

SydneyStrataReport

property strata inspections

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STRATA REPORT

Client	Infinity Property Agents
Address of property	Unit 301/57 Hill Road, Wentworth Point, NSW.
Lot	79
Strata Plan	SP 93238
Name of Strata Management Co.	Net Strata
Telephone Number of Strata Agent	1300 638 787
Report Date	31 January 2022

General Information

Owner's Name	Rui Wang
Unit Entitlement.	33
Total Unit Entitlement.	10,000

Levy Contributions

Administration Fund contribution.	\$978.85
Capital Works contribution.	\$140.65
Are There any Special Levies?	No on records presented.
Admin. Fund Balance Approx.	\$51,031.99
Sinking Fund Balance.	\$807,552.39

Insurances

Building Insurance	Yes
Insurance Company	Chubb Insurance.
Due Date	31 May 2022
Fire Safety Report ?	Yes, held with the BMC.
Certificate Date.	2020
Pet Friendly?	Owners corporation permission needed.

Meetings

First Annual General Meeting 28 July 2016	Administration Fund set at \$1,095,137.00 p.a. Sinking Fund set at \$92,583.00 p.a. Building insurance continued, All other matters were meeting formalities normal for a first AGM.
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Annual General Meeting 6 June 2017	Administration Fund set at \$1,000,550.00 p.a. Sinking Fund set at \$155,000.00 p.a. Building insurance continued, Motion 5: A building manager is to be appointed to make routine inspections for defects and send them to the builder to fix, All other matters were meeting formalities, bylaw amendments and general maintenance as per the scan below, no major works tabled. Meeting closed.
Annual General Meeting 27 June 2018	Administration Fund set at \$1,000,550.00 p.a. Sinking Fund set at \$155,000.00 p.a. Building insurance continued, Motion 12: A cladding report is to be undertaken (attached which indicated no ACP), All other matters were meeting formalities and general maintenance as per the scan below, no major works tabled. Meeting closed.
Annual General Meeting 18 June 2019	Administration Fund set at \$1,183,455.00 p.a. Sinking Fund set at \$170,500.00 p.a. Building insurance continued, Motion 15: A report done (attached) indicates no combustible cladding in the building, Motion 6: Building warranty is recorded to be until 15 June 2022, see comments below. All other matters were meeting formalities and general maintenance as per the scan below, no major works tabled. Meeting closed.
Annual General Meeting 23 June 2020	Administration Fund set at \$1,184,945.00 p.a. Sinking Fund set at \$170,500.00 p.a. Building insurance continued, All other matters were meeting formalities and general maintenance as per the scan below, no major works tabled. The year's budget is attached in the minutes of this meeting below. Meeting closed.

<p>Annual General Meeting 29 June 2021</p>	<p>Administration Fund set at \$1,186,490.00 p.a. Sinking Fund set at \$170,500.00 p.a. Building insurance continued, Motion 5: Resolved to proceed with a building defect inspection (attached), All other matters were meeting formalities and general maintenance as per the scan below, no major works tabled. The year's budget is attached in the minutes of this meeting below. Meeting closed.</p>
<p>Other comments.</p>	<p>This report is to be taken in context and in conjunction with the scans below. No major works or special levies are planned on records presented. The defect report attached does not appear to indicate major issues, it was ordered to look at the main areas generally to identify building defects to the common areas only. No report has been done on the units themselves.</p>

Strata Plan 93238
Lot 79, 2 BURROWAY ROAD WENTWORTH POINT

Date	Fund	Details	Debit	Credit	Balance
30/03/21	Administrative	BPay Payment: DEFT Bpay 0000034518		977.60	977.60
30/03/21	Capital Works	BPay Payment: DEFT Bpay 0000034518		140.65	1,118.25
01/04/21	Administrative	Levy 1/4/2021-30/6/2021	977.60		140.65
01/04/21	Capital Works	Levy 1/4/2021-30/6/2021	140.65		0.00
27/07/21	Administrative	BPay Payment: DEFT Bpay 0000034518		998.85	998.85
27/07/21	Capital Works	BPay Payment: DEFT Bpay 0000034518		140.65	1,139.50
07/08/21	Administrative	Levy 1/7/2021-30/9/2021	978.85		160.65
07/08/21	Administrative	Stationery Lot Charge - 07/08/2021	20.00		140.65
07/08/21	Capital Works	Levy 1/7/2021-30/9/2021	140.65		0.00
29/09/21	Administrative	BPay Payment: DEFT Bpay 0000034518		998.85	998.85
29/09/21	Capital Works	BPay Payment: DEFT Bpay 0000034518		140.65	1,139.50
01/10/21	Administrative	Levy 1/10/2021-31/12/2021	978.85		160.65
01/10/21	Administrative	Stationery Lot Charge - 01/10/2021	20.00		140.65
01/10/21	Capital Works	Levy 1/10/2021-31/12/2021	140.65		0.00
01/01/22	Administrative	Levy 1/1/2022-31/3/2022	978.85		(978.85)
01/01/22	Administrative	Stationery Lot Charge - 01/01/2022	20.00		(998.85)
01/01/22	Capital Works	Levy 1/1/2022-31/3/2022	140.65		(1,139.50)
06/01/22	Administrative	BPay Payment: DEFT Bpay 0000034518		998.85	(140.65)
06/01/22	Capital Works	BPay Payment: DEFT Bpay 0000034518		140.65	0.00
			4,536.75	4,536.75	0.00
				Interest Due:	\$0.00
				Total Due:	\$0.00

Strata Plan 93238
2 BURROWAY ROAD WENTWORTH POINT

	Administrative Fund	Capital Works Fund	TOTAL
ASSETS			
Cash at Bank	(15,776.27)	544,839.71	529,063.44
Investment A/c Strata Plan 93238 INV	0.00	53,623.22	53,623.22
Investment A/c Strata Plan 93238 Inv2	0.00	101,155.13	101,155.13
Investment A/c Strata Plan 93238 Inv3	0.00	100,198.36	100,198.36
Levies Receivable	81,667.87	10,212.51	91,880.38
Total Assets	65,891.60	810,028.93	875,920.53
LIABILITIES			
Levies Paid in Advance	1,972.24	0.00	1,972.24
GST Liabilities	8,849.37	2,476.54	11,325.91
Accounts Payable	4,038.00	0.00	4,038.00
Total Liabilities	14,859.61	2,476.54	17,336.15
Net Assets	51,031.99	807,552.39	858,584.38
OWNERS FUNDS			
Opening Balance	137,003.44	717,004.72	854,008.16
Surplus / Deficit for the period	(85,971.45)	90,547.67	4,576.22
Closing Balance	51,031.99	807,552.39	858,584.38
Total Owners Funds	51,031.99	807,552.39	858,584.38

Strata Plan 93238
2 BURROWAY ROAD WENTWORTH POINT
Administrative Fund

	Actual	Budget	Actual	Budget
	01/05/21 - 27/01/22	01/05/21 - 30/04/22	01/05/20 - 30/04/21	01/05/20 - 30/04/21
Income				
Debt Collection Recoveries				
Debt Collection Recoveries-Reversal	(\$399.98)	\$0.00	(\$677.30)	\$0.00
Debt Collection Recoveries	\$13,565.41	\$0.00	\$10,641.36	\$0.00
Expenses Recoveries				
Owner Expense Recoveries	\$110.00	\$0.00	\$140.00	\$0.00
Owner Refund	\$0.00	\$0.00	\$30.00	\$0.00
Interest				
Interest On Levy Arrears	\$1,916.68	\$0.00	\$3,927.90	\$0.00
Levy Income				
Contributions - General	\$808,965.60	\$1,085,000.00	\$1,077,221.40	\$1,085,000.00
Total Income	\$824,157.71	\$1,085,000.00	\$1,091,283.36	\$1,085,000.00
Expenses				
Accounting, Taxation & Banking				
Bank Fees	\$39.40	\$100.00	\$60.20	\$550.00
DEFT Process Fees	\$585.41	\$850.00	\$831.08	\$850.00
Audit Report	\$386.36	\$2,500.00	\$2,487.50	\$2,500.00
BAS & Tax Administration	\$1,930.60	\$2,500.00	\$2,326.23	\$2,500.00
Income Tax	\$348.60	\$0.00	\$255.90	\$0.00
Air Conditioning				
Air Conditioning Maintenance	\$711.00	\$0.00	\$0.00	\$0.00
Building General				
General Maintenance	\$12,851.27	\$7,000.00	\$13,330.63	\$7,000.00
Locks & Doors	\$3,161.80	\$4,500.00	\$4,162.50	\$5,000.00
Window Cleaning	\$15,840.00	\$18,000.00	\$17,900.00	\$18,000.00
Garage Security Gate / Shutter	\$606.00	\$0.00	\$0.00	\$0.00
Cleaning				
Cleaning - General	\$99,713.64	\$128,000.00	\$125,610.00	\$128,000.00
Electrical				
Electrical Repairs	\$2,034.68	\$4,000.00	\$1,558.10	\$5,000.00
Fire Control				
Fire Services	\$2,298.76	\$2,400.00	\$2,367.12	\$2,000.00
Garden & Grounds				
Lawn Mowing & Gardening	\$8,955.71	\$17,500.00	\$16,037.58	\$17,500.00
Gardening	\$2,559.14	\$0.00	\$0.00	\$0.00
Insurance				
Insurance Premium	\$3,688.80	\$3,700.00	\$3,837.46	\$3,820.00
Legal & Professional Services				
Legal Fees	\$655.00	\$0.00	\$0.00	\$0.00
Lift Repairs				
Lift Maintenance	\$29,402.67	\$23,000.00	\$10,637.64	\$22,500.00
Pest Control				
Pest Control - General	\$600.00	\$1,000.00	\$855.00	\$1,000.00

