their use of the lot for such a purpose;
    - (b) must indemnify the Owners Corporation against all claims and liability arising out of the use of their lot for such a purpose;
    - (c) must not do anything that might prejudice the security or safety of the strata scheme;
    - (d) must not allow the use of any leisure facility (including but not limited to any Spa, Swimming Pool and Gymnasium) and this clause is to be read as a prohibition
  - (5) An Owner or Occupier who leases, sub-leases a lot or assigns such a lease or sub-lease must give the Owners Corporation notice of the lease or assignment in accordance with section 258 of the Act and must give a copy of that notice to the strata manager, and if there is no strata manager, to the Secretary.
  - (6) An Owner or Occupier must not, except as permitted under the Act, permit the number of adults who sleep overnight in the lot to exceed two adults in each bedroom.
  - (7) A bedroom in the lot must not contain more than two beds, excluding children’s beds, cots or bassinets.
  - (8) For the purposes of clause 6 a bedroom is a room approved for use as a bedroom under, or indicated as a bedroom in any plans the subject of, a planning approval and does not include a lounge room, dining room, family room, rumpus room, bathroom, kitchen, laundry or balcony, courtyard, or terrace area (whether or not enclosed).



- (9) An Owner or Occupier must not, without the prior approval of the Owners Corporation, erect any wall or structure within the lot for the purpose of, or having the effect of, creating additional rooms within the lot.
- (a) This by-law is a fundamental term in any lease or licence granting rights of occupation to the lot, whether or not the lease or licence contains a clause having the same effect as this by-law.
- (10) If a lessee, licensee or other Occupier of a lot commits a breach of this by-law, the Owner must take immediate steps to terminate the lease or licence and the occupation of the lot thereunder.
- (11) The restrictions in this by-law are for the purpose of protecting the health, safety (including in particular compliance with fire safety regulations), welfare and quiet enjoyment of all Owners and Occupiers and to avoid disproportionate use of, and wear and tear on, the common property in particular, leisure facilities, on corridors, lifts, stairs, stairwells and other access ways.
- (12) This by-law operates in addition to and not in derogation of any rights, duties or obligations arising under any provision of, or instrument issued under, any of:
- (a) the Environmental Planning & Assessment Act 1979 and Regulations thereunder or any Act or Regulations replacing the same;
- (b) the Fair Trading Act 1987 and Regulations thereunder or any Act or Regulations replacing the same;
- (c) any conditions of any consent given by any Local Council (applicable to the strata scheme which includes that local council and any amalgamation of any other local council) in connection with the development approval for the development of the site now constituted by the Strata Scheme;
- (d) the Act; and
- (e) generally at law.
- (13) For the avoidance of doubt, if a term of this by-law is invalid, void or unenforceable, all other provisions which are capable of separate enforcement without regard to an invalid, void or unenforceable provision are and will continue to be of full force and effect in accordance with their terms.

## 17. Election of Strata Committee \*

- (a) **Resolved** that nominations for candidates for election to the Strata Committee be received from:

Candidate	Nominator
Susan Dadswell (Lot 259)	Peter Dadswell (Lot 259)
Marcell Pavlovec (Lot 283)	Company nominee for Lot 283
John Thorpe (Lot 146)	Laurel Thorpe (Lot 146)
Marita Hermansson (Lot 271)	Self-nomination
Samantha Polkinghorne (Lot 286)	Self-nomination

- (b) **Resolved** that the candidates each advised that there were no connections they were required to disclose.
- (c) **Resolved** that the number of members of the Strata Committee be determined as 5.
- (d) **Resolved** that those candidates above be declared as elected to the Strata Committee.

#### 18. Close of meeting

There being no further business the Chairperson declared the meeting closed at **4:50pm**.

Signed as a true and correct record.

---

**CHAIRPERSON**

## MINUTES OF STRATA COMMITTEE MEETING

**Minutes of the Strata Committee Meeting of The Owners – Strata Plan No 67702 (Forum West) held immediately following the Annual General Meeting on Monday, 1 March 2021.**

### 1. Attendance

- (a) **Present:** Susan Dadswell; Jon Thorpe; Marcell Pavlovec; Marita Hermansson; Samantha Polkinghorne
- (b) **Apologies:** Nil
- (c) **In Attendance:** Laurel Thorpe (Unit 1011); Peter Dadswell (Unit 2101); Alistair Nicholas (Unit 2301); Helen Cheung (Unit 2306); Erin Taylor (McCormacks Strata Management)
- (d) **Chairperson:** Erin Taylor (under delegation)

### 2. Minutes

**Resolved** that confirmation of the minutes of the Strata Committee meeting held 23 November 2020 be carried forward.

### 3. Election of Office Bearers

**Resolved** that the following persons be elected to the following positions of office:

- (a) **Chairperson:** Jon Thorpe
- (b) **Treasurer:** Marcell Pavlovec
- (c) **Secretary:** Susan Dadswell

### 4. Election of Representative and Substitute Representative to the Building Management Committee

**Resolved** that **Jon Thorpe** be elected as the BMC representative and that **Marcell Pavlovec** be elected as the substitute representative.

### 5. Matters arising from the last Committee meeting

The following matters arising were considered:

- 5.1. Building maintenance unit (BMU) steel wire replacement quote – **Agreed** that:
  - a. unless the works need to be completed immediately for a compliance or health/safety issue, that an additional 2 quotes be obtained for comparison with A Grade Access's quote CH2260 for \$19,060.16 (+ GST);
  - b. MP to ensure incidental repairs/replacements be included in any future maintenance agreements with the contractor.
- 5.2. Review of procedure for use of leisure facilities – **Noted** the request to remove the existing booking system and **agreed** that:



- a. Public Health advice be further monitored before enacting a change in procedure;
- b. that the Concierge document all requests for a review in their next Concierge Report for the SC to properly consider.

5.3. Building security – **Agreed** that MP work with the BM to obtain quotes for two (2) additional CCTV cameras monitoring the building entrance – one facing up Herbert Street and the other facing down.

**6. Date of Next Meeting**

**Resolved** that the next meetings be confirmed as follows:

- Monday, 3 May 2021 – Strata Committee meeting
- Monday, 5 July 2021 – Strata Committee meeting
- Monday, 6 September 2021 – Strata Committee meeting
- Wednesday, 13 October 2021 – Annual General Meeting

**7. Close of Meeting**

There being no further business the meeting closed at **5:00pm**.

Signed as a true and correct record

---

Chairperson

Form: 15CH  
Release: 2.1

**CONSOLIDATION/  
CHANGE OF BY-LAWS**

New South Wales

Strata Schemes Management Act 2015

Real Property Act 1900

Leave this space clear. Affix additional  
pages to the top left-hand corner.

