

# SydneyStrataReport

property strata inspections

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## STRATA REPORT

Client	Infinity Property Group
Address of property	Unit 21/564-567 Railway Parade, Hurstville, NSW.
Lot	21
Strata Plan	SP 63181
Name of Strata Management Co.	Strata Opt
Telephone Number of Strata Agent	9283 3891
Report Date	8 August 2023

## General Information

Owner's Name	Xue Fan Hu
Unit Entitlement.	60
Total Unit Entitlement.	10,000

## Levy Contributions

Administration and Capital Works Fund contribution.	\$723.45
Are There any Special Levies?	No on records presented.
Admin. Fund Balance Approx.	\$111,836.83
Capital Works Fund Balance.	\$99,882.23

## Insurances

Building Insurance	Yes
Sum Insured	\$44,751,080.00
Insurance Company	Chubb Insurance
Due Date	30 November 2023
Fire Safety Report Issuing Body	Yes
Certificate Date.	2022
Pet Friendly?	Owners corporation permission needed.

## Meetings

Annual General Meeting 12 February 2019	Administration Fund set at \$336,000.68 p.a. Capital Works Fund set at \$35,367.44 p.a.
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	<p>Building insurance continued, All other matters were meeting formalities and general maintenance as per the scan below, no major works tabled. Meeting closed.</p>
<p>Annual General Meeting 5 November 2020</p>	<p>Administration Fund set at \$342,540.00 p.a. Capital Works Fund set at \$77,000.00 p.a. Building insurance continued, Motion 7: The owners are not aware of any defects that require repairing. All other matters were meeting formalities and general maintenance as per the scan below, no major works tabled. Strata Committee Meeting: Meeting formalities recorded only. Meeting closed.</p>
<p>Extraordinary General Meeting 1 June 2021</p> <p>Annual General Meeting 9 November 2021</p> <p>Extraordinary General Meeting 21 November 2021</p>	<p>Special levy of \$72,000.00 raised to fire damper work required, due in two instalments in 2021. Meeting closed.</p> <p>Administration Fund set at \$342,540.00 p.a. Capital Works Fund set at \$77,000.00 p.a. Building insurance continued, All other matters were meeting formalities and general maintenance as per the scan below, no major works tabled. Meeting closed.</p> <p>Strata Opt appointed as strata managers, Meeting closed.</p>
<p>Strata Committee Meeting 21 February 2022</p> <p>Extraordinary General Meeting 22 March 2022</p>	<p>General matters recorded only as per the attachment below.</p> <p>New parking bylaws passed as below, It is recorded that installation of air conditioning installed by Unit 85 is illegal because the building's power supply could not bear the load if all lots installed air conditioning. The Owners of Unit 85 has been instructed to remove the installation or a hearing at NCAT will be convened. Other general matters are as per the attachment below.</p>

<p>Annual General Meeting 8 December 2022</p>	<p>Administration Fund set at \$405,295.00 p.a. Capital Works Fund set at \$77,000.00 p.a. Building insurance continued, Intercom FOBs to be upgraded and a special levy of \$25,000.00 is to be raised to pay for the work. All other matters were meeting formalities and general maintenance as per the scan below, no major works tabled. Strata Committee Meeting: Meeting formalities recorded only. Meeting closed.</p>
<p>Strata Committee Meeting 21 February 2023</p>	<p>Some issues with the new swipe card system were recorded. Meeting closed.</p>
<p>Other comments.</p>	<p>This report is to be taken in context and in conjunction with the scans below.</p>



# Strataopt Pty Ltd

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## OWNER LEDGER from 01/01/22 to 07/08/23 Contribution Schedule

**S/Plan:** SP63181  
**Building Address:** 564-576 Railway Pde

**Units:** 110

**Lots:** 110

**Suburb:** HURSTVILLE  
**Building Name:** HighCrest  
**GST?:** Yes

**State:** NSW **Post Code:** 2220

**ABN:** 94628909352  
**Manager:** Strataopt Admin

Lot 21	Unit 21	Xue Fan Hu			
Date	Ref	Details	Debit	Credit	Balance
01/01/22		<b>Opening Balance</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
10/01/22	54	Receipt; Standard Levy Contribution Schedule for 01/01/2022 to 31/03/2022 Levy Ref# 529	\$0.00	\$629.30	\$629.30 CR
15/01/22	529	Standard Levy Contribution Schedule From: 01/01/2022 To: 31/03/2022	\$629.30	\$0.00	\$0.00
22/02/22	128	Receipt; Standard Levy Contribution Schedule for 01/04/2022 to 30/06/2022 Levy Ref# 530	\$0.00	\$629.30	\$629.30 CR
01/04/22	530	Standard Levy Contribution Schedule From: 01/04/2022 To: 30/06/2022	\$629.30	\$0.00	\$0.00
22/06/22	300	Receipt; Standard Levy Contribution Schedule for 01/07/2022 to 30/09/2022 Levy Ref# 531	\$0.00	\$629.30	\$629.30 CR
01/07/22	531	Standard Levy Contribution Schedule From: 01/07/2022 To: 30/09/2022	\$629.30	\$0.00	\$0.00
28/09/22	438	Receipt; Standard Levy Contribution Schedule for 01/10/2022 to 31/12/2022 Levy Ref# 532	\$0.00	\$629.30	\$629.30 CR
01/10/22	532	Standard Levy Contribution Schedule From: 01/10/2022 To: 31/12/2022	\$629.30	\$0.00	\$0.00
11/01/23	557	Receipt; Standard Levy Contribution Schedule for 01/01/2023 to 31/03/2023 Levy Ref# 989	\$0.00	\$723.45	\$723.45 CR
15/01/23	989	Standard Levy Contribution Schedule From: 01/01/2023 To: 31/03/2023	\$723.45	\$0.00	\$0.00
10/03/23	640	Receipt; Standard Levy Contribution Schedule for 01/04/2023 to 30/06/2023 Levy Ref# 990	\$0.00	\$723.45	\$723.45 CR
01/04/23	990	Standard Levy Contribution Schedule From: 01/04/2023 To: 30/06/2023	\$723.45	\$0.00	\$0.00
19/06/23	770	Receipt; Standard Levy Contribution Schedule for 01/07/2023 to 30/09/2023 Levy Ref# 991	\$0.00	\$723.45	\$723.45 CR
01/07/23	991	Standard Levy Contribution Schedule From: 01/07/2023 To: 30/09/2023	\$723.45	\$0.00	\$0.00
		<b>Closing Balance</b>	<b>\$4,687.55</b>	<b>\$4,687.55</b>	<b>\$0.00</b>
		<b>Interest Due</b>	<b>\$0.00</b>		<b>\$0.00</b>
		<b>Total Balance</b>	<b>\$4,687.55</b>	<b>\$4,687.55</b>	<b>\$0.00</b>

**Balance Sheet - S/Plan SP63181**  
**"HIGHCREST"**  
**564-576 RAILWAY PDE, HURSTVILLE, NSW 2220**  
For the Financial Period 01/10/2022 to 07/08/2023

	Administrative	Capital Works	TOTAL THIS YEAR
<b>Assets</b>			
Cash At Bank SP63181 <i>Macquarie Bank BSB: 182-222 Acc No: 287310015</i>	\$62,182.36	\$95,343.17	\$157,525.53
Accounts Receivable	\$702.58	\$5.59	\$708.17
GST Paid	\$33,041.66	\$12,238.06	\$45,279.72
GST Unpaid	\$1,070.47	\$0.00	\$1,070.47
Levies Receivable	\$31,287.77	\$6,302.08	\$37,589.85
Prepaid Expenses	\$41,458.44	\$0.00	\$41,458.44
<b>Total Assets</b>	<b>\$169,743.28</b>	<b>\$113,888.90</b>	<b>\$283,632.18</b>
<b>Liabilities</b>			
Accounts Payable	\$11,775.10	\$0.00	\$11,775.10
Accounts Payable (GST Free)	\$3,580.00	\$0.00	\$3,580.00
GST Clearing	\$0.00	\$1,286.17	\$1,286.17
GST Clearing	\$(17,902.34)	\$0.00	\$(17,902.34)
GST Collected	\$56,850.01	\$12,248.69	\$69,098.70
GST Uncollected	\$2,686.53	\$354.38	\$3,040.91
Paid in Advance	\$917.15	\$117.43	\$1,034.58
<b>Total Liabilities</b>	<b>\$57,906.45</b>	<b>\$14,006.67</b>	<b>\$71,913.12</b>
<b>Net Assets</b>	<b>\$111,836.83</b>	<b>\$99,882.23</b>	<b>\$211,719.06</b>
<b>Owners Funds</b>			
Opening Balance	\$24,317.57	\$139,880.10	\$164,197.67
Fund Transfer	\$80,000.00	\$(80,000.00)	\$0.00
Net Income For The Period	\$7,519.26	\$40,002.13	\$47,521.39
<b>Total Owners Funds</b>	<b>\$111,836.83</b>	<b>\$99,882.23</b>	<b>\$211,719.06</b>

**Income and Expenditure Statement - S/Plan SP63181  
"HIGHCREST"****564-576 RAILWAY PDE, HURSTVILLE, NSW 2220**

For the Financial Period 01/10/2022 to 07/08/2023

**Administrative Fund**

	<b>TOTAL THIS YEAR</b>	<b>This Year Budget</b>	<b>Last Year Actual</b>
<b>Income</b>			
Interest on Overdues	\$0.00	\$0.00	\$34.83
Key Deposits	\$0.00	\$0.00	\$727.28
Levy Income	\$354,187.20	\$311,400.00	\$311,447.40
Rent Income	\$1,418.20	\$0.00	\$354.55
<b>Total Administrative Fund Income</b>	<b>\$355,605.40</b>	<b>\$311,400.00</b>	<b>\$312,564.06</b>
<b>Expenses</b>			
Accountant - BAS/IAS fees	\$0.00	\$0.00	\$240.00
Administration Costs	\$6,381.64	\$2,885.00	\$5,087.99
Bank Charges	\$249.90	\$0.00	\$304.35
Building Management	\$18,749.40	\$0.00	\$4,166.60
Cleaning	\$65,450.00	\$68,000.00	\$59,969.64
Electricity	\$55,518.22	\$48,000.00	\$55,028.29
Fire Protection - General Repair	\$8,145.31	\$0.00	\$7,931.26
Insurance	\$13,281.21	\$45,640.00	\$46,019.84
Legal Fee	\$0.00	\$0.00	\$2,000.00
Lift - Telephone Charges	\$359.56	\$0.00	\$479.41
Lift Maintenance	\$30,784.30	\$16,160.00	\$7,052.01
Management Fee	\$20,000.00	\$15,400.00	\$18,615.94
Repairs - Electrical	\$0.00	\$5,000.00	\$2,159.98
Repairs - Garage Door	\$1,450.00	\$0.00	\$0.00
Repairs - Minor Maintenance	\$24,590.50	\$22,915.00	\$5,702.76
Repairs - Plumbing Service	\$1,359.60	\$10,000.00	\$9,539.59
Water Rate	\$101,766.50	\$77,400.00	\$85,482.92
<b>Total Administrative Fund Expenses</b>	<b>\$348,086.14</b>	<b>\$311,400.00</b>	<b>\$309,780.58</b>
<b>Administrative Fund Surplus/Deficit</b>	<b>\$7,519.26</b>	<b>\$0.00</b>	<b>\$2,783.48</b>

**Income and Expenditure Statement - S/Plan SP63181  
"HIGHCREST"****564-576 RAILWAY PDE, HURSTVILLE, NSW 2220**

For the Financial Period 01/10/2022 to 07/08/2023

**Capital Works Fund**

	<b>TOTAL THIS YEAR</b>	<b>This Year Budget</b>	<b>Last Year Actual</b>
<b>Income</b>			
Interest on Overdues	\$0.00	\$0.00	\$22.38
Levy Income	\$70,000.00	\$70,000.00	\$70,050.04
Special Levy Income	\$0.00	\$0.00	\$32,766.35
<b>Total Capital Works Fund Income</b>	<b>\$70,000.00</b>	<b>\$70,000.00</b>	<b>\$102,838.77</b>
<b>Expenses</b>			
Future Capital Works	\$29,997.87	\$70,000.00	\$84,392.40
Minor Building Maintenance	\$0.00	\$0.00	\$11,683.28
PayG	\$0.00	\$0.00	\$206.00
<b>Total Capital Works Fund Expenses</b>	<b>\$29,997.87</b>	<b>\$70,000.00</b>	<b>\$96,281.68</b>
<b>Capital Works Fund Surplus/Deficit</b>	<b>\$40,002.13</b>	<b>\$0.00</b>	<b>\$6,557.09</b>



**Lot Positions Report - S/Plan SP63181**  
**"HIGHCREST"**  
**564-576 RAILWAY PDE, HURSTVILLE, NSW 2220**  
For the Financial Period 01/10/2022 to 07/08/2023

## Administrative Fund

Lot#	Unit#	Owner Name	Opening Balance	Levied	Special Levy	Paid	Closing Balance	Interest Paid
1	1	George Sideris & Leslie Siew Mei Sideris	\$796.42 CR	\$3,623.38	\$0.00	\$2,826.96	\$0.00	\$0.00
2	2	Xiaoqing Ke	\$693.62 CR	\$3,155.78	\$0.00	\$2,462.16	\$0.00	\$0.00
3	3	Louis Yu & Polaris Yu	\$0.00	\$3,662.30	\$0.00	\$2,709.85	\$952.45	\$0.00
4	4	Wen Shen Chang	\$1,162.17 CR	\$2,376.58	\$0.00	\$1,214.41	\$0.00	\$0.00
5	5	Yiming Zhang	\$693.62 CR	\$3,155.78	\$0.00	\$2,462.16	\$0.00	\$0.00
6	6	Wu Hao Shen	\$0.00	\$3,077.93	\$0.00	\$3,077.93	\$0.00	\$0.00
7	7	David Guo & Xue Ping Ni	\$787.85 CR	\$3,584.45	\$0.00	\$2,796.60	\$0.00	\$0.00
8	8	Jun Zhou and Ye li	\$796.42 CR	\$3,623.38	\$0.00	\$2,826.96	\$0.00	\$0.00
9	9	Fie Yung Tjong	\$0.00	\$3,077.93	\$0.00	\$3,077.93	\$0.00	\$0.00
10	10	Xiao Yi Wu	\$796.42 CR	\$3,623.38	\$0.00	\$2,826.96	\$0.00	\$0.00
11	11	Cynthia Rose Pereira	\$667.95 CR	\$3,039.00	\$0.00	\$2,371.05	\$0.00	\$0.00
12	12	Zhenghui Zou & Cheng Cheng	\$659.37 CR	\$2,999.88	\$0.00	\$2,340.51	\$0.00	\$0.00
13	13	Kaimin Xu	\$667.95 CR	\$3,039.00	\$0.00	\$2,371.05	\$0.00	\$0.00
14	14	Yue Ma & Hung Ping Ngu	\$470.97 CR	\$2,142.78	\$0.00	\$1,671.81	\$0.00	\$0.00
15	15	Kheng Boon Quek	\$479.55 CR	\$2,181.75	\$0.00	\$1,702.20	\$0.00	\$0.00
16	16	Shobha & Veera Chippada	\$667.95 CR	\$3,039.00	\$0.00	\$2,371.05	\$0.00	\$0.00
17	17	Yueyu Hou	\$659.37 CR	\$2,999.88	\$0.00	\$2,340.51	\$0.00	\$0.00
18	18	Zhen An Shao & Jing Wen Zhang	\$804.95 CR	\$3,662.30	\$0.00	\$2,857.35	\$0.00	\$0.00
19	19	Patrick Lam	\$676.52 CR	\$3,077.93	\$0.00	\$2,401.41	\$0.00	\$0.00
20	20	Tak Yun Chau & M.B. Lau	\$676.52 CR	\$3,077.93	\$0.00	\$2,401.41	\$0.00	\$0.00
21	21	Xue Fan Hu	\$513.80 CR	\$2,337.65	\$0.00	\$1,823.85	\$0.00	\$0.00
22	22	Kwun Ho Michael Tong and Tania Tsuey Fang Ng	\$0.00	\$3,662.30	\$0.00	\$3,662.30	\$0.00	\$0.00
23	23	De Quan Chen	\$693.62 CR	\$3,155.78	\$0.00	\$2,462.16	\$0.00	\$0.00
24	24	Tony Kook	\$220.00 CR	\$3,662.30	\$0.00	\$3,442.30	\$0.00	\$0.00
25	25	Guo H Yang & Ping Ping Yang	\$693.62 CR	\$3,155.78	\$0.00	\$2,462.44	\$0.28 CR	\$0.00
26	26	Freddy Parvez Langrana	\$685.10 CR	\$3,116.90	\$0.00	\$1,621.20	\$810.60	\$0.00
27	27	Bobby Parvez Langrana	\$0.00	\$3,155.78	\$0.00	\$3,155.78	\$0.00	\$0.00
28	28	Bimal Kumar Gupta & Sunita Gupta	\$779.27 CR	\$3,545.48	\$0.00	\$2,766.21	\$0.00	\$0.00
29	29	Joanne Chan	\$488.12 CR	\$2,220.83	\$0.00	\$1,732.71	\$0.00	\$0.00
30	30	Yunyin Xuan	\$702.20 CR	\$3,194.75	\$0.00	\$2,492.55	\$0.00	\$0.00
31	31	Zhen Hua Shao	\$693.62	\$3,155.78	\$0.00	\$0.00	\$3,849.40	\$0.00
32	32	Yue Qi and Huifang Wang	\$813.52 CR	\$3,701.23	\$0.00	\$2,887.71	\$0.00	\$0.00
33	33	Soon Heng Tan & Siew Wei Leong	\$0.00	\$3,116.90	\$0.00	\$3,116.90	\$0.00	\$0.00
34	34	Jason & Angie Mifa Powell	\$693.62 CR	\$3,155.78	\$0.00	\$2,462.16	\$0.00	\$0.00
35	35	Hon Kong So & Koo Lin Kwan So	\$763.17 CR	\$2,376.58	\$0.00	\$2,530.28	\$916.87 CR	\$0.00
36	36	Peter Anugerah & Elina Muljadi	\$822.10 CR	\$3,740.20	\$0.00	\$2,918.10	\$0.00	\$0.00

**Lot Positions Report - S/Plan SP63181**  
**"HIGHCREST"**  
**564-576 RAILWAY PDE, HURSTVILLE, NSW 2220**  
For the Financial Period 01/10/2022 to 07/08/2023

## Administrative Fund

Lot#	Unit#	Owner Name	Opening Balance	Levied	Special Levy	Paid	Closing Balance	Interest Paid
37	37	Yan Liu	\$719.35 CR	\$3,272.65	\$0.00	\$2,553.30	\$0.00	\$0.00
38	38	Chuan Yu Lin & Zu Jie Yu	\$0.00	\$3,779.13	\$0.00	\$1,930.04	\$1,849.09	\$0.00
39	39	Arlette Ngahfoong	\$719.35 CR	\$3,272.65	\$0.00	\$2,553.30	\$0.00	\$0.00
40	40	Lei Jiang & Fuguo Zheng	\$710.77	\$3,233.68	\$0.00	\$3,944.45	\$0.00	\$0.00
41	41	Qi Ou	\$0.00	\$3,272.65	\$0.00	\$2,421.55	\$851.10	\$0.00
42	42	Stephen Shaorong Yuan	\$0.00	\$3,662.30	\$0.00	\$3,662.30	\$0.00	\$0.00
43	43	Stephen & Marina McNab	\$0.00	\$2,259.80	\$0.00	\$2,259.80	\$0.00	\$0.00
44	44	Hong Zhang	\$727.92 CR	\$3,311.73	\$0.00	\$2,583.81	\$0.00	\$0.00
45	45	Angele Markovski & Mitana Markovski	\$0.00	\$3,272.65	\$0.00	\$2,421.55	\$851.10	\$0.00
46	46	Marica Filipovic	\$847.77 CR	\$3,857.13	\$0.00	\$3,009.36	\$0.00	\$0.00
47	47	Ivan & Georga Colig	\$1,100.77 CR	\$3,233.68	\$1,560.00	\$3,692.91	\$0.00	\$0.00
48	48	Wen Yan Liang	\$0.00	\$3,272.65	\$0.00	\$719.35	\$2,553.30	\$0.00
49	49	Ka Yan Yu	\$530.95 CR	\$2,415.55	\$0.00	\$1,884.60	\$0.00	\$0.00
50	50	Li Zhang	\$0.00	\$3,857.13	\$0.00	\$3,857.13	\$0.00	\$0.00
51	51	Ming Duan	\$745.02 CR	\$3,389.58	\$0.00	\$2,644.56	\$0.00	\$0.00
52	52	Ms Rubing Hong	\$847.77 CR	\$3,857.13	\$0.00	\$3,009.36	\$0.00	\$0.00
53	53	Samuel Lucas Si Henn Chin and Tessa Tsurugaoka	\$745.02 CR	\$3,389.58	\$0.00	\$2,644.56	\$0.00	\$0.00
54	54	Anala Zhang	\$745.02 CR	\$3,389.58	\$0.00	\$2,644.56	\$0.00	\$0.00
55	55	Yijun Lei & Qiaochang Liang	\$745.02 CR	\$3,389.58	\$0.00	\$2,644.56	\$0.00	\$0.00
56	56	Binh Quay Truong	\$830.67 CR	\$3,779.13	\$0.00	\$2,948.46	\$0.00	\$0.00
57	57	Moon Lan Sin	\$513.80 CR	\$2,337.65	\$0.00	\$1,823.85	\$0.00	\$0.00
58	58	Roger Gar Foo Cheng	\$0.00	\$3,428.55	\$0.00	\$3,428.55	\$0.00	\$0.00
59	59	Binwei Wang	\$745.02 CR	\$3,389.58	\$0.00	\$2,644.56	\$0.00	\$0.00
60	60	Dezhi Niu & Ye Ying Zheng	\$873.50 CR	\$3,974.00	\$0.00	\$3,100.50	\$0.00	\$0.00
61	61	Xin Niu	\$745.02 CR	\$3,389.58	\$0.00	\$2,644.56	\$0.00	\$0.00
62	62	Shing On Albert Kwan	\$745.02 CR	\$3,389.58	\$0.00	\$2,644.56	\$0.00	\$0.00
63	63	Neelam Gurung	\$539.52 CR	\$2,454.48	\$0.00	\$1,914.96	\$0.00	\$0.00
64	64	Ms Fung Ho	\$873.65 CR	\$3,974.00	\$0.00	\$3,100.35	\$0.00	\$0.00
65	65	Man Hoi Leung and Lo Wai Chong Leung	\$770.70 CR	\$3,506.40	\$0.00	\$2,735.70	\$0.00	\$0.00
66	66	Warren Hong	\$873.50 CR	\$3,974.00	\$0.00	\$3,100.50	\$0.00	\$0.00
67	67	Teresa Shu Ting Zhang	\$770.70 CR	\$3,506.40	\$0.00	\$2,735.70	\$0.00	\$0.00
68	68	Zhen An Shao & Jing Wen Zhang	\$770.70 CR	\$3,506.40	\$0.00	\$2,735.70	\$0.00	\$0.00
69	69	Miss Lei Yang	\$770.70 CR	\$3,506.40	\$0.00	\$2,735.70	\$0.00	\$0.00
70	70	Zhiping Feng	\$0.00	\$3,896.10	\$0.00	\$3,896.10	\$0.00	\$0.00
71	71	Stephen McNab & Marina McNab	\$530.95 CR	\$2,415.55	\$0.00	\$1,884.60	\$0.00	\$0.00

**Lot Positions Report - S/Plan SP63181**  
**"HIGHCREST"**  
**564-576 RAILWAY PDE, HURSTVILLE, NSW 2220**  
For the Financial Period 01/10/2022 to 07/08/2023

## Administrative Fund

Lot#	Unit#	Owner Name	Opening Balance	Levied	Special Levy	Paid	Closing Balance	Interest Paid
72	72	Jim Yi Feng Shao	\$779.27 CR	\$3,545.48	\$0.00	\$2,766.21	\$0.00	\$0.00
73	73	Binh Quay Truong	\$770.70 CR	\$3,506.40	\$0.00	\$2,735.70	\$0.00	\$0.00
74	74	Yong Nie	\$899.17 CR	\$4,090.93	\$0.00	\$3,191.76	\$0.00	\$0.00
75	75	Yi Man Yang & Cai Zhen Guan	\$770.70 CR	\$3,506.40	\$0.00	\$2,735.70	\$0.00	\$0.00
76	76	Jei Min Zhang & Li Li Niu	\$770.70 CR	\$3,506.40	\$0.00	\$2,735.70	\$0.00	\$0.00
77	77	Yick Keung Chan & Chung Yin Joey Mo	\$0.00	\$2,532.48	\$0.00	\$0.00	\$2,532.48	\$0.00
78	78	B & F Leung Pty Ltd	\$899.17 CR	\$4,090.93	\$0.00	\$3,191.76	\$0.00	\$0.00
79	79	Huizhen Liang & Zhiwei Chen	\$796.42 CR	\$3,623.38	\$0.00	\$2,826.96	\$0.00	\$0.00
80	80	Ruimu Xie	\$899.17 CR	\$4,090.93	\$0.00	\$3,191.76	\$0.00	\$0.00
81	81	Petty Wai Kam Wong	\$796.42 CR	\$3,623.38	\$0.00	\$2,826.96	\$0.00	\$0.00
82	82	Fernando Merodio	\$0.00	\$3,623.38	\$0.00	\$3,202.41	\$420.97	\$0.00
83	83	Joey Ng	\$0.00	\$3,701.23	\$0.00	\$3,701.23	\$0.00	\$0.00
84	84	Jia Jia Yu	\$882.02 CR	\$4,012.88	\$0.00	\$3,130.86	\$0.00	\$0.00
85	85	Kellee Ka Lee Hau	\$542.27 CR	\$2,454.48	\$0.00	\$1,912.21	\$0.00	\$0.00
86	86	Yao Huang & Mrs Wenrong Kuai	\$813.52 CR	\$3,701.23	\$0.00	\$2,887.71	\$0.00	\$0.00
87	87	Rui Yi Wang	\$796.42 CR	\$3,623.38	\$0.00	\$2,826.96	\$0.00	\$0.00
88	88	Jun Li	\$0.00	\$4,246.68	\$0.00	\$4,246.68	\$0.00	\$0.00
89	89	Lin Li	\$0.00	\$3,662.30	\$0.00	\$3,662.30	\$0.00	\$0.00
90	90	Yingshi Wang & Xiaoyan Yuan	\$804.95 CR	\$3,662.30	\$0.00	\$2,857.35	\$0.00	\$0.00
91	91	Mei Ling Ng	\$0.00	\$2,571.45	\$0.00	\$1,902.70	\$668.75	\$0.00
92	92	Angela Ng	\$932.95 CR	\$4,207.75	\$0.00	\$1,097.10	\$2,177.70	\$0.00
93	93	Lei Lena Wang	\$0.00	\$3,779.13	\$0.00	\$3,779.13	\$0.00	\$0.00
94	94	Nan Cheng	\$924.85 CR	\$4,207.75	\$0.00	\$3,282.90	\$0.00	\$0.00
95	95	Xuan Li & Yuncheng Li	\$0.00	\$6,038.88	\$0.00	\$2,897.84	\$3,141.04	\$0.00
96	96	Lai Yin Zhou	\$0.00	\$4,987.00	\$0.00	\$4,987.00	\$0.00	\$0.00
97	97	Naili Wang	\$1,104.67 CR	\$5,025.88	\$0.00	\$3,921.21	\$0.00	\$0.00
98	98	Shuo Liang	\$1,121.82	\$5,103.78	\$0.00	\$6,225.60	\$0.00 CR	\$0.00
99	99	Juanjuan Wang	\$1,096.15 CR	\$4,987.00	\$0.00	\$3,890.85	\$0.00	\$0.00
100	100	Frances Lae	\$3,314.01	\$5,025.88	\$0.00	\$0.00	\$8,339.89	\$0.00
101	101	Qimin Bu	\$1,079.00 CR	\$4,909.10	\$0.00	\$3,830.10	\$0.00	\$0.00
102	102	Lijun Wang & Fenghua Zhou	\$1,173.22 CR	\$5,337.58	\$0.00	\$4,164.36	\$0.00	\$0.00
103	103	Chi Wai Au Yeung and Ching Man Yu	\$0.00	\$4,987.00	\$0.00	\$3,690.05	\$1,296.95	\$0.00
104	104	Xiaohui Wang	\$1,104.67 CR	\$5,025.88	\$0.00	\$3,921.21	\$0.00	\$0.00
105	105	Pelen Peirun Ji	\$1,096.15 CR	\$4,987.00	\$0.00	\$3,890.85	\$0.00	\$0.00
106	106	Shulu Lay Choi & Li Zhong Lu	\$1,113.25 CR	\$5,064.85	\$0.00	\$3,951.60	\$0.00	\$0.00
107	107	Man Yee Ng & Anthony Li	\$839.20 CR	\$3,818.05	\$0.00	\$1,985.90	\$992.95	\$0.00

Lot#	Unit#	Owner Name	Opening Balance	Levied	Special Levy	Paid	Closing Balance	Interest Paid
108	108	Grace Tang	\$0.00		\$3,779.13	\$0.00	\$3,779.13	\$0.00
109	109	Louis Wong & Maggie Lam	\$839.20	CR	\$3,818.05	\$0.00	\$2,978.85	\$0.00
110	110	Wah Wong	\$582.30	CR	\$2,649.30	\$0.00	\$2,067.00	\$0.00
<b>Administrative Fund Totals</b>			<b>\$-56,119.46</b>		<b>\$389,606.00</b>	<b>\$1,560.00</b>	<b>\$304,675.92</b>	<b>\$30,370.62</b>
							<b>Administrative Fund Arrears</b>	<b>\$31,287.77</b>
							<b>Administrative Fund Advances</b>	<b>\$917.15</b>

**Lot Positions Report - S/Plan SP63181**  
**"HIGHCREST"**  
**564-576 RAILWAY PDE, HURSTVILLE, NSW 2220**  
 For the Financial Period 01/10/2022 to 07/08/2023

## Capital Works Fund

Lot#	Unit#	Owner Name	Opening Balance	Levied	Special Levy	Paid	Closing Balance	Interest Paid
1	1	George Sideris & Leslie Siew Mei Sideris	\$179.03 CR	\$716.12	\$0.00	\$537.09	\$0.00	\$0.00
2	2	Xiaoqing Ke	\$155.93 CR	\$623.72	\$0.00	\$467.79	\$0.00	\$0.00
3	3	Louis Yu & Polaris Yu	\$0.00	\$723.80	\$0.00	\$542.85	\$180.95	\$0.00
4	4	Wen Shen Chang	\$117.43 CR	\$469.72	\$0.00	\$352.29	\$0.00	\$0.00
5	5	Yiming Zhang	\$155.93 CR	\$623.72	\$0.00	\$467.79	\$0.00	\$0.00
6	6	Wu Hao Shen	\$0.00	\$608.32	\$0.00	\$608.32	\$0.00	\$0.00
7	7	David Guo & Xue Ping Ni	\$177.10 CR	\$708.40	\$0.00	\$531.30	\$0.00	\$0.00
8	8	Jun Zhou and Ye li	\$179.03 CR	\$716.12	\$0.00	\$537.09	\$0.00	\$0.00
9	9	Fie Yung Tjong	\$0.00	\$608.32	\$0.00	\$608.32	\$0.00	\$0.00
10	10	Xiao Yi Wu	\$179.03 CR	\$716.12	\$0.00	\$537.09	\$0.00	\$0.00
11	11	Cynthia Rose Pereira	\$150.15 CR	\$600.60	\$0.00	\$450.45	\$0.00	\$0.00
12	12	Zhenghui Zou & Cheng Cheng	\$148.23 CR	\$592.92	\$0.00	\$444.69	\$0.00	\$0.00
13	13	Kaimin Xu	\$150.15 CR	\$600.60	\$0.00	\$450.45	\$0.00	\$0.00
14	14	Yue Ma & Hung Ping Ngu	\$105.88 CR	\$423.52	\$0.00	\$317.64	\$0.00	\$0.00
15	15	Kheng Boon Quek	\$107.80 CR	\$431.20	\$0.00	\$323.40	\$0.00	\$0.00
16	16	Shobha & Veera Chippada	\$150.15 CR	\$600.60	\$0.00	\$450.45	\$0.00	\$0.00
17	17	Yueyu Hou	\$148.23 CR	\$592.92	\$0.00	\$444.69	\$0.00	\$0.00
18	18	Zhen An Shao & Jing Wen Zhang	\$180.95 CR	\$723.80	\$0.00	\$542.85	\$0.00	\$0.00
19	19	Patrick Lam	\$152.08 CR	\$608.32	\$0.00	\$456.24	\$0.00	\$0.00
20	20	Tak Yun Chau & M.B. Lau	\$152.08 CR	\$608.32	\$0.00	\$456.24	\$0.00	\$0.00
21	21	Xue Fan Hu	\$115.50 CR	\$462.00	\$0.00	\$346.50	\$0.00	\$0.00
22	22	Kwun Ho Michael Tong and Tania Tsuey Fang Ng	\$0.00	\$723.80	\$0.00	\$723.80	\$0.00	\$0.00
23	23	De Quan Chen	\$155.93 CR	\$623.72	\$0.00	\$467.79	\$0.00	\$0.00
24	24	Tony Kook	\$0.00	\$723.80	\$0.00	\$723.80	\$0.00	\$0.00
25	25	Guo H Yang & Ping Ping Yang	\$155.93 CR	\$623.72	\$0.00	\$467.79	\$0.00	\$0.00
26	26	Freddy Parvez Langrana	\$154.00 CR	\$616.00	\$0.00	\$308.00	\$154.00	\$0.00
27	27	Bobby Parvez Langrana	\$0.00	\$623.72	\$0.00	\$623.72	\$0.00	\$0.00
28	28	Bimal Kumar Gupta & Sunita Gupta	\$175.18 CR	\$700.72	\$0.00	\$525.54	\$0.00	\$0.00
29	29	Joanne Chan	\$109.73 CR	\$438.92	\$0.00	\$329.19	\$0.00	\$0.00
30	30	Yunyin Xuan	\$157.85 CR	\$631.40	\$0.00	\$473.55	\$0.00	\$0.00
31	31	Zhen Hua Shao	\$155.93	\$623.72	\$0.00	\$0.00	\$779.65	\$0.00
32	32	Yue Qi and Huifang Wang	\$182.88 CR	\$731.52	\$0.00	\$548.64	\$0.00	\$0.00
33	33	Soon Heng Tan & Siew Wei Leong	\$0.00	\$616.00	\$0.00	\$615.80	\$0.20	\$0.00
34	34	Jason & Angie Mifa Powell	\$155.93 CR	\$623.72	\$0.00	\$467.79	\$0.00	\$0.00
35	35	Hon Kong So & Koo Lin Kwan So	\$117.43 CR	\$469.72	\$0.00	\$469.72	\$117.43 CR	\$0.00
36	36	Peter Anugerah & Elina Muljadi	\$184.80 CR	\$739.20	\$0.00	\$554.40	\$0.00	\$0.00

**Lot Positions Report - S/Plan SP63181**  
**"HIGHCREST"**  
**564-576 RAILWAY PDE, HURSTVILLE, NSW 2220**  
For the Financial Period 01/10/2022 to 07/08/2023

## Capital Works Fund

Lot#	Unit#	Owner Name	Opening Balance	Levied	Special Levy	Paid	Closing Balance	Interest Paid
37	37	Yan Liu	\$161.70 CR	\$646.80	\$0.00	\$485.10	\$0.00	\$0.00
38	38	Chuan Yu Lin & Zu Jie Yu	\$0.00	\$746.92	\$0.00	\$373.46	\$373.46	\$0.00
39	39	Arlette Ngahfoong	\$161.70 CR	\$646.80	\$0.00	\$485.10	\$0.00	\$0.00
40	40	Lei Jiang & Fuguo Zheng	\$159.78	\$639.12	\$0.00	\$798.90	\$0.00	\$0.00
41	41	Qi Ou	\$0.00	\$646.80	\$0.00	\$485.10	\$161.70	\$0.00
42	42	Stephen Shaorong Yuan	\$0.00	\$723.80	\$0.00	\$723.80	\$0.00	\$0.00
43	43	Stephen & Marina McNab	\$0.00	\$446.60	\$0.00	\$446.60	\$0.00	\$0.00
44	44	Hong Zhang	\$163.63 CR	\$654.52	\$0.00	\$490.89	\$0.00	\$0.00
45	45	Angele Markovski & Mitana Markovski	\$0.00	\$646.80	\$0.00	\$472.30	\$174.50	\$0.00
46	46	Marica Filipovic	\$190.58 CR	\$762.32	\$0.00	\$571.74	\$0.00	\$0.00
47	47	Ivan & Georga Colig	\$159.78 CR	\$639.12	\$0.00	\$479.34	\$0.00	\$0.00
48	48	Wen Yan Liang	\$0.00	\$646.80	\$0.00	\$161.70	\$485.10	\$0.00
49	49	Ka Yan Yu	\$119.35 CR	\$477.40	\$0.00	\$358.05	\$0.00	\$0.00
50	50	Li Zhang	\$0.00	\$762.32	\$0.00	\$762.32	\$0.00	\$0.00
51	51	Ming Duan	\$167.48 CR	\$669.92	\$0.00	\$502.44	\$0.00	\$0.00
52	52	Ms Rubing Hong	\$190.58 CR	\$762.32	\$0.00	\$571.74	\$0.00	\$0.00
53	53	Samuel Lucas Si Henn Chin and Tessa Tsurugaoka	\$167.48 CR	\$669.92	\$0.00	\$502.44	\$0.00	\$0.00
54	54	Anala Zhang	\$167.48 CR	\$669.92	\$0.00	\$502.44	\$0.00	\$0.00
55	55	Yijun Lei & Qiaochang Liang	\$167.48 CR	\$669.92	\$0.00	\$502.44	\$0.00	\$0.00
56	56	Binh Quay Truong	\$186.73 CR	\$746.92	\$0.00	\$560.19	\$0.00	\$0.00
57	57	Moon Lan Sin	\$115.50 CR	\$462.00	\$0.00	\$346.50	\$0.00	\$0.00
58	58	Roger Gar Foo Cheng	\$0.00	\$677.60	\$0.00	\$677.60	\$0.00	\$0.00
59	59	Binwei Wang	\$167.48 CR	\$669.92	\$0.00	\$502.44	\$0.00	\$0.00
60	60	Dezhi Niu & Ye Ying Zheng	\$196.35 CR	\$785.40	\$0.00	\$589.05	\$0.00	\$0.00
61	61	Xin Niu	\$167.48 CR	\$669.92	\$3,860.60	\$4,363.04	\$0.00	\$0.00
62	62	Shing On Albert Kwan	\$167.48 CR	\$669.92	\$0.00	\$502.44	\$0.00	\$0.00
63	63	Neelam Gurung	\$121.28 CR	\$485.12	\$0.00	\$363.84	\$0.00	\$0.00
64	64	Ms Fung Ho	\$196.35 CR	\$785.40	\$0.00	\$589.05	\$0.00	\$0.00
65	65	Man Hoi Leung and Lo Wai Chong Leung	\$173.25 CR	\$693.00	\$0.00	\$519.75	\$0.00	\$0.00
66	66	Warren Hong	\$196.35 CR	\$785.40	\$0.00	\$589.05	\$0.00	\$0.00
67	67	Teresa Shu Ting Zhang	\$173.25 CR	\$693.00	\$0.00	\$519.75	\$0.00	\$0.00
68	68	Zhen An Shao & Jing Wen Zhang	\$173.25 CR	\$693.00	\$0.00	\$519.75	\$0.00	\$0.00
69	69	Miss Lei Yang	\$173.25 CR	\$693.00	\$0.00	\$519.75	\$0.00	\$0.00
70	70	Zhiping Feng	\$0.00	\$770.00	\$0.00	\$770.00	\$0.00	\$0.00
71	71	Stephen McNab & Marina McNab	\$119.35 CR	\$477.40	\$0.00	\$358.05	\$0.00	\$0.00