Strata Plan 93238
2 BURROWAY ROAD WENTWORTH POINT
Administrative Fund

	Actual	Budget	Actual	Budget
	01/05/21 - 27/01/22	01/05/21 - 30/04/22	01/05/20 - 30/04/21	01/05/20 - 30/04/21
Plumbing				
Plumbing - General	\$10,543.56	\$6,500.00	\$6,603.14	\$6,500.00
Hot Water System Maintenance	\$5,214.59	\$6,500.00	\$8,882.08	\$6,500.00
Resident Manager / Caretaker				
Building Manager/Caretaker	\$72,831.25	\$111,000.00	\$111,920.56	\$98,000.00
Rubbish Removal				
Routine Waste / Bin Collection	\$0.00	\$2,000.00	\$850.00	\$4,800.00
Security & Intercom				
Intercom Repairs / Replacement	\$5,593.27	\$0.00	\$789.00	\$0.00
Security Services	\$0.00	\$0.00	\$1,294.00	\$0.00
Strata/Building Administration				
Debt Collection Fees	\$11,578.54	\$0.00	\$12,205.12	\$0.00
Land Titles & By-Law Registration	\$4,406.29	\$4,400.00	\$4,811.13	\$4,200.00
Management Services	\$71,444.22	\$96,250.00	\$90,938.14	\$91,550.00
Printing, Postage & Stationery	\$12,815.39	\$18,400.00	\$18,376.27	\$18,000.00
Strata Administration	\$6,745.68	\$7,500.00	\$7,377.24	\$7,000.00
BMC/Community Contributions	\$480,475.20	\$625,500.00	\$575,794.34	\$588,500.00
Legislative Compliance	\$6,047.53	\$4,995.00	\$4,966.94	\$4,600.00
AGM Budget Adjustment	\$0.00	(\$86,435.00)	\$0.00	(\$48,370.00)
Building Defect Claim Administration	\$1,536.36	\$0.00	\$0.00	\$0.00
Inspection Fees	\$195.00	\$0.00	\$0.00	\$0.00
Telephone				
Lift Phone & Phone Charges	\$2,783.90	\$3,340.00	\$3,382.60	\$2,500.00
Water				
Water Consumption	\$31,549.54	\$70,000.00	\$13,535.66	\$85,000.00
Total Expenses	\$910,129.16	\$1,085,000.00	\$1,063,983.16	\$1,085,000.00
Surplus / Deficit	(\$85,971.45)	\$0.00	\$27,300.20	\$0.00

Strata Plan 93238
2 BURROWAY ROAD WENTWORTH POINT
Capital Works Fund

	Actual 01/05/21 - 27/01/22	Budget 01/05/21 - 30/04/22	Actual 01/05/20 - 30/04/21	Budget 01/05/20 - 30/04/21
Income				
Interest				
Interest On Levy Arrears	\$30.35	\$0.00	\$95.97	\$0.00
Interest On Bank Deposits (Investment Fund)	\$160.11	\$0.00	\$477.05	\$0.00
Interest On Bank Deposits (Investment 2 Fund)	\$289.47	\$0.00	\$865.66	\$0.00
Interest On Bank Deposits (Investment 3 Fund)	\$198.36	\$0.00	\$0.00	\$0.00
Levy Income				
Contributions - Capital Works Fund	\$116,258.10	\$155,000.00	\$155,010.80	\$155,000.00
Total Income	\$116,936.39	\$155,000.00	\$156,449.48	\$155,000.00
Expenses				
Building General				
General Maintenance	\$5,700.00	\$0.00	\$8,746.36	\$0.00
Capital Works Fund Maintenance	\$0.00	\$155,000.00	\$8,180.00	\$155,000.00
Legal & Professional Services				
Building Warranty	\$14,880.00	\$0.00	\$0.00	\$0.00
Capital Works Fund Report	\$2,552.73	\$0.00	\$0.00	\$0.00
Plumbing				
Plumbing - General	\$3,255.99	\$0.00	\$0.00	\$0.00
Total Expenses	\$26,388.72	\$155,000.00	\$16,926.36	\$155,000.00
Surplus / Deficit	\$90,547.67	\$0.00	\$139,523.12	\$0.00

Strata Plan 93238
2 BURROWAY ROAD WENTWORTH POINT

ADMINISTRATIVE FUND OTHER INCOME

Date	Ref.	Payee	Details	Amt.	Bal.
Debt Collection Recoveries					
06/05/21	lot 268		lot 268-Legal Debt Recoveries - Inv#75596	\$1,385.00	\$1,385.00
11/05/21	lot 20		lot 20-Arrears Notice Fee - Levy Notice on	\$31.82	\$1,416.82
11/05/21	lot 90		lot 90-Arrears Notice Fee - Levy Notice on	\$31.82	\$1,448.64
11/05/21	lot 94		lot 94-Arrears Notice Fee - Levy Notice on	\$31.82	\$1,480.46
11/05/21	lot 131		lot 131-Arrears Notice Fee - Levy Notice on	\$31.82	\$1,512.28
11/05/21	lot 134		lot 134-Arrears Notice Fee - Levy Notice on	\$31.82	\$1,544.10
11/05/21	lot 167		lot 167-Arrears Notice Fee - Levy Notice on	\$31.82	\$1,575.92
11/05/21	lot 204		lot 204-Arrears Notice Fee - Levy Notice on	\$31.82	\$1,607.74
11/05/21	lot 208		lot 208-Arrears Notice Fee - Levy Notice on	\$31.82	\$1,639.56
11/05/21	lot 214		lot 214-Arrears Notice Fee - Levy Notice on	\$31.82	\$1,671.38
11/05/21	lot 229		lot 229-Arrears Notice Fee - Levy Notice on	\$31.82	\$1,703.20
11/05/21	lot 230		lot 230-Arrears Notice Fee - Levy Notice on	\$31.82	\$1,735.02
11/05/21	lot 308		lot 308-Arrears Notice Fee - Levy Notice on	\$31.82	\$1,766.84
11/05/21	lot 327		lot 327-Arrears Notice Fee - Levy Notice on	\$31.82	\$1,798.66
11/05/21	lot 332		lot 332-Arrears Notice Fee - Levy Notice on	\$31.82	\$1,830.48
11/05/21	lot 3		lot 3-Arrears Notice Fee - Levy Notice on	\$31.82	\$1,862.30
11/05/21	lot 74		lot 74-Arrears Notice Fee - Levy Notice on	\$31.82	\$1,894.12
11/05/21	lot 85		lot 85-Arrears Notice Fee - Levy Notice on	\$31.82	\$1,925.94
11/05/21	lot 119		lot 119-Arrears Notice Fee - Levy Notice on	\$31.82	\$1,957.76
11/05/21	lot 150		lot 150-Arrears Notice Fee - Levy Notice on	\$31.82	\$1,989.58
11/05/21	lot 169		lot 169-Arrears Notice Fee - Levy Notice on	\$31.82	\$2,021.40
11/05/21	lot 193		lot 193-Arrears Notice Fee - Levy Notice on	\$31.82	\$2,053.22
11/05/21	lot 221		lot 221-Arrears Notice Fee - Levy Notice on	\$31.82	\$2,085.04
11/05/21	lot 283		lot 283-Arrears Notice Fee - Levy Notice on	\$31.82	\$2,116.86
11/05/21	lot 290		lot 290-Arrears Notice Fee - Levy Notice on	\$31.82	\$2,148.68
11/05/21	lot 324		lot 324-Arrears Notice Fee - Levy Notice on	\$31.82	\$2,180.50
25/05/21	lot 85		lot 85-Arrears Notice Fee - Levy Notice on	\$31.82	\$2,212.32
25/05/21	lot 150		lot 150-Arrears Notice Fee - Levy Notice on	\$31.82	\$2,244.14
25/05/21	lot 20		lot 20-Arrears Notice Fee - Levy Notice on	\$31.82	\$2,275.96
25/05/21	lot 90		lot 90-Arrears Notice Fee - Levy Notice on	\$31.82	\$2,307.78
25/05/21	lot 94		lot 94-Arrears Notice Fee - Levy Notice on	\$31.82	\$2,339.60
25/05/21	lot 134		lot 134-Arrears Notice Fee - Levy Notice on	\$31.82	\$2,371.42
25/05/21	lot 167		lot 167-Arrears Notice Fee - Levy Notice on	\$31.82	\$2,403.24
25/05/21	lot 204		lot 204-Arrears Notice Fee - Levy Notice on	\$31.82	\$2,435.06
25/05/21	lot 308		lot 308-Arrears Notice Fee - Levy Notice on	\$31.82	\$2,466.88
25/05/21	lot 332		lot 332-Arrears Notice Fee - Levy Notice on	\$31.82	\$2,498.70
25/05/21	lot 3		lot 3-Arrears Notice Fee - Levy Notice on	\$31.82	\$2,530.52
25/05/21	lot 74		lot 74-Arrears Notice Fee - Levy Notice on	\$31.82	\$2,562.34
25/05/21	lot 119		lot 119-Arrears Notice Fee - Levy Notice on	\$31.82	\$2,594.16
25/05/21	lot 131		lot 131-Arrears Notice Fee - Levy Notice on	\$31.82	\$2,625.98
25/05/21	lot 193		lot 193-Arrears Notice Fee - Levy Notice on	\$31.82	\$2,657.80
25/05/21	lot 208		lot 208-Arrears Notice Fee - Levy Notice on	\$31.82	\$2,689.62
25/05/21	lot 214		lot 214-Arrears Notice Fee - Levy Notice on	\$31.82	\$2,721.44
25/05/21	lot 221		lot 221-Arrears Notice Fee - Levy Notice on	\$31.82	\$2,753.26
25/05/21	lot 229		lot 229-Arrears Notice Fee - Levy Notice on	\$31.82	\$2,785.08
25/05/21	lot 230		lot 230-Arrears Notice Fee - Levy Notice on	\$31.82	\$2,816.90
25/05/21	lot 327		lot 327-Arrears Notice Fee - Levy Notice on	\$31.82	\$2,848.72
01/06/21	lot 268		lot 268-Legal Debt Recoveries - Inv#76331	\$3,458.27	\$6,306.99