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

(A) TORRENS TITLE	For the common property CP/ SP67702		
(B) LODGED BY	Document	Name, Address or DX, Telephone, and Customer Account Number if any	CODE  <b>CH</b>
	Collection	McCormacks Solicitors	
	Box	Suite 5.01, Level 5, 151 Castlereagh St LLPN 123 732S Sydney NSW 2000	
	Reference:	Strata Plan no. 67702	

- (C) The Owners-Strata Plan No. 67702 certify that a special resolution was passed on 13/4/2020
- (D) pursuant to the requirements of section 141 of the Strata Schemes Management Act 2015, by which the by-laws were changed as follows—
- (E) Repealed by-law No. NOT APPLICABLE  
Added by-law No. Special by-law no.14  
Amended by-law No. NOT APPLICABLE  
as fully set out below:  
Refer to Annexure A

- (F) A consolidated list of by-laws affecting the above mentioned strata scheme and incorporating the change referred to at Note (E) is annexed hereto and marked as Annexure A
- (G) The seal of The Owners-Strata Plan No. 67702 was affixed on 11/9/2020 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal:

Signature:

Name: Michael McCormack

Authority: Strata Manager

Signature:

Name:

Authority:



## Annexure A

### Consolidated By-Laws for Strata Plan No. 67702

#### Contents

1. Noise .....	4
2. Vehicles.....	4
3. Obstruction of common property.....	4
4. Damage to lawns and plants on common property .....	4
5. Damage to common property .....	4
6. Behaviour of owners and occupiers .....	5
7. Children playing on common property in building.....	5
8. Behaviour of invitees .....	5
9. Depositing rubbish and other material on common property (amended 26 September 2011)5	
10. Drying of laundry items .....	5
11. Cleaning windows and doors .....	5
12. Storage of inflammable liquids and other substances and materials .....	5
13. Moving furniture and other objects on or through common property .....	6
14. Floor coverings .....	6
15. Garbage disposal .....	6
16. Keeping of animals .....	6
17. Appearance of lot .....	6
18. Notice-board.....	7
19. Change in use of lot to be notified.....	7
20. Curtains .....	7
21. Strata management statement.....	7
22. Plaza deed .....	7
23. Telecommunication Lot.....	7
24. Easements .....	8
25. Air conditioning in the building (levels 15-24 ONLY) .....	8
26. Hot water systems .....	9
27. Gas stoves .....	9
28. Structural support in the building.....	9
29. Use of car parking spaces (amended 16 September 2019) .....	10
30. Use of carwash bays .....	10
31. Swimming pool and gymnasium areas (amended 3 August 2006).....	10
32. Agreement with the building manager.....	11
33. Access to lots .....	11



DICTIONARY .....	11
Special By-Law 1 (passed 19 December 2002) .....	12
Special By-law 2 – Floor Coverings (passed 14 August 2007).....	13
Special By-Law No. 3 – Appointment of representatives to the Forum West Building Management Committee (passed 3 August 2006) .....	16
Special By-Law No. 4 - Integrity of Fire Safety Systems (passed 18 December 2006, amended 2 October 2012) .....	17
Special By-law No. 5 - Electronic Delivery of Notices (passed 10 October 2013).....	19
Special By-law No. 6 - Fire Safety Equipment (passed 18 September 2014).....	19
Special By law No. 7 – Alterations (passed 18 September 2014).....	20
Special by-law No. 8 - No smoking policy (passed 18 September 2014).....	23
Special By-law No. 9 – Bollards (passed 28 September 2015) .....	24
Special By-law No. 10 - Short Term Letting (passed 28 September 2015, amended 23 October 2017).....	25
Special By-Law No 11 - Facilities Area (passed 4 October 2016) .....	27
Special By-Law No 12 – Minor Renovations by Owners – Delegation of Functions (passed 23 October 2017).....	27
Special By-Law No 13 – Occupancy Limits (Regulation overcrowding) (passed 23 October 2017)28	
Special By-Law No 14 – Electronic Voting (passed 13 April 2020).....	29

## **1. Noise**

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

## **2. Vehicles**

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

## **3. Obstruction of common property**

An owner or occupier of a lot must not obstruct lawful use of common property by any person.

## **4. Damage to lawns and plants on common property**

An owner or occupier of a lot must not:

- (a) damage any lawn, garden, tree, shrub, plant or flower being part of or situated on common property, or
- (b) use for his or her own purposes as a garden any portion of the common property.

## **5. Damage to common property**

- 5.1 An owner or occupier of a lot must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property without the approval in writing of the owners corporation.
- 5.2 An approval given by the owners corporation under **by-law 5.1** cannot authorise any additions to the common property.
- 5.3 This by-law does not prevent an owner or person authorised by an owner from installing:
  - (a) any locking or other safety device for protection of the owner's lot against intruders, or
  - (b) any screen or other device to prevent entry of animals or insects on the lot, or
  - (c) any structure or device to prevent harm to children.
- 5.4 Any such locking or safety device, screen, other device or structure must be installed in a competent and proper manner and must have an appearance, after it has been installed, in keeping with the appearance of the rest of the building.
- 5.5 Despite section 62, the owner of a lot must maintain and keep in a state of good and serviceable repair any installation or structure referred to in **by-law 5.3** that forms part of the common property and that services the lot.



## **6. Behaviour of owners and occupiers**

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

## **7. Children playing on common property in building**

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

## **8. Behaviour of invitees**

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

## **9. Depositing rubbish and other material on common property (amended 26 September 2011)**

- (i) An owner or occupier of a lot must not deposit or throw on the common property any rubbish, dirt, water, dust or other material likely to interfere with the peaceful enjoyment of the owner or occupier of a lot or of any person lawfully using the common property; and
- (ii) An owner or occupier of a lot must not allow water from washing of balconies or watering of plants to flow over the sides of the balcony of their lot; and
- (iii) An owner or occupier of a lot is not permitted to use a hose for the purpose of washing the balcony of their lot or watering of plants.

## **10. Drying of laundry items**

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

## **11. Cleaning windows and doors**

An owner or occupier of a lot must keep clean all glass in windows and doors on the boundary of the lot, including so much as is common property.

## **12. Storage of inflammable liquids and other substances and materials**

- 12.1 An owner or occupier of a lot must not, except with the approval in writing of the owners corporation, use or store on the lot or on the common property any inflammable chemical, liquid or gas or other inflammable material.

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

### **13. Moving furniture and other objects on or through common property**

- 13.1 An owner or occupier of a lot must not transport any furniture or large object through or on common property within the building unless sufficient notice has first been given to the executive committee so as to enable the executive committee to arrange for its nominee to be present at the time when the owner or occupier does so.
- 13.2 All furniture and other large objects must be transported by way of the goods lift in the building.

### **14. Floor coverings**

- 14.1 An owner of a lot must ensure that all floor space within the lot is covered or otherwise treated to an extent sufficient to prevent the transmission from the floor space of noise likely to disturb the peaceful enjoyment of the owner or occupier of another lot.
- 14.2 This by-law does not apply to floor space comprising a kitchen, laundry, lavatory or bathroom.

### **15. Garbage disposal**

- (1) An owner or occupier of a lot:
- (a) dispose of general waste by using the garbage chute in the Building which can be accessed on each floor through the garbage room located on the common property.
  - (b) must dispose of recyclable waste by placing it in an appropriate container in the garbage room located on the common property on each floor;
  - (c) must ensure that before refuse is placed in a receptacle it is securely wrapped or, in the case of tins or other containers, completely drained, and
  - (d) must promptly remove any thing which the owner, occupier or garbage collector may have spilled from the receptacle and must take such action as may be necessary to clean the area within which that thing was spilled; and
  - (e) must comply with the directions from time to time of the building manager as to the manner of disposal or garbage.