**Lot Positions Report - S/Plan SP63181**  
**"HIGHCREST"**  
**564-576 RAILWAY PDE, HURSTVILLE, NSW 2220**  
For the Financial Period 01/10/2022 to 07/08/2023

## Capital Works Fund

Lot#	Unit#	Owner Name	Opening Balance	Levied	Special Levy	Paid	Closing Balance	Interest Paid
72	72	Jim Yi Feng Shao	\$175.18 CR	\$700.72	\$0.00	\$525.54	\$0.00	\$0.00
73	73	Binh Quay Truong	\$173.25 CR	\$693.00	\$0.00	\$519.75	\$0.00	\$0.00
74	74	Yong Nie	\$202.13 CR	\$808.52	\$0.00	\$606.39	\$0.00	\$0.00
75	75	Yi Man Yang & Cai Zhen Guan	\$173.25 CR	\$693.00	\$0.00	\$519.75	\$0.00	\$0.00
76	76	Jei Min Zhang & Li Li Niu	\$173.25 CR	\$693.00	\$0.00	\$519.75	\$0.00	\$0.00
77	77	Yick Keung Chan & Chung Yin Joey Mo	\$0.00	\$500.52	\$0.00	\$0.00	\$500.52	\$0.00
78	78	B & F Leung Pty Ltd	\$202.13 CR	\$808.52	\$0.00	\$606.39	\$0.00	\$0.00
79	79	Huizhen Liang & Zhiwei Chen	\$179.03 CR	\$716.12	\$0.00	\$537.09	\$0.00	\$0.00
80	80	Ruimu Xie	\$202.13 CR	\$808.52	\$0.00	\$606.39	\$0.00	\$0.00
81	81	Petty Wai Kam Wong	\$179.03 CR	\$716.12	\$0.00	\$537.09	\$0.00	\$0.00
82	82	Fernando Merodio	\$0.00	\$716.12	\$0.00	\$537.09	\$179.03	\$0.00
83	83	Joey Ng	\$0.00	\$731.52	\$0.00	\$731.52	\$0.00	\$0.00
84	84	Jia Jia Yu	\$198.28 CR	\$793.12	\$0.00	\$594.84	\$0.00	\$0.00
85	85	Kellee Ka Lee Hau	\$121.28 CR	\$485.12	\$0.00	\$363.84	\$0.00	\$0.00
86	86	Yao Huang & Mrs Wenrong Kuai	\$182.88 CR	\$731.52	\$0.00	\$548.64	\$0.00	\$0.00
87	87	Rui Yi Wang	\$179.03 CR	\$716.12	\$0.00	\$537.09	\$0.00	\$0.00
88	88	Jun Li	\$0.00	\$839.32	\$0.00	\$839.32	\$0.00	\$0.00
89	89	Lin Li	\$0.00	\$723.80	\$0.00	\$723.80	\$0.00	\$0.00
90	90	Yingshi Wang & Xiaoyan Yuan	\$180.95 CR	\$723.80	\$0.00	\$542.85	\$0.00	\$0.00
91	91	Mei Ling Ng	\$0.00	\$508.20	\$0.00	\$381.15	\$127.05	\$0.00
92	92	Angela Ng	\$207.90 CR	\$831.60	\$0.00	\$207.90	\$415.80	\$0.00
93	93	Lei Lena Wang	\$0.00	\$746.92	\$0.00	\$746.92	\$0.00	\$0.00
94	94	Nan Cheng	\$207.90 CR	\$831.60	\$0.00	\$623.70	\$0.00	\$0.00
95	95	Xuan Li & Yuncheng Li	\$0.00	\$1,193.52	\$0.00	\$596.76	\$596.76	\$0.00
96	96	Lai Yin Zhou	\$0.00	\$985.60	\$0.00	\$985.60	\$0.00	\$0.00
97	97	Naili Wang	\$248.33 CR	\$993.32	\$0.00	\$744.99	\$0.00	\$0.00
98	98	Shuo Liang	\$252.18	\$1,008.72	\$0.00	\$1,260.90	\$0.00	\$0.00
99	99	Juanjuan Wang	\$246.40 CR	\$985.60	\$0.00	\$739.20	\$0.00	\$0.00
100	100	Frances Lae	\$744.99	\$993.32	\$0.00	\$0.00	\$1,738.31	\$0.00
101	101	Qimin Bu	\$242.55 CR	\$970.20	\$0.00	\$727.65	\$0.00	\$0.00
102	102	Lijun Wang & Fenghua Zhou	\$263.73 CR	\$1,054.92	\$0.00	\$791.19	\$0.00	\$0.00
103	103	Chi Wai Au Yeung and Ching Man Yu	\$0.00	\$985.60	\$0.00	\$739.20	\$246.40	\$0.00
104	104	Xiaohui Wang	\$248.33 CR	\$993.32	\$0.00	\$744.99	\$0.00	\$0.00
105	105	Pelen Peirun Ji	\$246.40 CR	\$985.60	\$0.00	\$739.20	\$0.00	\$0.00
106	106	Shulu Lay Choi & Li Zhong Lu	\$249.75 CR	\$1,001.00	\$0.00	\$751.25	\$0.00	\$0.00
107	107	Man Yee Ng & Anthony Li	\$188.65 CR	\$754.60	\$0.00	\$377.30	\$188.65	\$0.00

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**Lot Positions Report - S/Plan SP63181**  
**"HIGHCREST"**  
**564-576 RAILWAY PDE, HURSTVILLE, NSW 2220**  
For the Financial Period 01/10/2022 to 07/08/2023

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## Capital Works Fund

Lot#	Unit#	Owner Name	Opening Balance	Levied	Special Levy	Paid	Closing Balance	Interest Paid
108	108	Grace Tang	\$0.00	\$746.92	\$0.00	\$746.92	\$0.00	\$0.00
109	109	Louis Wong & Maggie Lam	\$188.65 CR	\$754.60	\$0.00	\$565.95	\$0.00	\$0.00
110	110	Wah Wong	\$130.90 CR	\$523.60	\$0.00	\$392.70	\$0.00	\$0.00
<b>Capital Works Fund Totals</b>			<b>\$-12,277.34</b>	<b>\$77,001.20</b>	<b>\$3,860.60</b>	<b>\$62,399.81</b>	<b>\$6,184.65</b>	<b>\$0.00</b>
							<b>Capital Works Fund Arrears</b>	<b>\$6,302.08</b>
							<b>Capital Works Fund Advances</b>	<b>\$117.43</b>



# Certificate of Currency

<b>Insured:</b>	Strata Plan 63181
<b>Policy Number:</b>	01GS549320
<b>Policy Period:</b>	From: 4PM on 30/11/2022 To: 4PM on 30/11/2023
<b>Particulars Of Insurance:</b>	Residential Strata Insurance
<b>Location:</b>	564-576 Railway Parade, Hurstville NSW 2220
<b>Sum Insured:</b>	
Building & Common property	\$44,751,080
Temporary Accommodation and Loss of Rent	\$6,646,200
Catastrophe Extension and Owners Improvements	\$13,292,400
First Loss Terrorism	Not Insured
General Liability	\$20,000,000
Crime Insurance	\$100,000
Machinery Breakdown	\$ 100,000
Management Committee Liability	\$1,000,000
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>	02 December 2022

All the values on this Certificate of Currency are correct as at 02 December 2022 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.



Loic Tuchagues | **Chubb Insurance Australia Limited**  
Property Underwriter NUC

# 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

564-576 RAILWAY PARADE, HURSTVILLE NSW

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

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

RESIDENTIAL APARTMENTS, BASEMENT CARPARKING. 6 STOREYS ABOVE GROUND, 3 STOREYS BELOW GROUND. TYPE A CONSTRUCTION

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

Name

OWNERS CORPORATION SP63181

Address

PO BOX 478 KOGARAH NSW 1485

## Section 4: Fire safety measures

Fire safety measure	Minimum standard of performance	Date(s) assessed	APFS *
AUTOMATIC FIRE DETECTION AND ALARM SYSTEM	BCA96 E2.2, SPEC E2.2(a), AS 1670.1-1995	09/06/2022	F020986A
AUTOMATIC FIRE SUPPRESSION SYSTEM (carpark only)	BCA96 E1.5 & AS 2118.1-1995	09/06/2022	F020986A
EMERGENCY LIGHTING	BCA96 E4.2, E4.4 & AS/NZS 2293.1-1998	09/06/2022	F020986A
EXIT SIGNS	BCA96 E4.5, E4.6, E4.8 & AS NZS 2293.1-1998	09/06/2022	F020986A
FIRE DAMPERS	BCA96 C3.15 & AS1682.2-1990	21/07/2022	F043412A
FIRE DOORS	BCA96 C2.13, C3.4, C3.7, C3.8, C3.10 C3.11, BCA SPEC C3.4, AS/NZS 1905.1-1997 & AS 1735.11-1986	05/07/2022 06/07/2022 25/08/2022	F020986A
FIRE HYDRANT SYSTEMS	BCA96 E1.3 & AS 2419.1-1994	09/06/2022	F020986A
HOSE REEL SYSTEMS	BCA96 E1.4 & AS 2441-1988	09/06/2022	F020986A

564-576 RAILWAY PARADE, HURSTVILLE NSW

# Fire Safety Statement

Part 9 of the Environmental Planning and Assessment Regulation 2000



MECHANICAL AIR HANDLING SYSTEMS	BCA96 TABLE E2.2a & AS/NZS 1668.1-1998	15/9/2022	F055472A
PORTABLE FIRE EXTINGUISHERS	BCA96 E1.6 & AS 2444-1995	06/07/2022	F020986A
SMOKE ALARMS	BCA96 SPEC E2.2a(3) & AS 3786-1993	05/07/2022, 06/07/2022	F020986A
SMOKE DOORS	BCA96 C2.14 & SPEC C3.4	06/07/2022	F020986A
WARNING AND OPERATIONAL SIGNS	BCA96 D2.23 & E3.3	15/9/2022	F028291A

\* See notes on page 4 about how to correctly identify an accredited practitioner (fire safety) (APFS).

## 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	APFS *
WHOLE	09/06/2022	F020986A

\* See notes on page 4 about how to correctly identify an accredited practitioner (fire safety) (APFS).

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

Full name	Phone	Email	Accreditation No.*	Signature
MATTHEW MACPHERSON	0434 283 999	megozfire@gmail.com	F020986A	
Shiliang Chen	0404 519 996	leon@totalfirestopping.com.au	F043412A	
mohammed Abdeghany	0418978520	Master1hvac@gmail.com	F055472A	
YIFEI HUANG	0414922212	SERVICES@BDBUILDINGSOLUTION.COM	F028291A	

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

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

Full name	Jessie Lu
Organisation (if applicable)	Strata Opt Pty Ltd
Title/Position (if applicable)	Strata Manager
Phone	02 9283 3891
Email	jessie@strataopt.com.au

# The person issuing the statement must not be an APFS listed in section 6 or their employer/employee or direct associate.

## Section 8: Annual fire safety statement declaration

Jessie Lu (insert full name) being the: ☐ owner ☒ owner's agent  
declare that:

- a) each essential fire safety measure specified in this statement has been assessed by an accredited practitioner (fire safety) and was found, when it was assessed, to be capable of performing:

564-576 RAILWAY PARADE, HURSTVILLE NSW

- 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

# Fire Safety Statement

Part 9 of the Environmental Planning and Assessment Regulation 2000



- 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 an accredited practitioner (fire safety) 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

*Jessie Lu*

Date issued

16/09/2022

## 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 an accredited practitioner (fire safety) 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 Statement

Information to help building owners complete the Fire Safety Statement form



## **Please note:**

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

## **General**

- Please print in CAPITAL LETTERS and complete all relevant sections in full.
- A reference to 'the Regulation' is a reference to the *Environmental Planning and Assessment Regulation 2000*.
- An 'APFS' is an accredited practitioner (fire safety) as defined in clause 3 of the Regulation.
- The completed fire safety statement form must be submitted to both the local council and Fire and Rescue NSW.
- Please contact your local council for further information about how to submit the completed statement.
- Completed statements can be emailed to Fire and Rescue NSW at [afss@fire.nsw.gov.au](mailto:afss@fire.nsw.gov.au). Alternately, statements can be posted to Fire and Rescue NSW, Locked Bag 12, Greenacre NSW 2190. For further information about this process, please visit the '**Error! Hyperlink reference not valid.**' page at [www.fire.nsw.gov.au](http://www.fire.nsw.gov.au).
- As soon as practicable after issuing the fire safety statement, the building owner must display a copy (together with a copy of the current fire safety schedule) in a prominent location within the building.
- Further information about building fire safety is available on the 'Fire safety' page of the Department's website at [www.planning.nsw.gov.au](http://www.planning.nsw.gov.au).

## **Section 1: Type of statement**

- Mark the applicable box to identify if the statement being issued is an annual fire safety statement or a supplementary fire safety statement.
- An annual fire safety statement is issued under clause 175 of the Regulation and relates to each essential fire safety measure that applies to the building.
- A supplementary fire safety statement is issued under clause 178 of the Regulation and relates to each critical fire safety measure that applies to the building.

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

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

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

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

## **Section 4: Fire safety measures**

- The purpose of this section is to identify all of the fire safety measures that apply to a building or part of a building.
- Fire safety measures include both essential fire safety measures and critical fire safety measures. They include items such as portable fire extinguishers, fire hydrants, fire sprinklers, fire detection and alarm systems and lightweight construction.
- Essential fire safety measures are those fire safety measures which are assessed on an annual basis, while critical fire safety measures are those which are required to be assessed at more regular intervals (as detailed on the fire safety schedule). These terms are defined in clause 165 of the Regulation.
- For annual fire safety statements, the table in section 4 must list each of the essential fire safety measures that apply to the building or part of the building and the relevant standard of performance. The date(s) on which these measures were assessed and inspected must be within the 3 months prior to the date the annual fire safety statement is issued.

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

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

- This section applies only to an annual fire safety statement.
- The purpose of this section is to identify that an APFS has inspected the fire exits, fire safety notices, doors relating to fire exits and paths of travel to fire exits in the building or part of the building and found there has been no breach of Division 7 of Part 9 of the Regulation.
- The table in section 5 must detail the parts of the building that were inspected. The date(s) of the inspection(s) must be within the 3 months prior to the date the annual fire safety statement is issued.
- The accreditation number of the APFS who inspected the whole or part of the building listed in section 5 must be nominated against the relevant part in the column titled 'APFS'. Further information relating to the accreditation of practitioners is provided at section 6.

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

- An APFS is a person engaged by the building owner(s) to undertake the assessment of fire safety measures in section 4 and the inspection of the buildings exit systems in section 5 (for an annual fire safety statement).
- The purpose of this section is to record the name and contact details of each APFS who assessed a fire safety measure listed in section 4 or inspected the building or part of the building as specified in section 5.
- Each APFS listed in the table must also sign the fire safety statement. Alternatively, an APFS could provide the building owner or agent with a separate signed document to endorse the relevant part of the fire safety statement.
- The first industry accreditation scheme for APFS has been approved by the NSW Government.
- From July 1 2020, a building owner must select an APFS from a register of accredited practitioners. The accreditation number of each relevant APFS must be listed on the form.
- If the building owner has determined the competence of the APFS because the Commissioner for Fair Trading is satisfied there are no practitioners accredited under an industry approved accreditation scheme to assess a specific fire safety measure and has authorised the owner to do so, there is no requirement to include an accreditation number on the form.
- Further information about the approved industry accreditation schemes can be found on the 'Fire safety practitioners' page of the NSW Fair Trading website at [www.fairtrading.nsw.gov.au](http://www.fairtrading.nsw.gov.au).

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

- The purpose of this section of the form is to detail the name and contact details of the person who is issuing the statement i.e. the person who completes and signs section 8 or section 9 of the form. This could be the owner(s) of the building or a nominated agent of the owner(s).
- Where a person issues the statement on behalf of an organisation (as the owner of the building), the name of the organisation and the title/position of the person must be provided. The person issuing the statement as a representative of the organisation must have the appropriate authority to do so.
- Where a person issues the statement on behalf of the owner(s) (as the owner's agent), this person must have the appropriate authority from the building owner(s) to undertake this function.
- In the case of a building with multiple owners, one owner may issue the statement, however each of the other owners must authorise the owner who issues the statement to act as their agent.
- The person issuing the statement must not be an APFS who is listed in section 6 or their employer/employee or direct associate. This recognises the different roles and responsibilities for building owner(s) and the APFS in the fire safety statement process. This is important because the Regulation makes building owners responsible for declaring that fire safety measures have been assessed and the building inspected (for the purposes of section 5) by an APFS. This ensures that building owners, who are ultimately responsible, remain engaged in the fire safety statement process.
- In addition, only the building owner(s) can determine that a person is competent to perform the fire safety assessment functions where there is no person who holds accreditation. The building owner(s) are also responsible



for ensuring that essential fire safety measures are maintained in accordance with clause 182 of the Regulation. An agent cannot be made responsible for these requirements.

## Section 8: Annual fire safety statement declaration

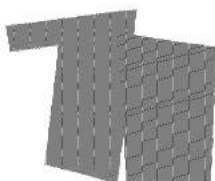
- The person completing this section is the person who is issuing the annual fire safety statement in accordance with clause 175 of the Regulation and is the same person as detailed in section 7. The person issuing the statement must identify if they are the owner or the owner's agent.
- In issuing the statement, the building owner or agent is not declaring that each fire safety measure meets the minimum standard of performance, but rather that each fire safety measure has been assessed, and was found by an APFS to be capable of performing to that standard, as listed in section 4. In performing this function, the building owner or owner's agent could obtain documentation from each APFS to verify that the standard of performance has been met, prior to completing the form and issuing the statement.
- The person who issues the statement by completing section 8 or section 9 of the form must not be an APFS who was involved in the assessment of any of the fire safety measures, or inspection of the building for the purposes of the statement, or their employer/employee or direct associate. This is to ensure that building owners, who are ultimately responsible, remain engaged in the fire safety statement process.

## Section 9: Supplementary fire safety declaration

- The person completing this section is the person who is issuing the supplementary fire safety statement in accordance with clause 178 of the Regulation and is the same person as detailed in section 7. The person issuing the statement must identify if they are the owner or the owner's agent.
- The information provided above in relation to section 8 on what the owner is declaring also applies to a supplementary fire safety statement.

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**WHELAN PROPERTY GROUP**  
STRATA MANAGEMENT SERVICES

**WHELAN PROPERTY GROUP**

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**ATTENTION: THE OWNERS, FIRST MORTGAGEES AND COVENANT CHARGEES OF LOTS AND TENANTS IN  
STRATA PLAN 63181 | 564-576 RAILWAY PARADE, HURSTVILLE**

<b>MINUTES OF ANNUAL GENERAL MEETING OF THE OWNERS - STRATA PLAN NO. 63181</b>	
Meeting Title	Annual General Meeting
Strata Plan Number	63181
Date & Venue	Tuesday 12 February 2019 in the Common Room , 564-576 Railway Parade, Hurstville
Start Time	7.30 PM
End Time	9:10 PM
Present (in person or via proxy)	Lots: 4, 5, 9, 11, 13, 14, 18, 22, 28, 31, 36, 44, 46, 47, 54, 56, 60, 61, 63, 65, 68, 69, 72, 73, 75, 81, 92, 94, 98, 100, 103, 104, 105, 106
In Attendance	Whelan Property Group – Raj Shekhawat & Quyen Van
Chairperson	Raj Shekhawat (by invitation)

**1.0 PREVIOUS MINUTES**

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

**2.0 STRATA MANAGEMENT AGENCY AGREEMENT**

**AMENDED & RESOLVED:** That the Owner Corporation appoint Whelan Property Group Pty Limited as the Managing Agent of the Owners Corporation of Strata Plan 63181 for a further 12 months and that the Common Seal be affixed pursuant to Section 49 of the Strata Schemes Management Act, 2015 to the Agency Agreement circulated with the agenda, which incorporate instruments appointing Whelan Property Group Pty Limited and delegating all the powers, authorities, duties and functions referred to therein.

**3.0 KEY FINANACIAL INFORMATION**

**RESOLVED:** That the Audited key financial information for the Administrative Fund, Capital Works Fund and any other fund circulated with this agenda be adopted. *(Please direct all accounting enquiries to your Strata Manager, 24 hours prior to the meeting).*

**4.0 APPOINTMENT OF AN AUDITOR**

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

## 5.0 BUDGET AND LEVIES

### 4.1 Administrative and Capital Work Funds

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

### 4.2 Levy Contributions (1 October 2018 to 30 September 2019)

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

■ Administrative Fund	\$ 336,000.68 Inc. GST
■ Capital Works Fund	\$ 35,367.44 Inc. GST

This strata scheme is registered for GST.

Number	Levy Period	Year	Issued	Administration	Sinking	Total
1	October	2018	Yes	\$84,000.17	\$8,841.86	\$92,842.03
2	January	2019	Yes	\$84,000.17	\$8,841.86	\$92,842.03
3	April	2019	No	\$84,000.17	\$8,841.86	\$92,842.03
4	July	2019	No	\$84,000.17	\$8,841.86	\$92,842.03
				<b>\$336,000.68</b>	<b>\$35,367.44</b>	<b>\$371,368.12</b>

### 4.3 Levy Contributions (1 October 2019)

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

■ Administrative Fund	\$ 84,000.17 Inc. GST per quarter
■ Capital Works Fund	\$ 8,841.86 Inc. GST per quarter

### 4.4 Levy Notices

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

## 6.0 OVERDUE LEVY COLLECTION

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

## 7.0 PAYMENT PLANS

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

## 8.0 STRATA AGENT COMMISSIONS

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

Insurance Commission	\$ 4,681.81 Plus GST
Training Commission	\$ Nil
All Other Commissions	\$ Nil

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

## 9.0 INSURANCE CONFIRMATION

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

## 10.0 BUILDING VALUATION

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

- Last Valuation was done on 7 December 2016.

## 11.0 RENEWAL OF INSURANCES

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

## 12.0 STRATA COMMITTEE ELECTION

**RESOLVED:** That the number of Strata Committee be set at eight (8) and those elected for the ensuing year are.

Lot	Elected Person
9	F. Tjong
47	I. Colig
63	S. Foong
92	M. Ha
94	N. Cheng
98	S. Liang
104	X. Wang
106	L. Lou

### 13.0 WHS REPORT

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

(a) Work Health & Safety Report

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

### 14.0 RESTRICTED MATTERS

**RESOLVED:** That the Owners Corporation decides "if any matter or type of matter is to be determined only by the owners corporation in a general meeting" pursuant to Schedule 1 Clause 6(a) and 9(i) of the "*Strata Scheme Management Act 2015*".

### 15.0 ANNUAL FIRE SAFETY STATEMENT

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

### 16.0 MOTION TO MAKE A BY LAW TO DELEGATE THE FUNCTIONS TO THE STRATA COMMITTEE | MINOR RENOVATIONS (SPECIAL RESOLUTION)

**RESOLVED:** That the Owners Corporation:

- (a) SPECIALLY RESOLVES in accordance with section 141(1) of the *Strata Schemes Management Act 2015* to make an additional by-law in the following terms and to complete, affix the seal to and lodge in the office of the Registrar-General notification of the same in the manner contemplated by section 141(2)(a) of the *Strata Schemes Management Act 2015*:

**Special By-Law – Minor renovations by owners – Delegation of functions**

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

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

**U/E FOR: 3216**

**U/E AGAINST: Nil**



**17.0 MOTION FOR BY-LAW WITH RESPECT TO DAMAGE AND PERSONAL INJURY CAUSED BY ITEMS PLACED IN COMMON AREAS(SPECIAL RESOLUTION)**

**RESOLVED:** The Owners Corporation SPECIALLY RESOLVES pursuant to Section 141 of the Strata Schemes Management Act 2015 to make a by-law adding to, amending or repealing the by-laws for the strata scheme in the form of the Proposed By-Law and to complete, affix the seal to and lodge in the Registrar-General's office notification of the same in the form approved under the Real Property Act 1900 as contemplated by section 141 of the Strata Schemes Management Act 2015.

In this motion Proposed By-Law means the proposed by-law in the document headed 'Proposed Change of By-Laws – Special By-Law [X]' annexed to the agenda for this meeting.

**U/E FOR: 3216**

**U/E AGAINST: Nil**

**18.0 LARGE SCHEME RESTRICTIONS (101 LOTS)**

**RESOLVED:** That the Owners Corporation resolves pursuant to section 102(3) of the Strata Schemes Management Act 2015 to amend the limitation on spending imposed by subsection 102(2) of that Act to 10% of the total budgeted expenses for the ensuing year.

**19.0 CLEANING AND BUILDING MANAGER APPOINTMENT**

**RESOLVED:** That the Owner Corporation Resolve to appoint Zenari Maintenance for Cleaning and Building Managent Services on a month to month basis.

**20.0 REVIEW OF MANAGEMENT AGREEMENT**

**RESOLVED:** That the Owner Corporation discuss and review Current Strata Management agreement

**21.0 AIR CONDITION POWER ADEQUACY**

**RESOLVED:** That the Owners Corporation Resolve to authorise Strata Committee to review and consider Power adequacy for any Air condition installation application received before it is approved to be installed.

**22.0 MEETING CLOSURE**

**CLOSURE**

The Chairperson declared the meeting closed with no further business at 9:10 PM.

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**CHAIRPERSON**

Raj Shekhawat

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**DATE**



ATTENTION: THE STRATA COMMITTEE, OWNERS, FIRST MORTGAGEES AND  
COVENANT CHARGEES OF LOTS IN STRATA PLAN 63181 | 564-576 RAILWAY PARADE, HURSTVILLE

MINUTES OF A STRATA COMMITTEE MEETING OF THE OWNERS - STRATA PLAN NO. 63181	
Meeting Title	Strata Committee Meeting
Strata Plan Number	63181
Date and Venue	Tuesday 12 February 2019 in the Common Room , 564-576 Railway Parade, Hurstville
Start Time	9:10 PM
End Time	9:28 PM
Present	Strata Committee: Lot 9 - F. Tjong, Lot 47 – I. Colig, Lot 63 - S. Foong, Lot 92 - M. Ha, Lot 94 - N. Cheng, Lot 98 - S. Liang, Lot 104 – X.Wang and Lot 106 – L. Lou
In Attendance	Whelan Property Group: Raj Shekhawat & Quyen Van
Chairperson	Raj Shekhawat (By Invitation)

#### 1.0 PREVIOUS MINUTES

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

#### 2.0 OFFICE BEARERS

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

Lot	Elected Person	Position
9	F. Tjong	Secretary
106	S.Chou	Treasurer
92	M.Ha	Chairperson

#### 3.0 STRATA COMMITTEE REPRESENTATIVES

**RESOLVED:** That the Strata Committee elect a S.Chou as a representative and I.Colig as a substitute representative to liaise/instruct Whelan Property Group Pty Limited on behalf of the Strata Committee.

#### 4.0 MEETING CLOSURE

The Chairperson declared the meeting closed with no further business at 9:28 PM.

**CHAIRPERSON**

Raj Shekhawat

**DATE**



Minutes of the Annual General Meeting, Strata Plan 63181, held via teleconference on Thursday, 05 November 2020

**Highcrest, 564-576 Railway Parade, HURSTVILLE NSW 2220**

Meeting commenced 06:30 PM

Chairperson : Clare Levitt (Managing agent)

Attendance :

Lot #	Unit #	Attendance	Owner Name Representative
4	4	Yes	Wen Shen Chang
5	5	Yes	Yiming Zhang
6	6	Yes	Wu Hao Shen
9	9	Yes	Fie Yung Tjong
11	11	Yes	Cynthia Rose Pereira
28	28	Yes	Shi Lian Dang
39	39	Yes	Arlette Ngahfoong,
47	47	Yes	Ivan Colig
60	60	Yes	Dezhi Niu
61	61	Yes	Xin Niu
63	63	Yes	Sandra Lynn Ngah Foong
64	64	Yes	Ms Fung Ho
65	65	Yes	Man Hoi Leung
78	78	Yes	B & F Leung Pty Ltd
81	81	Yes	Petty Wai Kam Wong
83	83	Yes	Joey Ng
92	92	Yes	Angela Ng
95	95	Yes	Xuan Li
98	98	Yes	Shuo Liang
106	106	Yes	Li Zhong Lu

The chairperson declared that the persons present either personally or by duly appointed proxy are entitled to vote and constitute a quorum .

## 1 MINUTES

Resolved that the minutes of the last general meeting be confirmed as a true record of the proceedings of that meeting.

## 2 FINANCIAL STATEMENTS

Resolved that the key financial statement as presented for the period to 30/09/2020 be adopted and that the strata committee receive financial reports on behalf of the Owners Corporation monthly.



### **3 AUDITOR**

Resolved that an auditor be appointed as the Owners Corporation is required to do so under the Strata Schemes Management Act.

### **4 STRATA COMMITTEE**

Resolved that the number of the Strata Committee be determined at (insert number ), that the following people were elected to those positions and that no additional restrictions be imposed.

Name	Nominated by
• Wu Hao Shen	Self Nomination Lot 6
• Fie (Patrick) Tjong	Self Nomination Lot 9
• Ivan colig	Self Nomination Lot 47
• Sandra Foong	Self Nomination Lot 63
• Michael Ha	Angela Ng Lot 92
• Shuo Liang	Self Nomination Lot 98
• Li (Louis) Lu	Self Nomination Lot 106

### **5 INSURANCE**

Resolved that the existing insurances held by the Owners Corporation be confirmed, including those non-compulsory policies listed in the schedule, and that no valuation be obtained. Renewal quotations to be forwarded to the strata committee for confirmation of instructions.

### **6 DEBT COLLECTION**

Resolved that the Owners Corporation implements the following policy for the purpose of dealing with any overdue contributions payable by lot owners to the Owners Corporation, and the Owners Corporation authorises the Strata Manager and/or the Strata Committee to do any one or more of the following:

- a. To issue arrears reminder notices/letters to seek recovery of levy contributions and the recovery of other debts, including penalties, interest, legal and other costs and;
- b. To engage or appoint the services of a debt collection agency or legal representative or experts on behalf of the Owners Corporation

### **7 BUILDING DEFECTS**

Resolved that the Owners Corporation is not aware of any defects currently requiring action available under the statutory warranty under Home Building Act 1989.

### **8 STRATA MANAGER REPORT**

Resolved that the report from the Strata Managing Agent be adopted.

### **9 ANNUAL FIRE SAFETY STATEMENT**

Resolved that the Owners Corporation accept the annual fire safety statement circulated with the notice and that the Owners Corporation acknowledges that the fire safety certificate is signed by the Strata Managing Agent in its capacity as agent only and the Strata Managing Agent is directed by the Owners Corporation to continue to implement all such fire safety measures which are annually certified pursuant to the certificate including lodging the next certificate.

### **10 SWITCHBOARD**

Resolved that the Owners Corporation appoint a suitably qualified company to provide the 2 yearly inspection of the common switchboard to ensure compliance with the Australian Standard.

**11 SPECIAL BY LAW AIR CONDITIONING**

That the Owners - Strata Plan No. 63181 SPECIALLY RESOLVE pursuant to section 136 of the Strata Schemes Management Act 2015 ("the Act") to make by-law Special By Law 3 - Prohibition on the installation of new air-conditioning systems on the terms set out in the by law and that notification of this change to the by-laws be lodged for registration in accordance with section 141 of the Act at the Registrar-General's office.

UE Total - 1897  
UE For - 1661  
UE Against - 155  
Motion Passed

**12 CAPITAL WORKS FUND PLAN**

Resolved that the Owners Corporation approves the current 10 year capital works plan and that the source of funding for the work proposed in the plan shall be by way of the annual capital works fund levy with any shortfall to be met by special levies to be raised as required.

**13 BUDGET & LEVIES**

Resolved that the proposed budget not be adopted and that the amended levy contributions for the next 12 months be determined at :

Administration fund \$ 342,540.00 INCL GST

Capital works fund \$ 77,000.00 INCL GST

Payable in equal quarterly instalments commencing 01/01/2021

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

## **Minutes of the Strata Committee - Strata Plan 63181**

Held immediately after the annual general meeting of Thursday, 05 November 2020

### **1. Minutes**

Resolved that the minutes of the last Strata Committee meeting be approved as a true record of that meeting

### **2. Positions**

Resolved that the following Officers be elected :-

Chairman - Michael Ha

Secretary - Fie (Patrick) Tjong

Treasurer - Li (Louis) Lu

MINUTES OF THE EXTRAORDINARY GENERAL MEETING  
THE OWNERS - STRATA PLAN 63181

**Highcrest, 564-576 Railway Parade, HURSTVILLE NSW 2220**

Held on 01/06/2021 by teleconference. The meeting commenced at 06:30 PM.

**PRESENT:**

Lot #	Unit #	Attendance	Owner Name Representative
4	4	Yes	Wen Shen Chang
6	6	Yes	Wu Hao Shen
9	9	Yes	Fie Yung Tjong,
39	39	Yes	Arlette Ngahfoong,
47	47	Yes	Ivan Colig
60	60	Yes	Dezhi Niu
61	61	Proxy	Xin Niu - Proxy to Dezhi Niu
63	63	Yes	Sandra Foong
64	64	Yes	Ms Fung Ho
65	65	Yes	Man Hoi Leung & Lo Wai Chong Leung
81	81	Yes	Petty Wai Kam Wong
87	87	Yes	Rui Yi Wang
92	92	Yes	Michael Ng
98	98	Yes	Shuo Liang
106	106	Yes	Li Zhong Lu
109	109	Proxy	Louis Wong & Maggie Lam - Proxy to Clare Levitt Nathan Keen (Absolute Strata Management) Matthew Clay (Eastaway)

**CHAIRPERSON** Clare Levitt

The chairperson declared that the persons present either personally or by duly appointed proxy are entitled to vote and constitute a quorum.

**1 MINUTES**

Resolved that the minutes of the last general meeting be confirmed as a true record of the proceedings of that meeting.

**2 SPECIAL LEVY**

Resolved that a special levy in the amount of \$72,000.00 be raised to fund the planned maintenance of the fire dampers at the building.

Levy due and payable in two instalments

2/07/2021 & 2/10/2021

**CLOSURE:** There being no further business, the chairperson declared the meeting closed at 07:30 PM.

Minutes of the Annual General Meeting, Strata Plan 63181, held via teleconference on Tuesday, 09 November 2021

**Highcrest, 564-576 Railway Parade, HURSTVILLE NSW 2220**

Meeting commenced 06:33 PM

Chairperson : Clare Levitt (Absolute Strata Management)

Attendance :

Lot #	Unit #	Attendance	Owner Name Representative
4	4	Yes	Wen Shen Chang,
11	11	Yes	Cynthia Rose Pereira,
18	18	Yes	Jing Wen Zhang
39	39	Yes	Arlette Ngahfoong
47	47	Yes	Ivan Colig
60	60	Yes	Niu Dezhi
61	61	Yes	Xin Niu
63	63	Yes	Sandra Foong
64	64	Yes	Fung Ho
65	65	Yes	Man Hoi Leung
75	75	Yes	Y M Yang
81	81	Yes	Petty Wong
87	87	Yes	Rui Yi Wang
105	105	Yes	Pelen Peirun Ji
106	106	Yes	Li Zhong Lu

Proxy: 6 to 47, 9 to 106, 28 to 60, 31 to 18, 92 to Michael Ha, 98 to 106, 103 to 47 & 109 to Chairperson

Tina Poole (Absolute Strata Management)

The chairperson declared that the persons present either personally or by duly appointed proxy are entitled to vote and constitute a quorum .

## 1 MINUTES

Resolved that the minutes of the last general meeting be confirmed as a true record of the proceedings of that meeting.

## 2 AGENCY AGREEMENT

Resolved that the Owners Corporation not enter into a new agency and that a future extraordinary general meeting be convened to determine the matter.

**Noted that the existing agency will automatically terminate on 25/11/2021.**

### **3 FINANCIAL STATEMENTS**

Resolved that the key financial statement as presented for the period to 30/09/2021 be adopted and that the strata committee receive financial reports on behalf of the owners corporation.

### **4 AUDIT (COMPULSORY)**

Resolved that the auditor's report be accepted.

### **5 STRATA COMMITTEE**

Resolved that the number of the strata committee be determined at nine, that the following people were elected to those positions and that no additional restrictions be imposed.

Name	Nominated by
• Wu Chen	Lot 6
• Fie Tojong	Lot 9
• Ivan Colig	Lot 47
• Sandra Foong	Lot 63
• Fung Ho	Lot 64
• Man Hoi Leung	Lot 65
• Michael Ha	Lot 92
• Shuo Liang	Lot 98
• Li Lou	Lot 106

### **6 INSURANCE**

Resolved that the existing insurances held by the owners corporation be confirmed, including those non-compulsory policies listed in the schedule, and that no valuation be obtained. Renewal quotations to be forwarded to the strata committee for confirmation of instructions.

### **7 DEBT COLLECTION**

Resolved that the owners corporation authorise the strata manager and/or the strata committee to do any of the following:

- Issue arrears reminder notices/letters to seek recovery of levy contributions and the recovery of other debts including penalties, interest, legal and other costs.
- Engage or appoint the services of a debt collection agency or legal representation or experts on behalf of the owners corporation.

### **8 WARRANTY DEFECTS**

Resolved that the owners corporation is not aware of any matter requiring a claim under the Home Building Act 1989 statutory warranty.

### **9 STRATA MANAGER REPORT**

Resolved that the report from the strata managing agent be adopted.

## **10 ANNUAL FIRE SAFETY STATEMENT**

Resolved that:

- A. the owners corporation accept the annual fire safety statement circulated with the notice and that the owners corporation acknowledges that the fire safety certificate is signed by the strata managing agent in its capacity as agent only and the strata managing agent is directed by the owners corporation to continue to implement all such fire safety measures which are annually certified pursuant to the certificate including lodging the next certificate.
- B. the managing agent is authorised to undertake fire protection works to maintain all such fire safety measures to ensure annual certification of the building to the value of \$2,000.00 without reference and take any and all action necessary to recover costs from owners and/or occupants for charges imposed on the owners corporation due to failure to comply with access requests both for inspections and fire protection works.

## **11 BY LAW - ACCESS FIRE SERVICES**

Resolved that the owners corporation not adopt the proposed by law in relation to access for inspection and repair of fire services.

## **12 CAPITAL WORKS FUND PLAN**

Resolved that the owners corporation approves the current 10 year capital works plan and that the source of funding for the work proposed in the plan shall be by way of the annual capital works fund levy with any shortfall to be met by special levies to be raised as required.