Strata Plan 93238
2 BURROWAY ROAD WENTWORTH POINT

25/06/21 lot 119	lot 119-Legal Debt Recoveries - Inv#1910	\$300.00	\$6,606.99
25/06/21 lot 256	lot 256-Legal Debt Recoveries - Inv#1911	\$300.00	\$6,906.99
25/08/21 lot 3	lot 3-Arrears Notice Fee - Levy Notice on	\$31.82	\$6,938.81
25/08/21 lot 90	lot 90-Arrears Notice Fee - Levy Notice on	\$31.82	\$6,970.63
25/08/21 lot 131	lot 131-Arrears Notice Fee - Levy Notice on	\$31.82	\$7,002.45
25/08/21 lot 134	lot 134-Arrears Notice Fee - Levy Notice on	\$31.82	\$7,034.27
25/08/21 lot 150	lot 150-Arrears Notice Fee - Levy Notice on	\$31.82	\$7,066.09
25/08/21 lot 204	lot 204-Arrears Notice Fee - Levy Notice on	\$31.82	\$7,097.91
25/08/21 lot 208	lot 208-Arrears Notice Fee - Levy Notice on	\$31.82	\$7,129.73
25/08/21 lot 221	lot 221-Arrears Notice Fee - Levy Notice on	\$31.82	\$7,161.55
25/08/21 lot 229	lot 229-Arrears Notice Fee - Levy Notice on	\$31.82	\$7,193.37
25/08/21 lot 230	lot 230-Arrears Notice Fee - Levy Notice on	\$31.82	\$7,225.19
10/09/21 lot 3	lot 3-Arrears Notice Fee - Levy Notice on	\$31.82	\$7,257.01
10/09/21 lot 21	lot 21-Arrears Notice Fee - Levy Notice on	\$31.82	\$7,288.83
10/09/21 lot 33	lot 33-Arrears Notice Fee - Levy Notice on	\$31.82	\$7,320.65
10/09/21 lot 37	lot 37-Arrears Notice Fee - Levy Notice on	\$31.82	\$7,352.47
10/09/21 lot 119	lot 119-Arrears Notice Fee - Levy Notice on	\$31.82	\$7,384.29
10/09/21 lot 125	lot 125-Arrears Notice Fee - Levy Notice on	\$31.82	\$7,416.11
10/09/21 lot 129	lot 129-Arrears Notice Fee - Levy Notice on	\$31.82	\$7,447.93
10/09/21 lot 150	lot 150-Arrears Notice Fee - Levy Notice on	\$31.82	\$7,479.75
10/09/21 lot 221	lot 221-Arrears Notice Fee - Levy Notice on	\$31.82	\$7,511.57
10/09/21 lot 229	lot 229-Arrears Notice Fee - Levy Notice on	\$31.82	\$7,543.39
10/09/21 lot 242	lot 242-Arrears Notice Fee - Levy Notice on	\$31.82	\$7,575.21
10/09/21 lot 256	lot 256-Arrears Notice Fee - Levy Notice on	\$31.82	\$7,607.03
10/09/21 lot 324	lot 324-Arrears Notice Fee - Levy Notice on	\$31.82	\$7,638.85
10/09/21 lot 85	lot 85-Arrears Notice Fee - Levy Notice on	\$31.82	\$7,670.67
10/09/21 lot 94	lot 94-Arrears Notice Fee - Levy Notice on	\$31.82	\$7,702.49
10/09/21 lot 116	lot 116-Arrears Notice Fee - Levy Notice on	\$31.82	\$7,734.31
10/09/21 lot 131	lot 131-Arrears Notice Fee - Levy Notice on	\$31.82	\$7,766.13
10/09/21 lot 134	lot 134-Arrears Notice Fee - Levy Notice on	\$31.82	\$7,797.95
10/09/21 lot 204	lot 204-Arrears Notice Fee - Levy Notice on	\$31.82	\$7,829.77
10/09/21 lot 230	lot 230-Arrears Notice Fee - Levy Notice on	\$31.82	\$7,861.59
10/09/21 lot 332	lot 332-Arrears Notice Fee - Levy Notice on	\$31.82	\$7,893.41
26/09/21 lot 3	lot 3-Arrears Notice Fee - Levy Notice on	\$31.82	\$7,925.23
26/09/21 lot 33	lot 33-Arrears Notice Fee - Levy Notice on	\$31.82	\$7,957.05
26/09/21 lot 37	lot 37-Arrears Notice Fee - Levy Notice on	\$31.82	\$7,988.87
26/09/21 lot 119	lot 119-Arrears Notice Fee - Levy Notice on	\$31.82	\$8,020.69
26/09/21 lot 150	lot 150-Arrears Notice Fee - Levy Notice on	\$31.82	\$8,052.51
26/09/21 lot 221	lot 221-Arrears Notice Fee - Levy Notice on	\$31.82	\$8,084.33
26/09/21 lot 229	lot 229-Arrears Notice Fee - Levy Notice on	\$31.82	\$8,116.15
26/09/21 lot 256	lot 256-Arrears Notice Fee - Levy Notice on	\$31.82	\$8,147.97
26/09/21 lot 324	lot 324-Arrears Notice Fee - Levy Notice on	\$31.82	\$8,179.79
26/09/21 lot 85	lot 85-Arrears Notice Fee - Levy Notice on	\$31.82	\$8,211.61
26/09/21 lot 116	lot 116-Arrears Notice Fee - Levy Notice on	\$31.82	\$8,243.43
26/09/21 lot 131	lot 131-Arrears Notice Fee - Levy Notice on	\$31.82	\$8,275.25
26/09/21 lot 204	lot 204-Arrears Notice Fee - Levy Notice on	\$31.82	\$8,307.07
26/09/21 lot 230	lot 230-Arrears Notice Fee - Levy Notice on	\$31.82	\$8,338.89
26/09/21 lot 332	lot 332-Arrears Notice Fee - Levy Notice on	\$31.82	\$8,370.71
24/10/21 lot 268	lot 268-Arrears Notice Fee - Levy Notice on	\$31.82	\$8,402.53
04/11/21 lot 3	lot 3-Arrears Initiation Fee Recoveries -	\$168.18	\$8,570.71
10/11/21 lot 35	lot 35-Arrears Notice Fee - Levy Notice on	\$31.82	\$8,602.53
10/11/21 lot 150	lot 150-Arrears Notice Fee - Levy Notice on	\$31.82	\$8,634.35
10/11/21 lot 221	lot 221-Arrears Notice Fee - Levy Notice on	\$31.82	\$8,666.17
10/11/21 lot 229	lot 229-Arrears Notice Fee - Levy Notice on	\$31.82	\$8,697.99
10/11/21 lot 324	lot 324-Arrears Notice Fee - Levy Notice on	\$31.82	\$8,729.81
10/11/21 lot 8	lot 8-Arrears Notice Fee - Levy Notice on	\$31.82	\$8,761.63

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10/11/21	lot 20	lot 20-Arrears Notice Fee - Levy Notice on	\$31.82	\$8,793.45
10/11/21	lot 81	lot 81-Arrears Notice Fee - Levy Notice on	\$31.82	\$8,825.27
10/11/21	lot 85	lot 85-Arrears Notice Fee - Levy Notice on	\$31.82	\$8,857.09
10/11/21	lot 94	lot 94-Arrears Notice Fee - Levy Notice on	\$31.82	\$8,888.91
10/11/21	lot 98	lot 98-Arrears Notice Fee - Levy Notice on	\$31.82	\$8,920.73
10/11/21	lot 116	lot 116-Arrears Notice Fee - Levy Notice on	\$31.82	\$8,952.55
10/11/21	lot 131	lot 131-Arrears Notice Fee - Levy Notice on	\$31.82	\$8,984.37
10/11/21	lot 134	lot 134-Arrears Notice Fee - Levy Notice on	\$31.82	\$9,016.19
10/11/21	lot 204	lot 204-Arrears Notice Fee - Levy Notice on	\$31.82	\$9,048.01
10/11/21	lot 208	lot 208-Arrears Notice Fee - Levy Notice on	\$31.82	\$9,079.83
10/11/21	lot 230	lot 230-Arrears Notice Fee - Levy Notice on	\$31.82	\$9,111.65
10/11/21	lot 280	lot 280-Arrears Notice Fee - Levy Notice on	\$31.82	\$9,143.47
10/11/21	lot 325	lot 325-Arrears Notice Fee - Levy Notice on	\$31.82	\$9,175.29
10/11/21	lot 327	lot 327-Arrears Notice Fee - Levy Notice on	\$31.82	\$9,207.11
10/11/21	lot 332	lot 332-Arrears Notice Fee - Levy Notice on	\$31.82	\$9,238.93
12/11/21	lot 3	lot 3-Legal Debt Recoveries - Inv#0017	\$400.00	\$9,638.93
12/11/21	lot 3	lot 3-Legal Debt Recoveries - Inv#0018	\$737.64	\$10,376.57
25/11/21	lot 35	lot 35-Arrears Notice Fee - Levy Notice on	\$31.82	\$10,408.39
25/11/21	lot 150	lot 150-Arrears Notice Fee - Levy Notice on	\$31.82	\$10,440.21
25/11/21	lot 221	lot 221-Arrears Notice Fee - Levy Notice on	\$31.82	\$10,472.03
25/11/21	lot 229	lot 229-Arrears Notice Fee - Levy Notice on	\$31.82	\$10,503.85
25/11/21	lot 324	lot 324-Arrears Notice Fee - Levy Notice on	\$31.82	\$10,535.67
25/11/21	lot 8	lot 8-Arrears Notice Fee - Levy Notice on	\$31.82	\$10,567.49
25/11/21	lot 85	lot 85-Arrears Notice Fee - Levy Notice on	\$31.82	\$10,599.31
25/11/21	lot 98	lot 98-Arrears Notice Fee - Levy Notice on	\$31.82	\$10,631.13
25/11/21	lot 116	lot 116-Arrears Notice Fee - Levy Notice on	\$31.82	\$10,662.95
25/11/21	lot 131	lot 131-Arrears Notice Fee - Levy Notice on	\$31.82	\$10,694.77
25/11/21	lot 134	lot 134-Arrears Notice Fee - Levy Notice on	\$31.82	\$10,726.59
25/11/21	lot 204	lot 204-Arrears Notice Fee - Levy Notice on	\$31.82	\$10,758.41
25/11/21	lot 208	lot 208-Arrears Notice Fee - Levy Notice on	\$31.82	\$10,790.23
25/11/21	lot 230	lot 230-Arrears Notice Fee - Levy Notice on	\$31.82	\$10,822.05
25/11/21	lot 280	lot 280-Arrears Notice Fee - Levy Notice on	\$31.82	\$10,853.87
25/11/21	lot 325	lot 325-Arrears Notice Fee - Levy Notice on	\$31.82	\$10,885.69
25/11/21	lot 332	lot 332-Arrears Notice Fee - Levy Notice on	\$31.82	\$10,917.51
03/12/21	lot 131	lot 131-Legal Debt Recoveries - Follow up p	\$40.91	\$10,958.42
03/12/21	lot 131	lot 131-Arrears Initiation Fee Recoveries -	\$168.18	\$11,126.60
09/12/21	lot 131	lot 131-Legal Debt Recoveries - Inv#140267	\$55.00	\$11,181.60
21/12/21	lot 116	lot 116-Arrears Notice Fee - Levy Notice on	\$31.82	\$11,213.42
21/12/21	lot 85	lot 85-Arrears Notice Fee - Levy Notice on	\$31.82	\$11,245.24
21/12/21	lot 150	lot 150-Arrears Notice Fee - Levy Notice on	\$31.82	\$11,277.06
21/12/21	lot 204	lot 204-Arrears Notice Fee - Levy Notice on	\$31.82	\$11,308.88
21/12/21	lot 221	lot 221-Arrears Notice Fee - Levy Notice on	\$31.82	\$11,340.70
21/12/21	lot 229	lot 229-Arrears Notice Fee - Levy Notice on	\$31.82	\$11,372.52
21/12/21	lot 324	lot 324-Arrears Notice Fee - Levy Notice on	\$31.82	\$11,404.34
10/01/22	lot 35	lot 35-Arrears Notice Fee - Levy Notice on	\$31.82	\$11,436.16
10/01/22	lot 150	lot 150-Arrears Notice Fee - Levy Notice on	\$31.82	\$11,467.98
10/01/22	lot 221	lot 221-Arrears Notice Fee - Levy Notice on	\$31.82	\$11,499.80
10/01/22	lot 229	lot 229-Arrears Notice Fee - Levy Notice on	\$31.82	\$11,531.62
10/01/22	lot 324	lot 324-Arrears Notice Fee - Levy Notice on	\$31.82	\$11,563.44
10/01/22	lot 85	lot 85-Arrears Notice Fee - Levy Notice on	\$31.82	\$11,595.26
10/01/22	lot 116	lot 116-Arrears Notice Fee - Levy Notice on	\$31.82	\$11,627.08
10/01/22	lot 134	lot 134-Arrears Notice Fee - Levy Notice on	\$31.82	\$11,658.90
10/01/22	lot 204	lot 204-Arrears Notice Fee - Levy Notice on	\$31.82	\$11,690.72
10/01/22	lot 230	lot 230-Arrears Notice Fee - Levy Notice on	\$31.82	\$11,722.54
10/01/22	lot 332	lot 332-Arrears Notice Fee - Levy Notice on	\$31.82	\$11,754.36
12/01/22	lot 3	lot 3-Legal Debt Recoveries - Inv#0110	\$225.60	\$11,979.96