### **16. Keeping of animals**

Subject to section 49(4), an owner or occupier of a lot must not keep any animal on the lot or the common property.

### **17. Appearance of lot**

- 17.1 The owner or occupier of a lot must not, without the written consent of the owners corporation, maintain within the lot anything visible from outside the lot that, viewed from outside the lot, is not in keeping with the rest of the building.

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

## **18. Notice-board**

The owners corporation must cause a notice-board to be affixed to some part of the common property.

## **19. Change in use of lot to be notified**

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

## **20. Curtains**

Any curtain or blind in a window or door which faces public or common areas must have a backing coloured pale grey white or beige or other colour that may be approved by the owners corporation.

## **21. Strata management statement**

- 21.1 In addition to these by-laws an owner or occupier of a lot must comply with the terms of the Strata Management Statement in respect of the building, which will govern, among other things the use of the Shared Facilities, the basement loading dock area, security procedures for the building and building management.
- 21.2 If there is a conflict between these by-laws and the Strata Management Statement, the terms of the Strata Management Statement will prevail.

## **22. Plaza deed**

The owners corporation, in addition to the powers and authorities conferred on it by or under the Act and these by-laws, has the power and authority to execute documents to provide for regulation of certain matters affecting the Special Areas referred to in the Plaza Deed.

## **23. Telecommunication Lot**

- 23.1 Lot 291 in the strata plan is a space on the roof to be retained by Winten Developments Pty Limited or its assigns to be leased or licensed to a party or parties for the purpose of installing, maintaining and operating telecommunications equipment. Equipment that may be installed is any equipment allowed by any competent authority, installed in accordance with the approval and requirement of any authority. All costs associated with the installation, maintenance and operation of any equipment will be the sole responsibility of the owner of Lot 291 and if there is any increase in the cost of any building expenses or insurances solely attributable to the installation, maintenance and operation of the equipment, the additional cost will be the responsibility of the proprietor of Lot 291.

- 23.2 Provided the proprietor of Lot 291 complies with the requirements of any competent authority in relation to the installation, maintenance and operation of any telecommunication equipment and subject to the provisions of the Strata Management Statement, the by-laws from time to time for the Strata Scheme and these by-laws, neither the owners corporation (nor any proprietor or occupier) can make any objection to the use of Lot 291 as contemplated by this by-law.

## **24. Easements**

- 24.1 Under the requirements of the Strata Management Statement or the Plaza Deed it may be necessary from time to time to create easements or other rights in respect of shared facilities either within the Development or within the areas and buildings covered by the Plaza Deed or with the State Rail Authority of New South Wales.
- 24.2 The owners corporation and all proprietors must act in accordance with the documents listed in **by-law 24.1** and promptly sign any document reasonably required under the terms of those documents; or if any easement or right is not expressly contemplated by the documents, they must act reasonably with a view to the good management and operation of the Development and the areas and buildings covered by the Plaza Deed.

## **25. Air conditioning in the building (levels 15-24 ONLY)**

- 25.1 The owner of each lot has:

- (a) a special privilege to connect to and use the common property condenser water and distribution system; and
- (b) exclusive use and enjoyment of the common property air conditioning water cooling plant exclusively servicing their lot. Air conditioning water cooling plant includes pipes, wires, cables, ducts, cooling towers, pumps and fans.

- 25.2 Each owner must:

- (a) maintain and repair the air conditioning plant which exclusively services his or her lot;
- (b) reimburse the owners corporation for maintenance, repair of or replacement of any air conditioning plant which exclusively services his or her lot carried out by the owners corporation;
- (c) give the owners corporation access to his or her lot to maintain, repair or replace air conditioning plant;
- (d) pay the owners corporation for the cost of provision of condenser water on a unit entitlement basis.

- 25.3 The owners corporation must:

- (a) operate, maintain, repair and replace air conditioning plant located on common property (including plant which is for the exclusive use of a lot); and
- (b) give owners and occupiers regular accounts for their costs under this by-law.

- 25.4 The owners corporation may enter into maintenance agreements with third party specialists for the maintenance and repair of air conditioning plant.
- 25.5 The owners corporation may discontinue the supply of condenser water to an owner's lot if the owner has not paid the owners corporation's costs under this by-law. The owners corporation does not have to reinstate the condenser water supply until the owner or occupier pays the costs.

## **26. Hot water systems**

- 26.1 The owner of each lot has a special privilege to connect to and use the common property hot water system.
- 26.2 Each owner or occupier must:
- (a) pay the owners corporation according to regular accounts issued by the owners corporation that are based on metered readings or pay these accounts direct to AGL Gas Company Limited (AGL); and
  - (b) give the owners corporation access to his or her lot to read any hot water meters located in the lot.
- 26.3 The owners corporation must:
- (a) operate, maintain, repair and replace the hot water system; and
  - (b) give owners and occupiers regular accounts for their costs under this by-law.
- 26.4 The owners corporation may have agreements with third parties about the operation, maintenance, repair and replacement of the hot water system.
- 26.5 The owners corporation may discontinue the hot water service to an owner's lot if the owner or occupier has not paid the owners corporation's costs under this by-law. The owners corporation does not have to reinstate the hot water service until the owner or occupier pays the cost.

## **27. Gas stoves**

An owner or occupier must pay the owners corporation for the cost of provision of gas by AGL to any gas stove in his or her lot on a unit entitlement basis.

## **28. Structural support in the building**

An owner or occupier must not carry out any alteration to any part of the Building which renders structural support to any other part of the Development without first submitting copies of all relevant plans and approvals to the owners corporation and obtaining the written permission of the owners corporation to the proposed alteration. The consent of any competent authority must also be obtained for the alteration and any works approved by the owners corporation must be carried out in accordance with the conditions imposed by the consent authority and the owners corporation.

## **29. Use of car parking spaces (amended 16 September 2019)**

- 29.1 An owner or occupier of a lot can only use the carparking space/s attached to his or her lot (if any) for the purpose of parking motor vehicles.
- 29.2 An owner or occupier of a lot may not use any power point located within the carparking space attached to his or her lot (if any) to power any electrical equipment on a continuing basis. These power sources may only be used by owners or occupiers for small appliances and on a short-term basis.
- 29.3 The owners corporation has the right to use any power source located within a lot provided that use complies with the restrictions imposed by **by-law 29.2**.
- 29.4 The owners corporation has the right to disconnect any power source used by an owner or occupier in contravention of **by-law 29.2**.
- 29.5 A carparking space within the strata scheme can only be leased to a registered resident of SP67702.

## **30. Use of carwash bays**

- 30.1 Owners or occupiers may use the carwash bays situated in the common property of the carpark of the Building:
- (a) by prior arrangement with the owners corporation; and
  - (b) during the hours nominated by the owners corporation.
- 30.2 When using any carwash bay, an owner or occupier must:
- (a) not unreasonably obstruct the use of the carwash bay by other owners and occupiers;
  - (b) not leave his or her car parked in the carwash bay for any longer than is reasonably necessary for washing the car;
  - (c) turn off all taps used; and
  - (d) leave the carwash bay clean and tidy.
- 30.3 In addition to its powers under the Act, the owners corporation has the power to appoint another person (eg the Building Manager) to perform its functions under this by-law. If the owners corporation takes this step, owners and occupiers must comply with the directions of that appointed person.