## **13 BUDGET & LEVIES**

Resolved that the proposed budget not be adopted and that the amended levy contributions for the next 12 months be determined at :

Administration fund    \$ 342,540.00 Incl GST

Capital works fund      \$ 77,000.00 Incl GST

Payable in equal quarterly instalments commencing 01/01/2022

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

**STRATA SCHEMES MANAGEMENT ACT 2015  
MINUTES OF EXTRAORDINARY GENERAL MEETING OF THE  
OWNERS CORPORATION FOR STRATA PLAN 63181**

The minutes of the Extraordinary General Meeting of the Owners Corporation for 564-576 Railway Parade, Hurstville NSW 2220 on Wednesday 24<sup>th</sup> November 2021 6:00 PM are noted:-

**Apologies:** Nil

**Present:** The Owners of Lots 4,5,8,9,11,18,28,31,40,47,57,64,65,68,72,75,81,86, 87,92,93, 99,103, 104,105, 106

**Attending:** Jessie Lu of Strata Opt

**Chairperson:** Jessie Lu occupied the Chair.

1. **RESOLVED** that the last general meeting minutes be confirmed.

**Vote:** All in favour

2. **RESOLVED** by Special Resolution that the Strata Opt Pty Ltd is appointed

**Vote:** All in favour

*Jessie Lu*

**Jessie Lu**

**Strata Managing Agent**

**Date:** 25/11/2021

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Minutes of Strata Committee (SP 63181) meeting held on Monday 21 February 2022.

Attendance: Patrick (U9), Louis (U106), Ivan (U47), Fiona (U64), Building Caretaker Winsen (U4), Simon (DAS Schneider Elevators) and Jessie (Strataopt)

Apologies: Hansen (U6), Sandra (U98), Robert (U65) Michael (U92)

Proxy: Nil

Issues discussed:

1. Lifts upgrade – error codes have been gathered from break down of upgraded lift in recent time for analysis. These issues could be caused by a circuit board in the lift which will now be replaced by a new circuit board importing from China. Estimated wait time around two weeks. Security features such as card reader for assigned floors will be added.
2. New bylaws have been discussed and will be presented to owners' corporation in an extraordinary general meeting EGM for approval. Details of new bylaws will be discussed in EGM scheduled on 22 March 2022 at 6:00pm.
3. Quotes have been received for building manager and cleaner. Current caretaker Winsen will decide in EGM whether to continue the role of building caretaker in our building.
4. Second notice will be issued to U85 and U22 for installation of air conditioner system which is against our bylaws due to lack of power supply in our building. NSW Civil and Administrative Tribunal will be engaged if no action is taken from such units' owners.

Extraordinary General Meeting (EGM) has been scheduled on 22 March 2022 at 6:00pm for the discussion of certain issues listed above.

The secretary is hereby authorising to affix the owners' corporation common seal to this notice on 22 February 2022.

***STRATA SCHEMES MANAGEMENT ACT 2015  
MINUTES OF EXTRAORDINARY GENERAL MEETING OF THE  
OWNERS CORPORATION FOR STRATA PLAN 63181***

The minutes of the Extraordinary General Meeting of the Owners Corporation **SP 63181 – 564-576 Railway Parade, Hurstville NSW 2220** held on **Tuesday 22<sup>nd</sup> March 2022 at 6:00PM** are noted:-

**Present:** Lots 4, 9, 11, 14, 18, 22, 31, 39, 57, 60, 61, 63, 65, 72, 75, 81, 85, 87, 92, 93,  
105 and 106

**Corporate  
Authorisation:** Nil

**Proxy:** Lot 36 in favour of lot 9, lot 47 in favour of 106 and lot 109 in favour of Jessie  
Lu

**Apologies:** Nil

**In Attendance:** Jessie Lu from Strataopt

**Chairperson:** Jessie Lu from Strataopt

**Declaration from the Chairperson:**

Pursuant to Clause 17 (4) (b) of Schedule 1 to the Act, that those present either personally or by duly appointed proxy and who are entitled to vote on the motion would constitute a quorum for the purposes of considering the outstanding motions or business of the meeting. The majority of those present at the meeting supported this declaration by the Chairperson.

**Motion 1**  
**Confirmation of General Meeting Minutes**

**Ordinary Resolution**

That the minutes of the last general meeting of the owners corporation held 24<sup>th</sup> November 2021 be confirmed as a true and accurate record of the proceedings of that meeting.

Vote: All in favour

**Motion 2**  
**Special By-laws**

**Special Resolution**

That the owners corporation **SPECIALLY RESOLVES** to adopt the special by-laws attached in this notice of meeting.

- Special By Law – Absolution of Maintenance – Lot Fixtures & Fittings
- Special By Law – Compensation to Owners Corporation
- Special By Law – Recovery of Costs
- Special By Law – Relocation – PARKING & TOW-AWAY

Vote: All in favour

**Motion 3**  
**Building Manager and Cleaner**

**Ordinary Resolution**

That the owners corporation will consider the quotation provided by LNL Building Management Group and determine whether they would like to proceed with their services.

Vote: All in favour for LNL BM Group providing cleaning service only. Not in favour of LNL BM Group providing building management services.

**Motion 4**  
**Other Matters – General Discussion**

**Ordinary Resolution**

That the owners corporation consider the following matters:

- The issue regarding the lift upgrade. **NOTED**
- Account internal transfer of \$80k from the Capital Work Fund to the Administrative Fund. **NOTED**
- Owners who had conducted the installation of air conditioning systems which is against our by-laws due to lack of power supply in our building. NSW Civil and Administrative Tribunal will be engaged if no action is taken from such units' owners  
**Unit 22 has agreed to remove their air-conditioning unit, unit 85 wants to proceed with bringing the matter to the NSW Civil and Administrative Tribunal**
- Annual Fire Safety Statement Update.  
**Owners have agreed to provide access to their units to get repairs done in order to finalise the AFSS.**

Meeting closed at 7:39 PM

Date of this minute: 22 March 2022

**STRATA SCHEMES MANAGEMENT ACT 2015**

**THE OWNERS, FIRST MORTGAGEES AND COVENANT CHARGEES OF LOTS IN STRATA PLAN 63181**

**ADDRESS OF STRATA SCHEME: 564-576 RAILWAY PARADE, HURSTVILLE NSW 2220**

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**STRATA SCHEMES MANAGEMENT ACT 2015  
MINUTES OF THE ANNUAL GENERAL MEETING OF THE OWNERS  
CORPORATION FOR STRATA PLAN 63181**

The minutes of the Annual General Meeting of the Owners Corporation **SP 63181 – 564-576 Railway Parade, Hurstville NSW 2220** held on **Thursday 8th December 2022 at 6:00pm** are noted:-

**Present:** W Chang (4), W Shen (6), F Tjong (9), C Pereira (11), H Ngu (14)  
J Zhang (18), A Colig (47), D Niu (60), X Niu (61), N Gurung (63)  
F Ho (64), M Leung (65), Z Shao & J Zhang (68), P Wong (81), L Li (89), L Lu (106)

**Proxy:** M Filipovic (46) to A Colig (47) & A Ng (92) to M Ha

**Vote Forms:** H & K So (35)

**In Attendance:** Sophie Kakakios of Strataopt and Jessie Lu of Strataopt

**Declaration from the Chairperson:**

A quorum was not reached and the meeting was opened after 30 minutes

The Agenda Motions considered for the meeting are as follows:

<b>Motion 1</b> <b>Adoption of General Meeting Minutes</b>	<b>Ordinary Resolution</b>
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RESOLVED That the minutes of the last general meeting of the owners corporation held on **Tuesday 22nd March 2022** be confirmed as a true and accurate records of the proceedings of that meeting.

Vote: All in favour

<b>Motion 2</b> <b>Key Financial Information</b>	<b>Ordinary Resolution</b>
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RESOLVED That the attached statements of key financial information for the administrative fund, the capital works fund and any other fund prepared by the owners corporation together with the relevant auditors report if required be adopted.

Vote: All in favour

<b>Motion 3</b> <b>Audit of Statement of Accounts</b>	<b>Ordinary Resolution</b>
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RESOLVED that an auditor be appointed for the financial year ending **30th September 2023**.

Vote: All in favour

<b>Motion 4</b> <b>Budget and Levy Contributions</b>	<b>Ordinary Resolution</b>
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RESOLVED:

That the proposed budget as presented be received and that levies determined under Section 79(1), 79(2) and 81 of the *Strata Schemes Management Act 2015* ("the Act") be **CONFIRMED** for the next financial year.

That the following levy contributions be determined pursuant to section 81 of the Act:

**Administration Fund at a rate of \$ 405,295.00 per annum incl. GST**  
**Capital Works Fund at a rate of \$ 77,000.00 per annum incl. GST**

payable quarterly in advance commencing 15th January 2023, and then 1st April 2023, 1st July 2023 and 1st October 2023.

That the first levy for the **15th January 2023** financial year be due and payable to the Administrative Fund and Capital Fund in accordance with the below amount and that these amounts continue to be due and payable on a quarterly basis until resolved at the **2023** annual general meeting.

<b>Administration Fund</b>	<b>\$ 103,323.75 per quarter GST Incl</b>
<b>Sinking Fund</b>	<b>\$ 19,250.30 per quarter GST Incl</b>

Vote: All in favour

**Motion 5**  
**Insurance**

**Ordinary Resolution**

RESOLVED:

- a) That an insurance valuation **NOT** be obtained.
- b) That the Owners Corporation insurances be **confirmed**.
- c) That the Owners Corporation authorise and instruct Strataopt Pty Ltd to renew the current annual strata building insurance policy.
- d) That the Owners Corporation arrange for fidelity guarantee and office bearers liability insurance covers.

Vote: All in favour

**Motion 6**  
**Debt Collection & Payment Plan**

**Ordinary Resolution**

RESOLVED That the Owners Corporation resolve pursuant to the Strata Schemes Management Act 2015 (including Section 103) for the purpose of collecting levy contributions to authorize the Strata Managing Agent and/or the Strata Committee to do any one of more of the following:

- a. To issue arrears notice, reminder notices and/or letters to seek recovery of levy contributions and the recovery of other debts, including penalties, interest, legal and other costs;
- b. To engage or appoint the services of a debt collection agency, obtain legal advice and/or retain legal representation and/or experts on behalf of the Owners Corporation;
- c. To issue demands, commence, pursue, continue or defend any court, tribunal or any other proceedings against any lot owner, mortgagee in possession and/or former lot owner in relation to all matters arising out of the recovery of levy contributions and the recovery of other debts, including penalties, interest, legal and other costs;
- d. Enter and enforce any judgment obtained in the collection of levy contributions including issuing writ for levy of property (personal and real property), garnishee orders, examinations notices/orders/hearings, bankruptcy notices, statutory demands and commencing and maintaining bankruptcy proceedings or winding up proceedings;
- e. Filing an appeal or defending an appeal against any judgment concerning the collection of levy contributions; and
- f. Liaise, instruct and prepare all matters with the Owners Corporation debt collection agents, lawyers and experts in relation to any levy recovery proceedings.

Vote: All in favour

**Motion 7**  
**Capital Works Fund Plan**

**Ordinary Resolution**

RESOLVED that the Owners Corporation review the Capital Works analysis prepared by BIV Reports.

Vote: All in favour

**Motion 8****Ordinary Resolution****Annual Fire Safety Statement**

RESOLVED That the Owners Corporation authorise and instruct Strataopt Pty Ltd to obtain annually on behalf of the Owners Corporation an Annual Fire Safety Statement and to arrange maintenance of all fire safety equipment currently installed in the property in accordance with the provisions of Environmental Planning and Assessment Regulation ("EPAR").

Vote: All in favour

**Motion 9****Ordinary Resolution****Nomination and Election of Strata Committee**

RESOLVED that the Owners Corporation:

- a) receive nominations for the Strata Committee; and
- b) determine the number of members to be elected.

The following candidates were nominated:

W Shen (6)  
F Tjong (9)  
I Colig (47)  
F Ho (64)  
M Leung (65)  
M Ha (92)  
L Lu (106)

The number of members elected was determined as **SEVEN (7)**.

Vote: All in favour

**Motion 10****Ordinary Resolution****Restricted Matters**

RESOLVED in accordance with clause 6(a) and 9(i) of Schedule 1 of the Strata Schemes Management Act 2015 to decide NO matters are to be determined by the owners corporation in general meeting.

Vote: All in favour

**Motion 11****Ordinary Resolution****Commissions and Training**

RESOLVED That a report be received from the Strata Managing Agent on commissions and training services received in the past 12 months and estimate of commissions and training services to be received in the next 12 months.

Vote: All in favour

**Motion 12**  
**Building Managers Report**

**Ordinary Resolution**

RESOLVED That the owners corporation considers the building managers VERBAL update. It was also confirmed by the Strata Committee that they are satisfied with his communication method.

Vote: All in favour

**Motion 13**  
**Strata Hub**

**Ordinary Resolution**

RESOLVED that the owners corporation authorises Strata Opt to submit the required basic information onto the new Strata Hub portal as required by the NSW state government.

***Note: The Strata Hub to list Strataopt as their first point of contact***

Vote: All in favour

**Motion 14**  
**Re-Appointment Strataopt**

**Ordinary Resolution**

RESOLVED That StrataOpt Pty Ltd be reappointed as the strata managing agent of the owners corporation of strata plan 63181 under the terms detailed in the Agreement.

***Note: That the Owners Corporation amended the Management Agreement to ONLY reflect on a ONE (1) year term.***

Vote: All in favour

**Motion 15**  
**Intercom and Fob Upgrade**

**Ordinary Resolution**

RESOLVED that the Owners – Strata Plan No. 63181 accept the quotation from Skywalker for the upgrade works to the intercom and fob system in the value of **\$27,280.00 including gst.**

Vote: All in favour

**Motion 16**  
**Special Levy**

**Ordinary Resolution**

***Subsequent to the resolution on the above Motion 15***

16a) That the owners corporation **NOT RESOLVED** to raise a special levy in the total amount of \$25,000.00 to fund the intercom and fob system to be paid in 4 monthly instalments commencing with the 1st instalment due and payable 8th December 2022 then 8th January 2023, 8th February 2023 and 8th March 2023

16b) That the owners corporation **RESOLVES** to draw funds from the Capital Works Fund in the total amount of \$25,000.00 for the intercom and fob system works

Vote: All in favour





**Strata Opt**  
PO BOX A7  
Sydney South NSW 1235  
Tel: 02-9283 3891  
Email: [info@strataopt.com.au](mailto:info@strataopt.com.au)

*Liability limited by a scheme approved under Professional Standards Legislation*

**Motion 17**  
**Consolidated By Laws**

**Special Resolution**

RESOLVED that the owners corporation **SPECIALLY RESOLVES** to adopt the consolidated by-laws.

Vote: All in favour

Meeting closed at 6:51pm

Date of this minute: 14th December 2022

STRATA SCHEMES MANAGEMENT ACT 2015

THE OWNERS, FIRST MORTGAGEES AND COVENANT CHARGEES OF LOTS IN STRATA PLAN 63181

ADDRESS OF STRATA SCHEME: 564-576 RAILWAY PARADE, HURSTVILLE NSW 2220

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**STRATA SCHEMES MANAGEMENT ACT 2015  
MINUTES OF THE STRATA COMMITTEE MEETING OF THE  
OWNERS CORPORATION FOR STRATA PLAN 63181**

The minutes of the Strata Committee Meeting of the Owners Corporation **SP 63181 – 564-576 Railway Parade, Hurstville** held on **Thursday 8th December 2022** directly after the **Annual General Meeting** are noted:-

**Present:** W Shen (6), F Tjong (9), I Colig (47), F Ho (64), M Leung (65), M Ha (92) and L Lu (106)

**In Attendance:** W Chang (4), C Pereira (11), H Ngu (14), J Zhang (18), D Niu (60), X Niu (61), N Gurung (63), Z Shao & J Zhang (68), P Wong (81), L Li (89) and Jessie Liu of Strataopt

**Chairperson:** Sophie Kakakios of Strataopt

The Agenda Motions considered for the meeting are as follows:

#### **MOTION 1 – Minutes**

RESOLVED That the minutes of the last meeting of the Strata Committee held be confirmed as a true and accurate account of the proceedings of that meeting.

Vote: All in favour

#### **MOTION 2 – Appointing Office Bearers**

RESOLVED That a Chairperson, Secretary and Treasurer of the Strata Committee be appointed as per below:

Chairperson – M Ha (Lot 92)  
Secretary – F Tjong (Lot 9)  
Treasurer – L Zhong AKA Patrick (106)

Vote: All in favour

#### **MOTION 3 – First and Substitute Contact**

RESOLVED That the Strata Committee resolves to appoint a member of the Strata Committee to liaise with the strata manager and be the strata scheme's contact point. Further that an alternate member of the Strata Committee be nominated to liaise with the strata manager and be the scheme's substitute contact point as per below:

First Contact - F Tjong (9)  
Substitute Contact – L Zhong AKA Louis (106)

Vote: All in favour

Meeting closed at 6.55pm

Date of this minute: 14th December 2022

Minutes of Strata Committee (SP 63181) meeting held on Tuesday 21 February 2023.

Attendance: Patrick (U9), Louis (U106), Ivan (U47), Fiona (U64), Robert (U65) Hansen (U6), Michael (U92) Building Caretaker Winsen (U4) and Jessie (Strataopt)

Apologies: Nil

Proxy: Nil

Issues discussed:

1. New swipe card system has been implemented from 20 February 2023. Numerous issues have been raised by residents on the new system. Strata committee has voted to have a trial period of three months; finishes on 20 May 2023 for the existing procedures of the new swipe card system.

In the meantime, all enquires and issues are to be directed to our strata manager Jessie on '[jessie@strataopt.com.au](mailto:jessie@strataopt.com.au)'. Strata committee will review all issues raised after that three month trial period.

The secretary is hereby authorising to affix the owners' corporation common seal to this notice on 21 February 2023.

**STRATA SCHEMES MANAGEMENT ACT 2015  
NOTICE OF ANNUAL GENERAL MEETING OF THE OWNERS  
CORPORATION FOR STRATA PLAN 63181**

17th November 2022

**RE: STRATA PLAN 63181**

The Annual General Meeting of the Owners Corporation for **564-576 Railway Parade, Hurstville NSW 2220** to be held as per **the following;**

**Meeting Venue: Common Foyer of 564-576 Railway Parade, Hurstville NSW 2220**

**Meeting Date: Thursday 8th December 2022**

**Time: 6.00pm**

**IF YOU ARE UNABLE TO ATTEND, PLEASE KINDLY COMPLETE THE PROXY FORM AND EMAIL TO: [INFO@STRATAOPT.COM.AU](mailto:INFO@STRATAOPT.COM.AU) 24 HOURS PRIOR TO THE MEETING**

**Notes:**

**1. Call for nominations for members of the strata committee**

The owners corporation calls for nominations for members of the strata committee in accordance with the requirements of the *Strata Schemes Management Act 2015*.  
Relevant provisions of the *Strata Schemes Management Act 2015* and *Strata Schemes Management Regulation 2016* include as follows:

**Clause 5 of Schedule 1 of the *Strata Schemes Management Act 2015*:**

**5 Nomination of candidates for election prior to meeting**

- (1) *The written notice of an annual general meeting is to include a call for nominations for members of the strata committee at least 7 days before the annual general meeting of an owners corporation.*
- (2) *Any owner, or any person entitled to vote at a general meeting of an owners corporation, may nominate a person for election as a member of the strata committee.*
- (3) *The nomination is to be made by written notice given to the secretary of the owners corporation or, in the case of the first annual general meeting, to the convenor of the meeting, that states the name of:*
  - (a) *the person nominated, and*
  - (b) *the person making the nomination and that the person nominated consents to the nomination.*
- (4) *The secretary must include the nomination in the notice of the meeting at which the election is to take place. Notice of any subsequent nomination is to be given by the secretary at the meeting.*
- (5) *A nomination may be made at any time before the election is held and may be made at the meeting.*
- (6) *An owner or a person may make a nomination even if the owner or person cannot vote because the owner is an unfinancial owner.*

**Section 30 of the *Strata Schemes Management Act 2015*:**

**30 Members of strata committee**

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

**Section 31 of the *Strata Schemes Management Act 2015*:**

**31 Persons who are eligible to be appointed or elected to strata committee**

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

## **Section 32 of the Strata Schemes Management Act 2015:**

### **32 Persons who are not eligible to be appointed or elected to strata committee**

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

## **Strata Schemes Management Regulation 2016**

### **9 Election of strata committee**

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

### **2. Priority Votes (Required by clause 8(1)(e) of Schedule 1 of the Strata Schemes Management Act 2015)**

**Priority votes:** A vote by an owner does not count if a priority vote is cast for the lot in relation to the same matter.

A “**priority vote**” is defined in clause 24 of Schedule 1 of the Strata Schemes Management Act 2015. It essentially means an owner’s vote does not count if a vote is cast on the same motion by:

- The mortgagee shown on the strata roll for the lot;
- The covenant charge shown on the strata roll for the lot; or
- In the case of multiple mortgagees or covenant charges, the priority mortgage or charge shown on the strata roll for the lot, but only applies to limited classes of motions, and only if prescribed conditions are met.

### **3. Voting by unfinancial owners, mortgagees or covenant chargees (Required by clause 8(1)(f) of Schedule 2 of the Strata Schemes Management Act 2015)**

An unfinancial owner, mortgagee or covenant chargee cannot vote at a meeting on a motion (other than a motion requiring a unanimous resolution) unless payment has been made before the meeting of all contributions levied on the owner, and any other amounts recoverable from the owner, in relation to the lot.

Clause 23(8) of Schedule 1 of the Strata Schemes Management Act 2015 provides:

### **23(8) Voting rights cannot be exercised if contributions not paid**

*A vote at a general meeting (other than a vote on a motion requiring a unanimous resolution) by an owner of a lot or a person with a priority vote in respect of the lot does not count if the owner of the lot was an unfinancial owner at the date notice of the meeting was given and did not pay the amounts owing before the meeting.*

**Please note:**

- (1) Cheques will be accepted on the basis that they are subject to clearance and on the basis that payment will not be considered made until the cheque clears.
- (2) Votes will not be counted, where there is an arrears, if the relevant owner has provided a cheque for the arrears and the cheque has not cleared prior to the commencement of the meeting.

**4. Voting – (Required by clause 8(1)(g) of Schedule 1 of the Strata Schemes Management Act 2015)**

Voting or other rights may be exercised in person (if the addressee is an individual) or by a company nominee (if the addressee is a corporation), or by a proxy appointed by the addressee.

**Proxy delivery:** The instrument is ineffective unless it contains the date on which it was made and it is given to the secretary of the owners corporation:

- (a) at least 24 hours before the first meeting in relation to which the instrument is to operate (in the case of a large corporation); or
- (b) at or before the first meeting in relation to which the instrument is to operate (in any other case).

**5. Quorum – Clause 17, Schedule 1 – (Required by clause 8(1)(h) of Schedule 1 of the Strata Schemes Management Act 2015)**

**17 Quorum**

**(1) Quorum required for motion or election**

*A motion submitted at a meeting must not be considered, and an election must not be held at a meeting, unless there is a quorum present to consider and vote on the motion or on the election.*

**(2) When quorum exists**

*A quorum is present at a meeting only in the following circumstances:*

- (a) *if not less than one-quarter of the persons entitled to vote on the motion or election are present either personally or by duly appointed proxy,*
  - (b) *if not less than one-quarter of the aggregate unit entitlement of the strata scheme is represented by the persons who are present either personally or by duly appointed proxy and who are entitled to vote on the motion or election,*
  - (c) *if there are 2 persons who are present either personally or by duly appointed proxy and who are entitled to vote on the motion or election, in a case where there is more than one owner in the strata scheme and the quorum otherwise calculated under this subclause would be less than 2 persons.*
- (3) *A person who has voted, or intends to vote, on a motion or at an election at a meeting by a permitted means other than a vote in person is taken to be present for the purposes of determining whether there is a quorum.*

**(4) Procedure if no quorum**

*If no quorum is present within the next half-hour after the relevant motion or business arises for consideration at the meeting, the chairperson must:*

- (a) *adjourn the meeting for at least 7 days, or*
- (b) *declare that the persons present either personally or by duly appointed proxy and who are entitled to vote on the motion or election constitute a quorum for considering that motion or business and any subsequent motion or business at the meeting.*

**(5) Quorum for adjourned meeting**

*If a quorum is not present within the next half-hour after the time fixed for the adjourned meeting, the persons who are present either personally or by duly appointed proxy and who are entitled to vote on the motion or election constitute a quorum for considering that motion or business and any subsequent motion or business at the meeting.*



**NOTICE OF BUSINESS** to be dealt with at the Annual General Meeting of the Owners of SP 96186:

### **AGENDA**

Appointment of Chairperson of the meeting  
Apologies  
Proxies and Powers of Person Present  
Quorum Declaration  
Voting Entitlement and Voting Method  
Motions as per Notice of Business

**The Agenda Motions for the meeting are as follows:**

<b>Motion 1</b> <b>Confirmation of General Meeting Minutes</b>	<b>Ordinary Resolution</b>
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That the minutes of the last general meeting of the owners corporation held on **Tuesday 22nd March 2022** be confirmed as a true and accurate records of the proceedings of that meeting.

**Explanatory note**

*This is a required motion under section 8(1)(a) of Schedule 1 of the Strata Schemes Management Act 2015 to confirm the last general meeting minutes.*

<b>Motion 2</b> <b>Key Financial Information</b>	<b>Ordinary Resolution</b>
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That the attached statements of key financial information for the administrative fund, the capital works fund and any other fund prepared by the owners corporation be adopted.

**Explanatory note**

*The financial statements prepared for the period to 30/09/2022 will need to be confirmed (see copy attached). To save time at the meeting, please direct any enquiries regarding the accounts to your strata manager prior to the meeting.*

<b>Motion 3</b> <b>Financial Audit</b>	<b>Ordinary Resolution</b>
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That an auditor be appointed for the financial year ending **30th September 2023**. Attached is the completed Audit Report for the financial year ending **30th September 2022 for your records**.

**Explanatory note**

*A decision must be made as to the appointment of an auditor. The role of the auditor is to provide an independent professional assessment that the financial records of the Owners Corporation are accurate. For Strata Schemes with 100 lots or more or the budget amount is more than \$250,000.00 the appointment of an auditor is compulsory.*

<b>Motion 4</b> <b>Budget and Levy Contributions</b>	<b>Ordinary Resolution</b>
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That the proposed budget as presented be received and that levies determined under Section 79(1), 79(2) and 81 of the *Strata Schemes Management Act 2015* ("the Act") be **Confirmed / Varied / Extended** for the next financial year.

That the following levy contributions be determined pursuant to section 81 of the Act:

Administration Fund at a rate of	\$ 405,295.00 per annum
Capital Works Fund at a rate of	\$ 77,000.00 per annum

payable quarterly in advance commencing 15th January 2023, and then 1st April 2023, 1st July 2023 and 1st October 2023.

That the first levy for the **15th January 2023** financial year be due and payable to the Administrative Fund and Capital Fund in accordance with the below amount and that these amounts continue to be due and payable on a quarterly basis until resolved at the year 2022 annual general meeting

Administration Fund	\$ 103,323.75 per quarter
Capital Fund	\$ 19,250.30 per quarter

***Explanatory note***

*We enclose copies of our budget for the coming year 2023.*

**Motion 5  
Insurance**

**Ordinary Resolution**

- a) That an insurance valuation be obtained. **Yes / No**
- b) That the Owners Corporation insurances be **confirmed or varied**.
- c) That the Owners Corporation authorise and instruct the strata managing agent to renew the current annual strata building insurance policy.
- d) That the Owners Corporation arrange for fidelity guarantee and office bearers liability insurance covers.

**Explanatory note**

*The Strata Scheme Insurances already in effect are detailed in the enclosed schedule of insurances, these need to be confirmed, varied or extended. We recommend that a professional valuation of the property be renewed annually. It is a small cost to assure that your asset remains adequately insured.*

**Motion 6  
Debt Collection & Payment Plan**

**Ordinary Resolution**

- a. That the Strata Managing Agent is authorized from time to time to take such action as may be necessary or desirable to recover arrears of maintenance contributions and other debts, including penalties, interest, legal and other costs, owing to the Owners Corporation by lot owners, mortgagees in possession and former lot owners and, subject to legislative restrictions but otherwise without limitation, to:
  - i. issue arrears notices, reminder notices and/or letters to seek recovery of levy contributions and the recovery of other debts, including penalties, interest, legal and other costs/expenses;
  - ii. engage or appoint the services of a suitably qualified person; or
  - iii. the services of a Solicitor and Licensee be engaged at scale fees; and iv. commence and prosecute legal proceedings.
- b. That the owners corporation resolve to agree to enter into payment plans generally involving levy in arrears of unpaid contributions/levies or other amounts including interest, legal and other costs/expenses thereon and to delegate to the strata manager and/or the strata committee the ability to enter into, arrange and monitor each such payment plan limited to a period of 12 months or payment plan with any further or subsequent payment plan to be entered into as agreed by the strata committee or owners corporation by resolution.

**Explanatory note** *The owners corporation must determine how they wish to deal with the recovery of outstanding levy arrears. Interest is not chargeable on outstanding levies until after 1 month from the due date and legal action cannot be taken unless 21 days written notice is given of such action in accordance with Section 86 of the Strata Schemes Management Act 2015.*

*Pursuant to Sections 85(5) – 85(7) of the Strata Schemes Management Act 2015 and Regulation 18 and 19 of the Strata Scheme Management Regulations 2016 an Owners Corporation may agree to enter into payment plans generally or in particular cases for the payment of overdue contributions by a resolution passed at a general meeting. This resolution provides the power for the Owners Corporation to enter into such payment plans.*

**Motion 7**  
**Capital Works Fund Plan**

**Ordinary Resolution**

That the Owners Corporation review the Capital Works analysis prepared by BIV Reports.

**Explanatory note**

*Section 80 of the Act requires that all schemes must prepare a 10-year Capital Works Fund Plan and update it every 5 years. This motion is to advise the owners corporation to be aware of the requirement as well as tracking the implementation of the plan.*

**Motion 8**  
**Annual Fire Safety Statement**

**Ordinary Resolution**

That the Owners Corporation authorise and instruct the strata managing agent to obtain annually on behalf of the Owners Corporation an Annual Fire Safety Statement and to arrange maintenance of all fire safety equipment currently installed in the property in accordance with the provisions of Environmental Planning and Assessment Regulation ("EPAR").

**Explanatory note**

*The EPAR imposes an obligation on the owner of a building (i.e. the Owners Corporation) to maintain each essential fire safety measure in the building, to have those measures assessed annually by appropriately qualified persons and to provide the local Council and Fire Commissioner with an annual fire safety statement. Clause 80GB of EPAR 1994 refers: "Each year, the owner of a building to which an essential fire safety measure is applicable must cause the Council to be given an Annual Fire Safety Statement for the building."*

*The local Council imposes significant fines for each week that an Owners Corporation remains in breach of its obligation to provide an annual fire safety statement to the local council and the Fire Commissioner.*

**Motion 9**  
**Nomination and Election of Strata Committee**

**Ordinary Resolution**

That nominations be received for the election of the strata committee members and the owners corporation determine the number of persons to be elected to the strata committee.

**Explanatory note**

*The owners corporation is required to have a strata committee. Under clause 8(1)(b) of Schedule 1 of the Strata Schemes Management Act 2015 a notice for an AGM must include a motion to determine the number of strata committee members and to elect the strata committee.*

**Motion 10**  
**Restricted Matters**

**Ordinary Resolution**

That the owners corporation determine what matters shall be a restricted matter that can only be decided at a general meeting.

**Explanatory note**

*An owners corporation may decide in a general meeting that a particular matter or type of matter can only be decided by the owners corporation in a general meeting. Such a decision effectively removes that matter or class of matters from the decision-making powers of the strata committee.*

**Motion 11**  
**Commissions and Training**

**Ordinary Resolution**

That a report be received from the Strata Managing Agent on commissions and training services received in the past 12 months and estimate of commissions and training services to be received in the next 12 months.

**Explanatory note**

*The strata managing agent under Section 60 of the Strata Schemes Management Act 2015 is required to disclose all commissions or training services provided to the strata managing agent for the strata scheme.*

**Motion 12**  
**Building Manager's Report**

**Ordinary Resolution**

That the owners corporation receive the Building Manager's Report and discuss any items to be considered and actioned.

**Explanatory note**

*The Building manager's report will be outlined verbally at the meeting by the Building Manager himself, therefore there is no report attached to this agenda for review.*

**Motion 13**  
**Strata Hub**

**Ordinary Resolution**

That the owners corporation authorises Strata Opt to submit the required basic information onto the new Strata Hub portal as required by the NSW state government.

**Explanatory Note:**

*This is to comply with the Strata Schemes Management Amendment Information Regulation 2021. The information to be provided will include the Strata Manager's contact details as the representative for the Strata Committee, the office bearers of the Committee and emergency contact particulars for the scheme.*

**Motion 14**  
**Re-Appointment StrataOpt**

**Ordinary Resolution**

That StrataOpt Pty Ltd be reappointed as the strata managing agent of the owners corporation of strata plan 96186 under the terms detailed in the Agreement enclosed with this notice of meeting.

**Explanatory note:**

*StrataOpt will be reappointed as the strata managing agent.*

**Motion 15**  
**Intercom and Fob System Upgrade**

**Ordinary Resolution**

That the Owners – Strata Plan No. 63181 RESOLVES to accept the quotation from Skywalker for the upgrade works to the intercom and fob system in the value of \$27,280.00 including gst. Refer to the attached quotation for full scope and details.

**Explanatory Note:**

*It was suggested that the current intercom and fob system be upgraded for additional security to the building.*

**Motion 16**  
**Special Levy**

**Ordinary Resolution**

***Subsequent to the resolution on the above Motion 15***

That the owners corporation RESOLVES on one of the below funding options:

**16a)** That the owners corporation to raise a special levy in the total amount of \$25,000.00 to fund the intercom and fob system to be paid in 4 monthly instalments commencing with the 1st instalment due and payable 8th December 2022 then 8th January 2023, 8th February 2023 and 8th March 2023

**16b)** That the owners corporation draw funds from the Capital Works Fund in the total amount of \$25,000.00 for the intercom and fob system works

**Motion 17**  
**Consolidated By Laws**

**Ordinary Resolution**

That the owners corporation SPECIALLY RESOLVES to adopt the consolidated by-laws attached in this notice of meeting.

**Explanatory note:**

*That the owners corporation consider these as the building by laws to reference for the day to day management.*

*Date of this notice: 17/11/2022*

**STRATA SCHEMES MANAGEMENT ACT 2015  
NOTICE OF THE STRATA COMMITTEE MEETING OF THE OWNERS  
CORPORATION FOR STRATA PLAN 63181**

17th November 2022

**RE: Strata Plan 63181**

The Strata Committee Meeting of the Owners Corporation for **564-576 Railway Parade, Hurstville NSW 2220** held immediately after **THIS** Annual General Meeting:

**1. MINUTES:**

That the minutes of the last meeting of the Strata Committee held be confirmed as a true and accurate account of the proceedings of that meeting.

***Explanatory Note: - this motion, if passed, confirms the accuracy of the minutes of the last Strata Committee meeting. If the minutes of the last meeting are inaccurate, members of the Strata Committee can move that the minutes be amended.***

**2. APPOINTING OFFICE BEARERS:**

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

***Explanatory Note: - this motion, if carried, appoints a Chairperson, Secretary and Treasurer of the Strata Committee and Owners Corporation.***

**3. FIRST AND SUBSTITUTE CONTACT:**

That the Strata Committee resolves to appoint a member of the Strata Committee to liaise with the strata manager and be the strata scheme's contact point. Further that an alternate member of the Strata Committee be nominated to liaise with the strata manager and be the scheme's substitute contact point.

Date of this Notice: 17th November 2022

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**IMPORTANT INFORMATION TO THIS NOTICE:**

***Your Strata Manager***

The name of your Strata Manager is Sophie Kakakios. Please do not hesitate to contact Sophie by email [sophie@strataopt.com.au](mailto:sophie@strataopt.com.au) if you have any questions or queries regarding this notice.

***Definitions***

Act – Strata Schemes Management Act 2015

Regulations – Strata Schemes Management Regulation 2016

**IMPORTANT INFORMATION ABOUT  
VOTING AT STRATA COMMITTEE MEETINGS**

1. A motion put to a meeting of the strata committee is to be decided according to a majority of the number of the votes cast for and against the motion by the members present (other than any tenant member) or in the manner set out in paragraph 2 below. If there is only one member of the strata committee, the decision of the strata committee is the decision of that member.
2. A motion proposed to be put to a meeting of the strata committee is taken to have been validly passed even if the meeting was not held if:
  - (a) proper notice was given of the meeting, and
  - (b) a copy of the motion was given to each member of the strata committee, and
  - (c) the motion was approved in writing by a majority of the members of the committee (other than the tenant member).
3. A decision of a strata committee has no force or effect if, before the decision is made, notice is given to the secretary of the owners corporation by one or more owners, the sum of whose unit entitlements exceeds one-third of the aggregate unit entitlement, that the making of the decision is opposed by those owners.
4. A member of the strata committee is not entitled to vote on any motion put or proposed to be put to the strata committee if the member was, or was nominated as a member by a member who was, an unfinancial owner of a lot in the strata scheme at the date notice of the meeting was given and the amounts owed by the unfinancial owner were not paid before the meeting

### **IMPORTANT INFORMATION ABOUT ELECTRONIC VOTING BEFORE AND DURING STRATA COMMITTEE MEETINGS**

1. The strata committee may, by resolution, adopt any of the following means of voting on a matter to be determined by the committee:
  - (a) voting by means of teleconference, video-conferencing, email or other electronic means while participating in a meeting from a remote location,
  - (b) voting by means of email or other electronic means before the meeting at which the matter (not being an election) is to be determined by the corporation or committee (pre-meeting electronic voting).
2. The other electronic means of voting may include requiring voters to access a voting website and to vote in accordance with directions contained on that website.
3. If a matter may be determined partly by pre-meeting electronic voting, the notice of the meeting must include a statement that the relevant motion may be amended by a further motion given at the meeting after the pre-meeting electronic voting takes place and that consequently the pre-meeting vote may have no effect.
4. A motion that is to be determined wholly by pre-meeting electronic voting may not be amended at the meeting for which the pre-meeting electronic voting is conducted.
5. A motion that is to be determined partly by pre-meeting electronic voting must not be amended at the meeting for which the pre-meeting electronic voting is conducted if the effect of the amendment is to change the subject matter of the original motion.
6. If a motion that is to be determined wholly or partly by pre-meeting electronic voting is amended at the meeting for which the pre-meeting electronic voting is conducted, the minutes of the meeting distributed to owners must be accompanied by notice of the change.

### **IMPORTANT INFORMATION ABOUT A QUORUM FOR STRATA COMMITTEE MEETINGS**

1. A motion submitted at a meeting of a strata committee must not be considered unless there is a quorum present to consider and vote on the motion.
2. A quorum is present at a meeting only in the following circumstances:
  - (a) in the case of a strata committee which has only one member, if the member is present,
  - (b) in any other case, if not less than one-half of the persons entitled to vote on the motion are present.
3. A person who has voted, or intends to vote, on a motion or at an election at a meeting by a permitted means other than a vote in person is taken to be present for the purposes of determining whether there is a quorum.
4. The quorum for meetings of a strata committee is to be calculated on the basis of the number of members last determined by the owners corporation for the committee.