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12/01/22 lot 3	lot 3-Legal Debt Recoveries - Inv#0152	\$1,585.45	\$13,565.41
	Total Debt Collection Recoveries	\$13,565.41	

Debt Collection Recoveries-Reversal

03/06/21	removed	-\$31.82	-\$31.82
03/06/21	removed	-\$31.82	-\$63.64
03/06/21	removed	-\$31.82	-\$95.46
03/06/21	removed	-\$18.14	-\$113.60
21/07/21	arrears notice fee reversal	-\$31.82	-\$145.42
21/07/21	arrears notice fee reversal	-\$31.82	-\$177.24
14/09/21	Arrears notice reversal	-\$31.82	-\$209.06
17/09/21	Arrears notice reversal	-\$31.82	-\$240.88
27/09/21	Arrears notice reversal	-\$31.82	-\$272.70
27/09/21	Arrears notice reversal	-\$31.82	-\$304.52
26/10/21	Removed	-\$31.82	-\$336.34
26/10/21	Removed fee	-\$31.82	-\$368.16
10/11/21	Arrears notice reversal	-\$31.82	-\$399.98
	Total Debt Collection Recoveries-Reversal	-\$399.98	

Interest On Levy Arrears

03/05/21 lot 240	lot 240-BPay Payment: DEFT Bpay 0000034679	\$58.03	\$58.03
03/05/21 lot 240	lot 240-BPay Payment: DEFT Bpay 0000034679	\$45.16	\$103.19
03/05/21 lot 240	lot 240-BPay Payment: DEFT Bpay 0000034679	\$25.74	\$128.93
12/05/21 lot 324	lot 324-DEFT I/CCd: DEFT I/Tfr 0000034763	\$17.04	\$145.97
13/05/21 lot 94	lot 94-BPay Payment: DEFT Bpay 0000034533	\$12.64	\$158.61
13/05/21 lot 169	lot 169-BPay Payment: DEFT Bpay 0000034608	\$7.84	\$166.45
13/05/21 lot 221	lot 221-BPay Payment: DEFT Bpay 0000034660	\$34.88	\$201.33
18/05/21 lot 283	lot 283-DEFT I/CCd: DEFT I/Tfr 0000034722	\$9.54	\$210.87
21/05/21 lot 290	lot 290-BPay Payment: DEFT Bpay 0000034729	\$10.55	\$221.42
25/05/21 lot 20	lot 20-Credit Card - CCD: DEFT CCd AX 0000	\$10.96	\$232.38
01/06/21 lot 61	lot 61-BPay Payment: DEFT Bpay 0000034500	\$69.94	\$302.32
01/06/21 lot 193	lot 193-BPay Payment: DEFT Bpay 0000034632	\$33.09	\$335.41
03/06/21 lot 94	lot 94-BPay Payment: DEFT Bpay 0000034533	\$17.25	\$352.66
08/06/21 lot 327	lot 327-BPay Payment: DEFT Bpay 0000034766	\$44.88	\$397.54
08/06/21 lot 327	lot 327-BPay Payment: DEFT Bpay 0000034766	\$19.32	\$416.86
10/06/21 lot 85	lot 85-BPay Payment: DEFT Bpay 0000034524	\$18.75	\$435.61
15/06/21 lot 153	lot 153-BPay Payment: DEFT Bpay 0000034592	\$13.86	\$449.47
16/06/21 lot 193	lot 193-BPay Payment: DEFT Bpay 0000034632	\$16.65	\$466.12
18/06/21 lot 308	lot 308-BPay Payment: DEFT Bpay 0000034747	\$0.27	\$466.39
24/06/21 lot 119	lot 119-BPay Payment: DEFT Bpay 0000034558	\$28.77	\$495.16
24/06/21 lot 119	lot 119-BPay Payment: DEFT Bpay 0000034558	\$48.01	\$543.17
24/06/21 lot 119	lot 119-BPay Payment: DEFT Bpay 0000034558	\$23.18	\$566.35
30/06/21	interest on levy reversal	-\$25.41	\$540.94
30/06/21 lot 292	lot 292-interest on levy reversal	\$25.41	\$566.35
30/06/21 lot 167	lot 167-BPay Payment: DEFT Bpay 0000034606	\$19.72	\$586.07
01/07/21 lot 214	lot 214-BPay Payment: DEFT Bpay 0000034653	\$34.82	\$620.89
12/07/21 lot 74	lot 74-BPay Payment: DEFT Bpay 0000034513	\$7.32	\$628.21
12/07/21 lot 74	lot 74-BPay Payment: DEFT Bpay 0000034513	\$50.71	\$678.92
12/07/21 lot 74	lot 74-BPay Payment: DEFT Bpay 0000034513	\$34.28	\$713.20
12/07/21 lot 74	lot 74-BPay Payment: DEFT Bpay 0000034513	\$18.21	\$731.41
19/07/21 lot 332	lot 332-BPay Payment: DEFT Bpay 0000034771	\$7.44	\$738.85
30/07/21 lot 214	lot 214-BPay Payment: DEFT Bpay 0000034653	\$19.20	\$758.05

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02/08/21 lot 229	lot 229-BPay Payment: DEFT Bpay 0000034668	\$14.28	\$772.33
07/08/21 lot 292	lot 292-BPay Payment: DEFT Bpay 0000034731	-\$25.41	\$746.92
16/08/21 lot 308	lot 308-BPay Payment: DEFT Bpay 0000034747	\$18.09	\$765.01
27/08/21 lot 208	lot 208-Cash - CSH: DEFT Csh 0000034647	\$44.43	\$809.44
27/08/21 lot 208	lot 208-Cash - CSH: DEFT Csh 0000034647	\$27.63	\$837.07
03/09/21 lot 90	lot 90-BPay Payment: DEFT Bpay 0000034529	\$47.80	\$884.87
13/09/21 lot 150	lot 150-BPay Payment: DEFT Bpay 0000034589	\$29.00	\$913.87
15/09/21 lot 134	lot 134-BPay Payment: DEFT Bpay 0000034573	\$44.73	\$958.60
16/09/21 lot 221	lot 221-BPay Payment: DEFT Bpay 0000034660	\$31.80	\$990.40
16/09/21 lot 221	lot 221-BPay Payment: DEFT Bpay 0000034660	\$2.55	\$992.95
17/09/21 lot 94	lot 94-Credit Card - CCD: DEFT CCd MC 0000	\$12.26	\$1,005.21
17/09/21 lot 242	lot 242-Cash - CSH: DEFT Csh 0000034681	\$13.66	\$1,018.87
20/09/21 lot 21	lot 21-BPay Payment: DEFT Bpay 0000034460	\$9.30	\$1,028.17
27/09/21 lot 37	lot 37-BPay Payment: DEFT Bpay 0000034476	\$10.78	\$1,038.95
27/09/21 lot 229	lot 229-BPay Payment: DEFT Bpay 0000034668	\$99.02	\$1,137.97
28/09/21 lot 33	lot 33-BPay Payment: DEFT Bpay 0000034472	\$10.78	\$1,148.75
01/10/21 lot 119	lot 119-BPay Payment: DEFT Bpay 0000034558	\$15.20	\$1,163.95
04/10/21 lot 230	lot 230-DEFT I/Tfr: DEFT I/CCd MD 000003466	\$95.57	\$1,259.52
04/10/21 lot 230	lot 230-DEFT I/Tfr: DEFT I/CCd MD 000003466	\$71.68	\$1,331.20
04/10/21 lot 230	lot 230-DEFT I/Tfr: DEFT I/CCd MD 000003466	\$48.31	\$1,379.51
04/10/21 lot 230	lot 230-DEFT I/Tfr: DEFT I/CCd MD 000003466	\$10.86	\$1,390.37
07/10/21 lot 256	lot 256-BPay Payment: DEFT Bpay 0000034695	\$15.86	\$1,406.23
26/10/21 lot 33	lot 33-BPay Payment: DEFT Bpay 0000034472	\$0.21	\$1,406.44
04/11/21 lot 131	lot 131-Credit Card - CCD: DEFT CCd MC 0000	\$67.28	\$1,473.72
04/11/21 lot 131	lot 131-Credit Card - CCD: DEFT CCd MC 0000	\$47.55	\$1,521.27
12/11/21 lot 230	lot 230-BPay Payment: DEFT Bpay 0000034669	\$4.22	\$1,525.49
16/11/21 lot 332	lot 332-BPay Payment: DEFT Bpay 0000034771	\$10.11	\$1,535.60
17/11/21 lot 81	lot 81-DEFT I/CCd: DEFT I/Tfr 0000034520	\$14.51	\$1,550.11
23/11/21 lot 20	lot 20-DEFT I/Tfr: DEFT I/CCd AX 000003445	\$10.77	\$1,560.88
30/11/21 lot 8	lot 8-BPay Payment: DEFT Bpay 0000034447	\$12.19	\$1,573.07
01/12/21 lot 280	lot 280-BPay Payment: DEFT Bpay 0000034719	\$17.22	\$1,590.29
14/12/21 lot 208	lot 208-Cash - CSH: DEFT Csh 0000034647	\$13.83	\$1,604.12
16/12/21 lot 325	lot 325-BPay Payment: DEFT Bpay 0000034764	\$17.91	\$1,622.03
20/12/21 lot 131	lot 131-BPay Payment: DEFT Bpay 0000034570	\$29.62	\$1,651.65
20/12/21 lot 131	lot 131-BPay Payment: DEFT Bpay 0000034570	\$17.55	\$1,669.20
23/12/21 lot 98	lot 98-DEFT I/CCd: DEFT I/Tfr 0000034537	\$17.54	\$1,686.74
30/12/21 lot 221	lot 221-BPay Payment: DEFT Bpay 0000034660	\$19.15	\$1,705.89
30/12/21 lot 221	lot 221-BPay Payment: DEFT Bpay 0000034660	\$14.55	\$1,720.44
04/01/22 lot 61	lot 61-BPay Payment: DEFT Bpay 0000034500	\$133.31	\$1,853.75
04/01/22 lot 229	lot 229-BPay Payment: DEFT Bpay 0000034668	\$21.83	\$1,875.58
05/01/22 lot 150	lot 150-BPay Payment: DEFT Bpay 0000034589	\$17.82	\$1,893.40
17/01/22 lot 332	lot 332-BPay Payment: DEFT Bpay 0000034771	\$23.28	\$1,916.68
Total Interest On Levy Arrears		\$1,916.68	