## **31. Swimming pool and gymnasium areas (amended 3 August 2006)**

The swimming pool and gymnasium areas are available for use by the occupiers of strata lots on conditions for use to be prescribed by the owners corporation.

## **32. Agreement with the building manager**

- 32.1 In addition to its powers under the Act, the Owners Corporation has the power to appoint and enter into an agreement with the Building Manager to provide management and operational services for the Building.
- 32.2 The agreement may have a term that expires no later than 5 years after the date of the first annual general meeting of the Owners Corporation with an option for renewal of up to 5 years. The Owners Corporation and the Building Manager may have rights to terminate the agreement early.
- 32.3 The agreement may specify the Building Managers duties, which may include:
- (a) caretaking, supervising and servicing the common property;
  - (b) supervision of cleaning, repair, maintenance, renewal or replacement of common property;
  - (c) providing services to the Owners Corporation, owners and occupiers including, without limitation, the services of a handyperson, room cleaning and servicing, food and non-alcoholic drink services;
  - (d) supervising any Owners Corporation employees or contractors;
  - (e) supervising the Building generally; and
  - (f) doing anything else that the Owners Corporation agrees is necessary for the operation and good management of the Building.
- 32.4 The Building Manager must comply with the instructions of the Owners Corporation in performance of its duties relating to management of the Building.
- 32.5 Owners and occupiers must not:
- (a) interfere with or stop the Building Manager exercising its duties and performing its functions under its agreement with the Owners Corporation; or
  - (b) interfere with or stop the Building Manager using common property that the Owners Corporation permits the Building Manager to use.

## **33. Access to lots**

Owners and occupiers must give reasonable access to their lots to the Building Manager, representatives of the Owners Corporation or their employees or contractors when access is required for the repair, servicing or maintenance of Development services that are contained within or accessible via their lots.

## **DICTIONARY**

A reference to a **section** in these by-laws is a reference to a section in the Act.

**Act** means the Strata Schemes Management Act 1996 as amended.

**Building** means the residential unit building known as Forum West at Herbert Street, St Leonards comprised in Folio Identifier 21/1034099.

**Development** means the development contained within and on the land comprised in Folio Identifiers 21, 22, 23 and 25/1034099 which includes the Building.

**Plaza Deed** means the document dated 31 January 2000 between the State Rail Authority of New South Wales and the owners of buildings comprising the Forum, St Leonards, as may be amended or replaced from time to time, a copy of which has been deposited with the owners corporation.

## **Special By-Law 1 (passed 19 December 2002)**

### **1. DEFINITIONS**

- (i) The following terms are defined to mean:

**"Air Conditioning Unit"** means an air conditioning system for the purpose of cooling and heating, including (but not limited to) all ancillary structures, piping and ducting.

**"Owners"** means each of the owners for the time being in strata scheme 67702.

- (ii) Where any terms used in this by-law are defined in the Strata Schemes Management Act 1996, they will have the same meaning as those words are attributed under that Act.

### **2. RIGHTS**

Subject to the conditions in paragraph 3 of this by-law, the Owners will have a special privilege to install and maintain an Air Conditioning Unit to their lot.

### **3. CONDITIONS**

#### **Maintenance**

- (i) The Owners must properly maintain and keep the common property to which the Air Conditioning Unit is attached in a state of good and serviceable repair.
- (ii) The Owners must properly maintain and keep the Air Conditioning Unit in a state of good and serviceable repair and must replace the Air Conditioning Unit as required from time to time.

#### **Performance of Works**

- (iii) When installing an Air Conditioning Unit, the Owners must:
- (a) obtain the written approval of the owners corporation before they install the Air Conditioning Unit to their lot;
- (b) only install an Air Conditioning Unit that is of a style, design & specification as approved by the owners corporation;
- (c) only install an Air Conditioning Unit on the balcony of the lot;



- (d) protect all areas of the building outside their lots from damage when installing an Air Conditioning Unit;
- (e) keep all areas of the building outside their lots clean and tidy when installing an Air Conditioning Unit;
- (f) only install an Air Conditioning Unit at the times approved by the owners corporation;
- (g) not create noise that causes discomfort, disturbance or interference with activities of any other occupier of the building;
- (h) remove all debris resulting from installing an Air Conditioning Unit immediately from the building;
- (i) comply with the requirements of the owners corporation to comply with any other by-laws concerning the installation of an Air Conditioning Unit.

#### **Liability**

- (iv) The Owners will be liable for any damage caused to any part of the common property as a result of the installation or attachment of an Air Conditioning Unit to the common property and will make good that damage immediately after it has occurred.

#### **Indemnity**

- (v) The Owners must indemnify the owners corporation against any loss or damage the owners corporation suffers as a result of installing an Air Conditioning Unit on the common property including liability under Section 65(6) in respect of any property of the Owners.

#### **Cost of Air Conditioning Unit**

- (vi) The installation, maintenance, repair and replacement of an Air Conditioning Unit will be at the cost of the Owners.

#### **Right to Remedy Default**

- (vii) If the Owners fail to comply with any obligation under this by-law, THEN the owners corporation may:
  - (a) carry out all work necessary to perform that obligation;
  - (b) enter upon any part of the parcel to carry out that work; and
  - (c) recover the costs of carrying out that work from the defaulting Owner.

### **Special By-law 2 – Floor Coverings (passed 14 August 2007)**

#### **DEFINITIONS AND INTERPRETATIONS**

1. In this by law, unless the context otherwise requires or permits:

- (a) **Authority** means any government, semi government, statutory, public or other authority having any jurisdiction over the lot.
- (b) **Owner** means the owner of the lot from time to time.
- (c) **Owners Corporation** means the owners corporation created by the registration of strata plan registration number 67702.
- (d) **Special Privilege Area** means those parts of the common property floor for a lot required to install the works for that lot.
- (e) **Works** means an Owner's works for the benefit of their lot to install parquetry, timber or tiled flooring and the like and associated works in that lot.

2. In this by law, unless the context otherwise requires, a word which denotes:

- (a) the singular includes plural and vice versa;
- (b) any gender includes the other genders;
- (c) any terms in the by law will have the same meaning as those defined in the Strata Schemes Management Act 1996;
- (d) anything the Owner is required or permitted to do under this by law is to be at the Owner's cost; and
- (e) references to legislation includes references to amending and replacing legislation;

## GRANT OF RIGHTS

- 3. Subject to the Owner's compliance with clauses 5, 6 and 7 of this by law an Owner is granted the right to install the Works in the Special Privilege Area.
- 4. In relation to parquetry, timber or tiled flooring and the like already installed at the time of the making of this by law, this by law applies as if the Works were installed by the Owner benefited by those Works in accordance with clauses 5, 6 and 7 of this by law.