**IMPORTANT INFORMATION ABOUT FILLING A VACANCY  
IN THE OFFICE OF A MEMBER OF THE STRATA COMMITTEE**

The strata committee may appoint a person eligible for election as a member to fill a vacancy in the office of a member of the strata committee, other than a vacancy arising as a result of the election of a new strata committee at a general meeting or a vacancy in the office of an officer of the owners corporation. Any person so appointed holds office, subject to the strata legislation, for the balance of his or her predecessor's term of office.

## VOTING PAPER

**OWNERS, MORTGAGEES, COVENANT CHARGEES, PROXY HOLDERS, COMPANY NOMINEES** please record your vote on the following slip by selecting your vote in the box to indicate whether you approve or disapprove each of the motions.

Meeting of **SP 63181** to be held on **Thursday 8th December 2022 at 6.00pm.**

Once completed, you must return a copy of this voting paper to the following.

**Email: [info@strataopt.com.au](mailto:info@strataopt.com.au)**

Pursuant to Regulation 15, of the *Strata Schemes Management Regulation 2016 (NSW)*, for your vote to be deemed valid, you must complete the voting paper in accordance with the below simple steps:

- a) You must clearly indicate whether you are voting in favour, against or are abstaining by place a circle around on the voting options.
- b) You must indicate on the ballot paper, the “capacity” in which you are voting, i.e., as lot owner, first mortgagee, covenant charge of the lot, as a company nominee or as a proxy.
- c) If you are voting as a proxy, please name the person who gave the proxy and the capacity in which it was given – there is a space provided on this ballot paper for you to complete the details; and,
- d) Sign this voting paper. Once completed, the voting paper **MUST** be returned to the Secretary or Strata Manager **via email or Postage** by no later than 24 hours prior to the commencement time of the meeting.

### Voting Paper:

AGENDA ITEM AND MOTION NUMBER	RECORD YOUR VOTE BY PLACING A <u>CIRCLE</u> AROUND YOUR CHOICE		
Motion 1: Confirmation of General Meeting Minutes	In favour	Against	Abstain
Motion 2: Key Financial Information	In favour	Against	Abstain
Motion 3: Financial Audit	In favour	Against	Abstain
Motion 4: Budget and Levy Contributions	In favour	Against	Abstain
Motion 5: Insurance	In favour	Against	Abstain
Motion 6: Debt Collection & Payment Plan	In favour	Against	Abstain
Motion 7: Capital Works Fund Plan	In favour	Against	Abstain
Motion 8: Annual Fire Safety Statement	In favour	Against	Abstain
Motion 9: Nomination and Election of Strata Committee	In favour	Against	Abstain
Motion 10: Restricted Matters	In favour	Against	Abstain
Motion 11: Commissions and Training Services	In favour	Against	Abstain
Motion 12: Building Manager’s Report	In favour	Against	Abstain
Motion 13: Strata Hub	In favour	Against	Abstain

<b>Motion 14: Re-Appointment StrataOpt</b>	<b>In favour</b>	<b>Against</b>	<b>Abstain</b>
<b>Motion 15: Intercom and Fob System Upgrade</b>	<b>In favour</b>	<b>Against</b>	<b>Abstain</b>
<b>Motion 16: Special Levy - Options - a) or b)</b>	<b>In favour</b>	<b>Against</b>	<b>Abstain</b>
<b>Motion 17: Consolidated By Laws</b>	<b>In favour</b>	<b>Against</b>	<b>Abstain</b>

**REQUIRED:**

Please provide the following details:

**VOTING CAPACITY (Circle One):** Owner / Company Nominee / Proxy / Mortgagee / Covenant Charge.

**If by Proxy:**

(A) Name of person who gave proxy:

(B) Capacity of the person giving the proxy (Circle one of the following):

Owner / Company Nominee / Proxy / Mortgagee / Covenant Charge.

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Signature of Person  
completing this ballot

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Name (Print in Capitals)

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Lot #

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Date

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**Please Note:**

1. The Act does not permit the election of the strata committee by pre-meeting electronic voting.
2. In the event that persons eligible to vote attend the meeting and amend any of the motions on the agenda, a pre-meeting vote on an amended motion will have no effect.

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**THIS VOTING PAPER MUST REACH THE STRATA MANAGER BY MEANS OF EMAIL ONLY**  
**([INFO@STRATAOPT.COM.AU](mailto:INFO@STRATAOPT.COM.AU)) AT LEAST 24 HOURS PRIOR TO THE COMMENCEMENT OF THE**  
**MEETING**

***STRATA SCHEMES MANAGEMENT ACT 2015  
MINUTES OF EXTRAORDINARY GENERAL MEETING OF THE  
OWNERS CORPORATION FOR STRATA PLAN 63181***

The minutes of the Extraordinary General Meeting of the Owners Corporation **SP 63181 – 564-576 Railway Parade, Hurstville NSW 2220** held on **Tuesday 22<sup>nd</sup> March 2022 at 6:00PM** are noted:-

**Present:** Lots 4, 9, 11, 14, 18, 22, 31, 39, 57, 60, 61, 63, 65, 72, 75, 81, 85, 87, 92, 93,  
105 and 106

**Corporate  
Authorisation:** Nil

**Proxy:** Lot 36 in favour of lot 9, lot 47 in favour of 106 and lot 109 in favour of Jessie  
Lu

**Apologies:** Nil

**In Attendance:** Jessie Lu from Strataopt

**Chairperson:** Jessie Lu from Strataopt

**Declaration from the Chairperson:**

Pursuant to Clause 17 (4) (b) of Schedule 1 to the Act, that those present either personally or by duly appointed proxy and who are entitled to vote on the motion would constitute a quorum for the purposes of considering the outstanding motions or business of the meeting. The majority of those present at the meeting supported this declaration by the Chairperson.

**Motion 1**  
**Confirmation of General Meeting Minutes**

**Ordinary Resolution**

That the minutes of the last general meeting of the owners corporation held 24<sup>th</sup> November 2021 be confirmed as a true and accurate record of the proceedings of that meeting.

Vote: All in favour

**Motion 2**  
**Special By-laws**

**Special Resolution**

That the owners corporation **SPECIALLY RESOLVES** to adopt the special by-laws attached in this notice of meeting.

- Special By Law – Absolution of Maintenance – Lot Fixtures & Fittings
- Special By Law – Compensation to Owners Corporation
- Special By Law – Recovery of Costs
- Special By Law – Relocation – PARKING & TOW-AWAY

Vote: All in favour

**Motion 3**  
**Building Manager and Cleaner**

**Ordinary Resolution**

That the owners corporation will consider the quotation provided by LNL Building Management Group and determine whether they would like to proceed with their services.

Vote: All in favour for LNL BM Group providing cleaning service only. Not in favour of LNL BM Group providing building management services.

**Motion 4**  
**Other Matters – General Discussion**

**Ordinary Resolution**

That the owners corporation consider the following matters:

- The issue regarding the lift upgrade. **NOTED**
- Account internal transfer of \$80k from the Capital Work Fund to the Administrative Fund. **NOTED**
- Owners who had conducted the installation of air conditioning systems which is against our by-laws due to lack of power supply in our building. NSW Civil and Administrative Tribunal will be engaged if no action is taken from such units' owners  
**Unit 22 has agreed to remove their air-conditioning unit, unit 85 wants to proceed with bringing the matter to the NSW Civil and Administrative Tribunal**
- Annual Fire Safety Statement Update.  
**Owners have agreed to provide access to their units to get repairs done in order to finalise the AFSS.**

Meeting closed at 7:39 PM

Date of this minute: 22 March 2022

## **INDEPENDENT AUDITORS REPORT**

TO THE OWNERS OF STRATA PLAN NO. **63181**

Highcrest, 564-576 Railway Parade HURSTVILLE NSW 2220

### **SCOPE**

I have audited the special purpose financial statements being a special purpose financial report of STRATA PLAN NO. **63181** for the financial year ended **30 September 2022**. The Managing Agents are responsible for the preparation and presentation of the financial report and the information it contains and have determined that the accounting policies used are consistent with the financial reporting requirements of the scheme and are appropriate to meet the needs of the owners. I have conducted an independent audit of this financial report in order to express an opinion on it to the owners of **STRATA PLAN NO. 63181**. No opinion is expressed as to whether the accounting policies used are appropriate to the needs of the owners.

The financial report has been prepared for distribution to the owners for the purpose of fulfilling the requirements of the Strata Schemes Management Act 2015. I disclaim any assumption of responsibility for any reliance on this report or on the financial report to which it relates to any person other than the owners or for any purpose other than that for which it is prepared.

My audit has been conducted in accordance with Australian Auditing Standards applicable to the audit of special purpose financial reports.

My procedures included examination, on a test basis, of evidence supporting the amounts and other disclosures in the financial report and the evaluation of accounting policies and significant accounting estimates. These procedures have been undertaken to form an opinion as to whether, in all material respects, the financial report is presented fairly in accordance with the accounting policies detailed in Notes 1 and 2 to the financial report. These policies do not require the application of all Accounting Standards and UIG consensus views.

The Audit opinion expressed in this report has been formed on the above basis.

## AUDIT OPINION

In my opinion, the financial report presents fairly in accordance with accounting policies described in Notes 1 and 2 to the financial report, the financial position of **STRATA PLAN NO. 63181** as at **30 September 2022** and the results of its operations and cash flows for the year then ended in accordance with the provisions of the Strata Schemes Management Act 2015.



-----  
Abdul Hannan  
B.Bus (UTS), Accountant & Registered Tax Agent  
Member of National Institute of Accountants  
Fellow of National Tax & Accountants' Association  
HANNAN ACCOUNTING AND TAX ATION SERVICES  
Dated at Sydney this 10<sup>th</sup> day of November, 2022

## **NOTES TO AND FORMING PART OF THE ACCOUNTS STRATA PLAN NO.63181**

### **NOTE 1: BASIS OF ACCOUNTING**

This is not a general purpose financial report. It is a special purpose report prepared for the Owners of the scheme to enable compliance with the requirements of the Strata Schemes Management Act 2015 to prepare financial statements. As the Schemes is not a Reporting Entity, there is no requirement to prepare accounts in accordance with the statements of accounting concepts, applicable Australian Accounting Standards and other mandatory professional reporting requirements (Urgent Issues Group Consensus Views). Accordingly, no such concepts, Standards or UIG Consensus Views have been applied, except as otherwise stated.

The accounts have been prepared in accordance with conventional historical costs principles, together with the basic concepts of a going concern. The accounts have not been adjusted for changes in the general purchasing power of the dollar and for changes in the price of specific assets. They report on historical facts and do not contain an assessment of operational issues such as the adequacy of the capital works fund.

### **NOTE 2: ACCOUNTING FOR INCOME AND EXPENSES**

The accrual basis of accounting is applied to all levies due and payable. Any other income and all expenditure are accounted for on a cash basis and are brought to account when the income is received or the expense paid, except where otherwise stated.

### **NOTE 3: LEVIES IN ARREARS/ADVANCE**

The item(s) shown as levies in Arrears/Advance in the Balance Sheet represents the position of all levies in arrears or advance at the balance date plus any other charges incurred during these period. Individual balances are as per the proprietors' status report.



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**Balance Sheet - S/Plan SP63181**  
**564-576 RAILWAY PDE, HURSTVILLE, NSW 2220**  
For the Financial Period 01/10/2021 to 30/09/2022

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	Administrative	Capital Works	TOTAL THIS YEAR
<b>Assets</b>			
Cash At Bank SP63181 <i>Macquarie Bank BSB: 182-222 Acc No: 287310015</i>	\$39,123.79	\$149,801.62	\$188,925.41
Accounts Receivable	\$702.58	\$5.59	\$708.17
GST Paid	\$13,697.24	\$8,887.30	\$22,584.54
GST Unpaid	\$(454.24)	\$0.00	\$(454.24)
Levies Receivable	\$5,840.22	\$1,312.88	\$7,153.10
Prepaid Expenses	\$41,458.44	\$0.00	\$41,458.44
<b>Total Assets</b>	<b>\$100,368.03</b>	<b>\$160,007.39</b>	<b>\$260,375.42</b>
<b>Liabilities</b>			
Accounts Payable	\$(4,996.56)	\$0.00	\$(4,996.56)
GST Clearing	\$0.00	\$1,286.17	\$1,286.17
GST Clearing	\$(4,858.62)	\$0.00	\$(4,858.62)
GST Collected	\$29,122.09	\$6,575.15	\$35,697.24
GST Uncollected	\$(5,176.13)	\$(1,324.25)	\$(6,500.38)
Paid in Advance	\$61,959.68	\$13,590.22	\$75,549.90
<b>Total Liabilities</b>	<b>\$76,050.46</b>	<b>\$20,127.29</b>	<b>\$96,177.75</b>
<b>Net Assets</b>	<b>\$24,317.57</b>	<b>\$139,880.10</b>	<b>\$164,197.67</b>
<b>Owners Funds</b>			
Opening Balance	\$21,534.09	\$133,323.01	\$154,857.10
Net Income For The Period	\$2,783.48	\$6,557.09	\$9,340.57
<b>Total Owners Funds</b>	<b>\$24,317.57</b>	<b>\$139,880.10</b>	<b>\$164,197.67</b>

**Income and Expenditure Statement - S/Plan SP63181****564-576 RAILWAY PDE, HURSTVILLE, NSW 2220**

For the Financial Period 01/10/2021 to 30/09/2022

**Administrative Fund**

	<b>TOTAL THIS YEAR</b>	<b>This Year Budget</b>
<b>Income</b>		
Interest on Overdues	\$34.83	\$0.00
Key Deposits	\$727.28	\$0.00
Levy Income	\$311,447.40	\$311,400.00
Rent Income	\$354.55	\$0.00
<b>Total Administrative Fund Income</b>	<b>\$312,564.06</b>	<b>\$311,400.00</b>
<b>Expenses</b>		
Accountant - BAS/IAS fees	\$240.00	\$0.00
Administration Costs	\$5,087.99	\$2,885.00
Bank Charges	\$304.35	\$0.00
Building Management	\$4,166.60	\$0.00
Cleaning	\$59,969.64	\$68,000.00
Electricity	\$55,028.29	\$48,000.00
Fire Protection - General Repair	\$7,931.26	\$0.00
Insurance	\$46,019.84	\$45,640.00
Legal Fee	\$2,000.00	\$0.00
Lift - Telephone Charges	\$479.41	\$0.00
Lift Maintenance	\$7,052.01	\$16,160.00
Management Fee	\$18,615.94	\$15,400.00
Repairs - Electrical	\$2,159.98	\$5,000.00
Repairs - Minor Maintenance	\$5,702.76	\$22,915.00
Repairs - Plumbing Service	\$9,539.59	\$10,000.00
Water Rate	\$85,482.92	\$77,400.00
<b>Total Administrative Fund Expenses</b>	<b>\$309,780.58</b>	<b>\$311,400.00</b>
<b>Administrative Fund Surplus/Deficit</b>	<b>\$2,783.48</b>	<b>\$0.00</b>

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**Income and Expenditure Statement - S/Plan SP63181****564-576 RAILWAY PDE, HURSTVILLE, NSW 2220**For the Financial Period 01/10/2021 to 30/09/2022

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**Capital Works Fund**

	<b>TOTAL THIS YEAR</b>	<b>This Year Budget</b>
<b>Income</b>		
Interest on Overdues	\$22.38	\$0.00
Levy Income	\$70,050.04	\$70,000.00
Special Levy Income	\$32,766.35	\$0.00
<b>Total Capital Works Fund Income</b>	<b>\$102,838.77</b>	<b>\$70,000.00</b>
<b>Expenses</b>		
Future Capital Works	\$84,392.40	\$70,000.00
Minor Building Maintenance	\$11,683.28	\$0.00
PayG	\$206.00	\$0.00
<b>Total Capital Works Fund Expenses</b>	<b>\$96,281.68</b>	<b>\$70,000.00</b>
<b>Capital Works Fund Surplus/Deficit</b>	<b>\$6,557.09</b>	<b>\$0.00</b>

**Strataopt Pty Ltd**  
**Proposed Budget for Strata Plan SP63181**

**564-576 Railway Pde HURSTVILLE**

**Prepared by Strataopt Pty Ltd (ABN 37 626 095 118)**

PO Box A7 SYDNEY SOUTH NSW 1235 Ph 02 9283 3891 Fax 02 9283 3891

**Administrative Fund**

	<b>Proposed Budget</b> (01/01/2023-31/12/2023)	<b>Current Actual</b> (01/01/2022-31/12/2022)	<b>Current Budget</b> (01/01/2022-31/12/2022)
<b>Expense</b>			
Accountant - BAS/IAS fees	\$500.00	\$240.00	\$0.00
Administration Costs	\$2,000.00	\$5,087.99	\$2,885.00
Audit Fees	\$1,000.00	\$0.00	\$0.00
Bank Charges	\$350.00	\$304.35	\$0.00
Building Management	\$25,000.00	\$4,166.60	\$0.00
Cleaning	\$60,000.00	\$59,969.64	\$68,000.00
Electricity	\$60,000.00	\$55,028.29	\$48,000.00
Fire Protection - General Repair	\$8,500.00	\$7,931.26	\$0.00
Insurance	\$55,000.00	\$46,091.84	\$45,640.00
Legal Fee	\$0.00	\$2,000.00	\$0.00
Lift - Telephone Charges	\$600.00	\$479.41	\$0.00
Lift Maintenance	\$13,000.00	\$7,052.01	\$16,160.00
Management Fee	\$20,000.00	\$18,615.94	\$15,400.00
Repairs - Electrical	\$2,000.00	\$2,159.98	\$5,000.00
Repairs - Garage Door	\$2,500.00	\$0.00	\$0.00
Repairs - Minor Maintenance	\$10,000.00	\$5,702.76	\$22,915.00
Repairs - Plumbing Service	\$10,000.00	\$9,539.59	\$10,000.00
Water Rate	\$98,000.00	\$85,482.92	\$77,400.00
<b>TOTAL ADMIN FUND</b>	<b>\$368,450.00</b>	<b>\$309,780.58</b>	<b>\$311,400.00</b>
<b>ADD: ADMIN GST</b>	<b>\$36,845.00</b>		<b>\$31,140.00</b>
<b>TOTAL ADMIN BUDGET</b>	<b>\$405,295.00</b>		<b>\$342,540.00</b>

**Strataopt Pty Ltd**  
**Proposed Budget for Strata Plan SP63181**

**564-576 Railway Pde HURSTVILLE**

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**Capital Works Fund**

<b>Proposed Budget</b> <b>(01/01/2023-31/12/2023)</b>	<b>Current Actual</b> <b>(01/01/2022-31/12/2022)</b>	<b>Current Budget</b> <b>(01/01/2022-31/12/2022)</b>
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**Expense**

Future Capital Works	\$70,000.00	\$84,392.40	\$70,000.00
Minor Building Maintenance	\$0.00	\$11,683.28	\$0.00
PayG	\$0.00	\$206.00	\$0.00

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<b>TOTAL CAP. WORKS FUND</b>	<b>\$70,000.00</b>	<b>\$96,281.68</b>	<b>\$70,000.00</b>
<b>ADD: CAP. WORKS GST</b>	<b>\$7,000.00</b>		<b>\$7,000.00</b>
<b>TOTAL CAP. WORKS BUDGET</b>	<b>\$77,000.00</b>		<b>\$77,000.00</b>

**Strataopt Pty Ltd**  
**Proposed Budget for Strata Plan SP63181**

**564-576 Railway Pde HURSTVILLE**

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**Budget Summary (01/01/2023-31/12/2023)**

	Proposed	1st Instalment 15/01/2023	2nd Instalment 01/04/2023	3rd Instalment 01/07/2023	4th Instalment 01/10/2023	TOTAL (01/01/2023-31/12/2023)
Administrative Fund	\$405,295.00	\$101,323.75	\$101,323.75	\$101,323.75	\$101,323.75	\$405,295.00
Capital Works Fund	\$77,000.00	\$19,250.30	\$19,250.30	\$19,250.30	\$19,250.30	\$77,001.20
Contribution Schedule Total	\$482,295.00	\$120,574.05	\$120,574.05	\$120,574.05	\$120,574.05	\$482,296.20
<b>Amount to Collect</b>	<b>\$482,295.00</b>	<b>\$120,574.05</b>	<b>\$120,574.05</b>	<b>\$120,574.05</b>	<b>\$120,574.05</b>	<b>\$482,296.20</b>

Disclaimer: There may be differences in calculated instalment amounts due to rounding to nearest \$0.05

**Strataopt Pty Ltd**  
**Proposed Budget for Strata Plan SP63181**

**564-576 Railway Pde HURSTVILLE**

Prepared by Strataopt Pty Ltd (ABN 37 626 095 118)  
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## Levy Adjustment Summary (01/01/2023-31/12/2023)

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### Contribution Schedule

### Aggregate Units of Entitlement (UOE) - 10000

Due Date	Levy Period	Admin	Cap. Works	Total
15/01/2023	01/01/2023 - 31/03/2023	\$10.13	\$1.93	\$12.06
01/04/2023	01/04/2023 - 30/06/2023	\$10.13	\$1.93	\$12.06
01/07/2023	01/07/2023 - 30/09/2023	\$10.13	\$1.93	\$12.06
01/10/2023	01/10/2023 - 31/12/2023	\$10.13	\$1.93	\$12.06
<b>Financial Year Total per Units of Entitlement</b>		<b>\$40.53</b>	<b>\$7.70</b>	<b>\$48.23</b>
<b>Financial Year Aggregate</b>		<b>\$405,295.00</b>	<b>\$77,001.20</b>	<b>\$482,296.20</b>
<b>Proposed Budget Amount</b>		<b>\$405,295.00</b>	<b>\$77,000.00</b>	<b>\$482,295.00</b>
<b>Next Year Pre Issue Aggregate</b>		<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

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**Strataopt Pty Ltd**  
**Proposed Budget for Strata Plan SP63181**

**564-576 Railway Pde HURSTVILLE**

Prepared by Strataopt Pty Ltd (ABN 37 626 095 118)  
 PO Box A7 SYDNEY SOUTH NSW 1235 Ph 02 9283 3891 Fax 02 9283 3891

**Owner Summary (01/01/2023-31/12/2023) - Contribution Schedule**

UOE	Lot(s)		1st Instalment 15/01/2023	2nd Instalment 01/04/2023	3rd Instalment 01/07/2023	4th Instalment 01/10/2023	TOTAL (01/01/2023-31/12/2023)
93	1, 8, 10, 79, 81, 82, 87						
		Admin	\$942.32	\$942.32	\$942.32	\$942.32	\$3,769.28
		Capital Works	\$179.03	\$179.03	\$179.03	\$179.03	\$716.12
		<b>Owner Total</b>	<b>\$1,121.35</b>	<b>\$1,121.35</b>	<b>\$1,121.35</b>	<b>\$1,121.35</b>	<b>\$4,485.40</b>
81	2, 5, 23, 25, 27, 31, 34						
		Admin	\$820.72	\$820.72	\$820.72	\$820.72	\$3,282.88
		Capital Works	\$155.93	\$155.93	\$155.93	\$155.93	\$623.72
		<b>Owner Total</b>	<b>\$976.65</b>	<b>\$976.65</b>	<b>\$976.65</b>	<b>\$976.65</b>	<b>\$3,906.60</b>
94	3, 18, 22, 24, 42, 89, 90						
		Admin	\$952.45	\$952.45	\$952.45	\$952.45	\$3,809.80
		Capital Works	\$180.95	\$180.95	\$180.95	\$180.95	\$723.80
		<b>Owner Total</b>	<b>\$1,133.40</b>	<b>\$1,133.40</b>	<b>\$1,133.40</b>	<b>\$1,133.40</b>	<b>\$4,533.60</b>
61	4, 35						
		Admin	\$618.07	\$618.07	\$618.07	\$618.07	\$2,472.28
		Capital Works	\$117.43	\$117.43	\$117.43	\$117.43	\$469.72
		<b>Owner Total</b>	<b>\$735.50</b>	<b>\$735.50</b>	<b>\$735.50</b>	<b>\$735.50</b>	<b>\$2,942.00</b>
79	6, 9, 19, 20						
		Admin	\$800.47	\$800.47	\$800.47	\$800.47	\$3,201.88
		Capital Works	\$152.08	\$152.08	\$152.08	\$152.08	\$608.32
		<b>Owner Total</b>	<b>\$952.55</b>	<b>\$952.55</b>	<b>\$952.55</b>	<b>\$952.55</b>	<b>\$3,810.20</b>
92	7						
		Admin	\$932.20	\$932.20	\$932.20	\$932.20	\$3,728.80
		Capital Works	\$177.10	\$177.10	\$177.10	\$177.10	\$708.40
		<b>Owner Total</b>	<b>\$1,109.30</b>	<b>\$1,109.30</b>	<b>\$1,109.30</b>	<b>\$1,109.30</b>	<b>\$4,437.20</b>

Disclaimer: There may be differences in calculated instalment amounts due to rounding to nearest \$0.05



**Strataopt Pty Ltd**  
**Proposed Budget for Strata Plan SP63181**

**564-576 Railway Pde HURSTVILLE**

Prepared by Strataopt Pty Ltd (ABN 37 626 095 118)  
 PO Box A7 SYDNEY SOUTH NSW 1235 Ph 02 9283 3891 Fax 02 9283 3891

**Owner Summary (01/01/2023-31/12/2023) - Contribution Schedule**

UOE	Lot(s)		1st Instalment 15/01/2023	2nd Instalment 01/04/2023	3rd Instalment 01/07/2023	4th Instalment 01/10/2023	TOTAL (01/01/2023-31/12/2023)
78	11, 13, 16						
		Admin	\$790.35	\$790.35	\$790.35	\$790.35	\$3,161.40
		Capital Works	\$150.15	\$150.15	\$150.15	\$150.15	\$600.60
		<b>Owner Total</b>	<b>\$940.50</b>	<b>\$940.50</b>	<b>\$940.50</b>	<b>\$940.50</b>	<b>\$3,762.00</b>
77	12, 17						
		Admin	\$780.17	\$780.17	\$780.17	\$780.17	\$3,120.68
		Capital Works	\$148.23	\$148.23	\$148.23	\$148.23	\$592.92
		<b>Owner Total</b>	<b>\$928.40</b>	<b>\$928.40</b>	<b>\$928.40</b>	<b>\$928.40</b>	<b>\$3,713.60</b>
55	14						
		Admin	\$557.27	\$557.27	\$557.27	\$557.27	\$2,229.08
		Capital Works	\$105.88	\$105.88	\$105.88	\$105.88	\$423.52
		<b>Owner Total</b>	<b>\$663.15</b>	<b>\$663.15</b>	<b>\$663.15</b>	<b>\$663.15</b>	<b>\$2,652.60</b>
56	15						
		Admin	\$567.40	\$567.40	\$567.40	\$567.40	\$2,269.60
		Capital Works	\$107.80	\$107.80	\$107.80	\$107.80	\$431.20
		<b>Owner Total</b>	<b>\$675.20</b>	<b>\$675.20</b>	<b>\$675.20</b>	<b>\$675.20</b>	<b>\$2,700.80</b>
60	21, 57						
		Admin	\$607.95	\$607.95	\$607.95	\$607.95	\$2,431.80
		Capital Works	\$115.50	\$115.50	\$115.50	\$115.50	\$462.00
		<b>Owner Total</b>	<b>\$723.45</b>	<b>\$723.45</b>	<b>\$723.45</b>	<b>\$723.45</b>	<b>\$2,893.80</b>
80	26, 33						
		Admin	\$810.60	\$810.60	\$810.60	\$810.60	\$3,242.40
		Capital Works	\$154.00	\$154.00	\$154.00	\$154.00	\$616.00
		<b>Owner Total</b>	<b>\$964.60</b>	<b>\$964.60</b>	<b>\$964.60</b>	<b>\$964.60</b>	<b>\$3,858.40</b>

Disclaimer: There may be differences in calculated instalment amounts due to rounding to nearest \$0.05

**Strataopt Pty Ltd**  
**Proposed Budget for Strata Plan SP63181**

**564-576 Railway Pde HURSTVILLE**

Prepared by Strataopt Pty Ltd (ABN 37 626 095 118)  
 PO Box A7 SYDNEY SOUTH NSW 1235 Ph 02 9283 3891 Fax 02 9283 3891

**Owner Summary (01/01/2023-31/12/2023) - Contribution Schedule**

UOE	Lot(s)		1st Instalment 15/01/2023	2nd Instalment 01/04/2023	3rd Instalment 01/07/2023	4th Instalment 01/10/2023	TOTAL (01/01/2023-31/12/2023)
91	28, 72						
		Admin	\$922.07	\$922.07	\$922.07	\$922.07	\$3,688.28
		Capital Works	\$175.18	\$175.18	\$175.18	\$175.18	\$700.72
		<b>Owner Total</b>	<b>\$1,097.25</b>	<b>\$1,097.25</b>	<b>\$1,097.25</b>	<b>\$1,097.25</b>	<b>\$4,389.00</b>
57	29						
		Admin	\$577.57	\$577.57	\$577.57	\$577.57	\$2,310.28
		Capital Works	\$109.73	\$109.73	\$109.73	\$109.73	\$438.92
		<b>Owner Total</b>	<b>\$687.30</b>	<b>\$687.30</b>	<b>\$687.30</b>	<b>\$687.30</b>	<b>\$2,749.20</b>
82	30						
		Admin	\$830.85	\$830.85	\$830.85	\$830.85	\$3,323.40
		Capital Works	\$157.85	\$157.85	\$157.85	\$157.85	\$631.40
		<b>Owner Total</b>	<b>\$988.70</b>	<b>\$988.70</b>	<b>\$988.70</b>	<b>\$988.70</b>	<b>\$3,954.80</b>
95	32, 83, 86						
		Admin	\$962.57	\$962.57	\$962.57	\$962.57	\$3,850.28
		Capital Works	\$182.88	\$182.88	\$182.88	\$182.88	\$731.52
		<b>Owner Total</b>	<b>\$1,145.45</b>	<b>\$1,145.45</b>	<b>\$1,145.45</b>	<b>\$1,145.45</b>	<b>\$4,581.80</b>
96	36						
		Admin	\$972.70	\$972.70	\$972.70	\$972.70	\$3,890.80
		Capital Works	\$184.80	\$184.80	\$184.80	\$184.80	\$739.20
		<b>Owner Total</b>	<b>\$1,157.50</b>	<b>\$1,157.50</b>	<b>\$1,157.50</b>	<b>\$1,157.50</b>	<b>\$4,630.00</b>
84	37, 39, 41, 45, 48						
		Admin	\$851.10	\$851.10	\$851.10	\$851.10	\$3,404.40
		Capital Works	\$161.70	\$161.70	\$161.70	\$161.70	\$646.80
		<b>Owner Total</b>	<b>\$1,012.80</b>	<b>\$1,012.80</b>	<b>\$1,012.80</b>	<b>\$1,012.80</b>	<b>\$4,051.20</b>

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**Strataopt Pty Ltd**  
**Proposed Budget for Strata Plan SP63181**

**564-576 Railway Pde HURSTVILLE**

Prepared by Strataopt Pty Ltd (ABN 37 626 095 118)  
 PO Box A7 SYDNEY SOUTH NSW 1235 Ph 02 9283 3891 Fax 02 9283 3891

**Owner Summary (01/01/2023-31/12/2023) - Contribution Schedule**

UOE	Lot(s)		1st Instalment 15/01/2023	2nd Instalment 01/04/2023	3rd Instalment 01/07/2023	4th Instalment 01/10/2023	TOTAL (01/01/2023-31/12/2023)
97	38, 56, 93, 108						
		Admin	\$982.82	\$982.82	\$982.82	\$982.82	\$3,931.28
		Capital Works	\$186.73	\$186.73	\$186.73	\$186.73	\$746.92
		<b>Owner Total</b>	<b>\$1,169.55</b>	<b>\$1,169.55</b>	<b>\$1,169.55</b>	<b>\$1,169.55</b>	<b>\$4,678.20</b>
83	40, 47						
		Admin	\$840.97	\$840.97	\$840.97	\$840.97	\$3,363.88
		Capital Works	\$159.78	\$159.78	\$159.78	\$159.78	\$639.12
		<b>Owner Total</b>	<b>\$1,000.75</b>	<b>\$1,000.75</b>	<b>\$1,000.75</b>	<b>\$1,000.75</b>	<b>\$4,003.00</b>
58	43						
		Admin	\$587.70	\$587.70	\$587.70	\$587.70	\$2,350.80
		Capital Works	\$111.65	\$111.65	\$111.65	\$111.65	\$446.60
		<b>Owner Total</b>	<b>\$699.35</b>	<b>\$699.35</b>	<b>\$699.35</b>	<b>\$699.35</b>	<b>\$2,797.40</b>
85	44						
		Admin	\$861.27	\$861.27	\$861.27	\$861.27	\$3,445.08
		Capital Works	\$163.63	\$163.63	\$163.63	\$163.63	\$654.52
		<b>Owner Total</b>	<b>\$1,024.90</b>	<b>\$1,024.90</b>	<b>\$1,024.90</b>	<b>\$1,024.90</b>	<b>\$4,099.60</b>
99	46, 50, 52						
		Admin	\$1,003.12	\$1,003.12	\$1,003.12	\$1,003.12	\$4,012.48
		Capital Works	\$190.58	\$190.58	\$190.58	\$190.58	\$762.32
		<b>Owner Total</b>	<b>\$1,193.70</b>	<b>\$1,193.70</b>	<b>\$1,193.70</b>	<b>\$1,193.70</b>	<b>\$4,774.80</b>
62	49, 71						
		Admin	\$628.20	\$628.20	\$628.20	\$628.20	\$2,512.80
		Capital Works	\$119.35	\$119.35	\$119.35	\$119.35	\$477.40
		<b>Owner Total</b>	<b>\$747.55</b>	<b>\$747.55</b>	<b>\$747.55</b>	<b>\$747.55</b>	<b>\$2,990.20</b>

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**564-576 Railway Pde HURSTVILLE**

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**Owner Summary (01/01/2023-31/12/2023) - Contribution Schedule**

UOE	Lot(s)		1st Instalment 15/01/2023	2nd Instalment 01/04/2023	3rd Instalment 01/07/2023	4th Instalment 01/10/2023	TOTAL (01/01/2023-31/12/2023)
87	51, 53, 54, 55, 59, 61, 62						
		Admin	\$881.52	\$881.52	\$881.52	\$881.52	\$3,526.08
		Capital Works	\$167.48	\$167.48	\$167.48	\$167.48	\$669.92
		<b>Owner Total</b>	<b>\$1,049.00</b>	<b>\$1,049.00</b>	<b>\$1,049.00</b>	<b>\$1,049.00</b>	<b>\$4,196.00</b>
88	58						
		Admin	\$891.65	\$891.65	\$891.65	\$891.65	\$3,566.60
		Capital Works	\$169.40	\$169.40	\$169.40	\$169.40	\$677.60
		<b>Owner Total</b>	<b>\$1,061.05</b>	<b>\$1,061.05</b>	<b>\$1,061.05</b>	<b>\$1,061.05</b>	<b>\$4,244.20</b>
102	60, 64, 66						
		Admin	\$1,033.50	\$1,033.50	\$1,033.50	\$1,033.50	\$4,134.00
		Capital Works	\$196.35	\$196.35	\$196.35	\$196.35	\$785.40
		<b>Owner Total</b>	<b>\$1,229.85</b>	<b>\$1,229.85</b>	<b>\$1,229.85</b>	<b>\$1,229.85</b>	<b>\$4,919.40</b>
63	63, 85						
		Admin	\$638.32	\$638.32	\$638.32	\$638.32	\$2,553.28
		Capital Works	\$121.28	\$121.28	\$121.28	\$121.28	\$485.12
		<b>Owner Total</b>	<b>\$759.60</b>	<b>\$759.60</b>	<b>\$759.60</b>	<b>\$759.60</b>	<b>\$3,038.40</b>
90	65, 67, 68, 69, 73, 75, 76						
		Admin	\$911.90	\$911.90	\$911.90	\$911.90	\$3,647.60
		Capital Works	\$173.25	\$173.25	\$173.25	\$173.25	\$693.00
		<b>Owner Total</b>	<b>\$1,085.15</b>	<b>\$1,085.15</b>	<b>\$1,085.15</b>	<b>\$1,085.15</b>	<b>\$4,340.60</b>
100	70						
		Admin	\$1,013.25	\$1,013.25	\$1,013.25	\$1,013.25	\$4,053.00
		Capital Works	\$192.50	\$192.50	\$192.50	\$192.50	\$770.00
		<b>Owner Total</b>	<b>\$1,205.75</b>	<b>\$1,205.75</b>	<b>\$1,205.75</b>	<b>\$1,205.75</b>	<b>\$4,823.00</b>

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**Owner Summary (01/01/2023-31/12/2023) - Contribution Schedule**

UOE	Lot(s)		1st Instalment 15/01/2023	2nd Instalment 01/04/2023	3rd Instalment 01/07/2023	4th Instalment 01/10/2023	TOTAL (01/01/2023-31/12/2023)
105	74, 78, 80						
		Admin	\$1,063.92	\$1,063.92	\$1,063.92	\$1,063.92	\$4,255.68
		Capital Works	\$202.13	\$202.13	\$202.13	\$202.13	\$808.52
		<b>Owner Total</b>	<b>\$1,266.05</b>	<b>\$1,266.05</b>	<b>\$1,266.05</b>	<b>\$1,266.05</b>	<b>\$5,064.20</b>
65	77						
		Admin	\$658.62	\$658.62	\$658.62	\$658.62	\$2,634.48
		Capital Works	\$125.13	\$125.13	\$125.13	\$125.13	\$500.52
		<b>Owner Total</b>	<b>\$783.75</b>	<b>\$783.75</b>	<b>\$783.75</b>	<b>\$783.75</b>	<b>\$3,135.00</b>
103	84						
		Admin	\$1,043.62	\$1,043.62	\$1,043.62	\$1,043.62	\$4,174.48
		Capital Works	\$198.28	\$198.28	\$198.28	\$198.28	\$793.12
		<b>Owner Total</b>	<b>\$1,241.90</b>	<b>\$1,241.90</b>	<b>\$1,241.90</b>	<b>\$1,241.90</b>	<b>\$4,967.60</b>
109	88						
		Admin	\$1,104.42	\$1,104.42	\$1,104.42	\$1,104.42	\$4,417.68
		Capital Works	\$209.83	\$209.83	\$209.83	\$209.83	\$839.32
		<b>Owner Total</b>	<b>\$1,314.25</b>	<b>\$1,314.25</b>	<b>\$1,314.25</b>	<b>\$1,314.25</b>	<b>\$5,257.00</b>
66	91						
		Admin	\$668.75	\$668.75	\$668.75	\$668.75	\$2,675.00
		Capital Works	\$127.05	\$127.05	\$127.05	\$127.05	\$508.20
		<b>Owner Total</b>	<b>\$795.80</b>	<b>\$795.80</b>	<b>\$795.80</b>	<b>\$795.80</b>	<b>\$3,183.20</b>
108	92, 94						
		Admin	\$1,094.30	\$1,094.30	\$1,094.30	\$1,094.30	\$4,377.20
		Capital Works	\$207.90	\$207.90	\$207.90	\$207.90	\$831.60
		<b>Owner Total</b>	<b>\$1,302.20</b>	<b>\$1,302.20</b>	<b>\$1,302.20</b>	<b>\$1,302.20</b>	<b>\$5,208.80</b>

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**Owner Summary (01/01/2023-31/12/2023) - Contribution Schedule**