Owner Expense Recoveries

20/10/21 lot 133	lot 133-Dishonoured Cheque Fee - Lot 133	\$30.00	\$30.00
04/11/21 lot 3	lot 3-Title Search - Land Title Search	\$40.00	\$70.00
03/12/21 lot 131	lot 131-Title Search - Land Title Search	\$40.00	\$110.00
Total Owner Expense Recoveries		\$110.00	

Total Administrative Other Income \$15,192.11

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ADMINISTRATIVE FUND EXPENSES

Date	Ref.	Payee	Details	Amt.	Bal.
Air Conditioning Maintenance					
24/01/22	780658	AIRTEQ	Quarterly Maintenance - 21/12/21	\$711.00	\$711.00
			Total Air Conditioning Maintenance	\$711.00	

Audit Report

01/08/21	734394	NETSTRATA	Audit Preparation	\$386.36	\$386.36
			Total Audit Report	\$386.36	

Bank Fees

31/05/21			Service Charge: Service Charge Fee	\$5.00	\$5.00
30/06/21			Service Charge: Service Charge Fee	\$4.60	\$9.60
30/07/21			Service Charge: Service Charge Fee	\$5.20	\$14.80
31/08/21			Service Charge: Service Charge Fee	\$4.80	\$19.60
30/09/21			Service Charge: Service Charge Fee	\$4.40	\$24.00
29/10/21			Service Charge: Service Charge Fee	\$6.40	\$30.40
30/11/21			Service Charge: Service Charge Fee	\$5.00	\$35.40
31/12/21			Service Charge: Service Charge Fee	\$4.00	\$39.40
			Total Bank Fees	\$39.40	

BAS & Tax Administration

01/05/21	709530	NETSTRATA	BAS Administration - 01/02/21 - 30/04/21	\$395.63	\$395.63
01/08/21	734394	NETSTRATA	Tax Administration*	\$1,139.34	\$1,534.97
01/11/21	757961	NETSTRATA	BAS Administration - 01/08/21 - 31/10/21	\$395.63	\$1,930.60
			Total BAS & Tax Administration	\$1,930.60	

BMC/Community Contributions

25/05/21	716472	SP 93238B	BMC Contributions - 01/06/21 to 31/08/21	\$144,612.36	\$144,612.36
26/05/21	719862	SP 270778	Community Contributions - 01/04/21 to 30/06/21	\$11,659.55	\$156,271.91
04/06/21	719971	SP 270778	Community Contributions - 01/07/21 to 30/09/21	\$11,659.55	\$167,931.46
26/07/21	732855	SP 93238B	BMC Contributions - 01/09/21 to 30/11/21	\$144,612.32	\$312,543.78
27/08/21	744118	SP 270778	Community Contributions - 01/10/21 to 31/12/21	\$11,659.55	\$324,203.33
08/11/21	761080	SP 93238B	BMC Contributions 01/12/21 - 28/02/21	\$144,612.32	\$468,815.65
26/11/21	767671	SP 270778	Community Contributions - 01/01/22 to 31/03/22	\$11,659.55	\$480,475.20
			Total BMC/Community Contributions	\$480,475.20	

Building Defect Claim Administration

01/08/21	734394	NETSTRATA	Defect Work*	\$472.72	\$472.72
01/11/21	757961	NETSTRATA	Defect Inspection on-site with Core Consulting, Billbergia & Structure BM*	\$1,063.64	\$1,536.36
			Total Building Defect Claim Administration	\$1,536.36	

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Building Manager/Caretaker

01/06/21	718209	STRUCTURE B/M	Building Management - June 2021	\$9,100.10	\$9,100.10
01/07/21	726663	STRUCTURE B/M	Building Management - July 2021	\$9,100.10	\$18,200.20
02/08/21	735040	STRUCTURE B/M	Building Management - August 2021	\$9,100.10	\$27,300.30
02/09/21	742211	STRUCTURE B/M	Building Management - September 2021	\$9,100.10	\$36,400.40
05/10/21	750593	STRUCTURE B/M	Building Management - October 2021	\$9,100.10	\$45,500.50
02/11/21	759165	STRUCTURE B/M	Building Management - November 2021	\$9,100.10	\$54,600.60
23/11/21	765273	STRUCTURE B/M	Cleaning Consumable - September 2021	\$30.45	\$54,631.05
02/12/21	767938	STRUCTURE B/M	Building Management - December 2021	\$9,100.10	\$63,731.15
05/01/22	775893	STRUCTURE B/M	Building Management - January 2022	\$9,100.10	\$72,831.25
Total Building Manager/Caretaker				\$72,831.25	

Cleaning - General

12/05/21	713619	QUANTUM TECHNIK	Clean & Seal Paving to Entry Foyers - May 2021	\$578.64	\$578.64
28/05/21	718171	ECOSHINE SERVICES	Cleaning - May 2021	\$2,520.00	\$3,098.64
07/06/21	720644	ECOSHINE SERVICES	Cleaning Carpet - May 2021	\$150.00	\$3,248.64
07/06/21	720659	ECOSHINE SERVICES	Cleaning - April 2021	\$10,420.00	\$13,668.64
29/06/21	726074	ECOSHINE SERVICES	Cleaning - May 2021	\$10,490.00	\$24,158.64
12/07/21	729770	ECOSHINE SERVICES	Cleaning - June 2021	\$10,420.00	\$34,578.64
04/08/21	736038	ECOSHINE SERVICES	Cleaning - July 2021	\$10,420.00	\$44,998.64
11/10/21	752228	ECOSHINE SERVICES	Cleaning - August 2021	\$10,140.00	\$55,138.64
11/10/21	752228	ECOSHINE SERVICES	Cleaning - Sunday Wok - August 2021	\$350.00	\$55,488.64
18/10/21	754068	ECOSHINE SERVICES	Cleaning - September 2021	\$10,420.00	\$65,908.64
15/11/21	762905	ECOSHINE SERVICES	Cleaning - October 2021	\$10,140.00	\$76,048.64
15/11/21	762905	ECOSHINE SERVICES	Cleaning - Sunday Work - October 2021	\$350.00	\$76,398.64
06/01/22	775654	ECOSHINE SERVICES	Cleaning - December 2021	\$10,420.00	\$86,818.64
12/01/22	778010	ECOSHINE SERVICES	Cleaning - December 2021	\$10,420.00	\$97,238.64
12/01/22	778011	CALM PROPERTY SERVICES	Waste Chute Cleaning - October 2021	\$1,800.00	\$99,038.64
24/01/22	780654	GLOBAL HOSPITALITY SOLUTIONS	Cleaning - December 2021	\$675.00	\$99,713.64
Total Cleaning - General				\$99,713.64	

Debt Collection Fees

01/05/21	709530	NETSTRATA	Levy Notice on 30/04/2021*	\$827.32	\$827.32
06/05/21	714810	AMPAC	LOT 268 30/4/21	\$1,385.00	\$2,212.32
02/06/21	718991	AMPAC	LOT 268 31/5/21	\$3,458.27	\$5,670.59
01/08/21	734394	NETSTRATA	Levy Notice on 31/07/2021*	\$1,463.72	\$7,134.31
01/11/21	757961	NETSTRATA	Levy Notice on 31/12/2021*	\$1,495.54	\$8,629.85
12/11/21	762472	STRATEGIC COLLECTION	Debt Collection Fees - 12/11/21	\$400.00	\$9,029.85
12/11/21	762476	STRATEGIC COLLECTION	Debt Collection Fees - 12/11/21	\$737.64	\$9,767.49
12/01/22	777905	STRATEGIC COLLECTION	Receive & Review Instructions From Client - 11/01/22	\$225.60	\$9,993.09
12/01/22	777909	STRATEGIC COLLECTION	Receive & Review Instructions From Client - 11/01/22	\$1,585.45	\$11,578.54
Total Debt Collection Fees				\$11,578.54	

DEFT Process Fees

31/05/21		DEFT Process Fee		\$7.55	\$7.55
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30/06/21		DEFT Process Fee	\$12.27	\$19.82
30/07/21		DEFT Process Fee	\$129.95	\$149.77
31/08/21		DEFT Process Fee	\$80.32	\$230.09
30/09/21		DEFT Process Fee	\$138.82	\$368.91
29/10/21		DEFT Process Fee	\$50.95	\$419.86
30/11/21		DEFT Process Fee	\$16.73	\$436.59
31/12/21		DEFT Process Fee	\$148.82	\$585.41
		Total DEFT Process Fees	\$585.41	

Electrical Repairs

23/09/21	747992	RADI ELECTRICAL	Investigate Tripping Circuit - 20/08/21	\$850.00	\$850.00
11/10/21	752435	RADI ELECTRICAL	Installed Timer - 29/04/21	\$442.18	\$1,292.18
29/11/21	766801	RADI ELECTRICAL	Investigated Lights - 19/11/21	\$742.50	\$2,034.68
			Total Electrical Repairs	\$2,034.68	

Fire Services

07/06/21	721650	PHOENIX FIRE	U503 Front Door Being Jammed - 25/05/21	\$125.00	\$125.00
28/06/21	725524	PHOENIX FIRE	Third Inspection - 09/06/21	\$120.00	\$245.00
28/06/21	725527	PHOENIX FIRE	Third Inspection - 31/05/21	\$85.00	\$330.00
28/06/21	725529	PHOENIX FIRE	Third Inspection - 31/05/21	\$85.00	\$415.00
01/08/21	734394	NETSTRATA	Authorise AFSS	\$1,798.76	\$2,213.76
10/09/21	745312	PHOENIX FIRE	Secondary Inspection - 03/07/21	\$85.00	\$2,298.76
			Total Fire Services	\$2,298.76	

Garage Security Gate / Shutter

23/11/21	764805	ALLGATE AUTOMATION	Door Not Opening Properly - 16/11/21	\$606.00	\$606.00
			Total Garage Security Gate / Shutter	\$606.00	