## CONDITIONS

- 5. Before commencement of the Works each Owner must:
  - (a) provide the Owners Corporation with detailed specifications of the Works;
  - (b) provide the Owners Corporation with an installation diagram showing measurements where the Works are to be located;
  - (c) provide the Owners Corporation with a report from a qualified acoustic engineer that shows that the noise transmission due to the installation of the Works is not likely to disturb the peaceful enjoyment of the owner or occupier of another lot;
  - (d) obtain all necessary approvals from any Authorities and provide a copy to the Owners Corporation;

- (e) provide the Owners Corporation's nominated representative(s) access to inspect the lot within 48 hours of any request from the Owners Corporation; and
  - (f) obtain approval for the Works from the Owners Corporation.
6. Whilst the Works are in progress each Owner must:
- (a) use duly licensed employees, contractors or agents to conduct the Works and supply their contact details before each of them commences their work;
  - (b) ensure that the Works are conducted in a proper and workmanlike manner;
  - (c) use reasonable endeavours to cause as little disruption as possible;
  - (d) perform the Works during times reasonably approved by the Owners Corporation;
  - (e) perform the Works within a period of 1 month from their commencement or such other period as reasonably approved by the Owners Corporation;
  - (f) transport all construction materials, equipment and debris in the manner reasonably directed by the Owners Corporation;
  - (g) protect all affected areas of the building outside the lot from damage relating to the Works or the transportation of construction materials, equipment and debris;
  - (h) ensure that the Works do not interfere with or damage the common property or the property of any other lot owner other than as approved in this by law and if this happens the Owners must rectify that interference or damage within a reasonable period of time;
  - (i) indemnify the Owners Corporation against any costs or losses associated with the installation of the Works, excluding any liability under Section 65(6) of the Strata Schemes Management Act 1996;
  - (j) provide the Owners Corporation's representative(s) access to inspect the lot within 24 hours of any request from the Owners Corporation (for clarity more than one inspection may be required); and
  - (k) not vary the Works without first obtaining the consent in writing from the Owners Corporation.
7. After the Works have been completed each Owner must without unreasonable delay:
- (a) notify the Owners Corporation that the Works have been completed;
  - (b) notify the Owners Corporation that all damage, if any, to lot and common property caused by the Works and not permitted by this by law have been rectified;
  - (c) provide the Owners Corporation with a copy of any certificate or certification required by an Authority to approve the Works;

- (d) provide the Owners Corporation with certification from a suitable qualified engineer(s) approved by the Owners Corporation that the Works or works required to rectify any damage to lot or common property have been completed in accordance with the terms and conditions of this by law;
  - (e) provide the Owners Corporation with certification from a suitable qualified acoustic engineer showing that the noise transmission due to the installation of the Works is not likely to disturb the peaceful enjoyment of the owner or occupier of another lot;
  - (f) provide the Owners Corporation's nominated representative(s) access to inspect the lot within 48 hours of any request from the Owners Corporation to check compliance with this by law or any consents provided under this by law; and
  - (g) the Owners Corporation's right to access the lot arising under this by law expires once it is reasonably satisfied that paragraphs (a) to (e) immediately above have been complied with.
8. Each Owner:
- (a) must maintain and upkeep the Works;
  - (b) must maintain and upkeep the Special Privilege Area;
  - (c) remains liable for any damage to lot or common property arising out of the Works;
  - (d) must make good any damage to lot or common property arising out of the Works;
  - (e) must indemnify the Owners Corporation against any costs or losses arising out of the Works, excluding any liability under Section 65(6) of the Strata Schemes Management Act 1996 in respect of the property of the Owner.

### **Special By-Law No. 3 – Appointment of representatives to the Forum West Building Management Committee (passed 3 August 2006)**

- A. The representative of the Owners Corporation to the Forum West Building Management Committee is to be a member of the Executive Committee of the Owners Corporation at the time the appointment is made, and
- B. If the representative of the Owners Corporation to the Forum West Building Management Committee ceases to be a member of the strata scheme's Executive Committee then the representative's appointment to the Building Management Committee is terminated and the Owners Corporation will appoint a new representative to the Building Management Committee in accordance to this by-law as soon as practicable.
- C. The Owners Corporation authorises the Executive Committee of the Owners Corporation to appoint the representative of the Owners Corporation to the Forum West Building Management Committee on its behalf and as contemplated in clauses A & B.

## **Special By-Law No. 4 - Integrity of Fire Safety Systems (passed 18 December 2006, amended 2 October 2012)**

### **A. DEFINITION/S**

(i) In this by law, the following terms are defined to mean:

"Fire Safety Device" means any structure or device contained in a lot or the common property that functions to:

- monitor the incidence of smoke, heat or fire in the parcel,
- signals warnings of danger or other hazards as a result of smoke, heat or fire in the parcel,
- provide lighting, directional signals and audible or visual signals in the case of smoke, heat or fire in the parcel,
- control access in, out and through the parcel in the case of smoke, heat or fire or other dangers or hazards in the parcel including, but not limited to, doors, access ways, stairways, lifts and other common areas,
- notifying (by audible, telephonic, electronic or other means) any fire protection agencies of the risk or occurrence of heat, smoke or fire or other like dangers or hazards in the parcel,
- retarding the spread of smoke, heat or fire through parcel,
- extinguishing a fire in the parcel,
- comply with statutory controls for fire safety, and/or
- otherwise improve fire safety in the parcel.

### **B. PROHIBITION/S ON OWNERS & OCCUPIERS**

An owner or occupier of a lot shall not:

- (i) interfere with the operation of, or otherwise remove, damage or deface, any Fire Safety Device; and/or
- (ii) act or fail to act in any manner so as to activate any Fire Safety Device except in the case of the happening of emergencies and/or other events likely to cause a risk, hazard or danger to the buildings comprised in the parcel or any person on the parcel.
- (iii) Shall not open the front door of the lot to clear smoke from burnt food or other causes.

### **C. OBLIGATIONS OF OWNERS & OCCUPIERS**

An owner or occupier must:

- (i) immediately notify the owners corporation of any defect, damage, failure or malfunction of any Fire Safety Device in the parcel,

- (ii) immediately notify a fire protection agency and/or the Fire Brigade of any risk or occurrence of fire or other like danger or hazards in the parcel;
- (iii) notify the owners corporation in writing before they change the locks to their entry doors; and
- (iv) after receiving written notice from the owners corporation, grant access to their lot to a fire safety consultant appointed by the owners corporation from time to time for the purpose of inspecting, testing, repairing or replacing any Fire Safety Devices.

#### **D. NOTICE TO OWNERS & OCCUPIERS**

The owners corporation must give written notice to owners and occupiers of lots pursuant to clause C(iv):

at least 7 days before access is required to their lot for the purpose of inspecting, testing, repairing or replacing any Fire Safety Devices.

#### **E. OWNERS CORPORATION'S RIGHT TO REMEDY**

If an owner or occupier of a lot breaches this by-law, then the owners corporation may:

- (i) (at its sole discretion) carry out all work necessary to comply with the obligation imposed on that owner or occupier, including gaining access to the owner or occupier's lot after notice has been given pursuant to clause D,
- (ii) (at its sole discretion) carry out all work necessary to remedy the breach by that owner or occupier,
- (iii) (at its sole discretion) carry out all work necessary to repair a Fire Safety Device and/or make it function properly and/or in compliance with applicable statutory controls, and/or
- (iv) recover the costs that the owners corporation incurs as a result of the breach and/or of exercising its rights under clauses E(i), E(ii) and E(iii) of this by-law from that owner or occupier as a debt due, and in the case of breaches by occupiers from the owner.