UOE	Lot(s)		1st Instalment 15/01/2023	2nd Instalment 01/04/2023	3rd Instalment 01/07/2023	4th Instalment 01/10/2023	TOTAL (01/01/2023-31/12/2023)
155	95						
		Admin	\$1,570.52	\$1,570.52	\$1,570.52	\$1,570.52	\$6,282.08
		Capital Works	\$298.38	\$298.38	\$298.38	\$298.38	\$1,193.52
		<b>Owner Total</b>	<b>\$1,868.90</b>	<b>\$1,868.90</b>	<b>\$1,868.90</b>	<b>\$1,868.90</b>	<b>\$7,475.60</b>
128	96, 99, 103, 105						
		Admin	\$1,296.95	\$1,296.95	\$1,296.95	\$1,296.95	\$5,187.80
		Capital Works	\$246.40	\$246.40	\$246.40	\$246.40	\$985.60
		<b>Owner Total</b>	<b>\$1,543.35</b>	<b>\$1,543.35</b>	<b>\$1,543.35</b>	<b>\$1,543.35</b>	<b>\$6,173.40</b>
129	97, 100, 104						
		Admin	\$1,307.07	\$1,307.07	\$1,307.07	\$1,307.07	\$5,228.28
		Capital Works	\$248.33	\$248.33	\$248.33	\$248.33	\$993.32
		<b>Owner Total</b>	<b>\$1,555.40</b>	<b>\$1,555.40</b>	<b>\$1,555.40</b>	<b>\$1,555.40</b>	<b>\$6,221.60</b>
131	98						
		Admin	\$1,327.32	\$1,327.32	\$1,327.32	\$1,327.32	\$5,309.28
		Capital Works	\$252.18	\$252.18	\$252.18	\$252.18	\$1,008.72
		<b>Owner Total</b>	<b>\$1,579.50</b>	<b>\$1,579.50</b>	<b>\$1,579.50</b>	<b>\$1,579.50</b>	<b>\$6,318.00</b>
126	101						
		Admin	\$1,276.70	\$1,276.70	\$1,276.70	\$1,276.70	\$5,106.80
		Capital Works	\$242.55	\$242.55	\$242.55	\$242.55	\$970.20
		<b>Owner Total</b>	<b>\$1,519.25</b>	<b>\$1,519.25</b>	<b>\$1,519.25</b>	<b>\$1,519.25</b>	<b>\$6,077.00</b>
137	102						
		Admin	\$1,388.12	\$1,388.12	\$1,388.12	\$1,388.12	\$5,552.48
		Capital Works	\$263.73	\$263.73	\$263.73	\$263.73	\$1,054.92
		<b>Owner Total</b>	<b>\$1,651.85</b>	<b>\$1,651.85</b>	<b>\$1,651.85</b>	<b>\$1,651.85</b>	<b>\$6,607.40</b>

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**Owner Summary (01/01/2023-31/12/2023) - Contribution Schedule**

UOE	Lot(s)		1st Instalment 15/01/2023	2nd Instalment 01/04/2023	3rd Instalment 01/07/2023	4th Instalment 01/10/2023	TOTAL (01/01/2023-31/12/2023)
130	106						
		Admin	\$1,317.20	\$1,317.20	\$1,317.20	\$1,317.20	\$5,268.80
		Capital Works	\$250.25	\$250.25	\$250.25	\$250.25	\$1,001.00
		<b>Owner Total</b>	<b>\$1,567.45</b>	<b>\$1,567.45</b>	<b>\$1,567.45</b>	<b>\$1,567.45</b>	<b>\$6,269.80</b>
98	107, 109						
		Admin	\$992.95	\$992.95	\$992.95	\$992.95	\$3,971.80
		Capital Works	\$188.65	\$188.65	\$188.65	\$188.65	\$754.60
		<b>Owner Total</b>	<b>\$1,181.60</b>	<b>\$1,181.60</b>	<b>\$1,181.60</b>	<b>\$1,181.60</b>	<b>\$4,726.40</b>
68	110						
		Admin	\$689.00	\$689.00	\$689.00	\$689.00	\$2,756.00
		Capital Works	\$130.90	\$130.90	\$130.90	\$130.90	\$523.60
		<b>Owner Total</b>	<b>\$819.90</b>	<b>\$819.90</b>	<b>\$819.90</b>	<b>\$819.90</b>	<b>\$3,279.60</b>

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## Contribution Summary (01/01/2023-31/12/2023)

Lot(s)	Schedule	UOE	Admin Fund	Capital Works	Annual Levy
1, 8, 10, 79, 81, 82, 87	Contribution Schedule <b>Owner Total</b>	93	\$3,769.28 <b>\$3,769.28</b>	\$716.12 <b>\$716.12</b>	\$0.00 <b>\$4,485.40</b>
2, 5, 23, 25, 27, 31, 34	Contribution Schedule <b>Owner Total</b>	81	\$3,282.88 <b>\$3,282.88</b>	\$623.72 <b>\$623.72</b>	\$0.00 <b>\$3,906.60</b>
3, 18, 22, 24, 42, 89, 90	Contribution Schedule <b>Owner Total</b>	94	\$3,809.80 <b>\$3,809.80</b>	\$723.80 <b>\$723.80</b>	\$0.00 <b>\$4,533.60</b>
4, 35	Contribution Schedule <b>Owner Total</b>	61	\$2,472.28 <b>\$2,472.28</b>	\$469.72 <b>\$469.72</b>	\$0.00 <b>\$2,942.00</b>
6, 9, 19, 20	Contribution Schedule <b>Owner Total</b>	79	\$3,201.88 <b>\$3,201.88</b>	\$608.32 <b>\$608.32</b>	\$0.00 <b>\$3,810.20</b>
7	Contribution Schedule <b>Owner Total</b>	92	\$3,728.80 <b>\$3,728.80</b>	\$708.40 <b>\$708.40</b>	\$0.00 <b>\$4,437.20</b>
11, 13, 16	Contribution Schedule <b>Owner Total</b>	78	\$3,161.40 <b>\$3,161.40</b>	\$600.60 <b>\$600.60</b>	\$0.00 <b>\$3,762.00</b>
12, 17	Contribution Schedule <b>Owner Total</b>	77	\$3,120.68 <b>\$3,120.68</b>	\$592.92 <b>\$592.92</b>	\$0.00 <b>\$3,713.60</b>
14	Contribution Schedule <b>Owner Total</b>	55	\$2,229.08 <b>\$2,229.08</b>	\$423.52 <b>\$423.52</b>	\$0.00 <b>\$2,652.60</b>
15	Contribution Schedule <b>Owner Total</b>	56	\$2,269.60 <b>\$2,269.60</b>	\$431.20 <b>\$431.20</b>	\$0.00 <b>\$2,700.80</b>
21, 57	Contribution Schedule <b>Owner Total</b>	60	\$2,431.80 <b>\$2,431.80</b>	\$462.00 <b>\$462.00</b>	\$0.00 <b>\$2,893.80</b>
26, 33	Contribution Schedule <b>Owner Total</b>	80	\$3,242.40 <b>\$3,242.40</b>	\$616.00 <b>\$616.00</b>	\$0.00 <b>\$3,858.40</b>

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## Contribution Summary (01/01/2023-31/12/2023)

Lot(s)	Schedule	UOE	Admin Fund	Capital Works	Annual Levy
28, 72	Contribution Schedule <b>Owner Total</b>	91	\$3,688.28 <b>\$3,688.28</b>	\$700.72 <b>\$700.72</b>	\$0.00 <b>\$4,389.00</b>
29	Contribution Schedule <b>Owner Total</b>	57	\$2,310.28 <b>\$2,310.28</b>	\$438.92 <b>\$438.92</b>	\$0.00 <b>\$2,749.20</b>
30	Contribution Schedule <b>Owner Total</b>	82	\$3,323.40 <b>\$3,323.40</b>	\$631.40 <b>\$631.40</b>	\$0.00 <b>\$3,954.80</b>
32, 83, 86	Contribution Schedule <b>Owner Total</b>	95	\$3,850.28 <b>\$3,850.28</b>	\$731.52 <b>\$731.52</b>	\$0.00 <b>\$4,581.80</b>
36	Contribution Schedule <b>Owner Total</b>	96	\$3,890.80 <b>\$3,890.80</b>	\$739.20 <b>\$739.20</b>	\$0.00 <b>\$4,630.00</b>
37, 39, 41, 45, 48	Contribution Schedule <b>Owner Total</b>	84	\$3,404.40 <b>\$3,404.40</b>	\$646.80 <b>\$646.80</b>	\$0.00 <b>\$4,051.20</b>
38, 56, 93, 108	Contribution Schedule <b>Owner Total</b>	97	\$3,931.28 <b>\$3,931.28</b>	\$746.92 <b>\$746.92</b>	\$0.00 <b>\$4,678.20</b>
40, 47	Contribution Schedule <b>Owner Total</b>	83	\$3,363.88 <b>\$3,363.88</b>	\$639.12 <b>\$639.12</b>	\$0.00 <b>\$4,003.00</b>
43	Contribution Schedule <b>Owner Total</b>	58	\$2,350.80 <b>\$2,350.80</b>	\$446.60 <b>\$446.60</b>	\$0.00 <b>\$2,797.40</b>
44	Contribution Schedule <b>Owner Total</b>	85	\$3,445.08 <b>\$3,445.08</b>	\$654.52 <b>\$654.52</b>	\$0.00 <b>\$4,099.60</b>
46, 50, 52	Contribution Schedule <b>Owner Total</b>	99	\$4,012.48 <b>\$4,012.48</b>	\$762.32 <b>\$762.32</b>	\$0.00 <b>\$4,774.80</b>
49, 71	Contribution Schedule <b>Owner Total</b>	62	\$2,512.80 <b>\$2,512.80</b>	\$477.40 <b>\$477.40</b>	\$0.00 <b>\$2,990.20</b>

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## Contribution Summary (01/01/2023-31/12/2023)

Lot(s)	Schedule	UOE	Admin Fund	Capital Works	Annual Levy
51, 53, 54, 55, 59, 61, 62	Contribution Schedule <b>Owner Total</b>	87	\$3,526.08 <b>\$3,526.08</b>	\$669.92 <b>\$669.92</b>	\$0.00 <b>\$4,196.00</b>
58	Contribution Schedule <b>Owner Total</b>	88	\$3,566.60 <b>\$3,566.60</b>	\$677.60 <b>\$677.60</b>	\$0.00 <b>\$4,244.20</b>
60, 64, 66	Contribution Schedule <b>Owner Total</b>	102	\$4,134.00 <b>\$4,134.00</b>	\$785.40 <b>\$785.40</b>	\$0.00 <b>\$4,919.40</b>
63, 85	Contribution Schedule <b>Owner Total</b>	63	\$2,553.28 <b>\$2,553.28</b>	\$485.12 <b>\$485.12</b>	\$0.00 <b>\$3,038.40</b>
65, 67, 68, 69, 73, 75, 76	Contribution Schedule <b>Owner Total</b>	90	\$3,647.60 <b>\$3,647.60</b>	\$693.00 <b>\$693.00</b>	\$0.00 <b>\$4,340.60</b>
70	Contribution Schedule <b>Owner Total</b>	100	\$4,053.00 <b>\$4,053.00</b>	\$770.00 <b>\$770.00</b>	\$0.00 <b>\$4,823.00</b>
74, 78, 80	Contribution Schedule <b>Owner Total</b>	105	\$4,255.68 <b>\$4,255.68</b>	\$808.52 <b>\$808.52</b>	\$0.00 <b>\$5,064.20</b>
77	Contribution Schedule <b>Owner Total</b>	65	\$2,634.48 <b>\$2,634.48</b>	\$500.52 <b>\$500.52</b>	\$0.00 <b>\$3,135.00</b>
84	Contribution Schedule <b>Owner Total</b>	103	\$4,174.48 <b>\$4,174.48</b>	\$793.12 <b>\$793.12</b>	\$0.00 <b>\$4,967.60</b>
88	Contribution Schedule <b>Owner Total</b>	109	\$4,417.68 <b>\$4,417.68</b>	\$839.32 <b>\$839.32</b>	\$0.00 <b>\$5,257.00</b>
91	Contribution Schedule <b>Owner Total</b>	66	\$2,675.00 <b>\$2,675.00</b>	\$508.20 <b>\$508.20</b>	\$0.00 <b>\$3,183.20</b>
92, 94	Contribution Schedule <b>Owner Total</b>	108	\$4,377.20 <b>\$4,377.20</b>	\$831.60 <b>\$831.60</b>	\$0.00 <b>\$5,208.80</b>

Disclaimer: There may be differences in calculated instalment amounts due to rounding to nearest \$0.05

**Strataopt Pty Ltd**  
**Proposed Budget for Strata Plan SP63181**

**564-576 Railway Pde HURSTVILLE**

Prepared by Strataopt Pty Ltd (ABN 37 626 095 118)  
 PO Box A7 SYDNEY SOUTH NSW 1235 Ph 02 9283 3891 Fax 02 9283 3891

## Contribution Summary (01/01/2023-31/12/2023)

Lot(s)	Schedule	UOE	Admin Fund	Capital Works	Annual Levy
95	Contribution Schedule <b>Owner Total</b>	155	\$6,282.08 <b>\$6,282.08</b>	\$1,193.52 <b>\$1,193.52</b>	\$0.00 <b>\$7,475.60</b>
96, 99, 103, 105	Contribution Schedule <b>Owner Total</b>	128	\$5,187.80 <b>\$5,187.80</b>	\$985.60 <b>\$985.60</b>	\$0.00 <b>\$6,173.40</b>
97, 100, 104	Contribution Schedule <b>Owner Total</b>	129	\$5,228.28 <b>\$5,228.28</b>	\$993.32 <b>\$993.32</b>	\$0.00 <b>\$6,221.60</b>
98	Contribution Schedule <b>Owner Total</b>	131	\$5,309.28 <b>\$5,309.28</b>	\$1,008.72 <b>\$1,008.72</b>	\$0.00 <b>\$6,318.00</b>
101	Contribution Schedule <b>Owner Total</b>	126	\$5,106.80 <b>\$5,106.80</b>	\$970.20 <b>\$970.20</b>	\$0.00 <b>\$6,077.00</b>
102	Contribution Schedule <b>Owner Total</b>	137	\$5,552.48 <b>\$5,552.48</b>	\$1,054.92 <b>\$1,054.92</b>	\$0.00 <b>\$6,607.40</b>
106	Contribution Schedule <b>Owner Total</b>	130	\$5,268.80 <b>\$5,268.80</b>	\$1,001.00 <b>\$1,001.00</b>	\$0.00 <b>\$6,269.80</b>
107, 109	Contribution Schedule <b>Owner Total</b>	98	\$3,971.80 <b>\$3,971.80</b>	\$754.60 <b>\$754.60</b>	\$0.00 <b>\$4,726.40</b>
110	Contribution Schedule <b>Owner Total</b>	68	\$2,756.00 <b>\$2,756.00</b>	\$523.60 <b>\$523.60</b>	\$0.00 <b>\$3,279.60</b>
	<b>Overall Total</b>		<b>\$405,295.00</b>	<b>\$77,001.20</b>	<b>\$482,296.20</b>

Schedule	UOE
Contribution Schedule	10000

Disclaimer: There may be differences in calculated instalment amounts due to rounding to nearest \$0.05

## Levy Schedule Report

### S/Plan SP63181 ""

**Particulars: Special Levy (intercom upgrade)****4 Instalments****Type: Special Levy**

Lot	Unit	Owner	Admin	Sinking	Instalment	Total
1	1	George Sideris & Leslie Siew Mei Sideris	\$0.00	\$58.13	\$58.13	\$232.52
2	2	Xiaoqing Ke	\$0.00	\$50.63	\$50.63	\$202.52
3	3	Louis Yu & Polaris Yu	\$0.00	\$58.75	\$58.75	\$235.00
4	4	Wen Shen Chang	\$0.00	\$38.13	\$38.13	\$152.52
5	5	Yiming Zhang	\$0.00	\$50.63	\$50.63	\$202.52
6	6	Wu Hao Shen	\$0.00	\$49.38	\$49.38	\$197.52
7	7	David Guo & Xue Ping Ni	\$0.00	\$57.50	\$57.50	\$230.00
8	8	Jun Zhou and Ye li	\$0.00	\$58.13	\$58.13	\$232.52
9	9	Fie Yung Tjong	\$0.00	\$49.38	\$49.38	\$197.52
10	10	Xiao Yi Wu	\$0.00	\$58.13	\$58.13	\$232.52
11	11	Cynthia Rose Pereira	\$0.00	\$48.75	\$48.75	\$195.00
12	12	Zhenghui Zou & Cheng Cheng	\$0.00	\$48.13	\$48.13	\$192.52
13	13	Kaimin Xu	\$0.00	\$48.75	\$48.75	\$195.00
14	14	Yue Ma & Hung Ping Ngu	\$0.00	\$34.38	\$34.38	\$137.52
15	15	Kheng Boon Quek	\$0.00	\$35.00	\$35.00	\$140.00
16	16	Shobha & Veera Chippada	\$0.00	\$48.75	\$48.75	\$195.00
17	17	Yueyu Hou	\$0.00	\$48.13	\$48.13	\$192.52
18	18	Zhen An Shao & Jing Wen Zhang	\$0.00	\$58.75	\$58.75	\$235.00
19	19	Patrick Lam	\$0.00	\$49.38	\$49.38	\$197.52
20	20	Tak Yun Chau & M.B. Lau	\$0.00	\$49.38	\$49.38	\$197.52
21	21	Xue Fan Hu	\$0.00	\$37.50	\$37.50	\$150.00
22	22	Kwun Ho Michael Tong and Tania Tsuey Fang Ng	\$0.00	\$58.75	\$58.75	\$235.00
23	23	De Quan Chen	\$0.00	\$50.63	\$50.63	\$202.52
24	24	Tony Kook	\$0.00	\$58.75	\$58.75	\$235.00
25	25	Guo H Yang & Ping Ping Yang	\$0.00	\$50.63	\$50.63	\$202.52
26	26	Freddy Parvez Langrana	\$0.00	\$50.00	\$50.00	\$200.00
27	27	Bobby Parvez Langrana	\$0.00	\$50.63	\$50.63	\$202.52
28	28	Shi Lian Dang	\$0.00	\$56.88	\$56.88	\$227.52
29	29	Joanne Chan	\$0.00	\$35.63	\$35.63	\$142.52
30	30	Yunyin Xuan	\$0.00	\$51.25	\$51.25	\$205.00
31	31	Zhen Hua Shao	\$0.00	\$50.63	\$50.63	\$202.52
32	32	Yue Qi and Huifang Wang	\$0.00	\$59.38	\$59.38	\$237.52
33	33	Soon Heng Tan & Siew Wei Leong	\$0.00	\$50.00	\$50.00	\$200.00
34	34	Jason & Angie Mifa Powell	\$0.00	\$50.63	\$50.63	\$202.52
35	35	Hon Kong So & Koo Lin Kwan So	\$0.00	\$38.13	\$38.13	\$152.52
36	36	Peter Anugerah & Elina Muljadi	\$0.00	\$60.00	\$60.00	\$240.00
37	37	Yan Liu	\$0.00	\$52.50	\$52.50	\$210.00
38	38	Chuan Yu Lin & Zu Jie Yu	\$0.00	\$60.63	\$60.63	\$242.52
39	39	Arlette Nghafoong	\$0.00	\$52.50	\$52.50	\$210.00
40	40	Lei Jiang & Fuguo Zheng	\$0.00	\$51.88	\$51.88	\$207.52
41	41	Qi Ou	\$0.00	\$52.50	\$52.50	\$210.00
42	42	Stephen Shaorong Yuan	\$0.00	\$58.75	\$58.75	\$235.00
43	43	Stephen & Marina McNab	\$0.00	\$36.25	\$36.25	\$145.00
44	44	Hong Zhang	\$0.00	\$53.13	\$53.13	\$212.52
45	45	Angele Markovski & Mitana Markovski	\$0.00	\$52.50	\$52.50	\$210.00

## Levy Schedule Report

### S/Plan SP63181 ""

**Particulars: Special Levy (intercom upgrade)****4 Instalments****Type: Special Levy**

Lot	Unit	Owner	Admin	Sinking	Instalment	Total
46	46	Marica Filipovic	\$0.00	\$61.88	\$61.88	\$247.52
47	47	Ivan & Georga Colig	\$0.00	\$51.88	\$51.88	\$207.52
48	48	Wen Yan Liang	\$0.00	\$52.50	\$52.50	\$210.00
49	49	Ka Yan Yu	\$0.00	\$38.75	\$38.75	\$155.00
50	50	Li Zhang	\$0.00	\$61.88	\$61.88	\$247.52
51	51	Ming Duan	\$0.00	\$54.38	\$54.38	\$217.52
52	52	Ms Rubing Hong	\$0.00	\$61.88	\$61.88	\$247.52
53	53	Samuel Lucas Si Henn Chin and Tessa Tsurugaoka	\$0.00	\$54.38	\$54.38	\$217.52
54	54	Anala Zhang	\$0.00	\$54.38	\$54.38	\$217.52
55	55	Yijun Lei & Qiaochang Liang	\$0.00	\$54.38	\$54.38	\$217.52
56	56	Binh Quay Truong	\$0.00	\$60.63	\$60.63	\$242.52
57	57	Moon Lan Sin	\$0.00	\$37.50	\$37.50	\$150.00
58	58	Roger Gar Foo Cheng	\$0.00	\$55.00	\$55.00	\$220.00
59	59	Binwei Wang	\$0.00	\$54.38	\$54.38	\$217.52
60	60	Dezhi Niu & Ye Ying Zheng	\$0.00	\$63.75	\$63.75	\$255.00
61	61	Xin Niu	\$0.00	\$54.38	\$54.38	\$217.52
62	62	Shing On Albert Kwan	\$0.00	\$54.38	\$54.38	\$217.52
63	63	Neelam Gurung	\$0.00	\$39.38	\$39.38	\$157.52
64	64	Ms Fung Ho	\$0.00	\$63.75	\$63.75	\$255.00
65	65	Man Hoi Leung and Lo Wai Chong Leung	\$0.00	\$56.25	\$56.25	\$225.00
66	66	Warren Hong	\$0.00	\$63.75	\$63.75	\$255.00
67	67	Teresa Shu Ting Zhang	\$0.00	\$56.25	\$56.25	\$225.00
68	68	Zhen An Shao & Jing Wen Zhang	\$0.00	\$56.25	\$56.25	\$225.00
69	69	Miss Lei Yang	\$0.00	\$56.25	\$56.25	\$225.00
70	70	Zhiping Feng	\$0.00	\$62.50	\$62.50	\$250.00
71	71	Stephen McNab & Marina McNab	\$0.00	\$38.75	\$38.75	\$155.00
72	72	Jim Yi Feng Shao	\$0.00	\$56.88	\$56.88	\$227.52
73	73	Binh Quay Truong	\$0.00	\$56.25	\$56.25	\$225.00
74	74	Yong Nie	\$0.00	\$65.63	\$65.63	\$262.52
75	75	Yi Man Yang & Cai Zhen Guan	\$0.00	\$56.25	\$56.25	\$225.00
76	76	Jei Min Zhang & Li Li Niu	\$0.00	\$56.25	\$56.25	\$225.00
77	77	Yick Keung Chan & Chung Yin Joey Mo	\$0.00	\$40.63	\$40.63	\$162.52
78	78	B & F Leung Pty Ltd	\$0.00	\$65.63	\$65.63	\$262.52
79	79	Huizhen Liang & Zhiwei Chen	\$0.00	\$58.13	\$58.13	\$232.52
80	80	Ruimu Xie	\$0.00	\$65.63	\$65.63	\$262.52
81	81	Petty Wai Kam Wong	\$0.00	\$58.13	\$58.13	\$232.52
82	82	Fernando Merodio	\$0.00	\$58.13	\$58.13	\$232.52
83	83	Joey Ng	\$0.00	\$59.38	\$59.38	\$237.52
84	84	Jia Jia Yu	\$0.00	\$64.38	\$64.38	\$257.52
85	85	Kellee Ka Lee Hau	\$0.00	\$39.38	\$39.38	\$157.52
86	86	Yao Huang & Mrs Wenrong Kuai	\$0.00	\$59.38	\$59.38	\$237.52
87	87	Rui Yi Wang	\$0.00	\$58.13	\$58.13	\$232.52
88	88	Jun Li	\$0.00	\$68.13	\$68.13	\$272.52
89	89	Lin Li	\$0.00	\$58.75	\$58.75	\$235.00
90	90	Yingshi Wang & Xiaoyan Yuan	\$0.00	\$58.75	\$58.75	\$235.00

## Levy Schedule Report

### S/Plan SP63181 ""

**Particulars:** Special Levy (intercom upgrade)

**4 Instalments**
**Type:** Special Levy

Lot	Unit	Owner	Admin	Sinking	Instalment	Total
91	91	Mei Ling Ng	\$0.00	\$41.25	\$41.25	\$165.00
92	92	Angela Ng	\$0.00	\$67.50	\$67.50	\$270.00
93	93	Lei Lena Wang	\$0.00	\$60.63	\$60.63	\$242.52
94	94	Nan Cheng	\$0.00	\$67.50	\$67.50	\$270.00
95	95	Xuan Li & Yuncheng Li	\$0.00	\$96.88	\$96.88	\$387.52
96	96	Lai Yin Zhou	\$0.00	\$80.00	\$80.00	\$320.00
97	97	Naili Wang	\$0.00	\$80.63	\$80.63	\$322.52
98	98	Shuo Liang	\$0.00	\$81.88	\$81.88	\$327.52
99	99	Juanjuan Wang	\$0.00	\$80.00	\$80.00	\$320.00
100	100	Frances Lae	\$0.00	\$80.63	\$80.63	\$322.52
101	101	Qimin Bu	\$0.00	\$78.75	\$78.75	\$315.00
102	102	Lijun Wang & Fenghua Zhou	\$0.00	\$85.63	\$85.63	\$342.52
103	103	Chi Wai Au Yeung and Ching Man Yu	\$0.00	\$80.00	\$80.00	\$320.00
104	104	Xiaohui Wang	\$0.00	\$80.63	\$80.63	\$322.52
105	105	Pelen Peirun Ji	\$0.00	\$80.00	\$80.00	\$320.00
106	106	Shulu Lay Choi & Li Zhong Lu	\$0.00	\$81.25	\$81.25	\$325.00
107	107	Man Yee Ng & Anthony Li	\$0.00	\$61.25	\$61.25	\$245.00
108	108	Grace Tang	\$0.00	\$60.63	\$60.63	\$242.52
109	109	Louis Wong & Maggie Lam	\$0.00	\$61.25	\$61.25	\$245.00
110	110	Wah Wong	\$0.00	\$42.50	\$42.50	\$170.00
<b>Overall Totals</b>			<b>\$0.00</b>	<b>\$6,250.30</b>	<b>\$6,250.30</b>	<b>\$25,001.20</b>

## Certificate of Currency

<b>Insured:</b>	Strata Plan 63181
<b>Policy Number:</b>	01GS549320
<b>Policy Period:</b>	From: 4PM on 30/11/2021 To: 4PM on 30/11/2022
<b>Particulars Of Insurance:</b>	Residential Strata Insurance
<b>Location:</b>	564-576 Railway Parade, Hurstville NSW 2220
<b>Sum Insured:</b>	
Building & Common property	\$44,751,080
Temporary Accommodation and Loss of Rent	\$6,646,200
Catastrophe Extension and Owners Improvements	\$13,292,400
First Loss Terrorism	Not Insured
General Liability	\$20,000,000
Crime Insurance	\$100,000
Machinery Breakdown	\$100,000
Management Committee Liability	\$1,000,000
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>	22 December 2021

All the values on this Certificate of Currency are correct as at 22 December 2021 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.



Harrison Moller | **Chubb Insurance Australia Limited**  
Property Underwriter NUC



# 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

564-576 RAILWAY PARADE, HURSTVILLE NSW

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

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

RESIDENTIAL APARTMENTS, BASEMENT CARPARKING. 6 STOREYS ABOVE GROUND, 3 STOREYS BELOW GROUND. TYPE A CONSTRUCTION

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

Name

OWNERS CORPORATION SP63181

Address

PO BOX 478 KOGARAH NSW 1485

## Section 4: Fire safety measures

Fire safety measure	Minimum standard of performance	Date(s) assessed	APFS *
AUTOMATIC FIRE DETECTION AND ALARM SYSTEM	BCA96 E2.2, SPEC E2.2(a), AS 1670.1-1995	09/06/2022	F020986A
AUTOMATIC FIRE SUPPRESSION SYSTEM (carpark only)	BCA96 E1.5 & AS 2118.1-1995	09/06/2022	F020986A
EMERGENCY LIGHTING	BCA96 E4.2, E4.4 & AS/NZS 2293.1-1998	09/06/2022	F020986A
EXIT SIGNS	BCA96 E4.5, E4.6, E4.8 & AS NZS 2293.1-1998	09/06/2022	F020986A
FIRE DAMPERS	BCA96 C3.15 & AS1682.2-1990	21/07/2022	F043412A
FIRE DOORS	BCA96 C2.13, C3.4, C3.7, C3.8, C3.10 C3.11, BCA SPEC C3.4, AS/NZS 1905.1-1997 & AS 1735.11-1986	05/07/2022 06/07/2022 25/08/2022	F020986A
FIRE HYDRANT SYSTEMS	BCA96 E1.3 & AS 2419.1-1994	09/06/2022	F020986A
HOSE REEL SYSTEMS	BCA96 E1.4 & AS 2441-1988	09/06/2022	F020986A

564-576 RAILWAY PARADE, HURSTVILLE NSW

Version 3.1 | Effective from 1 March 2021 | NSW Department of Planning, Industry and Environment | 1

# Fire Safety Statement

Part 9 of the Environmental Planning and Assessment Regulation 2000



MECHANICAL AIR HANDLING SYSTEMS	BCA96 TABLE E2.2a & AS/NZS 1668.1-1998	15/9/2022	F055472A
PORTABLE FIRE EXTINGUISHERS	BCA96 E1.6 & AS 2444-1995	06/07/2022	F020986A
SMOKE ALARMS	BCA96 SPEC E2.2a(3) & AS 3786-1993	05/07/2022, 06/07/2022	F020986A
SMOKE DOORS	BCA96 C2.14 & SPEC C3.4	06/07/2022	F020986A
WARNING AND OPERATIONAL SIGNS	BCA96 D2.23 & E3.3	15/9/2022	F028291A

\* See notes on page 4 about how to correctly identify an accredited practitioner (fire safety) (APFS).

## 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	APFS *
WHOLE	09/06/2022	F020986A

\* See notes on page 4 about how to correctly identify an accredited practitioner (fire safety) (APFS).

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

Full name	Phone	Email	Accreditation No.*	Signature
MATTHEW MACPHERSON	0434 283 999	megozi@fire@gmail.com	F020986A	
Shiliang Chen	0404 519 996	leon@totalfirestopping.com.au	F043412A	
mohammed Abdeghany	0418978520	Master1hvac@gmail.com	F055472A	
YIFEI HUANG	0414922212	SERVICES@BDBUILDINGSOLUTION.COM	F028291A	

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

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

Full name	Jessie Lu
Organisation (if applicable)	Strata Opt Pty Ltd
Title/Position (if applicable)	Strata Manager
Phone	02 9283 3891
Email	jessie@strataopt.com.au

# The person issuing the statement must not be an APFS listed in section 6 or their employer/employee or direct associate.

## Section 8: Annual fire safety statement declaration

Jessie Lu (insert full name) being the: ☐ owner ☒ owner's agent  
declare that:

- a) each essential fire safety measure specified in this statement has been assessed by an accredited practitioner (fire safety) and was found, when it was assessed, to be capable of performing:

564-576 RAILWAY PARADE, HURSTVILLE NSW

- 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

# Fire Safety Statement

Part 9 of the Environmental Planning and Assessment Regulation 2000



- 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 an accredited practitioner (fire safety) 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

*Jessie Lu*

Date issued

16/09/2022

## 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 an accredited practitioner (fire safety) 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.

**Please note:**

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

## General

- Please print in CAPITAL LETTERS and complete all relevant sections in full.
- A reference to 'the Regulation' is a reference to the *Environmental Planning and Assessment Regulation 2000*.
- An 'APFS' is an accredited practitioner (fire safety) as defined in clause 3 of the Regulation.
- The completed fire safety statement form must be submitted to both the local council and Fire and Rescue NSW.
- Please contact your local council for further information about how to submit the completed statement.
- Completed statements can be emailed to Fire and Rescue NSW at [afss@fire.nsw.gov.au](mailto:afss@fire.nsw.gov.au). Alternately, statements can be posted to Fire and Rescue NSW, Locked Bag 12, Greenacre NSW 2190. For further information about this process, please visit the '**Error! Hyperlink reference not valid.**' page at [www.fire.nsw.gov.au](http://www.fire.nsw.gov.au).
- As soon as practicable after issuing the fire safety statement, the building owner must display a copy (together with a copy of the current fire safety schedule) in a prominent location within the building.
- Further information about building fire safety is available on the 'Fire safety' page of the Department's website at [www.planning.nsw.gov.au](http://www.planning.nsw.gov.au).

## Section 1: Type of statement

- Mark the applicable box to identify if the statement being issued is an annual fire safety statement or a supplementary fire safety statement.
- An annual fire safety statement is issued under clause 175 of the Regulation and relates to each essential fire safety measure that applies to the building.
- A supplementary fire safety statement is issued under clause 178 of the Regulation and relates to each critical fire safety measure that applies to the building.

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

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

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

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

## Section 4: Fire safety measures

- The purpose of this section is to identify all of the fire safety measures that apply to a building or part of a building.
- Fire safety measures include both essential fire safety measures and critical fire safety measures. They include items such as portable fire extinguishers, fire hydrants, fire sprinklers, fire detection and alarm systems and lightweight construction.
- Essential fire safety measures are those fire safety measures which are assessed on an annual basis, while critical fire safety measures are those which are required to be assessed at more regular intervals (as detailed on the fire safety schedule). These terms are defined in clause 165 of the Regulation.
- For annual fire safety statements, the table in section 4 must list each of the essential fire safety measures that apply to the building or part of the building and the relevant standard of performance. The date(s) on which these measures were assessed and inspected must be within the 3 months prior to the date the annual fire safety statement is issued.

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

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

- This section applies only to an annual fire safety statement.
- The purpose of this section is to identify that an APFS has inspected the fire exits, fire safety notices, doors relating to fire exits and paths of travel to fire exits in the building or part of the building and found there has been no breach of Division 7 of Part 9 of the Regulation.
- The table in section 5 must detail the parts of the building that were inspected. The date(s) of the inspection(s) must be within the 3 months prior to the date the annual fire safety statement is issued.
- The accreditation number of the APFS who inspected the whole or part of the building listed in section 5 must be nominated against the relevant part in the column titled 'APFS'. Further information relating to the accreditation of practitioners is provided at section 6.

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

- An APFS is a person engaged by the building owner(s) to undertake the assessment of fire safety measures in section 4 and the inspection of the buildings exit systems in section 5 (for an annual fire safety statement).
- The purpose of this section is to record the name and contact details of each APFS who assessed a fire safety measure listed in section 4 or inspected the building or part of the building as specified in section 5.
- Each APFS listed in the table must also sign the fire safety statement. Alternatively, an APFS could provide the building owner or agent with a separate signed document to endorse the relevant part of the fire safety statement.
- The first industry accreditation scheme for APFS has been approved by the NSW Government.
- From July 1 2020, a building owner must select an APFS from a register of accredited practitioners. The accreditation number of each relevant APFS must be listed on the form.
- If the building owner has determined the competence of the APFS because the Commissioner for Fair Trading is satisfied there are no practitioners accredited under an industry approved accreditation scheme to assess a specific fire safety measure and has authorised the owner to do so, there is no requirement to include an accreditation number on the form.
- Further information about the approved industry accreditation schemes can be found on the 'Fire safety practitioners' page of the NSW Fair Trading website at [www.fairtrading.nsw.gov.au](http://www.fairtrading.nsw.gov.au).

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

- The purpose of this section of the form is to detail the name and contact details of the person who is issuing the statement i.e. the person who completes and signs section 8 or section 9 of the form. This could be the owner(s) of the building or a nominated agent of the owner(s).
- Where a person issues the statement on behalf of an organisation (as the owner of the building), the name of the organisation and the title/position of the person must be provided. The person issuing the statement as a representative of the organisation must have the appropriate authority to do so.
- Where a person issues the statement on behalf of the owner(s) (as the owner's agent), this person must have the appropriate authority from the building owner(s) to undertake this function.
- In the case of a building with multiple owners, one owner may issue the statement, however each of the other owners must authorise the owner who issues the statement to act as their agent.
- The person issuing the statement must not be an APFS who is listed in section 6 or their employer/employee or direct associate. This recognises the different roles and responsibilities for building owner(s) and the APFS in the fire safety statement process. This is important because the Regulation makes building owners responsible for declaring that fire safety measures have been assessed and the building inspected (for the purposes of section 5) by an APFS. This ensures that building owners, who are ultimately responsible, remain engaged in the fire safety statement process.
- In addition, only the building owner(s) can determine that a person is competent to perform the fire safety assessment functions where there is no person who holds accreditation. The building owner(s) are also responsible

for ensuring that essential fire safety measures are maintained in accordance with clause 182 of the Regulation. An agent cannot be made responsible for these requirements.

## Section 8: Annual fire safety statement declaration

- The person completing this section is the person who is issuing the annual fire safety statement in accordance with clause 175 of the Regulation and is the same person as detailed in section 7. The person issuing the statement must identify if they are the owner or the owner's agent.
- In issuing the statement, the building owner or agent is not declaring that each fire safety measure meets the minimum standard of performance, but rather that each fire safety measure has been assessed, and was found by an APFS to be capable of performing to that standard, as listed in section 4. In performing this function, the building owner or owner's agent could obtain documentation from each APFS to verify that the standard of performance has been met, prior to completing the form and issuing the statement.
- The person who issues the statement by completing section 8 or section 9 of the form must not be an APFS who was involved in the assessment of any of the fire safety measures, or inspection of the building for the purposes of the statement, or their employer/employee or direct associate. This is to ensure that building owners, who are ultimately responsible, remain engaged in the fire safety statement process.

## Section 9: Supplementary fire safety declaration

- The person completing this section is the person who is issuing the supplementary fire safety statement in accordance with clause 178 of the Regulation and is the same person as detailed in section 7. The person issuing the statement must identify if they are the owner or the owner's agent.
- The information provided above in relation to section 8 on what the owner is declaring also applies to a supplementary fire safety statement.