Gardening

16/09/21	746384	LANDSCAPE SOLUTIONS	Landscape Maintenance - September 2021	\$1,279.57	\$1,279.57
16/11/21	762958	LANDSCAPE SOLUTIONS	Landscape Maintenance - November 2021	\$1,279.57	\$2,559.14
			Total Gardening	\$2,559.14	

General Maintenance

23/05/21	716069	OPTIMUM BUILDING	Waterproof Balcony & Garden Bed - 19/05/21	\$150.00	\$150.00
23/05/21	716071	OPTIMUM BUILDING	Seal Balcony Top Join - 28/03/21	\$250.00	\$400.00
23/05/21	716074	OPTIMUM BUILDING	Balcony Door - Replace Strip Back - 15/03/21	\$150.00	\$550.00
28/05/21	717809	OPTIMUM BUILDING	Roof & Wall Damage Due To Leak - 19/05/21	\$400.00	\$950.00
07/06/21	721454	CARL'S GLASS	Install Double Glazed Unit - 27/05/21	\$2,750.00	\$3,700.00
25/06/21	725170	EPSILON SECURITY	Intercom Repair - 28/04/21	\$694.00	\$4,394.00
29/06/21	726064	OPTIMUM BUILDING	Repair Balcony Door Lock - 21/06/21	\$150.00	\$4,544.00
29/06/21	726068	OPTIMUM BUILDING	Balcony Door Wheel Damage Repair - 31/05/21	\$600.00	\$5,144.00
29/06/21	726078	CALM PROPERTY SERVICES	Unblocking Garbage Chute - June 2021	\$250.00	\$5,394.00
24/08/21	745928	MARKSMAN8 SERVICES	Ceiling Repairs to unit - 20/08/21	\$550.00	\$5,944.00
23/09/21	747976	GAS TECH AUSTRALIA	Fixed Gas Detector - 20/08/21	\$750.00	\$6,694.00
23/09/21	747983	OPTIMUM BUILDING	Install Light Set & Paint - 19/08/21	\$363.64	\$7,057.64
18/10/21	754074	CALM PROPERTY SERVICES	AH Unblock Waste Chute & Repair - 08/10/21	\$495.00	\$7,552.64

Strata Plan 93238
2 BURROWAY ROAD WENTWORTH POINT

25/10/21	755716	OPTIMUM BUILDING	Level 1 - Paint 4x Fire Doors - 11/10/21	\$1,045.45	\$8,598.09
25/10/21	755743	CALM PROPERTY SERVICES	Maintenance Of Waste Equipment - 07/10/21	\$195.00	\$8,793.09
15/11/21	762852	OPTIMUM BUILDING	Front Door Paint - 31/10/21	\$350.00	\$9,143.09
23/11/21	764694	OPTIMUM BUILDING	Door Lock Repair - 13/11/21	\$270.00	\$9,413.09
23/11/21	764813	OPTIMUM BUILDING	Repair Water Leak - 01/11/21	\$170.00	\$9,583.09
06/01/22	775653	OPTIMUM BUILDING	Install New Door Handle - 11/2021	\$270.00	\$9,853.09
06/01/22	776662	OPTIMUM BUILDING	Remove Old Lock - 12/12/21	\$270.00	\$10,123.09
06/01/22	776854	OPTIMUM BUILDING	Replace Lobby Led Lights - 30/11/21	\$350.00	\$10,473.09
06/01/22	776857	OPTIMUM BUILDING	U309 Water Leak - 28/11/21	\$180.00	\$10,653.09
12/01/22	777957	OPTIMUM BUILDING	Waterproofing Wall - 19/12/21	\$181.82	\$10,834.91
12/01/22	777958	MAGITEK	Windows Sealing - 04/01/22	\$280.00	\$11,114.91
24/01/22	780662	OPTIMUM BUILDING	Balcony Door Wheel Damaged - 17/01/22	\$1,600.00	\$12,714.91
24/01/22	780955	OPTIMUM BUILDING	Relocate Concrete Slave - 10/01/22	\$136.36	\$12,851.27
Total General Maintenance				\$12,851.27	

Hot Water System Maintenance

18/10/21	754112	AEROCYCLE PLUMBING	Hot Water System Repairs - 29/09/21	\$301.00	\$301.00
18/10/21	754113	AEROCYCLE PLUMBING	Hot Water Circulation Pump Replacement - 11/8/2021	\$2,448.75	\$2,749.75
29/11/21	766795	AEROCYCLE PLUMBING	Quarterly Hot Water Service - 25/10/21	\$615.00	\$3,364.75
29/11/21	766999	AEROCYCLE PLUMBING	Replace Circulation Pump - 02/11/21	\$1,294.37	\$4,659.12
29/11/21	767006	AEROCYCLE PLUMBING	Bldg.1 Replace Thermostat & Probe - 02/11/21	\$555.47	\$5,214.59
Total Hot Water System Maintenance				\$5,214.59	

Income Tax

20/12/21	774087	AUST. TAX OFFICE	Income Tax 2021	\$348.60	\$348.60
Total Income Tax				\$348.60	

Inspection Fees

15/10/21	753554	CITY OF PARRAMITTA COUNCIL	AFSS Fees - 14/10/21	\$195.00	\$195.00
Total Inspection Fees				\$195.00	

Insurance Premium

25/05/21	716653	COVERFORCE	Insurance Premium 31/05/2021 - 31/05/2022	\$3,457.32	\$3,457.32
25/05/21	716653	COVERFORCE	Stamp duty on the Insurance Premium	\$231.48	\$3,688.80
Total Insurance Premium				\$3,688.80	

Intercom Repairs / Replacement

28/04/21	707977	EPSILON SECURITY	Rejected:U306 Install Monitor - 28/04/21	-\$694.00	-\$694.00
23/08/21	739836	EPSILON SECURITY	Level 3 Install 2 Power Supply - 09/08/21	\$2,574.00	\$1,880.00
11/10/21	752237	EPSILON SECURITY	Intercom Stuck On A Reboot - 15/09/21	\$95.00	\$1,975.00
11/10/21	752419	EPSILON SECURITY	Intercom Not Working - 24/09/21	\$95.00	\$2,070.00
15/11/21	762859	EPSILON SECURITY	Reset All Switches & All Devices - 24/09/21	\$475.00	\$2,545.00
29/11/21	766798	EPSILON SECURITY	Repairs to Intercom Not Working - 22/11/21	\$177.27	\$2,722.27
06/01/22	775643	EPSILON SECURITY	Inspect and Repair Intercom Not Ringing - 15/12/21	\$694.00	\$3,416.27
06/01/22	775651	EPSILON SECURITY	Inspect Intercom Issue - 16/12/21	\$95.00	\$3,511.27

Strata Plan 93238
2 BURROWAY ROAD WENTWORTH POINT

06/01/22	775655	EPSILON SECURITY	Intercom Repairs - 15/12/21	\$694.00	\$4,205.27
06/01/22	776856	EPSILON SECURITY	Inspected Repairs - 15/12/21	\$694.00	\$4,899.27
24/01/22	780664	EPSILON SECURITY	U205 Faulty Monitor - 20/01/22	\$694.00	\$5,593.27
Total Intercom Repairs / Replacement				\$5,593.27	

Land Titles & By-Law Registration

01/08/21	734394	NETSTRATA	4 X By-Law Preparation and Lodgement from 2021 AGM (Payment Plans, Fire Inspection & Administration, Communication & Dispute Resolution and Regatta Community Room By-Laws)	\$4,181.82	\$4,181.82
30/09/21	749674	ADVOCATUS LAWYERS & CONSULTANTS	Land Titles & By-Law Registration - Special By-Law 18,19,20,21	\$50.00	\$4,231.82
30/09/21	749674	ADVOCATUS LAWYERS & CONSULTANTS	NSWLRS Fee	\$134.27	\$4,366.09
30/09/21	749674	ADVOCATUS LAWYERS & CONSULTANTS	PEXA Fee	\$40.20	\$4,406.29
Total Land Titles & By-Law Registration				\$4,406.29	

Lawn Mowing & Gardening

21/05/21	715557	LANDSCAPE SOLUTIONS	Landscape Maintenance - May 2021	\$1,278.29	\$1,278.29
15/06/21	722991	LANDSCAPE SOLUTIONS	Landscape Maintenance - June 2021	\$1,279.57	\$2,557.86
15/07/21	730649	LANDSCAPE SOLUTIONS	Landscape Maintenance - July 2021	\$1,279.57	\$3,837.43
01/09/21	742400	LANDSCAPE SOLUTIONS	Lawn Mowing & Gardening - August 2021	\$1,279.57	\$5,117.00
18/10/21	753722	LANDSCAPE SOLUTIONS	Landscape Maintenance - October 2021	\$1,279.57	\$6,396.57
16/12/21	772683	LANDSCAPE SOLUTIONS	Landscape Maintenance - December 2021	\$1,279.57	\$7,676.14
19/01/22	779556	LANDSCAPE SOLUTIONS	Landscape Maintenance - January 2022	\$1,279.57	\$8,955.71
Total Lawn Mowing & Gardening				\$8,955.71	

Legal Fees

25/06/21	727822	MILLER & PRINCE	LOT 256 25/6/21	\$300.00	\$300.00
25/06/21	727823	MILLER & PRINCE	LOT 119 25/6/21	\$300.00	\$600.00
09/12/21	771000	GRACE LAWYERS	Legal Fees Lot 131 Levy Recovery - 07/12/21	\$55.00	\$655.00
Total Legal Fees				\$655.00	

Legislative Compliance

01/05/21	709530	NETSTRATA	Lift Registration	\$239.96	\$239.96
01/08/21	734394	NETSTRATA	Pre-AGM Survey & Preparation	\$3,000.00	\$3,239.96
01/08/21	734394	NETSTRATA	Lift Registration	\$107.57	\$3,347.53
01/11/21	757961	NETSTRATA	Update Tenant Details Lot 320	\$20.00	\$3,367.53
01/11/21	757961	NETSTRATA	Update Tenant Details Lot 287	\$20.00	\$3,387.53
01/11/21	757961	NETSTRATA	Update Tenant Details Lot 227	\$20.00	\$3,407.53
01/11/21	757961	NETSTRATA	Update Tenant Details Lot 126	\$20.00	\$3,427.53
01/11/21	757961	NETSTRATA	Update Tenant Details Lot 281	\$20.00	\$3,447.53
01/11/21	757961	NETSTRATA	Update Tenant Details Lot 218	\$20.00	\$3,467.53
01/11/21	757961	NETSTRATA	Update Tenant Details Lot 286	\$20.00	\$3,487.53
01/11/21	757961	NETSTRATA	Update Tenant Details Lot 203	\$20.00	\$3,507.53
01/11/21	757961	NETSTRATA	Update Tenant Details Lot 186	\$20.00	\$3,527.53
01/11/21	757961	NETSTRATA	Update Tenant Details Lot 194	\$20.00	\$3,547.53