#### **F. DEEMING PROVISIONS**

The owners corporation and owners and occupiers of lots agree that for the purposes of this by-law:

- (i) an owner or occupier of a lot who acts or fails to act in accordance with clauses B and C of this by-law will be deemed to be in breach of this by-law;
- (ii) where the owner of a lot is not the occupier of that lot, such an owner will be liable to the owners corporation under clause E(iv) of this by-law in default of the occupier paying the debt constituted by such costs, and
- (iii) they consent to the owners corporation entering the lot they own or occupy at the times notified to them by the owners corporation for the purposes of inspecting

Fire Safety Devices and/or securing compliance with this by-law as if they had agreed under section 65 of the Strata Schemes Management Act 1996.

### **Special By-law No. 5 - Electronic Delivery of Notices (passed 10 October 2013)**

A document or notice may be served by the Owners Corporation, its secretary or executive committee on the owner of a lot by electronic means if the person has given the owners corporation an email address for the service of notices and the document is sent to that address. A notice or document served on an owner by email in accordance with this by-law is deemed to have been served when transmitted by the sender providing that the sender does not receive an electronic notification of unsuccessful transmission (i.e. "bounce back" or "undeliverable") within 24 hours.

### **Special By-law No. 6 - Fire Safety Equipment (passed 18 September 2014)**

**"Fire Safety Equipment"** means the fire and smoke detection devices, water sprinklers, fire alarms and fire proof doors installed in the Lots and common property in accordance with legislative requirements or in the interest of safety at Forum West.

**"Call Out"** means the activation of smoke or fire alarms forming Fire safety equipment resulting in the attendance of an authorized contractor or the Fire Brigade to investigate the cause and any consequential attendance by the City of Sydney to investigate the fire safety of Forum West.

- 6.1 The owner's corporation must take reasonable steps to prevent fires and other hazards at Forum West.
- 6.2 The owner's corporation and you must, in respect of the Building and you Lot, as appropriate:
  - (a) Consult with ant relevant Government Agency as to the appropriate fire alarm and Fire safety equipment for the Building and the Lots; and
  - (b) Ensure the provision of all adequate Fire safety equipment in the Building and the Lots to the satisfaction of all relevant Government Agencies; and
  - (c) Maintain smoke alarms in you Lot (either battery powers or hard wired with battery backup) to the necessary standard to comply with Australian Standard A3786 (as amended or replaced); and
  - (d) Take all reasonable steps to ensure compliance with fire laws in respect of the Building and the Lots.
- 6.3 To enable the owners corporation to fulfil its obligation to Government Agencies in respect of fire safety, you authorize the owners corporation by its Building Manager to give the name of the occupiers of your Lot to the City of Sydney fire safety officer should that information be sought in relation to fire safety issues at the Building.

6.4 You must not:

- (a) Use or interfere with any Fire safety equipment anywhere in the Building or the common property except in the case of an emergency; or
- (b) Obstruct any fire stairs or fire escape; or
- (c) Place any items in the fire stairs or fire escapes
- (d) Do anything to render any smoke alarm ineffective; or
- (e) Leave open the fire rated front door of a Lot for any reason

6.5 Where Fire safety equipment or human error has triggered an alarm in relation to you Lot and

- A Call-out has occurred;
- It is a false alarm;
- The Fire safety equipment has not malfunctioned

You must indemnify the Owners Corporation for any charges (including fines) associated with the Call-out.

6.6 You remain solely responsible for any fines or penalties imposed on you by any relevant Government Agency for your failure to comply with its requirements and you must indemnify the owner's corporation from all claims, losses, expenses and costs incurred or damage to property or person suffered arising from

- (a) Your failure to comply with Government Agency requirements and this by-law; and
- (b) The exercise of the owner's corporation's rights and duties under this by-law

And must pay the costs on demand.

6.7 The owner's corporation may recover the amount payable from the relevant owner as a contribution recoverable under section 80(1) of the Act.

## **Special By law No. 7 – Alterations (passed 18 September 2014)**

### **DEFINITIONS**

**Consent** means the individual *Owners'* consent to this by-law in the form attached to the minutes of the meeting at which this by-law was passed.

**Alterations** means

- (a) removal or modification of non-structural walls within a lot;
- (b) refurbishment of kitchens, bathrooms and laundries within a lot

Including all ancillary equipment and structures and including necessary changes to common property.



**Owners** means each of the owners for the time being of lots in strata plan no. 67702.

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

Singular includes the plural and vice versa.

A reference to one gender includes a reference to all other genders.

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

## **RIGHTS**

Subject to the Conditions, *Owners* will have a special privilege:

- (a) to carry out their respective *Alterations* at their own respective cost; and
- (b) to keep their respective *Alterations* in their respective lots

and exclusive use of the common property immediately affected by their respective *Alterations*.

## **CONDITIONS**

A. Before carrying out their *Alterations*, respective *Owners* must;

- (i) submit in writing to the executive committee the following information:
  - (in so far as the *Alterations* include new tiling and/or other flooring special by-law 2 must be referred to an conditions adhered to; and
  - architectural representations detailing the scope of the *Alterations*; and
  - evidence that the *Owner* has effected and - for the duration of the period in which the *Alterations* are carried out - will maintain contractors all works insurance, workers compensation insurance and public liability insurance in an amount of no less than \$10,000,000 in the joint names of the respective *Owner* and the owners corporation; and
- (ii) obtain the approval of the executive committee for the *Alterations* (which approval must not be unreasonably withheld).

B. When carrying out *Alterations*, *Owners* must ensure that the *Alterations* are carried out by licensed and suitably qualified tradesperson and must comply at all times with all other by-laws which may apply to the activities contemplated by this by-law.

C. Within a reasonable time of the date of installation of authorized *Alterations* in accordance with the Conditions of this by-law, respective *Owners* must at their own cost:

- (i) insofar as the *Alterations* comprise new tiling or other flooring provide written verification to the owners corporation from a qualified acoustic consultant that the

new tiling and/or other flooring has been installed in accordance with and the manufacturer's instructions in compliance with special by-law 2; and

- (ii) supply adequate evidence (in the executive committee's reasonable opinion) that the Alterations have not compromised the structural integrity of the building.
- D. Owners must properly maintain and keep their respective Alterations in a state of good and serviceable repair (at their own respective cost) and repair and/or replace their Alterations or any part of them at their own cost as the owners corporation may reasonably require from time to time.
- E. Owners must accept liability for any damage caused to the common property or their lot or any other lot as a result of their respective Alterations and are responsible to make good that damage immediately after it has occurred.
- F. Owners must indemnify the owners corporation against any loss or damage the owners corporation suffers (including legal costs) as a result of the performance, maintenance or repair/replacement of their respective Alterations and will pay those costs to the owners corporation on demand.
- G. The special privilege conferred by this by-law will not be activated unless the Owner of the lot to which it is to be applied has executed the Consent and no Alterations are to be carried out without such Consent being executed.