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# Recommended Annual Sinking Fund Payment

SP63181

Page 5  
564-576 Railway Parade, Hurstville

End of Year	Year Ending	Recommended Sinking Fund Payment	Annual % change in Sinking Fund Payment	Adjustm't to Sinking Fund Payment (increase/decrease)	S/Fund Balance + Interest + Annual S/Fund Payment	Costs in each year refer to the table above (page 3)	Sinking Fund Balance	Interest on the Sinking Fund Balance
A	B	C	D	E	F	G	H	I
					H+I+C		F-G	2.75%
1	Sep-16	\$72,961			\$303,930	\$525	\$224,787	\$6,182
2	Sep-17	\$76,609	5.00%		\$388,358	\$71,993	\$303,405	\$8,344
3	Sep-18	\$80,440	5.00%		\$405,504	\$59,039	\$316,364	\$8,700
4	Sep-19	\$84,462	5.00%		\$440,455	\$385,875	\$346,465	\$9,528
5	Sep-20	\$88,685	5.00%		\$144,766	\$97,380	\$54,580	\$1,501
6	Sep-21	\$93,119	5.00%		\$141,808	\$64,379	\$47,385	\$1,303
7	Sep-22	\$97,775	5.00%		\$177,332	\$77,379	\$99,953	\$2,749
8	Sep-23	\$102,664	5.00%		\$205,366	\$85,809	\$119,556	\$3,288
9	Sep-24	\$107,797	5.00%		\$230,641	\$15,652	\$214,989	\$5,912
10	Sep-25	\$113,187	5.00%		\$334,088	\$219,779	\$114,309	\$3,144
11	Sep-26	\$118,846	5.00%		\$236,299		\$236,299	\$6,498

Note: some figures may be rounded

Assumptions	
Base Annual Sinking Fund contribution for Capital Items	\$106,961
Buffer (or adjustment to the base annual contribution)	-\$34,000
<b>Recommended Annual Sinking Fund Contribution (After Buffer)</b>	<b>\$72,961</b>
Current Annual Sinking Fund contribution (as instructed)	\$26,360
Current Sinking Fund Balance (as instructed)	\$224,787
Annual Sinking Fund Payment increase rate	5.00%
Adopted Investment Rate after tax	2.75%

The above table represents our Recommendation of the Annual Sinking Fund Payments for the next 11 years. Column F includes the Sinking Fund Balance as at the end of the previous year plus any interest earned plus the Recommended Sinking Fund Payment for the current year. Column C (Recommended Sinking Fund Payment) may include Extra Costs Payments (positive adjustment) or reductions in the Recommended Sinking Fund Payment (negative adjustment) to ensure that the Sinking Fund Balance remains positive in each year.



**SKYWALKER SECURITY**

PO BOX 78  
 Ramsgate NSW 2217  
 0280616277  
 ABN 67617974204



## Quote

**ADDRESS**

SP63181-HighCrest  
 564-576 Railway Pde  
 Hurstville NSW 2220

**SHIP TO**

SP63181-HighCrest  
 564-576 Railway Pde  
 Hurstville NSW 2220

**QUOTE NO.** QT00001181**DATE** 26/05/2022**EXPIRATION DATE** 26/06/2022**QUOTE BY:**

Yan

QTY	SKU	DESCRIPTION	RATE	AMOUNT
1		Supply and install Inception Controller Kit	0.00	0.00
5		Supply and install SIFER Smart Card Reader (located: 1 * Main door, 1 * Garage Door entrance, 1 * garage door exit, 2 * lift)	0.00	0.00
2		Supply and install Integrity/Inception 8 Aux Relay LAN Kit for lift	0.00	0.00
500		Supply and install IR SIFER-P Fob	0.00	0.00
1	TOTAL	TOTAL	24,800.00	24,800.00
		Extra Fob price		
0	Supply	Supply extra IR SIFER-P Fob Kit 1 (Total 10 fobs) * \$450+GST	0.00	0.00

**TERMS AND CONDITIONS**

The Parties agree that the contract amounts are due and payable as follows: In consideration of Skywalker Security providing the goods and or services which are the subject of this agreement or quotation, the Customer agrees to pay the fees and charges for those goods and or

1. services to Skywalker Security and acknowledges that such amounts shall become payable upon the issuing of an invoice from Skywalker Security. The Customer acknowledges that any and all liability or obligations of Skywalker Security arising under this agreement remains with Skywalker Security.

2. The Parties agree that the full Contract sum, including any additional

**PAYMENT METHODS**

Payment may be made by directly depositing into our account and forwarding a copy of the invoice by email address.

Bank: Westpac

Account Name: Skywalker Security Pty Ltd

BSB: 032 373

Account Number: 229824

Quote Ref: INV#

**SUBTOTAL** 24,800.00  
**GST TOTAL** 2,480.00  
**TOTAL**

**A\$27,280.00**

costs for variations as adjusted must be paid 7 days after the final invoice has been issued. Skywalker Security does not accept any form of cash retentions.

Accepted By

Accepted Date

#### PAYMENT METHODS

Payment may be made by directly depositing into our account and forwarding a copy of the invoice by email address.

Bank: Westpac

Account Name: Skywalker Security Pty Ltd

BSB: 032 373

Account Number: 229824

Quote Ref: INV#

Consolidated By Laws  
**Strata Plan 63181**

Contents:

1. Noise
  2. Vehicles
  3. Obstruction of common property
  4. Damage to lawns and plants on common property
  5. Damage to common property
  6. Behaviour of owners and occupiers
  7. Children playing on common property in building
  8. Behaviour of invitees
  9. Depositing rubbish etc. on common property
  10. Drying of laundry items
  11. Cleaning windows and door
  12. Storage of inflammable liquids and other substances and materials
  13. Moving furniture etc. on or through common property
  14. Floor coverings
  15. Garbage disposal
  16. Keeping of animals
  17. Appearance of lot
  18. Change in use of lot to be notified
  19. Preservation of fire safety
  20. Prevention of hazards
  21. Provision of amenities or services
  22. Use of facilities
  23. General
  24. Alterations & additions to fire doors
  25. Security
  26. Contributions by original owner
  27. Treatment of mould
  28. Settlement cracks
  29. Surveillance cameras
  30. Exclusive use – awning lot 4
  31. Door locking
  32. Architectural code – enclosure of balcony
  33. Fixtures inside the lot
  34. Internal fixtures
  35. Fire alarms and recovery of costs
  36. Garage door recovery of costs
- Special By Law 1 – Minor renovations by owners – delegations of functions
- Special By Law 2 – Damage and injury caused by items placed on common property
- Special By Law 3 – Prohibition on the installation of new air-conditioning systems
- Special By Law 4 – Parking & Tow-Away
- Special By Law 5 – Absolution of Maintenance – Lot Fixtures & Fittings
- Special By Law 6 – Compensation to Owners Corporation

**1 Noise**

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

**2 Vehicles**

An owner or occupier of a lot must not park or stand any motor or other vehicle on common property except with the written approval of the Owners Corporation

**3 Obstruction of common property**

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

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

An owner or occupier of a lot must not except with the prior written approval of the Owners Corporation:

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

**5 Damage to common property**

- (1) An owner or occupier of a lot must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property except with the prior written approval of the Owners Corporation.
- (2) An approval given by the Owners Corporation under subclause [1] cannot authorise any additions to the common property.
- (3) This by-law does not prevent an owner or person authorised by an owner from installing:
  - (a) any locking or other safety device for protection of the owner's lot against intruders or to improve safety within the owner's lot, or
  - (b) any screen or other device to prevent entry of animals or insects on the lot, or
  - (c) any structure or device to prevent harm to children, or
  - (d) any device used to affix decorative items to the internal surfaces of walls in the owner's lot
- (e) Any such locking or safety device, screen or 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 rest of the building.
- (5) Despite Section 62, the owner of a lot must;
  - (a) maintain and keep in a state of good and serviceable repair any installation or structure referred to in a subclause (3) that forms part of the common property and that services the lot, and
  - (b) repair any damage caused to any part of the common property by the installation or removal of any locking or safety device, screen, other device or structure referred to in subclause (3) that forms part property and that services the lot

**6 Behaviour of owners and occupiers**

- (a) 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.
- (b) This By-Law does not prevent any persons from wearing swimming costumes whilst in the vicinity of the swimming pool or in transit to or from the swimming pool.

**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**

- (1) The owner of a lot shall be liable to compensate the Owners Corporation in respect of all damage to the common property or personal property vested in it caused by such owner or the occupiers of the lot or their respective tenants or invitees.
- (2) An owner of a lot which is the subject of a lease or license agreement shall take all reasonable steps, including any action available to them under any such lease or license agreement, to ensure that any lessee or licensee or other occupier of the lot or their invitees (including customers and staff) comply with the provisions of the By-Laws.
- (3) An owner or occupier of a lot shall take all reasonable steps to ensure that their invitees (including customers and staff) comply with the provisions of the By-Laws as if they were bound thereby, and in the event of their inability for any reason to ensure such compliance by any invitee they shall thereupon ensure that such invitee leaves that strata property.
- (4) An owner or occupier of a lot shall take all reasonable steps to ensure that their invitees (including customers and staff) do not create any noise or 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.
- (5) An owner or occupier of a lot shall use reasonable care when admitting visitors, invitees or customers to the building and shall not allow them to remain upon the common property unsupervised except to the extent reasonably necessary for the ingress and egress of the visitor, invitee or customer.

**9 Depositing rubbish etc. on common property**

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

**10 Drying of laundry items**

An owner or occupier of a lot must not, except with the 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 there only for a reasonable period.

**11 Cleaning windows and door**

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

- (a) the Owners Corporation resolves that it will keep the glass or specific part of the glass clean, or
- (b) that glass or part of the glass cannot be accessed by the owner or occupier of the lot safely or at all.

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

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

**13 Moving furniture etc. on or through common property**

- (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.
- (2) An Owners Corporation may resolve that furniture or large objects are to be transported through or on the common property (whether in the building or not) in a specific manner.
- (3) If the Owners Corporation has specified, by resolution, the manner in which furniture or large objects are to be transported, an owner or occupier of a lot must not transport any furniture or large object through or on common property except in accordance with that resolution.

**14 Floor coverings**

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

**15 Garbage disposal**

- (1) An owner or occupier of a lot in a strata scheme:
  - (a) Must ensure that before refuse or waste is placed in the garbage chute it is, in the case of refuse, securely wrapped or, in the case of tins or other containers, completely drained, or, in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines and subclause (e), and
  - (b) must promptly remove any thing which the owner, occupier may have spilled in the area of the garbage chute and must take such action as may be necessary to clean the area or areas within which that thing was spilled, and
  - (c) must ensure that any refuse or waste materials deposited in the garbage chute are sufficiently packed or compacted so as to clear the chute entry and allow the chute door to fully close after use, and
  - (d) any waste materials that are larger than the garbage chute aperture must be treated as provided in subclause (a) and be deposited in the waste bin storage room off the entry driveway, and
  - (e) any recycle materials must be deposited in the recycle bins provided by the Owners Corporation in accordance with the recycling instructions issued by the Kogarah Municipal Council, and
  - (f) the executive committee of the Owners Corporation may decide whether to locate the recycle bins in the 'recycle rooms' on each residential level or in the waste storage area off the entry driveway, and
  - (g) If a decision is taken to locate the recycle bins anywhere other than in the 'recycle rooms' on each residential level, then the 'recycle rooms' may be securely locked and used for other purposes that are of benefit to the owners of the strata scheme.

**16 Keeping of animals**

- (1) Subject to section 49 (4), an owner or occupier of a lot must not, without the prior written approval of the Owners Corporation, keep any animal (except a small caged bird, or fish kept in a secure aquarium on the lot) on the lot or on the common property.
- (2) If the Owners Corporation consents to the keeping of an animal (other than that described in subclause 1) on the lot or the common property, the Owners Corporation may grant its consent on such conditions that it may think reasonable in its absolute discretion and in all events the provisions of By-Law 16(3) hereunder shall apply.

- (3) In the event that an owner or occupier of a lot upon which an animal is kept, after notice, consistently fails to comply with any conditions imposed by the Owners Corporation pursuant to By-Law 16(2) then the Owners Corporation may terminate the right of the owner or occupier to keep an animal.

**17 Appearance of lot**

- (1) The owner or occupier of a lot must not, without the prior written approval of the Owners Corporation, maintain within the lot anything visible from outside the lot that, viewed from outside the lot, is not in keeping with the rest of the building.
- (2) This by-law does not apply to the hanging of any washing, towel, bedding, clothing or other article as referred to in By-law 10.

**18 Change in use of lot to be notified**

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

**19 Preservation of fire safety**

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

**20 Prevention of hazards**

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

**21 Provision of amenities or services**

- (1) The Owners Corporation may, by special resolution, determine to enter into arrangements for the provision of the following amenities or services to one or more of the lots, or to the owners or occupiers of one or more of the lots:
  - (a) security services,
  - (b) commercial cleaning,
  - (c) domestic services,
  - (d) garbage disposal and recycling service,
  - (e) telecommunication service (in addition to satellite already provided)
- (2) If the owners' corporation makes a resolution referred to in subclause (1) to provide an amenity or service to a lot or to the owner or occupier of a lot, it must indicate in the resolution the amount for which, or the conditions on which, it will provide the amenity or service.

**22 Use of Facilities**

**(1) Satellite Television**

- (a) Satellite television reception equipment has been installed in the strata scheme building and signals from this equipment are transmitted to each residential unit. The first year of service in respect of some foreign language services has been provided by the original owners.
- (b) Beyond the first year of service the Owners Corporation is empowered to renew such services as have been established or to engage in contracts for the provision of alternative or additional satellite television services as may be decided by the owners in general meeting.
- (c) Any additional equipment required to attach additional services must be consented to by an amendment to this by-law or by an additional by-law.



**(2) Furniture**

An owner or occupier of a lot shall not, without the approval in writing of the Owners Corporation, remove any items of furniture or furnishings from any area of the common property in which the same have been placed by or upon the direction or authority of the Owners Corporation and shall take reasonable precautions in relation to the use of such items to ensure that they are not damaged or otherwise rendered unsuitable for their intended use.

**(3) Common Rooms**

(a) The Owners Corporation is permitted to lock off and restrict access to the common rooms located at the north western end of the lower ground level and to the common room located at the north eastern end of the lower ground level.

(b) In respect of the common rooms located at the north western end, the Owners Corporation is permitted to enter into short term (not exceeding 48 hours) exclusive use agreements with owners or occupiers of the strata scheme on whatever terms it deems acceptable.

(c) In respect of the common room located at the north eastern end, the Owners Corporation is permitted to enter an exclusive use agreement with owners or occupiers of the strata scheme on whatever terms it deems acceptable.

(d) The Owners Corporation may make a decision as to the use to which the subject common rooms are put provided that:

(i) An owner or occupier shall not:

Make use of the common rooms in such a manner so as to exclude the use of these rooms or facilities by other owners or occupiers at any given time, unless an 'exclusive use agreement' referred to in subclause (3)(b) is granted by the Owners Corporation;

II whilst using the rooms and any facilities provided therein create any or allow any noise or other disturbance to be created which is likely to interfere with the peaceful enjoyment of the owners or occupiers of other lots or common property in the strata scheme, or

III use the common rooms for the preparation or service of food unless consent in writing is granted by the Owners Corporation.

(ii) In relation to the use of the common rooms, an owner or occupier of a lot shall ensure:

That their invitees do not use the same unless they or another owner or occupier accompanies them;

II all of the common rooms and facilities to be left in a clean and tidy state and that any waste materials are removed to the central waste collection areas.

III that children are not permitted to use the common rooms and facilities unless under the direct supervision of an adult owner or occupier.

(iii) In relation to the use of the common rooms or facilities provided, the Executive Committee of the Owners Corporation shall from time to time, in its absolute discretion, make a determination as to the maximum number of invitees of any one owner or occupier to be permitted to use the common rooms or facilities at any one time.

**23 General**

- (1) An owner or occupier of a lot shall as soon as practicable after becoming aware of any defect in the common property or any personal property vested in the Owners Corporation, or of any accident therewith, give notice of the Owners Corporation.
- (2) All complaints or applications to the Owners Corporation or its Executive Committee shall be addressed in writing to the Secretary or Strata Managing Agent
- (3) Any consent or approval given by the Owners Corporation pursuant to the By-Laws shall, if practicable, be revocable and may be given subject to conditions, including but without limiting the generality of the foregoing a condition evidenced by a minute of a resolution that the owner or occupier for the time being of the lot to which the consent of approval relates shall be responsible for compliance with the terms of such consent or approval.

#### 24 Alterations & Additions to Fire Doors

##### (1) Definitions

- (a) The following terms are defined to mean:
  - (i) 'Fire Door' means the common property entrance door/s to each lot in the strata scheme including all attached locks, door handles, door frames and other ancillary structures.
  - (ii) 'Original Condition' means the condition at the date of registration of the strata scheme.
- (b) Where any terms used in this by-law are defined in the Strata Schemes Management Act 1996, they will have the same as those words are attributed under that Act,

##### (2) Duties of Owners

- (a) Notwithstanding by-law 5 of Schedule One of the Strata Schemes Management Act 1996, an owner or occupier of a lot must not
- (b) replace or make any alterations or additions to the Fire Door that gives access to the owner's or occupier's lot (including, but not limited to the replacement of locks) without first obtaining the written approval of the Owners Corporation; and
- (c) make any alterations or additions to a Fire Door that gives access to the owner's or occupier's lot that is in breach of the fire regulations under the Building Code of Australia.

##### (3) Liability

- (a) An owner of a lot will be liable for any damage, alteration or addition made or caused to a Fire Door by the owner without the written approval of the Owners Corporation, and will reinstate the Fire Door to its original condition immediately after it has occurred.
- (b) An owner of a lot will also be liable for any damage, alteration or addition made or caused to a Fire Door by the occupier or lessee of that owner's lot without the written approval of the Owners Corporation, and will reinstate the Fire Door to its Original Condition immediately after it has occurred.

##### (4) Indemnity

An owner of a lot must indemnify the Owners Corporation against any loss or damage the Owners Corporation suffers as a result of any damage, alteration or addition made or cause to a Fire Door by the owner or the occupier or lessee of the owner's lot including liability under section 65(6) in respect of any property of the owner.

##### (5) Right to Remedy Default

[If an owner or occupier of a lot fails to comply with this by-law, then the Owners Corporation may:

- (a) carry out all work necessary to perform the obligation;
- (b) enter upon any part of the parcel to carry out that work; and

- (c) recover the costs of carrying out that work as a debt from the owner of the lot

## 25 Security

- (1) An owner or occupier of a lot in the strata scheme and any person authorised by them from time to time is entitled to the use of the common property foyers, hallways, stairways, driveways footways, elevators and other pedestrian or vehicular accessways or areas that are required to permit access any part of the owner or occupiers lot
- (2) An owner or occupier of a lot in the strata scheme and any person authorised by them from time to time is entitled to the use of the common property shared facilities subject to the conditions set out in the by-laws,
- (3) Unless authorized by the Owners Corporation an owner or occupier of a lot in the strata scheme any person is not permitted to use the common property foyers, hallways, stairways, driveways, ~~lot~~ways, elevators and other pedestrian or vehicular accessways or areas that are not required to permit access any part of the owner or occupiers lot or any other areas referred to in subclause 2.
- [4] The Owners Corporation is entitled to install and maintain electronic security access control equipment to restrict access to areas referred to in subclause 3.
- (5) The owner or occupier of a lot in the strata scheme who has access to areas controlled by electronic security access control equipment is permitted to obtain additional or replacement, security keys, tags or cards (hereinafter referred to as device/s) that permit access to the areas referred to in subclause 3, all such devices shall be identified by an original serial number imprinted by the contracted supplier.
- (6) If an owner or occupier of a lot in the strata scheme requires additional or replacement security devices referred to in subclause S, then:
  - (a) The owner of the subject lot must make application in writing to the Owners Corporation for the required devices and must pay to the Owners Corporation the fee for each device/s being \$85.00 for each device;
  - (b) upon making an application for the device/s referred to in subclause 6.a, an owner must quote the serial number/s of the original device/s held by them;
  - (c) in the event that an owner making an application for the device/s referred to in subclause 6.a is unable to provide the serial number/s of the original device/s then all costs incurred in determining such number/s shall be to the account of that owner;
  - (d) the Owners Corporation shall not be responsible for any costs that may be incurred by delays in providing additional or replacement security devices referred to in this By-Law;
  - (e) the executive committee may make a determination as to the maximum number of security devices that may be issued to any one lot owner at any time, such number being not less than two.

## 26 Contributions by original owner

The Owners Corporation is empowered to enter into an agreement with the original owner and developer of the strata property which provides for the original owner to make financial contributions to the Owners Corporation over a three year period from the date of the first due levy contribution by the owners.

- (a) The Owners Corporation is permitted to apply the financial contributions (after paying all due taxes in respect of the contributions) to the Administration Fund in support of the operating costs of the strata scheme; or
- (b) the Owner Corporation may, by special resolution, decide to apply part or all of the financial contributions to the acquisition of property (but not including real property) for the benefit of the owners;
- (c) the executive committee of the Owners Corporation is permitted to commission professional taxation consultants to advise on income and any other tax liabilities that may arise in respect of the proceeds of the agreement which is the subject of the by-law.

## 27 Treatment of Mould

- [1] Pursuant to section 62 (3) of the act the Owners Corporation has determined that it is inappropriate to maintain, renew, replace or repair any part of the common property building structure or building appurtenances that may, by virtue of design, location or disposition, not be inimical to the accumulation of moisture in a the accommodation areas of a lot in the strata scheme and where said moisture may be contnbuting to mould growth in any part of the lot, provided that:
  - (a) There are no fundamental flaws in the construction of the building or appurtenances that are the cause of direct transmission of moisture from an external source into any part of a lot in the strata scheme;
  - (b) no fundamental failure of the building structure of appurtenances has occurred that is contributing to the direct transmission of moisture from an external source into a lot envelope;
  - (c) the Owners Corporation has taken reasonable steps to ensure that the conditions referred to in subclauses a) and b) do not exist
- [2] If an owner of a lot in the strata scheme that has been effected by mould growth in their lot may be able to mitigate the accumulation of moisture by the application certain treatments or fitting of certain apparatus to the building structure or appurtenances. The Owners Corporation may, at its absolute discretion, permit the application of such treatments or the fitting of apparatus provided that in all respects the principles of By-Law 5 (Damage to Common Property), subclauses 3, 4, & 5 are complied with and that no claim is entered on the Owners Corporation In respect of the cost of any such applications or fitments.

## 28 Settlement Cracks

- (1) Pursuant to section 62(3) of the Act, the Owners Corporation has resolved that it is inappropriate to maintain, renew, repair or replace any part of the common property walls or ceilings, including any decorative or finishing materials affixed to those surfaces, within any lot space in the strata scheme provided that:
  - (a) any damage or defect is limited to settlement or shrinkage cracks that do not affect the structural integrity of the building;
  - (b) damage has not been caused by an insurable event;
  - (c) damage has no material effect upon the utility of a lot
- [2] Any dispute arising from a determination made by the Owners Corporation pursuant to subclause 1(a) must be referred to a qualified structural engineer as to whether the subject damage compromises the structural integrity of the building or otherwise.
- (3) Any professional costs arising from the appointment of a qualified structural engineer or other professional pursuant to clause 2 shall be borne by:
  - (a) the Owners Corporation where a structural defect is evidenced; by the owner of the lot with whom the dispute has arisen where no defect is evidenced.

## 29 Surveillance Cameras

"The Owners Corporation, in addition to the functions conferred upon it by or under the Strata Schemes Management Act 1996 (NSW) and the By-Laws applying to the strata scheme (and without limiting the generality thereof) shall have the power and authority to undertake and effect the following:

- (a) To purchase and install two (2) surveillance cameras to service the main vehicular entry;
- (b) the maintenance, repair, renewal and replacement of the surveillance cameras from time to time.

## 30 Exclusive use (Awning Lot 4)

- (1) The owners for the time being of lot 4 in the strata scheme is conferred with the right to install an awning to provide shade and protection from sun and weather to the courtyard and open spaces of a lot and all associated equipment wherever located) (hereinafter referred to as the "awning") to service the owners of lot 4 within the strata scheme subject to the following terms and conditions:

- (a) The owners of lot 4 must submit comprehensive plans and diagrams including colour and material samples of the proposed Installation to the secretary or strata managing agent of the strata scheme not less than fourteen (14) days before the awning is to be installed;
- (b) the awning shall not be, or become, or in any way be construed to be common property and shall always remain the sole property of the owners of lot 4
- (c) the style, design and finish of the awning shall be consistent with the architectural theme established throughout the remainder of the strata scheme buildings and shall not detract from the overall appearance of the property;
- (d) the owners of lot 4 must obtain all necessary permits, licenses or consents required by local authority or other statutory or lawful authority for such installation;
- (e) the installation or the awning must be effected in a workmanlike manner by licensed and insured tradespersons;
- (f) the awning must not interrupt the free flow of air or unreasonably shadow any other lot or the common property or generally interfere with access to the common property by any owner or occupier of a lot in the strata scheme or any person lawfully using the common property;
- (g) any damage to common property that occurs during, or results from, the installation or subsequent removal or replacement of, or use of, the awning must be forthwith made good by the owners of lot 4 at no cost to the Owners Corporation;
- (h) the awning must be maintained in good working order and condition by the owners of lot 4 without claim on the Owners Corporation in respect of such maintenance;
- (i) the owners of lot 4 shall inform the secretary or strata managing agent of the scheme not later fourteen (14) days before the awning is to be replaced or renewed;
- (j) all paint, stain and trim finishes applied to the awning shall be, and shall always remain, consistent with the materials and finishes in use throughout the remainder of the strata scheme at no cost to the Owners Corporation;
- (k) any costs associated with permitting such consent for the installation shall be at the expense of owners of lot 4 and at no cost to the Owners Corporation;
- (l) It is acknowledged that any benefit and burden flowing from this approval shall flow to any future owners of lot 4;
- (2) In the event that the owners of lot 4, after notice, fails to comply with any matters set out in conditions (a) to (l) hereof then the Owners Corporation may terminate the right of the owners of lot 4 to install such awning;

### 31 Door locking

Pursuant to section 62 (3) of the Strata Schemes Management Act 1996, the proprietors for the time being of all lots in the strata plan shall be wholly responsible for the proper maintenance, replacement and insurance of any locking mechanism fitted to any door, window, or other opening on the boundary of any part of their lot

### 32 Architectural Code - Enclosure of Balcony

Each owner for the time being of each lot in the strata scheme are granted consent to enclose their balcony off the living area (hereinafter referred to as 'the enclosure') subject to the following terms and conditions.

- (a) The glass facing to Railway Parade must be 6.38 bronze of Australian Standard 1288 and the glass facing to Empress Lane must be 6.38 clear of Australian Standard 1288. The frame is 'Capral' aluminium 400 series and the colour of the frame is 'Patina'.
- (b) The owners of any lot proposing to enclose the balcony must submit comprehensive plans and diagrams of the proposed enclosure to the

secretary or strata managing agent of the strata scheme not less than fourteen (14) days before the enclosure is to be undertaken.

- (c) The enclosure shall not be, or become, or in any way be construed to be common property and shall always remain the sole property of the owner for the time being of the lot which it services;
- (d) The style, design and finish of the proposed enclosure shall be consistent with the architectural theme established throughout the remainder of the strata scheme buildings and shall not detract from the overall appearance of the property
- (e) Each owner for the time being of each lot must obtain all necessary permits, licenses or consents required by local authority or other statutory or lawful authority for the enclosure;
- (f) The enclosure must be affected in a workmanlike manner by licensed and insured tradespersons;
- (g) The enclosure must not interrupt the free flow of air or unreasonably shadow any other lot or the common property or generally interfere with access to the common property by any owner or occupier of a lot in the strata scheme or any person lawfully using the common property;
- (h) Any water penetrating into the lots and any damage to common property that occurs during, or results from, the enclosure or subsequent removal or replacement of, or use of, the enclosure must be forthwith made good by the owner for the time being of the lot which it services no cost to the Owners Corporation;
- (i) All paint, stain and trim finishes applied to the enclosure shall be, and shall always remain, consistent with the materials and finishes in use throughout the remainder of the strata scheme at no cost to the Owners Corporation;
- (j) The enclosure must be maintained in good working order and condition by the owner for the time being of the lot which it services without claim on the Owners Corporation in respect of such maintenance;
- (k) It is acknowledged that any benefit and burden flowing from this approval shall flow to any future owners for the time being of the lot which it services.
- (l) Any cost associated with the installation of the enclosure shall be at the expense of each lot owner in which the enclosure services at no cost to the Owners Corporation (including any fees and installation cost).

### 33 Fixtures inside the lot

#### (1) Definitions

- (a) In this bylaw, unless the context indicates otherwise, the following terms and expressions are defined to mean:
  - (i) "Act" means the Strata Schemes Management Act 1996 (NSW);
  - (ii) "Lot" means each lot in SP 63181;
  - (iii) "Owner" means the owner for the time being of the Lot;
  - (iv) "Fixtures" means, in relation to each Lot in the strata scheme, the following common property items:
    - I the balcony door;
    - II the intercom handset and
    - III ventilation fans;
- (b) Where any terms are used in this bylaw are defined in the Act they will have, unless the context indicates otherwise, the same meanings as those words have in the Act;

#### (2) Rights

The Owner is conferred with exclusive use and enjoyment of the Fixtures effective from the date of passing this bylaw SUBJECT TO the due observance and performance by the Owner with the following conditions and obligations:

(a) **Maintenance**

- (i) The Owner must maintain, repair, renew or replace the Fixtures;
- (ii) The Owner shall also maintain, repair, renew or replace the Fixtures when and in a manner reasonably required by the Owners Corporation;

(b) **Cleanliness**

The Owner shall properly clean and keep clean the Fixtures;

(c) **Strata Schemes Management Act**

Nothing in this bylaw shall be construed so as to relieve any Owner or occupier from the obligation to otherwise comply with the Act, the regulations and bylaws;

(d) **Repair Request**

If an Owner, Owner's agent or an occupant of a Lot requests the strata managing agent for the strata scheme to carry out any of the matters referred to in this bylaw, then following the carrying out of such matters the Owners Corporation may recover the *costs* of carrying out that matter from the Owner as an amount due from the Owner to the Owners Corporation;

(e) **Default**

If an Owner fails to comply with any obligation under this bylaw, the Owners Corporation may:

- (i) carry out all work necessary to perform that obligation;
- (II) enter upon any part of the parcel to carry out work; and recover the costs of carrying out that work from that Owner as an amount due from the Owner to the Owners Corporation;

(f) **Lapse**

This bylaw will have no force or effect unless all of the Owners in the strata scheme consent, in writing, to its passing by the Owners Corporation;

34 **Internal Fixtures**

- (1) This by-law is made for the purposes of managing, regulating and controlling the installation of Internal Fixtures which affect the common property and/or impact on an owner or occupier on a lot.
- (2) The Owner upon making a request to carry out Internal Fixtures on and in their lot, and on so much of the common property as is necessary, consents to terms and conditions imposed under this by-law.
- (3) For the purposes of this by-law, "Owner" means any owner or owners of a lot from time to time in strata plan no. 63181.
- (4) Each Owner has the right to install the following "Internal Fixtures", subject to the following conditions and Owners Corporation's rights •
  - (a) New bathroom, kitchen and/or laundry floor tiles (including waterproofing) on the lot
  - (b) New bathroom, kitchen and/or laundry wall tiles (including waterproofing) located on a common wall within the lot
  - (c) New bathroom, kitchen and/or laundry fixtures.
  - (d) Exhaust, heat fan, ventilation system and/or range hoods.
  - (e) False ceilings and/or insulation.
  - (f) Security grills and/or screen doors.
  - (g) Internal flyscreens for windows and/or doors.
  - (h) Internal blinds and/or shutters.

- (i) Locks and hinges (including balcony/sliding door hinges).
  - (j)** Fixtures to internal surfaces of common property walls.
  - (k)** New plumbing and/or electrical equipment and services
- (5) Where the Internal Fixtures installed under clause 5 of this by-law are visible from the outside of the scheme, the Internal Fixtures must be in a construction and colour scheme that matches the overall appearance of the building.
- (6) Where any Internal Fixtures covered under clause 5 of this by-law were installed by a Owner before this by-law was made, and no by-law has been made in respect of the Internal Fixtures installed, then any conditions of this by-law concerning repair and maintenance and liability and indemnity will also apply to those Internal Fixtures.
- (7) This bylaw applies in conjunction with any existing relevant by-laws of the scheme, however to the extent of any inconsistency with the existing registered by-laws, this by-law prevails.
- (8) Any fixtures as listed under clause 4 that were present at creation of the scheme is now the lot owners responsibility to repair and maintain regardless of whether they were
- (9) **Conditions**
- (a) *Before installing the Internal Fixtures***
    - (i) The Owner must notify the Owners Corporation at least 21 days before installing the Fixtures and obtain the prior written approval for the Internal Fixtures from •
      - the executive committee of the Owners Corporation; and
      - II the relevant consent authority under the Environmental Planning and Assessment Act 1979 (if required); and
      - III any other relevant statutory authority whose requirements apply to installing the Internal Fixtures.
    - (ii) The Owner must submit to the Owners Corporation the following documents relating to installing the Internal Fixtures prior to obtaining written approval from the Owners Corporation:
      - plans and drawings;
      - II specifications of work; and/or
      - III any other documents reasonably required by the Owners Corporation.
    - (iii) The Owner must ensure that any party carrying out the Internal Fixtures effects and maintains contractors all Internal Fixtures insurance, workers compensation insurance and public liability insurance in the amount of \$10,000,000 and provides certificates of currency evidencing the insurance or request by the Owners Corporation.
    - (iv) The Owner must ensure that the Internal Fixtures installed comply with the standards as set out in the Building Code of Australia (BCA) current at the time the Internal Fixtures are installed.
  - (b) *Carrying out the Internal Fixtures***
    - (i) When carrying out the internal Fixtures, the Owner must:
      - transport all construction materials, equipment, debris and other material, in the manner reasonably directed by the Owners Corporation;
      - II protect all areas of the building outside their lot from damage by installing the Internal Fixtures or the transportation of construction materials, equipment, debris;
      - III keep all areas of the building outside their lot clean and tidy throughout the installation of the Internal Fixtures;



- IV only install Internal Fixtures at the times approved by the Owners Corporation or the standard hours as provided by the local authority;
- V not create noise that causes unreasonable discomfort, disturbance or interference with activities of any other occupier of the building
- VI remove all debris resulting from installing the Internal Fixtures immediately from the building; and
- VII comply with the requirements of the Owners Corporation by-laws and any relevant statutory authority concerning the installation of the Internal Fixtures.

(II) The Owner must ensure that the Internal Fixtures shall be done:  
in a proper and workman like manner and by duly licensed contractors; and

II in accordance with the drawings and specifications approved by the Owners Corporation and local council (if relevant)

(c) *After completing the Internal Fixtures*

The Owner must deliver to the Owners Corporation any documents reasonable required by the Owner Corporation in relation to the Internal Fixture installed by the Owner.

**(10) Repair and Maintenance**

- (a) The Owner must, at the Owner's cost properly maintain and keep the Internal Fixtures in a state of good and serviceable repair and must replace the Internal Fixtures (or any part of them) as required from time to time.
- (b) If the Owner removes the Internal Fixtures or any part of the Internal Fixtures installed under this by-law, the Owner must at the Owner's own cost, restore and reinstate the common property to its original condition.

**(11) Liability and Indemnity**

- (a) The Owner indemnifies the Owners Corporation against:
  - (i) any legal liability, loss, claim or proceedings in respect of any injury, loss or damage to the common property, to other property or person to the extent that such injury, loss or damage arises from or in relation to the Internal Fixtures;
  - (ii) any amount payable by way of increased insurance premiums by the Owners Corporation as a direct result of the Internal Fixtures;
  - (iii) any amount payable by way of increased fire safety compliance or local authority requirements as a direct result of the Internal Fixtures; and
  - (iv) liability under section 65(6) of the Strata Schemes Management Act 1996 in respect of repair of the common property attached to the Internal Fixtures.
- (b) Any loss and damage suffered by the Owners Corporation as a result of installing and using the Internal Fixtures may be recovered from the Owner as a debt due to the Owners Corporation on demand with interest at the rate of 10% per annum until the debt is paid.
- (c) To the extent that section 62(3) of the Strata Schemes Management Act 1996 is applicable, the Owner's Corporation determines it is inappropriate for the Owners Corporation to maintain, renew, replace or repair the Internal Fixtures under this by-law.

**(12) Breach of By-law**

The Owners Corporation reserves the right to take action against the Owner to replace the Internal Fixtures or remediate any loss or damage to the common property of the Owners Corporation caused by the Owner's breach of the conditions in this by law, if the Owner's breach is not rectified within a reasonable time after a request is made by the Owners Corporation to rectify the breach.

### 35 Fire alarms and recovery of costs

- (1) The owner or occupier of a lot must not do anything, or permit any visitors to that lot to do anything, in or on the lot or anywhere in the building that interferes with, impedes or affects, or is likely to interfere with, impede or affect, the operation of Fire Safety Equipment, or reduce the level of fire safety in the lot or anywhere else in the building, including without limitation interference with any smoke detector or smoke alarm installed in the lot or the building or use of or interference with any fire hydrant or any other fire fighting or Fire Safety Equipment except in the case of an emergency.
- (2) If as a result of the action or inaction of an owner or occupier of, or their invitee to, a lot in the strata scheme, the attendance occurs at the strata scheme of any of the Fire Brigades of NSW, the Police Service (NSW), the Ambulance Service of NSW or any other person in connection with the provision of a Utility Service in or to the strata scheme and, as a result of that attendance, a charge is imposed on the Owners Corporation, the Owners Corporation may recover the amount of that charge from the owner of the lot as a debt due and payable by that owner.
- (3) If any part of the Fire Safety Equipment is damaged or altered in any way by the action or inaction of an owner or occupier of, or visitor to, a lot in the strata scheme, the Owners Corporation may, subject to the Act, recover from the owner of the lot as a debt due and payable by that owner, the costs incurred by the Owners Corporation in rectifying the damage.
- (4) For the avoidance of doubt, attendances referred to in clause (2) and damages referred to in clause (3) include attendances by or damage caused by the Fire Brigade of NSW resulting from a telephone call to the Fire Brigade or emergency services, the setting off of a smoke alarm, or an alert from any fire protection system located within the strata scheme.
- (5) In this by-law:
  - (a) "Act" means the Strata Schemes Management Act 2015 and includes any amendment, consolidation, modification, re-enactment or reprint of that Act or Regulation or provision thereof or any statute, proclamation, rule, code, regulation or ordinance replacing any of them.
  - (b) "Fire Safety Equipment" means the common property fire and smoke detection systems including water sprinklers, fire alarms, hydrants, fire extinguishers and fire proof doors installed in the lots and common property in accordance with legislative requirements or in the interests of safety at the strata scheme;
  - (c) "Utility Service" means any service associated with the provision of plumbing, electricity, gas, fire safety, security, cleaning or telecommunications (including cable television) services to the strata scheme.
  - (d) Where any terms are used in this by-law are defined in the Act they will have, unless context indicates otherwise, the same meaning as those words in the Act.

### 36 Garage Door Recovery of Costs

#### (1) Definitions and Interpretation

- (a) In this by-law:
  - (i) "Act" means the Strata Schemes Management Act 2015;
  - (ii) "Building" means the building located at 564 - 576 Railway Parade Hurstville, NSW 2220.
  - (iii) "Garage Door" means the shutter door located at the entrance of the garage which services the Building.
  - (iv) "Lot" means any lot in Strata Plan No. 631B1;

- (v) "Occupier" means the tenant, lessee, sub-lessee, licensee, sub-licensee or otherwise the occupier of a Lot (not being the owner of the Lot);
  - (vi) "Owner" means the owner for the time being of a Lot;
  - (vii) "Owners Corporation" means the Owners Corporation created by registration of Strata Plan No. 63181;
  - (viii) "Tribunal" means the NSW Civil and Administrative Tribunal.
- (b) In this by-law a word which denotes:
- (i) the singular includes plural and vice versa;
  - (ii) any gender includes the other genders;
  - (iii) any terms in the by-law will have the same meaning as those defined in the Act; and
  - (iv) references to legislation includes references to amending and replacing legislation.
- (c) If there is any inconsistency between this by-law and any other by-law applicable to the scheme, then the provisions of this by-law shall prevail to the extent of that inconsistency.