Strata Plan 93238
2 BURROWAY ROAD WENTWORTH POINT

01/11/21	757961	NETSTRATA	Update Tenant Details Lot 266	\$20.00	\$3,567.53
01/11/21	757961	NETSTRATA	Update Tenant Details Lot 27	\$20.00	\$3,587.53
01/11/21	757961	NETSTRATA	Update Tenant Details Lot 7	\$20.00	\$3,607.53
01/11/21	757961	NETSTRATA	Update Tenant Details Lot 10	\$20.00	\$3,627.53
01/11/21	757961	NETSTRATA	Update Tenant Details Lot 34	\$20.00	\$3,647.53
01/11/21	757961	NETSTRATA	Update Tenant Details Lot 49	\$20.00	\$3,667.53
01/11/21	757961	NETSTRATA	Update Tenant Details Lot 17	\$20.00	\$3,687.53
01/11/21	757961	NETSTRATA	Update Tenant Details Lot 247	\$20.00	\$3,707.53
01/11/21	757961	NETSTRATA	Update Tenant Details Lot 41	\$20.00	\$3,727.53
01/11/21	757961	NETSTRATA	Update Tenant Details Lot 109	\$20.00	\$3,747.53
01/11/21	757961	NETSTRATA	Update Tenant Details Lot 28	\$20.00	\$3,767.53
01/11/21	757961	NETSTRATA	Update Tenant Details Lot 271	\$20.00	\$3,787.53
01/11/21	757961	NETSTRATA	Update Tenant Details Lot 25	\$20.00	\$3,807.53
01/11/21	757961	NETSTRATA	Update Tenant Details Lot 93	\$20.00	\$3,827.53
01/11/21	757961	NETSTRATA	Update Tenant Details Lot 48	\$20.00	\$3,847.53
01/11/21	757961	NETSTRATA	Update Tenant Details Lot 46	\$20.00	\$3,867.53
01/11/21	757961	NETSTRATA	Update Tenant Details Lot 219	\$20.00	\$3,887.53
01/11/21	757961	NETSTRATA	Update Tenant Details Lot 121	\$20.00	\$3,907.53
01/11/21	757961	NETSTRATA	Update Tenant Details Lot 54	\$20.00	\$3,927.53
01/11/21	757961	NETSTRATA	Update Tenant Details Lot 50	\$20.00	\$3,947.53
01/11/21	757961	NETSTRATA	Update Tenant Details Lot 318	\$20.00	\$3,967.53
01/11/21	757961	NETSTRATA	Update Tenant Details Lot 317	\$20.00	\$3,987.53
01/11/21	757961	NETSTRATA	Update Tenant Details Lot 149	\$20.00	\$4,007.53
01/11/21	757961	NETSTRATA	Update Tenant Details Lot 36	\$20.00	\$4,027.53
01/11/21	757961	NETSTRATA	Update Tenant Details Lot 147	\$20.00	\$4,047.53
01/11/21	757961	NETSTRATA	Update Tenant Details Lot 95	\$20.00	\$4,067.53
01/11/21	757961	NETSTRATA	Update Tenant Details Lot 87	\$20.00	\$4,087.53
01/11/21	757961	NETSTRATA	Update Tenant Details Lot 303	\$20.00	\$4,107.53
01/11/21	757961	NETSTRATA	Update Tenant Details Lot 13	\$20.00	\$4,127.53
01/11/21	757961	NETSTRATA	Update Tenant Details Lot 261	\$20.00	\$4,147.53
01/11/21	757961	NETSTRATA	Update Tenant Details Lot 265	\$20.00	\$4,167.53
01/11/21	757961	NETSTRATA	Update Tenant Details Lot 205	\$20.00	\$4,187.53
01/11/21	757961	NETSTRATA	Update Tenant Details Lot 328	\$20.00	\$4,207.53
01/11/21	757961	NETSTRATA	Update Tenant Details Lot 26	\$20.00	\$4,227.53
01/11/21	757961	NETSTRATA	Update Tenant Details Lot 114	\$20.00	\$4,247.53
01/11/21	757961	NETSTRATA	Update Tenant Details Lot 120	\$20.00	\$4,267.53
01/11/21	757961	NETSTRATA	Update Tenant Details Lot 70	\$20.00	\$4,287.53
01/11/21	757961	NETSTRATA	Update Tenant Details Lot 289	\$20.00	\$4,307.53
01/11/21	757961	NETSTRATA	Update Tenant Details Lot 106	\$20.00	\$4,327.53
01/11/21	757961	NETSTRATA	Update Tenant Details Lot 140	\$20.00	\$4,347.53
01/11/21	757961	NETSTRATA	Update Tenant Details Lot 179	\$20.00	\$4,367.53
01/11/21	757961	NETSTRATA	Update Tenant Details Lot 68	\$20.00	\$4,387.53
01/11/21	757961	NETSTRATA	Update Tenant Details Lot 159	\$20.00	\$4,407.53
01/11/21	757961	NETSTRATA	Update Tenant Details Lot 236	\$20.00	\$4,427.53
01/11/21	757961	NETSTRATA	Update Tenant Details Lot 267	\$20.00	\$4,447.53
01/11/21	757961	NETSTRATA	Update Tenant Details Lot 226	\$20.00	\$4,467.53
01/11/21	757961	NETSTRATA	Update Tenant Details Lot 161	\$20.00	\$4,487.53
01/11/21	757961	NETSTRATA	Update Tenant Details Lot 137	\$20.00	\$4,507.53
01/11/21	757961	NETSTRATA	Update Tenant Details Lot 180	\$20.00	\$4,527.53
01/11/21	757961	NETSTRATA	Update Tenant Details Lot 162	\$20.00	\$4,547.53
01/11/21	757961	NETSTRATA	Update Tenant Details Lot 192	\$20.00	\$4,567.53
01/11/21	757961	NETSTRATA	Update Tenant Details Lot 11	\$20.00	\$4,587.53
01/11/21	757961	NETSTRATA	Update Tenant Details Lot 332	\$20.00	\$4,607.53
01/11/21	757961	NETSTRATA	Update Tenant Details Lot 254	\$20.00	\$4,627.53
01/11/21	757961	NETSTRATA	Update Tenant Details Lot 24	\$20.00	\$4,647.53
01/11/21	757961	NETSTRATA	Update Tenant Details Lot 84	\$20.00	\$4,667.53

Strata Plan 93238
2 BURROWAY ROAD WENTWORTH POINT

01/11/21	757961	NETSTRATA	Update Tenant Details Lot 262	\$20.00	\$4,687.53
01/11/21	757961	NETSTRATA	Update Tenant Details Lot 75	\$20.00	\$4,707.53
01/11/21	757961	NETSTRATA	Update Tenant Details Lot 60	\$20.00	\$4,727.53
01/11/21	757961	NETSTRATA	Update Tenant Details Lot 260	\$20.00	\$4,747.53
01/11/21	757961	NETSTRATA	Update Tenant Details Lot 76	\$20.00	\$4,767.53
01/11/21	757961	NETSTRATA	Update Tenant Details Lot 195	\$20.00	\$4,787.53
01/11/21	757961	NETSTRATA	Update Tenant Details Lot 305	\$20.00	\$4,807.53
01/11/21	757961	NETSTRATA	Update Tenant Details Lot 314	\$20.00	\$4,827.53
01/11/21	757961	NETSTRATA	Update Tenant Details Lot 220	\$20.00	\$4,847.53
01/11/21	757961	NETSTRATA	Update Tenant Details Lot 213	\$20.00	\$4,867.53
01/11/21	757961	NETSTRATA	Update Tenant Details Lot 97	\$20.00	\$4,887.53
01/11/21	757961	NETSTRATA	Update Tenant Details Lot 145	\$20.00	\$4,907.53
01/11/21	757961	NETSTRATA	Update Tenant Details Lot 163	\$20.00	\$4,927.53
01/11/21	757961	NETSTRATA	Update Tenant Details Lot 67	\$20.00	\$4,947.53
01/11/21	757961	NETSTRATA	Update Tenant Details Lot 156	\$20.00	\$4,967.53
01/11/21	757961	NETSTRATA	Update Tenant Details Lot 168	\$20.00	\$4,987.53
01/11/21	757961	NETSTRATA	Update Tenant Details Lot 79	\$20.00	\$5,007.53
01/11/21	757961	NETSTRATA	Update Tenant Details Lot 174	\$20.00	\$5,027.53
01/11/21	757961	NETSTRATA	Update Tenant Details Lot 184	\$20.00	\$5,047.53
01/11/21	757961	NETSTRATA	Update Tenant Details Lot 259	\$20.00	\$5,067.53
01/11/21	757961	NETSTRATA	Update Tenant Details Lot 96	\$20.00	\$5,087.53
01/11/21	757961	NETSTRATA	Update Tenant Details Lot 330	\$20.00	\$5,107.53
01/11/21	757961	NETSTRATA	Update Tenant Details Lot 309	\$20.00	\$5,127.53
01/11/21	757961	NETSTRATA	Update Tenant Details Lot 176	\$20.00	\$5,147.53
01/11/21	757961	NETSTRATA	Update Tenant Details Lot 172	\$20.00	\$5,167.53
01/11/21	757961	NETSTRATA	Update Tenant Details Lot 73	\$20.00	\$5,187.53
01/11/21	757961	NETSTRATA	Update Tenant Details Lot 72	\$20.00	\$5,207.53
01/11/21	757961	NETSTRATA	Update Tenant Details Lot 211	\$20.00	\$5,227.53
01/11/21	757961	NETSTRATA	Update Tenant Details Lot 44	\$20.00	\$5,247.53
01/11/21	757961	NETSTRATA	Update Tenant Details Lot 252	\$20.00	\$5,267.53
01/11/21	757961	NETSTRATA	Update Tenant Details Lot 288	\$20.00	\$5,287.53
01/11/21	757961	NETSTRATA	Update Tenant Details Lot 269	\$20.00	\$5,307.53
01/11/21	757961	NETSTRATA	Update Tenant Details Lot 244	\$20.00	\$5,327.53
01/11/21	757961	NETSTRATA	Update Tenant Details Lot 275	\$20.00	\$5,347.53
01/11/21	757961	NETSTRATA	Update Tenant Details Lot 249	\$20.00	\$5,367.53
01/11/21	757961	NETSTRATA	Update Tenant Details Lot 329	\$20.00	\$5,387.53
01/11/21	757961	NETSTRATA	Update Tenant Details Lot 315	\$20.00	\$5,407.53
01/11/21	757961	NETSTRATA	Update Tenant Details Lot 312	\$20.00	\$5,427.53
01/11/21	757961	NETSTRATA	Update Tenant Details Lot 326	\$20.00	\$5,447.53
01/11/21	757961	NETSTRATA	Update Tenant Details Lot 53	\$20.00	\$5,467.53
01/11/21	757961	NETSTRATA	Update Tenant Details Lot 212	\$20.00	\$5,487.53
01/11/21	757961	NETSTRATA	Update Tenant Details Lot 202	\$20.00	\$5,507.53
01/11/21	757961	NETSTRATA	Update Tenant Details Lot 196	\$20.00	\$5,527.53
01/11/21	757961	NETSTRATA	Update Tenant Details Lot 238	\$20.00	\$5,547.53
01/11/21	757961	NETSTRATA	Update Tenant Details Lot 223	\$20.00	\$5,567.53
01/11/21	757961	NETSTRATA	Update Tenant Details Lot 122	\$20.00	\$5,587.53
01/11/21	757961	NETSTRATA	Update Tenant Details Lot 296	\$20.00	\$5,607.53
01/11/21	757961	NETSTRATA	Update Tenant Details Lot 78	\$20.00	\$5,627.53
01/11/21	757961	NETSTRATA	Update Tenant Details Lot 201	\$20.00	\$5,647.53
01/11/21	757961	NETSTRATA	Update Tenant Details Lot 209	\$20.00	\$5,667.53
01/11/21	757961	NETSTRATA	Update Tenant Details Lot 263	\$20.00	\$5,687.53
01/11/21	757961	NETSTRATA	Update Tenant Details Lot 2	\$20.00	\$5,707.53
01/11/21	757961	NETSTRATA	Update Tenant Details Lot 197	\$20.00	\$5,727.53
01/11/21	757961	NETSTRATA	Update Tenant Details Lot 200	\$20.00	\$5,747.53
01/11/21	757961	NETSTRATA	Update Tenant Details Lot 256	\$20.00	\$5,767.53
01/11/21	757961	NETSTRATA	Update Tenant Details Lot 210	\$20.00	\$5,787.53