## GENERAL

In as far as it may be necessary, the owners corporation specially resolves

- (a) pursuant to section 62(3) of the Act that:
  - (i) it is inappropriate to maintain, renew, replace or repair the common property immediately affected by Alterations; and
  - (ii) its decision will not affect the safety of any building, structure or common property in the strata scheme or detract from the appearance of any property in the strata scheme; and
- (b) pursuant to section 65A of the Act that:
  - (i) Owners may add to or alter the common property necessarily affected by their authorised Alterations for the purpose of improving or enhancing the common property; and
  - (ii) respective Owners will be responsible for the ongoing maintenance of such common property.

## REMEDY

If any of the Owners fail to comply with any obligation of this by-law, the owners corporation may enter onto or into any part of the parcel to carry out the necessary work to perform the relevant Owner's obligations and recover the costs of doing so from the relevant Owner as a debt due and payable at the owners corporation's direction and as a contribution according to section 80(1) of the Act which, if unpaid within 1 month of being due, will bear simple

interest at the rate of 10 percent per annum until paid or, if the regulations provide for another rate, that other rate and the interest will form part of that debt.

### **Strata Plan No. 67702**

#### **Consent to special privilege and exclusive use by-law**

To: The Secretary  
The Owners – Strata Plan No. 67702

And: The Registrar General  
Dept of Lands (Land & Property Information)  
Queens Square  
SYDNEY NSW 2000

I/We,...../.....being the registered owner/s of Lot ... in Strata Plan No. 67702, hereby consent to being bound by the terms of the special by-law conferring rights of special privilege and exclusive use concerning "Alterations" in strata plan no. 67702, such by-law having been passed by special resolution the owners corporation on the 18 September 2014.

DATED this .....day of .....20

...../.....  
Signature/s of lot ..... owners

### **Special by-law No. 8 - No smoking policy (passed 18 September 2014)**

#### **BACKGROUND**

The executive committee of SP67702 is mindful of the recent Consumer Trader & Tenancy Tribunal ruling where smoking in residential strata schemes was characterised as a form of nuisance under the Strata Schemes Management Act 1996.

In the interests of discharging its duties to manage the common property for the benefit of *Owners* and to avoid any doubt arising from the decision, the owners corporation proposes a by-law to provide clear parameters to *Owners* and *Occupiers* about smoking in strata scheme 67702.

#### **DEFINITIONS**

*No Smoking Policy* means this by-law which prohibits the lighting and/or smoking of any cigar, cigarette and/or pipe by any person in the following areas of the parcel:

- In or on all common property (including without limitation: lifts, driveways, foyers, stairwells, roof tops, balconies, terrace areas, loading dock, access ways, swimming pool and gymnasium areas;

*Occupiers* means occupier of lots in the strata plan

*Owners* means each of the owners for the time being of lots in the strata plan.

#### **INTERPRETATION**

Any term used in this by-law that appears in the Strata Schemes Management Act 1996 (Act) will have the same meaning as in the Act.

Singular Includes the plural and vice versa.

A reference to one gender includes a reference to all other genders.

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

#### **APPLICATION OF BY-LAW**

1. Owners must always observe the *No Smoking Policy* and must ensure their Occupiers, invitees, contractors and visitors always observe the *No Smoking Policy*.
2. Owners will be liable for any damage to the common property, personal property, their lot or any other lot caused by their breach of this by-law.
3. Owners must indemnify the owners corporation against any claim, action, demand or expense incurred in relation to
  - (a) the exercise of its rights under this by-law; and
  - (b) enforcement of this by-law.
4. This by-law confers on the owners corporation the following additional functions, powers, authorities and duties:
  - (a) The power to promulgate the *No Smoking Policy*;
  - (b) The power to erect or attach "No Smoking" signs in or on the common property;
  - (c) The power to engage in whatever legal action may be necessary or desirable to enforce its rights under the *No Smoking Policy* including but not limited to the right to prosecute the Owners and/ or Occupiers for breach of this by-law; and
  - (d) The authority to recover the costs of carrying out the activities referred to in sub-clause 4(c) from the respective Owner as a debt, due and payable at the owners corporation's direction and which, if unpaid within 1 month of being due, will bear simple interest at the rate of 10 percent per annum until paid.

#### **Special By-law No. 9 – Bollards (passed 28 September 2015)**

An Owner of a lot containing a car space shall be entitled to install in that car space a bollard to prevent the lot from being used by any other person on the following conditions:

- 9.1 Approval of the Owners Corporation is to be obtained prior to installation of the type and style of bollard;
- 9.2 The bollard shall be installed in a proper and workman like manner and in accordance with any directions given by the Owners Corporation;
- 9.3 The owners of the lot shall be responsible for maintaining the bollard and keeping it in a state of good and serviceable repair;

- 9.4 The Owners Corporation may determine the type and style of bollard to be installed in any car space lot, noting the standard specification is the Seton Pivoted Car Park Bollard (Part No. A11262) as detailed in the specification attached;
- 9.5 The bollards shall be installed in the centre, 500mm back from the front of the car space using the lane marking paint as a point of origin;
- 9.6 If the lot owner no longer requires a bollard the same may be removed but the lot owner must repair the common property as nearly as possible to its original condition;
- 9.7 The lot owner indemnifies the Owners Corporation in respect of any claims arising from the installation of a bollard pursuant to this by-law.

**Special By-law No. 10 - Short Term Letting (passed 28 September 2015, amended 23 October 2017)**

- 10.1 Forum West is "residential accommodation" as defined in *Willoughby Local Environmental Plan 2012*. For the purposes of this by-law, "Residential Accommodation" does not include serviced apartments and some other forms of accommodation.
- 10.2 For the purposes of this by-law, "Short Term Letting" means any arrangement to let your Lot for a period of less than three (3) calendar months pursuant to a lease, sub-lease, tenancy agreement, licence, sub licence, understanding or contract of any kind.
- 10.3 If you are an owner you must not permit your Lot to be used for
  - (a) Short Term Letting; and/or
  - (b) any purpose other than Residential Accommodation.
- 10.4 If you are an owner you must ensure your tenants and/or sub-tenants do not enter into any arrangements to use your Lot for
  - (a) Short Term Letting; and/ or
  - (b) any purpose other than Residential Accommodation.
- 10.5 If you are an owner who agrees to a lease, sub-lease, licence, sub-licence, or contract of any kind in respect of your Lot, you must:
  - (a) ensure the arrangement is for a minimum period of 3 months;
  - (b) inform the executive committee by its Building Manager of your agreement at the commencement of the agreement;
  - (c) provide the Building Manager with a copy of your lease, noting the names of your tenants;
  - (d) where the tenants are not the occupiers, provide the Building Manager with a copy of all current sub-leases, licences, sub-licences, agreements or contracts noting the names of the sub-tenants;

- (e) ensure your arrangement legally binds your tenants and sub-tenants to provide the information required pursuant to this clause 28.5; and
- (f) ensure the information required under this by-law is kept current and updated as necessary.

10.6 If you are the occupier and not the owner of the Lot you must ensure that you do not use nor permit others to use the Lot for

- (a) Short Term letting; and/or
- (b) Any purpose other than Residential Accommodation.