**(2) Liability and indemnities for damage to the Garage Door**

- (a) If an Owner or any of the Owner's invitees, guests, family, agents, servants, employees or contractors causes damage to or otherwise interferes with (whether wilfully or carelessly) the Garage Door then such Owner **will** be liable for all costs and expenses associated with the repair, replacement or renewal of the Garage Door.
- (b) If an Occupier or any of the Occupier's invitees, guests, family, agents, servants, employees or contractors causes damage to or otherwise interferes with (whether wilfully or carelessly) the Garage Door then such Occupier will be liable for all costs and expenses associated with the repair, replacement or renewal of the Garage Door.
- (c) An Owner is jointly and severally responsible and liable for any damage or interference (whether wilful or careless) to Garage Door caused by its Occupier or any of the Occupier's invitees, guests, family, agents, servants, employees or contractors and is liable for all costs and expenses associated with the repair, replacement or renewal of the common property.
- (d) The Owners Corporation may recover the cost of such damage or interference from the Owner as damages in a court of competent jurisdiction or the Tribunal (if it has jurisdiction) without first being required to take any court proceedings or steps to recover such costs and expenses from the said Occupiers, invitees, guests, family or contractors.
- (e) The Owner of a Lot must indemnify the Owners Corporation against any costs and expenses incurred by the Owners Corporation in repairing damage or interference to Garage Door that is caused by:
  - (i) the Owner or any of the Owner's invitees, guests, family agents, servants, employees or contractors; or
  - (If) the Occupier or any of the Occupier's invitees, guests, family, agents, servants, employees or contractors.

**(3) Obligation to enforce terms of lease**

- (a) By reason of operation of the Act there is an implied covenant by the lessee in a lease of a lot to comply with the by-laws of the strata scheme.
- (b) If a lessee of a lot breaches the by-laws of the strata scheme then such breach is also a breach of the lease. In the *event* of the lessee of a Lot breaching the by-laws of the strata scheme the Owner of the Lot must take such reasonable steps as are necessary to enforce the terms of the lease including by exercising all rights and remedies that may be available.
- (c) The obligations in clause 11 of this by-law do not interfere with or otherwise restrict the Owners Corporation's rights to enforce this by-law as against the lessee.

**(4) Failure to comply with this by-law**

- (a) Any liability of an Owner or Occupier to pay costs and expenses under this by-law or to indemnify such costs and expenses is due and payable within 14 days of written demand or at the direction of the Owners Corporation. If such debt, is not paid within 14 days It will bear simple interest at the annual rate of 10% per annum (accrued daily) until paid.
- (b) If an Owner or Occupier fails to comply with any obligation under this by-law, the Owners Corporation may recover as a debt the costs and expenses from the Owner or Occupier together with any interest payable and the legal costs and expenses of the Owners Corporation on an indemnity basis incurred in recovering those amounts (and include reference of that debt on levy notices and any other levy reports or information).
- (c) Nothing in this by-law restricts the rights of or remedies available to the Owners Corporation as a consequence of a breach of this by-law.

**Special By-law 1 - Minor Renovations by Owners - Delegation of Functions**

- (a) 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) RESOLVES to delegate its functions to the strata committee in accordance with the by-law made in **Error! Reference source not found.**

**Special By-law 2- Damage and Injury Caused by Items Placed on Common Property**

**1 Damage and Injury Caused by Items Placed on Common Property**

An owner or occupier of a lot within the strata scheme must not leave any object, item or the like on common property that is likely to cause damage to the common property, or personal injury to the owners, occupiers and visitors within the strata scheme.

**2 Methods and procedures**

**2.1 Indemnity**

An owner or occupier of a lot who breaches clause 1 will indemnify the owners corporation immediately on demand for any damage, cost, loss, claim, demand, suit or liability howsoever incurred by or brought against the owners corporation in connection with clause 1, except to the extent that such damage, costs, loss, claim, demand suitor liability is caused by the negligent act or omission of the owners corporation or of its agents, employees or contractors.

**2.2 Acting through others**

Except as otherwise provided herein, a person may exercise a right granted to them hereunder, or meet an obligation imposed upon them hereunder, by their servants, agents, or contractors, however that person:

- (a) will not by reason only of so doing be released from that obligation, or release that right; and
- (b) is liable for the acts or omissions of those servants, agents or contractors as fully as if they were those servants, agents or contractors and those acts or omissions were theirs.

**2.3 Liability for occupiers and invitees**

Except as otherwise provided herein:

- (a) An owner or occupier of a lot must ensure, and must use their best endeavours to ensure, that their invitees, agents, contractors or employees (and, in the case of an owner, any occupier of their lot) comply with any obligations that they have hereunder, or [so far as those obligations are capable of such application) which they would have if those persons were owners or occupiers of lots.

- (b) An owner or occupier of a lot is liable for the acts or omissions of their invitees in breach hereof (and, in the case of an owner, any occupier of their lot) as fully as if those persons were that owner or occupier and those acts or omissions were their's

#### 2.4 Exercise of care, skill and compliance with law

Except as otherwise provided herein, a person must, in exercising a right granted to them hereunder, or in meeting an obligation imposed on them hereunder:

- (a) exercise due care and skill; and
- (b) do so in accordance with any applicable law.

#### 2.5 Obligation to do work to remedy breach

An owner or occupier of a lot is required to do any work necessary to remediate any breach by them hereof, including without limitation work to:

- (a) comply with the obligation breached;
- (b) repair any damage caused to the property;
- (c) clean any rubbish, dirt, debris, or staining caused to the property;
- (d) rectify any fault, malfunction or defect caused to any system, service, appliance or apparatus in the property; and
- (e) remediate a breach or non-compliance with any applicable law or the requirements of any Authority affecting the property and caused by that breach.

For the purposes of this clause 2.5 a reference to property includes the common property or personal property vested in the owners corporation.

#### 2.6 Conditions attaching to remedial work

An owner or occupier of a lot who is required to do work under clause 2.5 must, except as may be provided otherwise herein:

- (a) prior to undertaking such work, and upon completion of the work, notify the owners corporation in writing;
- (b) ensure that such work is done within 1 week from the breach requiring remediation, except to the extent otherwise provided herein;
- (c) ensure that such work is done:
  - (i) in accordance with any applicable law and any other applicable requirement hereof; and
  - (ii) in a proper and workmanlike manner and exercising due care and skill.

**Note.** If an owner or occupier of a lot fails to do work hereunder the owners corporation may by law be entitled to do that work and recover the cost from that owner or occupier, or any person who becomes the owner of their lot

#### 2.7 Power to carry out work and recover costs

Within the meaning of section 120 of the Management Act, if;

- (a) work is required to be carried out by an owner or occupier of a lot under a term or condition hereof; and
- (b) that owner or occupier fails to carry out that work;

then the owners corporation may carry out that work and may recover the cost of carrying out that work from that owner or occupier, or any person who, after the work is carried out, becomes the owner of the lot

#### 2.8 Application of the Civil Liability Act 2002

- (a) Owners and occupiers of lots acknowledge and agree that:
  - (i) the provisions hereof make express provision for their rights, obligations and liabilities hereunder with respect to all matters to which the Civil Liability Act 2002 applies as contemplated by section 3A(2) of that act; and

- (li) to the extent permitted by law, that act does not apply in connection with those rights, obligations and liabilities.
- (b) Any provision hereof that is prevented by Part 2 of the Civil Liability Act 2002 is severed to the extent so prevented.

## 2.9 Recovery of amounts

Any amount due to the owners corporation in connection herewith is recoverable by the owners corporation as a debt and:

- (a) bears interest as if it was a contribution unpaid by the owner (or, if the liable person is not an owner of a lot, as if they were such an owner); and
- (b) may be recovered by the owners corporation as if it was a contribution unpaid by the owner (or, if the liable person is not an owner of a lot, as if they were such an owner), including as to:
  - (i) any interest payable; and
  - (ii) the expenses of the owners corporation incurred in recovering those amounts.

Note. The vote of an owner of a lot at a general meeting of the owners corporation may not count by law unless payment has been made before that meeting of amounts recoverable from the owner in connection herewith.

## 3 Definitions and interpretation

### 3.1 Interpretation

Except to the extent the context otherwise requires, or as is otherwise expressly provided, herein:

- (a) the terms "herein", "hereunder", "hereof" and "herewith" mean, respectively, in, under, of and with this by-law;
- (b) the singular includes the plural and vice versa;
- (c) headings, notes, explanatory notes and similar do not form part of these by-laws and do not affect the operation of these by-laws;
- (d) a reference to a document, includes any amendment, replacement or novation of it;
- (e) where any word or phrase is given a definite meaning, any part of speech or other grammatical form of the word or phrase has a corresponding meaning;
- (f) any reference to legislation includes any amending or replacing legislation;
- (g) where words "includes", "including", "such as", "like", "for example" or similar are used, they are to be read as if immediately followed by the words "without limitation";
- (h) where no time is specified for compliance with an obligation, that obligation must be complied with within a reasonable time;
- (i) any reference to legislation includes any subordinate legislation or other instrument created thereunder;
- (j) where two or more persons share a right or obligation hereunder, that right may be exercised, and that obligation must be met, jointly and severally;
- (k) where an obligation is imposed on a "person" hereunder, "person" does not include the owners corporation unless expressly provided otherwise; and
- (l) a term defined in the Management Act or Development Act will have the same meaning.

### 3.2 Functions of the owners corporation

- (a) Without limiting its other functions, the owners corporation has the functions necessary for it to discharge the duties imposed on it, and exercise the powers and authorities conferred on it hereby.
- (b) No provision hereof that grants a right or remedy to the owners corporation limits or restricts any other right or remedy of the owners corporation arising under any other provision of the by-laws of the strata scheme or otherwise at law.

### 3.3 Severability

- (a) To the extent that any term herein is inconsistent with the Management Act or any other Act or law it is to be severed and the remaining terms herein will be read and be enforceable as if so consistent
- (b) To the extent that any term herein is inconsistent **with** another by-law of the strata scheme, the provisions herein prevail to the extent of that inconsistency.

### 3.4 Definitions

Except to the extent the context otherwise requires, or as is otherwise expressly provided, herein:

common property means the common property in the strata

scheme; **Development Act** means the Strata Schemes Development

Act 2015; lot means a lot in the strata scheme;

Management Act means the Strata Schemes Management Act 2015;

occupier means:

- (a) the occupier of a lot, but only in relation to the lot occupied by that occupier;
- (b) where there is more than one occupier of that lot, means those occupiers jointly and severally, but only in relation to that lot; and
- (c) where there is more than one lot occupied by that occupier or occupiers, means that occupier **or** those occupiers (joint and severally) in respect of each such lot severally;

**owner** means:

- (a) the owner of a lot, but only in relation to the lot owned by that owner;
- (b) where there is more than one owner of that lot, **means** those owners jointly and severally, but only in relation to that lot; and
- (c) where there is more than one lot owned by that owner or owners, means that owner or those owners (joint and severally) In respect of each such lot severally;

owners corporation means the owners corporation created on registration of the strata plan;

**strata plan** means strata plan number 63181; and

**strata scheme** means the strata scheme relating to the strata plan.

## Special by-law 3 - Prohibition on the installation of new air-conditioning systems

### PART1 DEFINITIONS & INTERPRETATION

1.1 In this by-law:

- (a) **Air-conditioning** means any equipment or apparatus capable of cooling or heating air within a Lot which is:
  - (i) audible from outside the Lot;
  - (ii) requires or will require damage or alterations to common property, including without limitation penetrations through common property; or
- (ii) **will** occupy part of the common property.

For clarity, this excludes air circulating fans such as ceiling fans or free standing fans.

- (b) Lot means a lot in strata scheme 63181.
- (c) **Owner** or **Occupier** means the owner or occupier of a Lot from time to time.

1.2 In this by-law, a word which denotes:

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

## **PART 2 GRANT OF RIGHTS**

2.1 An Owner, Occupier or the Owners Corporations must not:

- (a) install any new Air-conditioning systems on their Lot or the common property; and
- (b) replace any existing Air-conditioning systems installed on Lot or common property, once they are no longer functional.

2.2 For clarity, this by-law does not discharge an Owners, Occupiers or the Owners Corporations duties to repair and maintain existing Air-conditioning units in the building.

### **Special By Law 4 – Parking & Tow-Away**

That the Owners Corporation specially resolves, pursuant to Section 141 of the Strata Schemes Management Act 2015 to create an additional by-law with the following terms:

#### 1. Introduction

(a) This by-law sets out rules concerning the parking of vehicles on the common property and the supplying of information about vehicles parked within the strata scheme.

(b) Each Owner and Occupier must comply with this by-law.

(c) If an Owner or Occupier does not comply with this by-law the Owners Corporation may take action against them including issuing notices and recovering the costs of doing so as a liquidated damage.

#### 2. Definitions & Interpretation

2.1 In this by-law:

- (a) "Common Property" means the common property for the Strata Scheme.
- (b) "Development Act" means the Strata Schemes (Freehold Development) Act 1973.
- (c) "Executive Committee" means the executive committee of the Owners Corporation.
- (d) "Fee" means the amount fixed by the Executive Committee from time to time being a genuine pre-estimate of the cost to the Owners Corporation of issuing the Notification or the Information Notice and the loss of use of the relevant Visitor Car Parking Space, being estimated at \$165.00 including GST as at the date of this by-law unless otherwise determined.
- (e) "Information Notice" means a notice to an Owner or Occupier requiring that the Vehicle Information be provided within 14 days.
- (f) "Lot" means a Lot within the Strata Scheme.
- (g) "Management Act" means the Strata Schemes Management Act 2015.
- (h) "Notification" means:
  - (a) an adhesive or other sticker or written notification to be placed on a Vehicle; or
  - (b) a letter addressed to the Owner or Occupier of a Lot, in a form approved from time to time by the Executive Committee requesting removal of an Offending Vehicle and notifying a breach of this by-law.
- (i) "Occupier" means an Occupier of a Lot within the Strata Scheme and includes, without limiting the generality of the foregoing, lessees and licensees but does not include a tradesperson performing work, an invitee or a casual visitor to the strata scheme.
- (j) "Offending Vehicle" means a Vehicle parked contrary to this by-law.
- (k) "Owner" means the Owner of a Lot.
- (l) "Owners Corporation" means the Owners Corporation for the Strata Scheme.
- (m) "Strata Legislation" means the Development Act and the Management Act.
- (n) "Strata Managing Agent" means a strata managing agent appointed to the Strata Scheme pursuant



to the Management Act.

(o) "Strata Plan" means the strata plan for the Strata Scheme.

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

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

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

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

2.2 In this by-law:

(a) headings have been inserted for guidance only and do not affect the interpretation of this by-law,

(b) references to any statutory or like provisions include any statutory or like provisions amending, consolidating or replacing the same, and all by-laws, ordinances, proclamations, regulations, rules and other authorities made under them, words importing the singular number include the plural and vice versa,

(c) words importing the masculine, feminine or neutral gender include both of the other two genders,

(d) where any word or phrase is given a definite meaning any part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning,

(e) where any decision needs to be made by the Owners Corporation that decision may be made by the Executive Committee unless the decision would constitute a decision on any matter or type of matter that the Owners Corporation has determined in general meeting is to be decided only by the Owners Corporation in general meeting or is a decision which can only be made by the Owners Corporation in general meeting pursuant to the Strata Legislation,

(f) any expression used in this by-law and which is defined in the Strata Legislation will have the same meaning as that expression has in that legislation unless a contrary intention is expressed in this by-law,

(g) if there is any inconsistency between this by-law and any other by-law applicable to the Strata Scheme (including by-law 2), then the provisions of this by-law will prevail to the extent of that inconsistency, and

(h) the terms of this by-law are independent of each other. If a term or sub-clause in this by-law is deemed void or unenforceable, the by-law as a whole will not be deemed unenforceable.

### 3. No Parking on Common Property by Owners and Occupiers

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

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

Owner must:

(a) not allow any Occupiers of the lot, including the Owner's lessees or tenants, to park, stand or place any Vehicle on the common property, and

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

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

An Owner or Occupier of a lot must:

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

6. No Parking on Common Property by Outsiders

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

7. Consequences of a Breach

(a) In the event that an Owner or Occupier of a lot breaches any of clauses 3-7 in this by-law, the Owners Corporation may:

(i) place a Notification on the offending Vehicle or send a Notification to the relevant Owner or Occupier, the Notification which may be in the form annexed in this by-law, and may be prepared and sent on the Owners Corporation's behalf by its solicitor or Strata Managing Agent; and

(ii) issue more than one Notification throughout the duration of the breach of this by-law (but it must not act unreasonably when doing so), and

(iii) move, reposition or remove (including by towing) the Offending Vehicle; and

(iv) recover the following amounts as a debt to the Owners Corporation:

(1) the Fee for each occasion a Notification is placed on an Offending Vehicle or sent to an Owner or Occupier, or the Fee for each time an Information Notice is sent to an Owner or Occupier, and

(2) the cost of moving, repositioning or removing (including by towing) the Offending Vehicle in accordance with clause 8(a)(iii); and

(3) the expenses incurred by the Owners Corporation pursuant to clause 12.

(b) For the avoidance of doubt, if the Owners Corporation issues more than one Notification throughout the duration of a breach of this by-law, it may recover as a debt from the Owner or Occupier in breach of this by-law the administrative cost multiplied by the number of Notifications it issues.

(c) The following persons, being Owners or Occupiers in the Strata Scheme, are liable to pay to the Owners Corporation as a debt the amounts referred to in clause 8(a)(iv) and, if more than one person, they will be jointly and severally liable:

(i) the person who parked the Offending Vehicle;

(ii) any person who owns or has a legal interest in the Offending Vehicle; (iii) the person entitled to control the use of the Offending Vehicle; and

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

## 8. Invoicing

(a) The Owners Corporation may issue an invoice to any person referred to in clause 8(c) for any amount due under this by-law. Where the person to whom the invoice is sent is an Owner or Occupier who has notified the Owners Corporation of an address for service in accordance with the provisions of the Management Act, that invoice may be sent to that address.

(b) Notwithstanding subparagraph 9(a), any debt which arises pursuant to this by-law is due and owing to the Owners Corporation whether or not an invoice is served on the person or persons liable for payment.

## 9. Interest

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

## 10. Recovery

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

## 11. Recovery of Expenses

(a) The Owners Corporation may recover all of its expenses, of any type whatsoever, incurred in the recovery of any debt due under this by-law from any person liable for that debt on an indemnity basis including but not limited to:

(i) all amounts payable by the Owners Corporation to the Strata Managing Agent; (ii) the

cost of issuing an invoice for the debt; and

(iii) all legal costs incurred in connection with the recovery of the debt.

(b) The Owners Corporation will also be entitled to recover as a debt due by a person liable to make any payment under this by-law, the expenses of recovering any expenses for which that person is liable under this by-law.

(c) Any expense of the Owners Corporation which is recoverable pursuant to this by-law will become due and payable at such time as the Owners Corporation becomes liable to pay the expense.

(d) Any invoice issued by the Owners Corporation or the Strata Managing Agent stating the amount recoverable by the Owners Corporation as a debt from the Owner or Occupier and the amount of interest due thereon, will be prima facie evidence of the matters set out in that invoice.

(e) The Owners Corporation is entitled to recover expenses under this by-law in either the same action or a separate action from the one in which it seeks to recover any other amount due under this by-law.

## **SPECIAL BY LAW 4 Absolution of Maintenance- Lot Fixtures & Fittings**

### **Part 1- Introduction and intent**

(a) This By-law has been drafted from the NSW Land and Property Information memorandum AG600000 dated November 2011 which attempts to provide a guide to owners in determining the maintenance responsibilities for their scheme.

(b) The intent of the By-law is to provide definition of the maintenance responsibilities of the fixtures and fittings within a lot and any appliances that only service a single lot within the strata scheme.

The intent being that any fixture or fitting contained within the lot, whether specified in the By-law or not, or any appliance that only services one lot, whether specified in this By-law or not shall be deemed to



be the maintenance responsibility of the lot owner by virtue of the owners corporation absolving its maintenance responsibilities for same pursuant to section 106(3) of the Act.

(c) Any items specified in this By-law that is afforded cover for damage due to an insurable event by the owners corporation insurance policy shall still be protected by that insurance.

(d) At all times the owners corporation shall retain the maintenance responsibilities for the structural elements, integrity and general safety of the building.

Waterproofing shall also remain the owner's corporation responsibility, except where a lot owner has undertaken renovation within their lot that affects the waterproofed area/s

(e) The By-law does not confer any right upon a lot owner to install any items listed in this By-law as a fixture or fitting of a lot.

## **Part 2- Definitions**

In this By-law, unless the context otherwise requires or permits:

- (i) Act means the Strata Schemes Management Act 2015(NSW) or any amendment
- (ii) Lot means any lot in the strata plan
- (iii) Owner means the owner of the lot
- (iv) Owner Corporation means the owners corporation created by the registration of the strata plan
- (v) Internal Area means any areas within the envelope of a lot as defined by the strata plan
- (vi) Internal Pipe Work and Wiring means any pipe works or wiring that only services one lot, whether located on a common property or internal wall

In this By-law, unless the context otherwise requires

- (i) The singular includes plural and vice versa
- (ii) Any gender includes the other genders
- (iii) Any terms in the By-law will have the same meaning as those defined in the Act and
- (iv) References to legislation includes references to amending and replacing legislation.

## **Part 3- Terms and Conditions**

In accordance with section 106(3) of the Act, the owners corporation has deemed it inappropriate to repair, maintain, replace or renew any of the following items that are associated with the fixtures and fittings within an owners lot within the strata scheme.

### **3.1 Internal Areas**

All decorative finishes within a lot, including but not limited to

- i) All cornices
- ii) All skirting boards
- iii) All architraves and internal door jams
- iv) Wall tiles wherever located, including kitchen, bathroom and laundries
- v) Floor tiles wherever located, including kitchen, bathroom and laundries
- vi) False ceilings
- vii) Mezzanines, stairs and handrai
- viii) All paintwork and wall paper
- ix) The cleaning of mould throughout the lot where the causative factors are purely environmental
- x) Settlement cracks as defined under the Tolerance Guidance of Department of Fair Trading

### **3.2 Bathroom, Ensuities and Laundry areas**

All bathroom, ensuite and laundry fixtures and fittings, including but not limited to

- i) All taps and internal pipe works
- ii) Shower screens
- iii) Bathtub, including internal floor waste and drainage pipes
- iv) Sinks and hand basins including internal drainage pipes
- v) Cabinets and mirrors
- vi) Toilet pan, including cistern and internal waste pipes
- vii) All lights, light fittings and exhaust fans that only service the lot where located

### **3.3 Kitchen Areas**

All kitchen fixtures and fittings, including but not limited to

- i) All taps and internal pipe works
- ii) All internal wastes and drainage pipes, including connection to the common stack
- iii) Bench tops
- iv) Sinks and insinkers
- v) Ovens, stoves and cook tops
- vi) All lights, light fittings, exhaust fans and rangehood that only service the lot, wherever located, including ducting and external ventilation points.

### **3.4 Flooring Coverings**

- i) All carpet within the lot
- ii) All floor tiles, wherever located, including kitchen, bathroom, laundry and balcony tiles
- iii) All floor boards, whether it is floating or fixed

### **3.5 Balcony/Courtyard Areas**

- i) All tiles, pavers and decking
- ii) All handrails within the balcony or courtyard area
- iii) All awnings, pergolas, privacy screens or louvers, whether originally or installed by the lot owner subsequent to the registration of the strata plan
- iv) All plants and grassed areas within the balcony or courtyard
- v) The pruning, trimming or removal of a tree or trees, including damage caused by roots
- vi) Fences that divided two lots
- vii) All lights, switches, light fittings and wiring within the balcony or courtyard of the lot
- viii) Settlement cracks as defined under the Tolerance Guidance of Department of Fair Trading

### **3.6 Electrical fittings and Appliances**

- i) All lights and light fittings, including switches that service only one lot, including down lights and transformers that may be recessed in the ceiling
- ii) All electrical sockets and wall plates
- iii) Ceiling fans
- iv) Smoke detectors that only service one lot
- v) Alarm System that only service one lot
- vi) Electrical main and sub-main that services only one lot including fuses wherever located
- vii) Individual garage door motors
- viii) Intercom, telephone, television, cable television and internet wall plates and cabling that only services one lot, wherever located
- ix) Split system and ducted air conditioning system, including condenser units and all associated equipment wherever located that only service one lot

- x) Electrical or gas hot water heaters and all associated equipment that only service one lot, wherever located
- xi) Any general appliances such as dishwasher, microwave oven, clothes dryer or other that is designed to only service the lot.

### **3.7 Front Door, Balcony Doors, Windows and Garage Area**

- i) Supplying or replacing swipe tags, fobs, security passes, restricted keys or remote control units that operate the common entry doors and garage doors of the scheme
- ii) Automatic door closers
- iii) Any locking device including mail box lock or door furniture installed on the front and back doors, balcony doors and windows of the lot, whether installed originally or subsequently by the lot owner. All flyscreens and security screens/door fitted to the windows, doors and balcony doors or windows of the lot, whether installed originally or subsequently by the lot owner
- iv) Front Door, Garage Door/Cage, Storage Door/Cage and Balcony Doors, whether installed originally or subsequently by the lot owner

### **BY LAW - Special By-Law (Compensation to Owners Corporation)**

#### **A) Definitions**

- (i) The following terms are defined to mean:
  - 'Costs' includes any fine, charge, fee or invoice imposed on the Owners Corporation by a local council, other statutory or lawful authorities or any contractor or agent engaged by the Owners Corporation or lot owner.
  - 'Lot' means any lot in the strata plan.
  - 'Occupier' means the occupier of a Lot
  - 'Owner' means the owner/s of the Lot.
  - 'Owners Corporation' means the owners corporation created by the registration of strata plan
  - 'Owners Corporations Agents' means the Strata Managing Agent, Strata Committee or any contractor, legal counsel or other personnel engaged by the Owners Corporation.
  - 'Owners Agents' means any real estate agent, property manager or any contractor engaged by a lot owner or the occupant of the lot or visitors to the lot.
  - 'the Act' means the Strata Schemes Management Act 2015.
  - 'works' means any repair, maintenance, replacement, refurbishment undertaken at the strata scheme or any penalty imposed by public authority on the lot
- (ii) Where any terms used in this by-law are defined in the Strata Schemes Management Act 2015, they will have the same meaning as the terms attributed under that Act.

#### **B) Rights and Obligation of Owners**

- (i) A lot owner shall be liable to compensate the Owners Corporation for the costs of any works performed on lot property that is charged to the Owners Corporation by the Owners Corporations agents or the lot owners agents;
- (ii) A lot owner shall be liable to compensate the Owners Corporation for the costs of the Owners Corporation remedying a breach of a duty imposed by Chapter 4 of the Act.
- (iii) A lot owner shall be liable to compensate the Owners Corporation for the costs of the Owners Corporation successfully defending an adjudication, tribunal or other legal application made by a lot owner or for the costs debt recovery action initiated by the Owners Corporation or the Owners Corporations agents.
- (iv) Any costs imposed upon a lot owner in sub-clauses B)(i), (ii) & (iii) above shall be payable to the Owners Corporation whether the said items are arranged,
- (v) caused or initiated by the owner, occupier, owners agent or the Owners Corporation's agent.
- (v) In the event that a lot owner believes a charged imposed upon them pursuant to this By-law is unjust, the lot owner may request that the Owners



Corporation waive the charge by a resolution of the Owners Corporation at the next general meeting of the Owners Corporation.

- (vi) In the event the Owners Corporation rejects a request made by a lot owner pursuant to sub-clause B)(v) above, all charges imposed by this By-law shall stand.

**C) Rights, Powers and Obligations of the Owners Corporation**

The Owners Corporation shall have the following additional powers, authorities, duties, functions and obligations:

- (i) The Owners Corporation shall have the power to recover all costs outlined in clause B) above from a lot owner as a debt by way of a levy charged to the lot;
- (ii) The Owners Corporation must serve upon the owner a written notice of the contribution payable;
- (iii) The Owners Corporation may charge interest upon any contribution payable under this By-Law pursuant to section 85 of the Act;
- (iv) The Owners Corporation may initiate debt recovery proceedings for any contribution payable under this By-Law pursuant to section 86 of the Act;
- (v) All monies recovered by the Owners Corporation shall form part of the fund to which the relevant contribution belongs.

**BY LAW - Special by-law (Recovery of Costs )**

**1. Introduction**

The purpose of this by-law is to assist the owners corporation to better manage and administrate the strata scheme by prohibiting certain acts and enabling the owners corporation to recover certain costs.

**2. Damaging common Property and False Fire Alarms**

- 2.1 An owner or occupier must not trigger a false fire alarm.
- 2.2 An owner or occupier must not damage any common property in any way, by their acts or omissions.
- 2.3 Each owner must use all reasonable endeavours to ensure that their occupiers and invitees do not:
  - 2.3.1 trigger a false fire alarm; or
  - 2.3.2 damage common property

**3. Owners corporation's power in the event of a breach of this by-law**

If an owner or occupier breaches this by-law, the owners corporation may;

- 3.1 If the breach is of clause 2.1 or 2.3.1, recover from the person responsible the charge issue to the owners corporation for that false fire alarm; and
  - 3.2 If the breach is of clause 2.2 or 2.3.2, recover from the person responsible its costs or damages flowing from that breach, including:
    - 3.2.1 the cost of repairing the damaged common property; or
    - 3.2.2 any amount payable to the owners corporation's insurer, such as any excess or increased premiums,
- and the expenses of recovering those costs

#### 4. Recovery

- 4.1 A debt will be recoverable in the same manner as unpaid contributions by way of a levy charged to the lot.
- 4.2 A debt will, if not paid within a month of sending the invoice to the responsible person or notifying the responsible person of the debt, bear interest at the same as unpaid contributions under section 85 of Act.
- 4.3 The owners corporation may recover all of its expense of recovering a debt on an indemnity basis.
- 4.4 The owner/s of the lot will be responsible for the costs which the person responsible breach clauses 2.3.1 and 2.3.2,

#### 5. Interpretation

In this by-law:

- 5.1 **Act** mean the Strata Scheme Management Act 2015
- 5.2 **Debt** means any amount payable to the owners corporation under this by-law
- 5.3 **False fire alarm** means setting off a fire alarm ( including a false fire alarm), so that the fire brigade or other organisation;
  - 5.3.1 is required to attend the strata scheme; and
  - 5.3.2 charges the owners corporation a fee for that attendance.
- 5.4 **Occupier** means an occupier of a lot in the strata scheme.
- 5.5 **Owner** means an owner a lot in the strata scheme.
- 5.6 **Person Responsible** means, at the owners corporation's discretion:
  - 5.6.1 the person who has breached clause 2.1 or 2.2; or
  - 5.6.2 an owner who is in breach of clause 2.3 by failing to use the necessary reasonable endeavours.
- 5.7 Any term used in this by-law that is defined in the Act will have the same meaning in this by-law as it does in the Act.
- 5.8 If there is any conflict between this by-law and any other by-law of the strata scheme, this by-law will apply to the extent of that conflict
- 5.9 Any provision that is invalid, unenforceable or illegal must be read down to the extent necessary to avoid that effect. If that is not possible, that provision must be excluded from this by-law but only to the extent necessary to avoid that effect. All other provisions of this by-law continue to be valid and enforceable.
- 6.0 In the event that a lot owner believes a charged imposed upon them pursuant to this By-law is unjust, the lot owner may request that the Owners Corporation waive the charge by a resolution of the Owners Corporation at the next general meeting of the Owners Corporation.



## **Access for Inspection of Fire Services**

### **A) Definitions**

- i) The following terms are defined to mean;
  - Agents means the strata managing agent, executive committee or any fire safety contractor or personnel engaged by the owners corporation, the Environmental, Planning and Assessment Regulation 2000( NSW) or any Fire Safety measure listed on Fire Safety Certificate applicable to the strata scheme
  - Fines or Re-inspection fees includes any fines or charges imposed on the owners corporation by a local council or other statutory or lawful authority or penalty charges imposed by a contractor or agent engaged by the owners corporation
  - Reasonable access means between the hours of 7.00am and 7.00pm Monday to Friday excluding public holidays
- ii) Where any terms used in this By-law are defined in the strata Management Act 2015, they will have the same meaning as those terms are attributed under that Act

### **B) Duties of Owners**

In relation to the owners corporation responsibility to obtain Annual Fire Safety Statements pursuant to the Environmental, Planning and Assessment Act 1979 and section 65(1) of the Strata Schemes Management Act 2015 the owner of a lot is responsible for ensuring the following;

- i) That where necessary the owners corporation or its agent have reasonable access to the owners lot for the purposes of conducting the required fire safety inspections, testing, replacement or maintenance of any fire safety equipment
- ii) That the occupants of the lot do not deny, obstruct or unreasonably delay access by the owners corporation or their agents for the purpose of conducting the required fire safety inspection, testing, replacement or maintenance of any fire safety equipment.

### **C) Duties of the Owners Corporation**

The owners corporation or their agents must provide the occupants of the lot with a minimum of seven (7) days' notice that access to the lot is required for the purposes of carrying out any works described in sub-clause (B) above

### **D) Indemnity**

- i) The owner of a lot indemnifies the owners corporation against any loss or damage that the owners corporation may suffer from fines, re-inspection fees or any other costs that may be incurred by the owners corporation if access to the lot to conduct the necessary fire safety inspections cannot be obtained by the cause or neglect of the occupant or the failure of the owner to fulfil their obligations as provided in sub-clause (B)
- ii) The owner of a lot indemnifies the owners corporation for any costs that may be incurred by the replacement of faulty fire safety equipment within the lot that is essential for the annual fire safety statement to issue.

### **E) Right to Remedy Default**

If an owner, or occupier, or lessee of a lot fails to comply with this By-law, then the owners corporation may

- i) Carry out all the necessary work to perform the obligation
- ii) Enter upon any part of the parcel to carry out that work
- iii) Recover the costs of carrying out that work as a debt from the owner of that lot by way of a levy charged to the lot

## **Alterations and additions to the Fire Door of a Lot**

### **A) Definitions**

- i) The following terms are defined to mean
  - Fire Door of a lot means the common property entrance door to the lot in the strata scheme including all attached locks, door handles, door frames, door closers and other ancillary structures
  - Original Condition means the condition at the date of registration of the strata scheme
- ii) Where any terms used in this By-law are defined in the Strata Scheme Management Act 2015, they will have the same as those words are attributed under that Act

### **B) Duties of Owners**

- i) An owner or occupier, or lessee of a lot must not replace or make any alterations or additions to the fire door that gives access to the owner's, or occupier's or lessee's lot( including, but not limited to the replacement of locks) without first obtaining the written approval of the owners corporation and

Make any alterations or additions to a fire door that gives access to the owner's or occupier's or lessee's lot that is in breach of the fire regulations under the Building Code of Australia

### **C) Liability**

- i) An owner of a lot will be liable for any damage, alteration or addition made or caused to a fire door by the owner without the written approval of the owners corporation, and will reinstate the fire door to its original condition immediately after it has occurred.
- ii) An owner of a lot will also be liable for any damage, alteration or addition made or caused to a fire door by the occupier or lessee of that owner's lot without the written approval of the owners corporation, and will reinstate the fire door to its original condition immediately after it has occurred



**D) Indemnity**

An owner of a lot must indemnify the owners corporation against any loss or damage the owners corporation suffers as a result of any damage, alteration or addition made or caused to a fire door by the owner or the occupier or lessee of the owner's lot including liability under section 65(6) in respect of any property of the owner.

**E) Right to Remedy Default**

If an owner or occupier of a lot fails to comply with this By-law, then the owners corporation may;

- i) Carry out all the necessary work to perform the obligation
- ii) Enter upon any part of the parcel to carry out that work
- iii) Recover the costs of carrying out that work as a debt from the owner of that lot by way of a levy charged to the lot.





## STRATA MANAGEMENT AGENCY AGREEMENT

# STRATA MANAGEMENT AGENCY AGREEMENT

<b>Date 08/12/2022</b>		
<b>The Owners – Strata Plan 63181</b>		<b>“Owners Corporation”</b>
<p>Attention:</p> <p>Address: 564-576 Railway Parade Hurstville NSW 2220</p> <p>Phone: ABN: 896 199 64 181</p> <p>Facsimile:</p> <p>Email:</p>		
<b>The Agent Strata Opt Pty Ltd</b>		<b>“Agent”</b>
<p>Attention: Sophie Kakakios</p> <p>Address: Suite No 605, Level 6, 309 Pitt Street Sydney NSW 2000</p> <p>Phone: 02 9283 3891 ABN: 37 626 095 118</p> <p>Facsimile: SCA (NSW) Membership No: 10534</p> <p>Email: <a href="mailto:info@strataopt.com.au">info@strataopt.com.au</a> Licence No: 100 740 96</p>		
<b>Particulars</b>		
<b>Item 1</b>	<i>Professional indemnity</i>	In accordance with Section 22 of the <i>Agents Act</i>
<b>Item 2</b>	<i>Commencement date</i>	08/12/2022
<b>Item 3</b>	<i>Term</i>	2 years
<b>Item 4</b>	<i>Review date</i>	<p>in relation to <i>agreed services</i> – anniversary of commencement date</p> <p>in relation to <i>additional services rates</i> - 1 July each year</p> <p>in relation to <i>charges</i> - 1 July each year</p>
<b>Item 5</b>	<i>Percentage increase p.a</i>	% (and if no figure is provided, 5%)
<b>Item 6</b>	<i>Agreed services fee p.a</i>	<p><b>Option 1 - \$200 per lot per annum plus</b> rebates, discounts and commissions in Disclosure Schedule C1 – <b>Agent retains all commissions (refer to clause 3.3(a))</b></p> <p>or</p> <p><b>Option 2 – plus</b> rebates, discounts and commissions in Disclosure Schedule C2 – <b>Agent retains some commissions (refer to clause 3.3(b))</b></p> <p>or</p> <p><b>Option 3 – Agent not entitled to commissions or the fee as described in clause 3.3(c)</b></p> <p><b>All fees under this agreement are GST INCLUSIVE (clause 9)</b></p>
<b>Item 7</b>	<i>Fee payment method</i>	<p>Quarterly</p> <p>in advance</p>
<b>Item 8</b>	<i>Manner of accounting</i>	<p>Financial Statements - By providing trust statement</p> <p>Frequency of Accounting - Quarterly</p> <p>Online/Upon Request – Upon Request</p>

# STRATA MANAGEMENT AGENCY AGREEMENT

## Signatures

### Owners Corporation

The common seal of the *owners corporation* was affixed on \_\_\_\_\_ in the presence of:



Signature

Signature

Name

Name

Designation

Designation

Being the person(s) authorised by section 273 of the *Act* to attest the affixing of the seal.

### Agent

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

*Sophie Kakakios*

Signature of Authorised Person

Sophie Kakakios

Name of Authorised Person

Signature of Authorised Person

Name of Authorised Person

### Service

The *owners corporation* acknowledges receipt of a copy of this *agreement* within 48 hours of execution by the *owners corporation* (refer to page 9 for IMPORTANT NOTES to the parties when executing this *agreement*).

Name of Signatory

Signature

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# STRATA MANAGEMENT AGENCY AGREEMENT

## Agreement

### 1. Warranties and acknowledgment

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

### 2. Appointment of and delegation to *agent*

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

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

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

### 3. Fees and charges

- 3.1 The *owners corporation* must pay to the *agent* in accordance with the fee payment method:
- (a) the *agreed services fee*; and
  - (b) the *additional services fee* for any *additional services* performed by the *agent*; and
  - (c) the *charges* associated with the performance of the *agreed services* and any *additional services*.
- 3.2 The *owners corporation* authorises the *agent* to retain any fees paid to the *agent* for supplying to third parties information that the *owners corporation* must supply under the *Act* and retain any fees paid to the *agent* for supplying to third parties information that is not required under the *Act*, provided that such fees are charged in accordance with those set out in schedule B.
- 3.3 In addition to the fees and charges in clause 3.1 and 3.2, the *agent* is entitled to remuneration for its services in the form of rebates, discounts and commissions disclosed in schedule C1 and schedule C2 as follows:
- (a) If the first option in *item 6* is selected, the *agent* may retain rebates, discounts and commissions paid to it by the providers of goods and services to the *owners corporation* described in the disclosure schedule C1 or schedule C2 or as otherwise notified

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# STRATA MANAGEMENT AGENCY AGREEMENT

in writing to the *owners corporation* from time to time and agreed in writing by the *owners corporation*.

- (b) If the second option in *item 6* is selected, the *agent* must pay to the *owners corporation* any rebates, discounts and commissions paid to it by providers of goods and services to the *owners corporation* within 30 days of receipt except for any rebates, discounts and commissions described in the disclosure schedule C2 which may be retained by the *agent*.
- (c) If the third option in *item 6* is selected, the *agent* must pay to the *owners corporation* any rebates, discounts and commissions paid to it by providers of goods and services to the *owners corporation* within 30 days of receipt.
- (d) If the *owners corporation*:
  - (i) delegates the *agent* to arrange insurance cover;
  - (ii) selects the first or second option in *item 6*; and
  - (iii) later takes steps to arrange its own insurance or directs, instructs or passes a resolution that has the effect that the *agent* does not receive a commission or rebate for the placement of insurance,

then the *agreed services fee* shall be increased by an amount equivalent to the commission the *agent* would have received had the *agent* arranged the insurance cover.

- 3.4 The *agent* must account to the *owners corporation* for money received by the *agent* on behalf of the *owners corporation* in the manner and with the frequency set out in *item 8*.
- 3.5 At any time, by written *agreement* between the parties, *items* may be added to or deleted from the *additional services rates* and/or charges.

## 4. Review of fees and charges

- 4.1 The *agreed services fee*, the *additional services rates* and the *charges* will be reviewed on the review date by the *agent*.
- 4.2 Unless otherwise agreed before the review date, the *agreed services fee*, the *additional services rates* and the *charges* payable on and from the review date will be increased in accordance with *item 5*.
- 4.3 The *agent* will notify the *owners corporation* of the new *agreed services fee*, the *additional services rates* and the *charges* as soon as practicable after the review date.

## 5. Terminating the agreement

- 5.1 After the expiry of the *term*, the *agreement* will automatically end unless the *owners corporation* extends the *agreement* in accordance with section 50(4) of the *Act*.
- 5.2 The *agreement* may be terminated at any time with the mutual consent of the parties.
- 5.3 Any notice to terminate under this *agreement* can only be given by the *owners corporation* if authorised by a resolution of the *owners corporation* at *general meeting*.
- 5.4 Despite this clause 5 and without affecting any of its other rights, the *agreement* may be terminated with immediate effect by written notice given by:
  - (a) the *owners corporation*:
    - (i) if the *agent* is in breach of the *agreement* and fails to remedy that breach within 28 days after the *owners corporation* serves a written notice on the *agent* providing particulars of the breach; or
    - (ii) where the *agent* is an individual, the *agent* is declared bankrupt; or
    - (iii) where the *agent* is a corporation, the *agent* is wound up or placed in administration or liquidation; or
    - (iv) if the *agent* ceases to hold a strata managing *agent's* licence; or
  - (b) the *agent* if:
    - (i) the *owners corporation* is in breach of the *agreement* and fails to remedy that breach within 28 days after the *agent* serves a written notice on the *owners corporation* providing particulars of the breach; or
    - (ii) an order by a Court is made for the variation or termination of the *strata scheme* under Part 9 or 10 of the *Development Act*; or
    - (iii) the *owners corporation* fails to pay any moneys owed under this *agreement* after the *agent* serves a written notice on the *owners corporation* providing particulars of the amount outstanding; or

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# STRATA MANAGEMENT AGENCY AGREEMENT

- (iv) the *owners corporation* fails to comply with any law or fails to provide adequate instructions or prevents the *agent* from carrying out its obligations under this *agreement* after the *Agent* serves a written notice on the *owners corporation* providing particulars of the breach.

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

- (a) any remuneration by way of commission, *agreed services fee*, *additional services fee*, *charges* or otherwise in respect of any period after the termination; or
- (b) any payment (in the nature of a penalty or otherwise) by reason of the early termination.

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

## 6. Liability of the *agent* and exclusions

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

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

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

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

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

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

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

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

## 7. Transfer of the *agreement*

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

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

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



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# STRATA MANAGEMENT AGENCY AGREEMENT

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

## 8. Service of notices

8.1 Any notice to be served under the *agreement*:

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

## 9. GST

9.1 Words or expressions used in this clause 9 or elsewhere in the *agreement* that are defined in the *GST Act* have the same meaning in the *agreement*.

9.2 The parties acknowledge that:

- (a) the *agreed services fee*, the *additional services rates* and the charges are inclusive of GST and are based on a GST rate of 10%; and
- (b) if the rate of GST increases or decreases, the *agreed services fee*, the *additional services rates* and the *charges* will simultaneously increase or decrease so that the *agent* receives the same GST exclusive payment as it received before the change in the rate of GST.

## 10. Work, health and safety

10.1 The parties mutually covenant and agree that they will each comply with their respective obligations under the *Work Health & Safety Act 2011*

(NSW) and the *Work Health & Safety Regulation 2011* (NSW) (*WHS Act 2011* and *WHS Regulation 2011*), as amended from time to time.

10.2 Subject to the provisions of the *WHS Act 2011* and *WHS Regulation 2011*, the *owners corporation's* appointment of the *agent* under this *agreement* does not constitute the appointment of the *agent* as a principal contractor within the meaning of regulation 293 of the *WHS Regulation 2011* (as amended from time to time).

## 11. Definitions

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

<i>Act</i>	<i>Strata Schemes Management Act 2015</i> (NSW).
<i>additional services</i>	the functions and duties of the <i>owners corporation</i> set out in schedule A1 or schedule A2.
<i>additional services fee</i>	the fee for the supply by the <i>agent</i> of the <i>additional services</i> calculated according to the <i>additional services rates</i> , as varied under the <i>agreement</i> .
<i>additional services rates</i>	the rates for carrying out the <i>additional services</i> set out in schedule B, as varied under the <i>agreement</i> .
<i>agent</i>	the person described on the front page of the <i>agreement</i> and, where appropriate, includes the <i>agent's</i> employees and contractors or any transferee under clause 7.
<i>Agents Act</i>	<i>Property, Stock and Business Agents Act 2002</i> (NSW).
<i>agreed services</i>	the functions and duties of the <i>owners corporation</i> set out in: <ol style="list-style-type: none"> <li>schedule A1 other than those marked "No authority"; and</li> <li>schedule A2.</li> </ol>
<i>agreed services fee</i>	the fee in <i>item 6</i> for the supply of the <i>agreed services</i> , as varied under the <i>agreement</i> .
<i>agreement</i>	this <i>agreement</i> including the particulars, schedules and attachments.
<i>charges</i>	the costs and associated fees set out in schedule B and/or schedule D, as varied under the <i>agreement</i> .
<i>CPI</i>	the All Groups consumer price index published by the Australian Bureau of Statistics for Sydney, or if that bureau stops publishing the <i>CPI</i> , then the index recommended by the Property Council of Australia as the index that most appropriately replaces the <i>CPI</i> .
<i>Development Act</i>	in relation to a freehold <i>strata scheme</i> , the <i>Strata Schemes Development Act 2015</i> (NSW).
<i>disclosure schedule</i>	schedules C1 and C2.
<i>strata committee</i>	the <i>strata committee</i> of the <i>strata scheme</i> .
<i>GST Act</i>	<i>A New Tax System (Goods and Services Tax) Act 1999</i> (Cth).
<i>item</i>	an <i>item</i> in the Particulars.
<i>loss</i>	any damage or damages, <i>loss</i> , costs (including, without limitation, the costs of complying with any verdict, award or settlement of any dispute and legal costs on a solicitor and own client costs basis), expense, charge, payment of liability, in any case, whether accrued or paid but not indirect, incidental or consequential <i>loss</i> or damages.
<i>minimum term</i>	the period or event in <i>item 3</i> : <ol style="list-style-type: none"> <li>commencing on the commencement date; and</li> <li>expiring at the duration of the period identified or event in <i>item 3</i>.</li> </ol>
<i>non-standard work</i>	means any work not defined as <i>standard work</i> .
<i>owners corporation</i>	the <i>owners corporation</i> described on the front page of the <i>agreement</i> and, where appropriate, includes the <i>employees</i> , <i>agents</i> (other than the <i>agent</i> ), contractors and invitees of the <i>owners corporation</i> .
<i>Regulation</i>	<i>Property, Stock and Business Agents Regulation 2014</i> (NSW).
<i>related persons</i>	in relation to a proposed transferee which is a: <ol style="list-style-type: none"> <li>corporation, — a 'related entity' of the corporation within the meaning of section 9 of the Corporations Act 2011 (Cth); or</li> <li>partnership, — the partners and principal staff of the partnership.</li> </ol>
<i>SCA (NSW)</i>	means Strata Community Australia (NSW).
<i>services</i>	the <i>agreed services</i> and <i>additional services</i> .

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# STRATA MANAGEMENT AGENCY AGREEMENT

<i>standard work</i>	<p>Means:</p> <ul style="list-style-type: none"><li>a) construction work where there is no requirement to work above three (3) metres, including but not limited to, replacement of roofing, guttering;</li><li>b) general maintenance works, including but not limited to, lawn mowing, gardening, window cleaning (below three (3) metres), painting;</li><li>c) minor maintenance repairs, including but not limited to, repair/replacement of leaking pipes, replacing tiles/pavers, lock replacement/repairs;</li><li>d) maintenance of essential fire safety equipment;</li><li>e) annual inspection and notifications required for essential fire safety equipment;</li><li>f) pest management treatments (excluding fumigation);</li><li>g) lift, traveller or escalator maintenance; or</li><li>h) renewal of plant registrations in accordance with the requirements of the <i>WHS Act 2011</i> and <i>WHS Regulation 2011</i>;</li></ul> <p>provided however:</p> <ul style="list-style-type: none"><li>a) if any of these works require a principal contractor (as defined under the <i>WHS Act 2011</i> and <i>WHS Regulation 2011</i>) to be appointed then the works will be considered <i>Non-Standard Work</i>; or</li><li>b) if there is any inconsistency between <i>Standard Work</i> and <i>Non-Standard Work</i>, the work will be interpreted as <i>Non-Standard Work</i>.</li></ul>
<i>strata scheme</i>	the <i>scheme</i> described on the front page of the <i>agreement</i> .
<i>Tribunal</i>	means the NSW Civil and Administrative Tribunal.

## 12. Interpretation

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

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

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

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

# STRATA MANAGEMENT AGENCY AGREEMENT

## Schedule A1

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

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

# STRATA MANAGEMENT AGENCY AGREEMENT

## Schedule A2 \*

**NOTE:** Full authority is provided for the duties and functions disclosed in this Schedule subject to the extent of any limitations on authority stated in this table.

Duties and functions	Limitations on Authority e.g. on expenditure (if nothing stated, then no limitations apply)	Fee Method
Undertaking the financial management of funds and books of account.	The agent is not authorised to provide any financial advice.	Agreed Services Fee
Holding documents and maintaining records relating to the <i>scheme</i> (for example, the strata roll, notices, and minutes of meetings).	The agent is authorised to hold documents	Agreed Services Fee
Arranging building inspections and reports.	The agent is not authorised without written authority from the owners corporation or executive committee.	Schedule B
Effecting repairs to and maintaining common property or engaging appropriately qualified tradespersons to do <i>Standard Work</i> , with limitations on expenditure that may be incurred by the <i>agent</i> without obtaining the approval of the person on behalf of whom the <i>agent</i> is acting.	All contractors to have the required licence with the Office of Fair Trading and the necessary insurances, where the expenditure is not likely to exceed \$4,500.00	Agreed Services Fee
Engaging appropriately qualified tradespersons to do <i>Non-Standard Work</i> , and the appointment on behalf of the <i>owners corporation</i> of a <i>principal contractor</i> within the meaning of <b>regulation 293 of the WHS Regulation 2011</b> for such <i>Non-Standard Work</i> , with limitations on expenditure that may be incurred by the <i>agent</i> without obtaining the principal's approval.	All contractors to have the required licence with the Office of Fair Trading and the necessary insurances, where the expenditure is not likely to exceed \$6,500.00	Schedule B
Paying disbursements and expenses incurred in connection with the <i>agent's</i> management of the <i>scheme</i> .		Schedule D
Arranging insurance cover for the <i>scheme</i> .  <b>NOTE:</b> Where the <i>owners corporation</i> arranges for placement of the insurance cover or engages a third party i.e. an insurance broker, the <i>agent</i> is indemnified by the <i>owners corporation</i> to the extent of liability contributed by an act, omission or negligence on behalf of the <i>owners corporation</i> or third party in placing the insurance cover.	The agent is able to provide factual and general information – not personal information.	Agreed Services Fee
Serving notices to comply with a by-law.	Subject to an ordinary resolution of the owners corporation or its executive committee in accordance with Section 146 of the <i>Strata Management Act</i> .	Schedule B
Managing the Capital fund and the administrative fund.	Capital Fund to be prepared by suitability qualified person in accordance with the requirements of Section 80 of the <i>Strata Schemes Management Act</i> .	Agreed Services Fee
Undertaking steps necessary to recover any money owing in relation to levies.	Commercial agent / solicitor to be appointed for commencement of recovery action. These legal fees are generally recoverable from the lot owner as a debtor	Schedule B
Representing the <i>owners corporation</i> or association in tribunal or court proceedings.	Legal representative to be appointed by the <i>owner's corporation</i> to represent if the matter is not simple.	Schedule B
Paying accounts in relation to the <i>scheme</i> (for example, accounts for water charges, council rates and maintenance).		Schedule D
Arranging and undertaking administrative duties in relation to annual general meetings and other general meetings.		AGM – Agreed Services Fee plus Schedule D for charges and associated fees.  Other meetings - Schedule B

\* These fees and charges have been negotiated between the parties to the agreement and these fees are updated on the 1st of July each year as per your agreement

# STRATA MANAGEMENT AGENCY AGREEMENT

## Schedule B – Fees

Item	Charge ( GST inclusive )	Unit
<b>Hourly Rates*</b>		
Hourly rate for administrative staff	\$99.00	per hour
Hourly rate for Principal/Director	\$154.00	per hour
Hourly rate for Strata Manager	\$143.00	per hour
<b>Maintenance / Repairs</b>		
Work Orders/Quote Requests	\$22.00	per work order / quote request
Risk management	\$121.00	per year
OH&S compliance	\$77.00	per quarter
Contracts Assisting	4.0% of value	per contract
<b>Maintenance of Administrative &amp; Sinking Funds*</b>		
Compiling records to enable preparation of BAS return		
BAS Statement - total levies under \$50,000 pa	\$55.00	per quarter
BAS Statement - total levies between \$50,000 and \$100,000 pa	\$77.00	per quarter
BAS Statement - total levies over \$100,000 pa	\$99.00	per quarter
Compiling records to enable preparation of tax return	\$66.00	per return
IAS Statement	\$55.00	per quarter
Lodging tax return prepared by registered tax agent	Tax agent fee	per return
Compiling records to enable preparation of audit	\$110 standard \$121 large building	per audit
<b>Insurances*</b>		
Prepare and lodge insurance claims	\$33	per claim
Prepare and lodge insurance claims for policies not covered in Schedule C1	\$220	per claim
Organise Insurance Renewal Meeting	\$55	per meeting claim
	\$550.00	per Policy
Providing insurance Certificate ( COC)	\$22.00	Per copy
<b>Records*</b>		
ABN registration	\$110.00	per registration
Affixing common seal	\$55.00	per document
AFSS renewal	\$143.00	per renewal
By-Law registration	\$99.00	per By-Law
Dept of Lands Searches	\$33.00	per search
Lot Registration for New Buildings	\$11.00	per lot

# STRATA MANAGEMENT AGENCY AGREEMENT

Mediation application	\$99.00	per application + app cheque
MSB renewal	\$77.00	per renewal
Providing copy of building plan	\$22.00	per copy
Renewal of Plant Item	\$99.00	per renewal
Providing IT up keep	\$16.50	per unit per year
Rectification of handover records	As per hourly rate	
Providing copy of levy notice (paid by requisitioning party)	\$4.40	
Order Garbage Bins	\$33.00	per bin + cost of bin
Preparing and providing occupants listing for <i>strata scheme</i> (other than to <i>executive committee</i> ) (privacy laws permitting)	\$44.00	per listing
Processing stop payments, dishonoured cheques for levy payment	\$33	per transaction
Producing section 184 certificate	\$59.95 <b>Urgent</b>	per certificate (in addition to statutory fee payable to the <i>agent</i> under clause 3.2)
Producing cheque summary notice	\$44.00	per notice
Providing additional financial report	\$44.00	per report
Providing address labels	\$44.00	per label run + costs
Providing copy of building insurance ( paid by requisitioning party )	\$44.00	per copy
Providing copy of management documents	\$44.00	per copy
Providing copy of minute of meeting	\$44.00	per copy
Providing copy of Strata Plan	\$44.00	per plan
Providing copy of IOC/OC	\$22.00	per copy
Providing title or other searches (paid by requisitioning party)	\$22.00	per search
Providing security Keys/Remote/Swipes to owner (paid by requisitioning party)	\$22.00	per key
Providing client payment history (paid by requisitioning party)	\$22.00	per owner
Providing copy of by-laws (paid by requisitioning party)	\$44.00	per copy
<b>Meetings*</b>		
Extraordinary General Meetings	As per hourly rates (1 hour)	+ 20% for weekends and after hours
Executive Committee Meetings	As per hourly rates	+ 20% for weekends and after hours
Adjourned meeting	As per hourly rates (1 hour)	Minimum 1 hour
Prepare and distribute notices and minutes for EGM and EC meetings	As per hourly rates (1 hour)	
Arrange for venue for meetings (cost of venue to be borne by Owners Corporation)	As per hourly rates	

STRATA MANAGEMENT AGENCY AGREEMENT		
Attend meetings in excess of minutes	\$33	per quarter hour
<b>Disputes and Consumer, Trader &amp; Tenancy Tribunal (NSW)*</b>	As per hourly rates	
<b>Extra services resulting from an on-site residential manager or caretaker ceasing to perform services*</b>	As per hourly rates	
Plan Exit Fee – Administrative Processing	\$440	Upon termination

\* These fees and charges have been negotiated between the parties to the agreement and these fees are updated on the 1st of July each year as per your agreement



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## STRATA MANAGEMENT AGENCY AGREEMENT

### Schedule C - Disclosure schedule

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

Name of company / person	Amount / percentage of rebate, discount or commission	Other information relating to the disclosure
CoverForce, Austbroker, or Honan	Up to 12-15% on net premium ( approx. 7-9% of gross premium )	

Schedule C2 - The following providers pay a rebate, discount or commission to the *agent*:

Name of company / person	Amount / percentage of rebate, discount or commission	Other information relating to the disclosure
NO		

# STRATA MANAGEMENT AGENCY AGREEMENT

## Schedule D - Charges and associated fees\*

Item	Charge ( GST inclusive)	Unit
Archive retrieval	\$22.00	per box
Archive storage and administration	\$6.60	per month per box
Computer charge	\$1.87	per month per unit/lot
Computer charge – set up for new building	\$242.00	One off
Computer print-out	\$2.20	per page
Courier	Cost + 20%	per item
E-mail and Telephone	\$1.65	per month per lot
Laminating	\$5.50	per A4 page
Letter [standard]	\$22.00	per letter
Paying creditors	\$1.10	per item
Photocopying / Printing	\$0.55	per copy / item
Postage – express post A5	\$12.00	per item, plus Australia Post charge
Postage – small	\$0.98	per item, plus Australia Post charge
Postage – medium	\$1.87	per item, plus Australia Post charge
Postage - large	\$2.20	per item, plus Australia Post charge
Printing and posting levy notice	\$1.65	per levy notice, plus Australia Post charge
Printing and posting special levy notice	\$2.20	per levy notice, plus Australia Post charge
Producing cheque	\$8.80	per cheque
Providing minute book	\$99.00	per book
Providing 'No Smoking' notice	\$Cost + 20%	per notice
Providing 'No Parking' sticker	\$Cost + 20%	per sticker
Providing Signage or Stickers	\$Cost + 20%	per item
Purchasing common seal	\$66.00	per seal
First Reminder Letter	\$22.00	per letter
Second Reminder Letter regarding overdue Levy (paid by owner)	\$33.00	per letter
Final Reminder Letter and instruction debt collection (paid by owner)	\$55.00	per letter/instruction
Website Updates	\$3.30	per document

\* These fees and charges have been negotiated between the parties to the agreement and these fees are updated on the 1st of July each year as per your agreement



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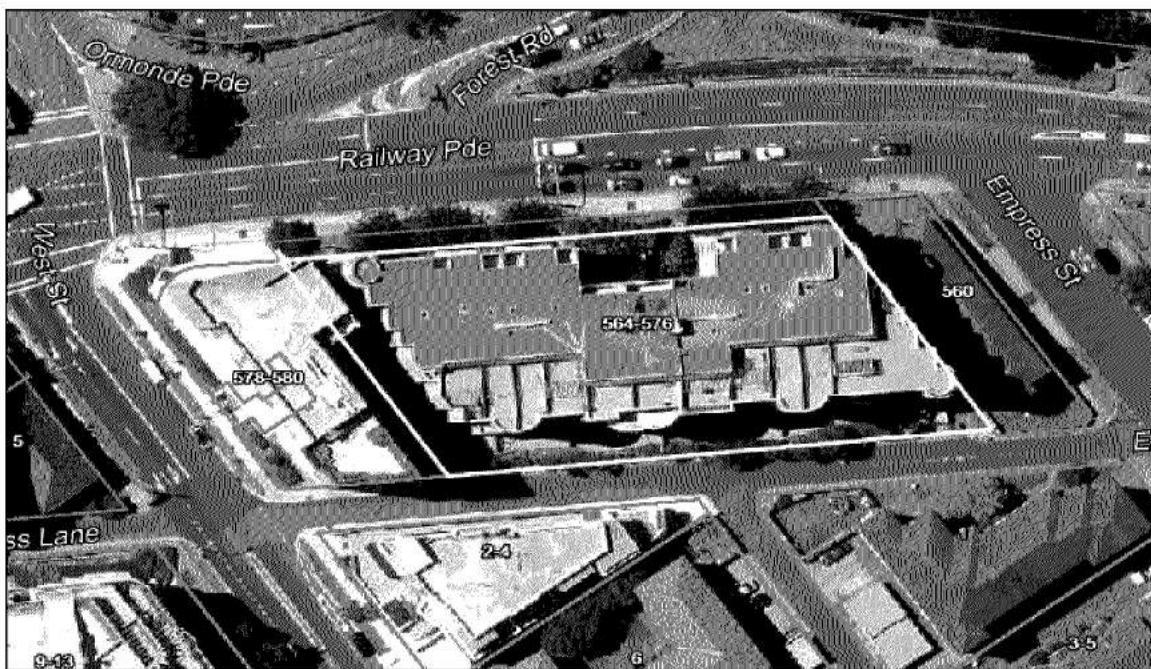
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## 10 YEAR SINKING FUND PLAN

FEBRUARY 2016



564-576 RAILWAY PARADE, HURSTVILLE :: SP63181



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## Annexes

### Photographs

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**10 Year Sinking Fund Forecast – Costs Estimates (includes GST)**

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Sinking Fund Forecast for:			564-576 Railway Parade, Hurstville				Date commencing:				30 September 2015				Strata Plan:			SP63181		
					End of Year 1		End of Year 2		End of Year 3		End of Year 4		End of Year 5		End of Year 6		Today's date:		23 February 2016	
Ser- ial	Item	Current Cost Estimate	Approx year required	Escalated amount	Sep-16	Sep-17	Sep-18	Sep-19	Sep-20	Sep-21	Sep-22	Sep-23	Sep-24	Sep-25						
1	Structure																			
2	Roof	\$8,300	7	\$14,225							\$14,225									
3	Long term capital items	\$75,000	10	\$161,919										\$161,919						
4	Appendages																			
5	Common prop. doors	\$4,860	8	\$8,996								\$8,996								
6	Common prop. lighting	\$7,830	9	\$15,652									\$15,652							
7	Garage doors	\$14,350	7	\$24,593							\$24,593									
8	Wall render	\$65,300	2	\$71,993		\$71,993														
9	Elevators & equipment	\$36,300	8	\$67,189								\$67,189								
10	Guttering & downpipes	\$15,300	7	\$26,222							\$26,222									
11	Distribution boards	\$4,860	4	\$5,907				\$5,907												
12	Ventilation	\$16,200	6	\$25,707						\$25,707										
13	Balconies	\$7,650	6	\$12,140						\$12,140										
14	Fire safety	\$26,800	10	\$57,859										\$57,859						
15	Internal painting	\$76,300	5	\$97,380					\$97,380											
16	Carpet	\$32,400	3	\$37,507			\$37,507													
17	Intercom	\$3,200	6	\$5,078						\$5,078										
18	Floor tiles	\$8,620	6	\$13,679						\$13,679										
19	Security system	\$18,600	3	\$21,532			\$21,532													
20	External painting	\$312,600	4	\$379,967				\$379,967												
21	Landscaping	\$7,200	7	\$12,340							\$12,340									
22	Fences	\$4,900	6	\$7,776						\$7,776										
23	Retaining walls																			
24	Sealing concrete areas (1)																			
25	Sealing concrete areas (2)																			
26	Trip hazards	\$500	1	\$525	\$525															
27	Storm water drains																			
28	Pavers																			
29	Driveway	\$5,200	8	\$9,625								\$9,625								
30	Line marking																			
31	Mail boxes																			
Total Estimate (rounded)		\$752,270		\$1,077,811	\$525	\$71,993	\$59,039	\$385,875	\$97,380	\$64,379	\$77,379	\$85,809	\$15,652	\$219,779						

# 10 Year Sinking Fund Forecast – Reasoning for Costs Estimates (includes GST)

Sinking Fund Forecast for:		564-576 Railway Parade, Hurstville	Date commencing:	30 September 2015	Strata Plan:	SP63181
					Today's date:	23 February 2016
Ser- ial	Item	Current Cost Estimate	Approx year required	Comments (Allowance for)		
1	Structure					
2	Roof	\$8,300	7	Contribution towards the repair of the roof		
3	Long term capital items	\$75,000	10	Contribution towards the replacement of the long term capital items		
4	Appendages					
5	Common prop. doors	\$4,860	8	Contribution towards the renewal of the common prop. doors		
6	Common prop. lighting	\$7,830	9	Contribution towards the replacement of the common prop. lighting		
7	Garage doors	\$14,350	7	Contribution towards the renewal of the garage doors		
8	Wall render	\$65,300	2	Contribution towards the repair of the wall render		
9	Elevators & equipment	\$36,300	8	Contribution towards the renewal of the elevators & equipment		
10	Guttering & downpipes	\$15,300	7	Contribution towards the repair of the guttering & downpipes		
11	Distribution boards	\$4,860	4	Contribution towards the renewal of the distribution boards		
12	Ventilation	\$16,200	6	Contribution towards the renewal of the ventilation		
13	Balconies	\$7,650	6	Contribution towards the repair of the balconies		
14	Fire safety	\$26,800	10	Contribution towards the renewal of the fire safety		
15	Internal painting	\$76,300	5	Contribution towards the renewal of the internal painting		
16	Carpet	\$32,400	3	Contribution towards the replacement of the carpet		
17	Intercom	\$3,200	6	Contribution towards the repair of the intercom		
18	Floor tiles	\$8,620	6	Contribution towards the repair of the floor tiles		
19	Security system	\$18,600	3	Contribution towards the renewal of the security system		
20	External painting	\$312,600	4	Contribution towards the renewal of the external painting		
21	Landscaping	\$7,200	7	Allowance for the renewal of the landscaping		
22	Fences	\$4,900	6	Contribution towards the repair of the fences		
23	Retaining walls					
24	Sealing concrete areas (1)					
25	Sealing concrete areas (2)					
26	Trip hazards	\$500	1	Removal of any trip hazards		
27	Storm water drains					
28	Pavers					
29	Driveway	\$5,200	8	Contribution towards the repair of the driveway		
30	Line marking					
31	Mail boxes					
	<b>Total Estimate (rounded)</b>	<b>\$752,270</b>				

# Recommended Annual Sinking Fund Payment

SP63181

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564-576 Railway Parade, Hurstville

End of Year	Year Ending	Recommended Sinking Fund Payment	Annual % change in Sinking Fund Payment	Adjustm't to Sinking Fund Payment (increase/decrease)	S/Fund Balance + Interest + Annual S/Fund Payment	Costs in each year refer to the table above (page 3)	Sinking Fund Balance	Interest on the Sinking Fund Balance
A	B	C	D	E	F	G	H	I
					H+I+C		F-G	2.75%
1	Sep-16	\$72,961			\$303,930	\$525	\$224,787	\$6,182
2	Sep-17	\$76,609	5.00%		\$388,358	\$71,993	\$316,364	\$8,344
3	Sep-18	\$80,440	5.00%		\$405,504	\$59,039	\$346,465	\$9,528
4	Sep-19	\$84,462	5.00%		\$440,455	\$385,875	\$54,580	\$1,501
5	Sep-20	\$88,685	5.00%		\$144,766	\$97,380	\$47,385	\$1,303
6	Sep-21	\$93,119	5.00%		\$141,808	\$64,379	\$77,428	\$2,129
7	Sep-22	\$97,775	5.00%		\$177,332	\$77,379	\$99,953	\$2,749
8	Sep-23	\$102,664	5.00%		\$205,366	\$85,809	\$119,556	\$3,288
9	Sep-24	\$107,797	5.00%		\$230,641	\$15,652	\$214,989	\$5,912
10	Sep-25	\$113,187	5.00%		\$334,088	\$219,779	\$114,309	\$3,144
11	Sep-26	\$118,846	5.00%		\$236,299		\$236,299	\$6,498

Note: some figures may be rounded

Assumptions	
Base Annual Sinking Fund contribution for Capital Items	\$106,961
Buffer (or adjustment to the base annual contribution)	-\$34,000
<b>Recommended Annual Sinking Fund Contribution (After Buffer)</b>	<b>\$72,961</b>
Current Annual Sinking Fund contribution (as instructed)	\$26,360
Current Sinking Fund Balance (as instructed)	\$224,787
Annual Sinking Fund Payment increase rate	5.00%
Adopted Investment Rate after tax	2.75%

The above table represents our Recommendation of the Annual Sinking Fund Payments for the next 11 years. Column F includes the Sinking Fund Balance as at the end of the previous year plus any interest earned plus the Recommended Sinking Fund Payment for the current year. Column C (Recommended Sinking Fund Payment) may include Extra Costs Payments (positive adjustment) or reductions in the Recommended Sinking Fund Payment (negative adjustment) to ensure that the Sinking Fund Balance remains positive in each year.



Rate per Unit Ent.	Lot No	Unit Ent.	First Year S/Fund Pmt
\$7.30	1	93	\$679
	2	81	\$591
	3	94	\$686
	4	61	\$445
	5	81	\$591
	6	79	\$576
	7	92	\$671
	8	93	\$679
	9	79	\$576
	10	93	\$679
	11	78	\$569
	12	77	\$562
	13	78	\$569
	14	55	\$401
	15	56	\$409
	16	78	\$569
	17	77	\$562
	18	94	\$686
	19	79	\$576
	20	79	\$576
	21	60	\$438
	22	94	\$686
	23	81	\$591
	24	94	\$686
	25	81	\$591
	26	80	\$584
	27	81	\$591
	28	91	\$664
	29	57	\$416
	30	82	\$598
	31	81	\$591
	32	95	\$693
	33	80	\$584
	34	81	\$591
	35	61	\$445
	36	96	\$700

Lot No	Unit Ent.	First Year S/Fund Pmt
37	84	\$613
38	97	\$708
39	84	\$613
40	83	\$606
41	84	\$613
42	94	\$686
43	58	\$423
44	85	\$620
45	84	\$613
46	99	\$722
47	83	\$606
48	84	\$613
49	62	\$452
50	99	\$722
51	87	\$635
52	99	\$722
53	87	\$635
54	87	\$635
55	87	\$635
56	97	\$708
57	60	\$438
58	88	\$642
59	87	\$635
60	102	\$744
61	87	\$635
62	87	\$635
63	63	\$460
64	102	\$744
65	90	\$657
66	102	\$744
67	90	\$657
68	90	\$657
69	90	\$657
70	100	\$730
71	62	\$452
72	91	\$664

Lot No	Unit Ent.	First Year S/Fund Pmt
73	90	\$657
74	105	\$766
75	90	\$657
76	90	\$657
77	65	\$474
78	105	\$766
79	93	\$679
80	105	\$766
81	93	\$679
82	93	\$679
83	95	\$693
84	103	\$751
85	63	\$460
86	95	\$693
87	93	\$679
88	109	\$795
89	94	\$686
90	94	\$686
91	66	\$482
92	108	\$788
93	97	\$708
94	108	\$788
95	155	\$1,131
96	128	\$934
97	129	\$941
98	131	\$956
99	128	\$934
100	129	\$941
101	126	\$919
102	137	\$1,000
103	128	\$934
104	129	\$941
105	128	\$934
106	130	\$948
107	98	\$715
108	97	\$708

Total (rounded)

10000	\$72,961
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## Recommendation

We consider that the existing Sinking Fund Balance is very good, however an additional allowance should be maintained for any unforeseen circumstances. We consider that the current annual payments are not sufficient to meet the immediate likely expenditure. We recommend that the Owner's Corporation adopt as a minimum the Sinking Fund Payments as shown in the table below and for the following ten years.

## Points of consideration

We have made the following allowances:

- in year 7, contribution towards the repair of the roof, if required.
- contribution towards the replacement of the long term capital items, if required.
- contribution towards the renewal of the common prop. doors in year 8, if required.
- in year 9, contribution towards the replacement of the common prop. lighting.
- contribution towards the renewal of the garage doors in year 7.
- in year 2, contribution towards the repair of the wall render, if required.
- contribution towards the renewal of the elevators & equipment in year 8, if required.
- in year 7, contribution towards the repair of the guttering & downpipes.
- contribution towards the renewal of the distribution boards in year 4.
- in year 6, contribution towards the renewal of the ventilation, if required.
- contribution towards the repair of the balconies in year 6, if required.
- in year 10, contribution towards the renewal of the fire safety.
- in year 5, contribution towards the renewal of the internal painting, if required. In order to maintain a fresh appearance and provide constant protection. If performed regularly, repainting will prevent excessive preparation costs in the future.
- contribution towards the replacement of the carpet in year 3, if required.
- in year 6, contribution towards the repair of the intercom.
- contribution towards the repair of the floor tiles in year 6.
- in year 3, contribution towards the renewal of the security system, if required.
- contribution towards the renewal of the external painting in year 4, if required.
- allowance for the renewal of the landscaping in year 7. The owners may wish to change the plantings, restore landscaped areas and refresh with new bark chips.
- in year 6, contribution towards the repair of the fences. Where appropriate, at 50% of the cost in accordance with the Dividing Fences Act, 1991.
- removal of any trip hazards in year 1. (By the use of a concrete grinder or other appropriate means).
- in year 8, contribution towards the repair of the driveway, if required.

Note that the Sinking Fund Plan is only an estimate of what items may reasonably require replacement during the term of the Plan. There is no guarantee that a reasonable assessment of a future projection today may in fact come to pass, and indeed, additional items of capital repairs or replacement unforeseen at the time of preparing a Sinking Fund Plan may occur in the immediate future. This Sinking Fund Plan should be reviewed periodically when items are no longer required and should be removed, or new items discovered which should be added to the Plan. The shown figures are our recommendation based upon our assessment of the likely expenditure (and an allowance for expenditure) in the 10 year Sinking Fund Plan requested. The Owners Corporation is entitled to choose whatever Sinking Fund contributions they deem appropriate for their particular circumstances.

## Summary

The following repair or replacement items are recommended at the times scheduled below.

Year	Year Ending	Recommended Sinking Fund Payment (includes any Extra Costs payment)	Items
1	Sep-16	\$72,961	Trip Hazards
2	Sep-17	\$76,609	Wall Render
3	Sep-18	\$80,440	Security System Carpet
4	Sep-19	\$84,462	External Painting Distribution Boards
5	Sep-20	\$88,685	Internal Painting
6	Sep-21	\$93,119	Fences Floor Tiles Intercom Balconies Ventilation
7	Sep-22	\$97,775	Landscaping Guttering & Downpipes Garage Doors Roof
8	Sep-23	\$102,664	Driveway Elevators & Equipment Common Prop. Doors
9	Sep-24	\$107,797	Common Prop. Lighting
10	Sep-25	\$113,187	Fire Safety Long Term Capital Items
11	Sep-26	\$118,846	



**W. L. Dobrow FAPI FREI REIV (Aust)**

**Registered Valuer No. 515 (NSW) - Unrestricted**

**Real Estate Institute of NSW - Accredited Commercial Specialist & Accredited Practising Valuer**

**Australian Property Institute - Certified Practising Valuer**

The above assessment has been calculated in accordance with the Strata Schemes Management Act 1996. The recommendations are calculated from an amalgam of estimates and a single figure is provided for practical purposes from within a range of values and combination of a range of estimates. Areas have been calculated from our on-site measurements of the external parts of the building or the subject Strata Plan. Building plans or building surveys should be provided if the Owner's Corporation requires more accurate areas. We have relied upon Rawlinsons and the advice of a quantity surveyor at times to assess the cost of replacement and the repair of items and do not accept responsibility for any errors from the above providers of source data. Our inspection of the building only includes easily accessible areas of the property at the time of inspection. We do not identify or comment on the structural integrity (pest, rot or defect, etc), building compliance, or fire safety items of the improvements.

This report is for the use of the party to whom it is addressed and for no other purpose. No responsibility is accepted to any third party who may use or rely on the whole or any part of the content of this report. Neither the whole nor any part of this report or any reference thereto may be included in any published document, circular or statement or published in any way without our written approval of the form and context in which it may appear. This sinking fund plan has been prepared on the basis of instruction being for a 10 year Sinking Fund Plan only in order to satisfy the requirements of the Act and for no other purpose. A comprehensive report should be commissioned if a party requires a more detailed report or for use in litigation matters. We reserve the right to review or withdraw our report at any time. This report does not cover the property's structural condition or environmental contamination, nor is a quantitative survey. This report does not cover occupational health and safety, fire safety, nor council compliance in any respect (ie. flooding, building, etc) nor should it be construed as such.

## Photographs





## Photographs