10.7 Owners severally will be liable for any damage to the common property or loss or damage to personal property suffered as a result of their breach of this by-law.

10.8 As an owner you must indemnify the owners corporation against any claim, action, demand or expense incurred in relation to

- (a) Short Term Lettings conducted from your Lot in breach of this by-law;
- (b) your tenants' occupancy of your Lot in breach of this by-law;
- (c) occupancy of your Lot by your tenants' sub-tenants, licensees, sub-licensees or others in breach of this by-law;
- (d) the exercise of its rights under this by-law; and
- (e) enforcement of this by-law.

10.9 This by-law confers on the owners corporation the following additional functions, powers, authorities and duties:

- (a) the power to prohibit you and others from engaging in Short Term Lettings;
- (b) the power to report Short Term lettings to the Willoughby City Council and engage in whatever legal action may be necessary or desirable to stop the Short-Term Lettings;
- (c) the power to demand the required information contemplated in this by-law about tenants, sub-tenants, and licensees;
- (d) repealed 23 October 2017;
- (d) the authority to recover the cost of carrying out the activities referred to in sub-clauses (b) and (c) and (d) of this clause from the respective owner as a levy debt, due and payable at the owners corporation's direction and which, if unpaid within 1 month of being due, will bear simple interest at the rate of 10 percent per annum or, if the regulations provide for another rate, that other rate, until paid and the interest will form part of that debt.

### **Special By-Law No 11 - Facilities Area (passed 4 October 2016)**

1. **"Facilities Area"** is defined as the swimming pool and its immediate surrounds including but not limited to the spa and gymnasium at SP67702 Forum West.
2. Using the Pool Area
  - (a) The Facilities Area is for the use of occupiers of strata lots and their bona fide guests.
  - (b) Guests are not permitted to use the Facilities Area without the knowledge and permission in of the occupier of the strata lot.
  - (c) Children 12 years old and under must be accompanied by an adult at all times in the pool area.
  - (d) Persons including babies and small infants entering the pool must be dressed in appropriate swimming attire at all times.
  - (e) You must not:
    - (i) Bring or leave glass bottles, drinking glasses or sharp objects into the Facilities Area;
    - (ii) Engage in any activity that might be dangerous or is likely to interfere with the pleasure of others;
    - (iii) Engage in any activity likely to cause offence or embarrassment to others;
    - (iv) Bring food or drink into the Facilities Area unless you have the Owners Corporation's consent;
    - (v) Hold parties or other functions in the Facilities Area without the Owners Corporation's consent;
    - (vi) Use the Facilities Area to conduct swimming lessons or classes;
    - (vii) Use the Facilities Area for any commercial activity whatsoever;
    - (viii) Interfere with, operate, manipulate or adjust the settings of equipment in the Facilities Area other than as designed for intended usage; and
    - (ix) Leave or allow your guests to leave the Facilities Area while wet (dripping water)
3. You must shower and be clean prior to entering the Facilities Area.

### **Special By-Law No 12 – Minor Renovations by Owners – Delegation of Functions (passed 23 October 2017)**

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

### **Special By-Law No 13 – Occupancy Limits (Regulation overcrowding) (passed 23 October 2017)**

1. In this by-law, the following words and phrases have the following meaning:
  - (a) "Act" means the *Strata Schemes Management Act 2015* (NSW), the Regulations thereunder and any Act or regulations replacing the same.
  - (b) "Owner" has the same meaning as in the Act.
  - (c) "Occupier" has the same meaning as in the Act.
  - (d) "Serviced Apartment" means a residential lot within the strata scheme:
    - (i) which is used to provide accommodation for a period of less than three months to persons who have their principal place of residence elsewhere under either a lease, sub-lease, licence or sub-licence; and
    - (ii) is not subject to a residential tenancy agreement within the meaning of the *Residential Tenancies Act 1987 NSW* (or any Act replacing the same), and
    - (iii) is cleaned or serviced by the Owner or by the Owner's agents.
2. The strata scheme is a residential strata scheme, and, accordingly, an Owner or Occupier must not use a lot, or permit the lot to be used, as a Serviced Apartment.
3. An Owner or Occupier who leases or sub-leases a lot or assigns such a lease or sub-lease must give the Owners Corporation notice of the lease or assignment thereof in accordance with section 258 of the Act and must give a copy of that notice to the Owners Corporation.
4. An Owner or Occupier must not permit the number of persons who sleep overnight in the lot to exceed twice the number of bedrooms in the lot.
5. For the purpose of clause 4:
  - (a) one child under the age of three (3) years is not counted as a person; and
  - (b) two children under the age of three (3) are counted as one person; and
  - (c) a bedroom does not include a lounge room, dining room, family room, rumpus room, bathroom, kitchen, laundry or balcony, courtyard, or terrace area (whether or not enclosed).
6. An Owner or Occupier must now, without the prior approval of the Owners Corporation, erect any wall or structure within the lot for the purpose of, or having the effect of, creating additional rooms within the lot.
7. This by-law is a fundamental term in any lease or licence granting rights of occupation to the lot, whether or not the lease or licence contains a clause having the same effect as this by-law.



8. If a lessee, licensee or other Occupier of a lot commits a breach of this by-law, the Owner must take immediate steps to terminate the lease or licence and the occupation of the lot thereunder.
9. The restrictions in this by-law are for the purpose of protecting the health, safety (including in particular compliance with the fire safety regulations), welfare and quiet enjoyment of all Owners and Occupiers and to avoid disproportionate use of, and wear and tear on, the common property, in particular, on corridors, lifts, stairs, stairwells and other access ways.
10. This by-law operates in addition to and not in derogation of any rights, duties or obligations arising under any provision of, or instrument issued under, any of:
  - (a) the *Environmental Planning & Assessment Act 1979* and Regulations thereunder any Act or Regulations replacing the same;
  - (b) any conditions of any consent given by **Willoughby Council** in connection with the development approval for the development of the site now constituted by the strata scheme;
  - (c) the Act; and
  - (d) generally at law.



#### **Special By-Law No 14 – Electronic Voting (passed 13 April 2020)**

- 14.1 The Owners Corporation may adopt the following means of voting on a matter to be determined by the Owners Corporation:
  - (a) Voting by electronic means considered by the secretary of the owners corporation or the strata committee to be appropriate, while participating in a general meeting from a remote location; and
  - (b) Voting by electronic means considered by the secretary or strata committee to be appropriate, before the general meeting at which the matter (not being an election) is to be determined by the Owners Corporation.
- 14.2 The Owners Corporation may adopt the following means of voting on a matter to be determined by the strata committee:
  - (a) Voting by electronic means considered by the secretary of the owners corporation or strata committee to be appropriate, while participating in a strata committee meeting from a remote location; and
  - (b) Voting by electronic means considered by the secretary of the owners corporation or strata committee to be appropriate, before the strata committee meeting at which the matter is to be determined.
- 14.3 The secretary of the owners corporation or strata committee may direct the strata managing agent of the scheme to take all necessary steps to convene general meetings and strata committee meetings for the scheme by electronic means and to enable voting to occur in accordance with the means identified in this by-law.