Strata Plan 93238
2 BURROWAY ROAD WENTWORTH POINT

01/11/21	757961	NETSTRATA	Update Tenant Details Lot 284	\$20.00	\$5,807.53
01/11/21	757961	NETSTRATA	Update Tenant Details Lot 139	\$20.00	\$5,827.53
01/11/21	757961	NETSTRATA	Update Tenant Details Lot 62	\$20.00	\$5,847.53
01/11/21	757961	NETSTRATA	Update Tenant Details Lot 1	\$20.00	\$5,867.53
01/11/21	757961	NETSTRATA	Update Tenant Details Lot 206	\$20.00	\$5,887.53
01/11/21	757961	NETSTRATA	Update Tenant Details Lot 207	\$20.00	\$5,907.53
01/11/21	757961	NETSTRATA	Update Tenant Details Lot 160	\$20.00	\$5,927.53
01/11/21	757961	NETSTRATA	Update Tenant Details Lot 255	\$20.00	\$5,947.53
01/11/21	757961	NETSTRATA	Update Tenant Details Lot 313	\$20.00	\$5,967.53
01/11/21	757961	NETSTRATA	Update Tenant Details Lot 58	\$20.00	\$5,987.53
01/11/21	757961	NETSTRATA	Update Tenant Details Lot 291	\$20.00	\$6,007.53
01/11/21	757961	NETSTRATA	Update Tenant Details Lot 307	\$20.00	\$6,027.53
01/11/21	757961	NETSTRATA	Update Tenant Details Lot 237	\$20.00	\$6,047.53
Total Legislative Compliance				\$6,047.53	

Lift Maintenance

14/07/21	730225	TK ELEVATOR	Lift Maintenance - 01/05/21 - 31/07/21	\$5,384.49	\$5,384.49
03/08/21	735393	TK ELEVATOR	Lift Maintenance - 01/11/20 to 31/01/21	\$5,253.15	\$10,637.64
04/08/21	736029	EPSILON SECURITY	Lift Interface Not Working - 30/07/21	\$95.00	\$10,732.64
13/08/21	738375	TK ELEVATOR	Lift5 Readjust Mounting Clips - 12/08/21	\$450.00	\$11,182.64
09/09/21	744775	TK ELEVATOR	Lift Maintenance - 01/11/21 - 31/01/22	\$5,400.00	\$16,582.64
26/10/21	755998	TK ELEVATOR	Lift3 Stopped Level Due To Power Outage - 27/07/21	\$225.00	\$16,807.64
26/10/21	756002	TK ELEVATOR	Lift Maintenance - 01/08/21 - 31/10/21	\$5,400.00	\$22,207.64
05/01/22	775878	STRATA ESSENTIAL SERVICES	Lift Contract Negotiations & Commercial Terms - 04/01/22	\$2,065.03	\$24,272.67
20/01/22	779827	TK ELEVATOR	Lift Maintenance - 01/02/22 - 30/04/22	\$5,130.00	\$29,402.67
Total Lift Maintenance				\$29,402.67	

Lift Phone & Phone Charges

01/05/21	709530	NETSTRATA	Phone Charges 01/02/21 to 30/04/21	\$135.92	\$135.92
01/06/21	718418	STRATA ESSENTIAL SERVICES	Lift Gateway Dual Sims - June 2021	\$660.00	\$795.92
01/08/21	734394	NETSTRATA	Phone Charges - 01/05/21 - 31/07/21*	\$328.36	\$1,124.28
01/09/21	741954	STRATA ESSENTIAL SERVICES	Lift Gateway Dual Sims - September 2021	\$660.00	\$1,784.28
01/11/21	757961	NETSTRATA	Phone Charges - 01/08/21 - 31/10/21*	\$339.62	\$2,123.90
01/12/21	767461	STRATA ESSENTIAL SERVICES	Lift Gateway Dual Sims - December 2021	\$660.00	\$2,783.90
Total Lift Phone & Phone Charges				\$2,783.90	

Locks & Doors

23/05/21	716078	OPTIMUM BUILDING	Replace Faulty Winder & Door Lock - 29/03/21	\$435.00	\$435.00
29/06/21	726058	EMPIRE LOCKSMITHS	Install Cylinder - 22/06/21	\$180.00	\$615.00
30/09/21	749625	JENS LOCKER	Reimbursement for Lock Replacement	\$490.00	\$1,105.00
18/10/21	754066	EMPIRE LOCKSMITHS	Install Mortise Lock - 29/09/21	\$262.40	\$1,367.40
18/10/21	754069	EMPIRE LOCKSMITHS	Install Mortise Lock - 30/09/21	\$262.40	\$1,629.80
15/11/21	762860	EMPIRE LOCKSMITHS	Install Lockwood Strike - 21/10/21	\$395.00	\$2,024.80
23/11/21	764812	EMPIRE LOCKSMITHS	Service - 03/11/21	\$170.00	\$2,194.80
06/01/22	777008	DORMA AUSTRALIA	Repairs to Level 7 Courtyard Entry Swing Door - 18/11/21	\$345.00	\$2,539.80
12/01/22	777959	EMPIRE LOCKSMITHS	Replaced Faulty Electric Strike - 17/12/21	\$452.00	\$2,991.80
12/01/22	777960	EMPIRE LOCKSMITHS	Service Call & Labour - 31/12/21	\$170.00	\$3,161.80

Strata Plan 93238
2 BURROWAY ROAD WENTWORTH POINT

Total Locks & Doors **\$3,161.80**

Management Services

01/05/21 709530 NETSTRATA	Management Services - 01/05/21 - 31/07/21	\$22,892.73	\$22,892.73
01/08/21 734394 NETSTRATA	Management Services - 01/08/21 - 31/10/21*	\$24,487.53	\$47,380.26
01/11/21 757961 NETSTRATA	Management Services - 01/11/2021 - 31/01/21	\$24,063.96	\$71,444.22
	Total Management Services	\$71,444.22	

Pest Control - General

29/06/21 726079 BUGS-BE-GONE	Pest Control - 02/06/21	\$200.00	\$200.00
11/10/21 752455 BUGS-BE-GONE	Treat Common Areas Cockroaches - 17/09/21	\$200.00	\$400.00
06/01/22 776853 BUGS-BE-GONE	Pest Control - 14/12/21	\$200.00	\$600.00
	Total Pest Control - General	\$600.00	

Plumbing - General

23/05/21 716259 BRAY STREET PLUMBING	U206 & 306 Water Leak Investigation - 17/05/21	\$2,160.00	\$2,160.00
23/05/21 716300 AEROCYCLE PLUMBING	Quarterly Hot Water Service - 09/04/21	\$615.00	\$2,775.00
23/05/21 716303 AEROCYCLE PLUMBING	Reports No Hot Water - 20/05/21	\$704.00	\$3,479.00
07/06/21 720655 AEROCYCLE PLUMBING	Leak Hot Water System - 28/05/21	\$280.00	\$3,759.00
29/06/21 726088 EYZGO PLUMBING	Inspect Blocked Floor Waste - 16/06/21	\$140.00	\$3,899.00
26/07/21 732368 AEROCYCLE PLUMBING	Quarterly Hot Water Service - 06/07/21	\$615.00	\$4,514.00
30/07/21 733310 AEROCYCLE PLUMBING	Hot Water Works - 16/06/21	\$734.20	\$5,248.20
30/07/21 733413 AEROCYCLE PLUMBING	Replace Filter - 16/06/21	\$398.56	\$5,646.76
30/07/21 733416 AEROCYCLE PLUMBING	Replace WBA - 16/06/21	\$1,727.60	\$7,374.36
09/08/21 737147 AEROCYCLE PLUMBING	Hot Water Issues - 05/08/21	\$420.00	\$7,794.36
23/08/21 739851 BRAY STREET PLUMBING	Service Call To Repair Hot Water System - 30/04/21	\$430.00	\$8,224.36
11/10/21 752415 BRAY STREET PLUMBING	U307 Water Leak In Ceiling - 05/07/21	\$240.00	\$8,464.36
15/11/21 762894 AEROCYCLE PLUMBING	AH No Hot Water - 24/10/21	\$499.20	\$8,963.56
06/01/22 775645 AEROCYCLE PLUMBING	Repair No Hot Water - 22/10/21	\$660.00	\$9,623.56
06/01/22 775649 EYZGO PLUMBING	Inspect Water Leak On Ceiling - 16/11/21	\$140.00	\$9,763.56
06/01/22 776842 EYZGO PLUMBING	Inspect Leak - 17/10/21	\$140.00	\$9,903.56
06/01/22 777160 EYZGO PLUMBING	Inspect Water Leak - 12/12/21	\$220.00	\$10,123.56
12/01/22 777955 AEROCYCLE PLUMBING	Investigate Tripping Hot Water - 17/12/21	\$420.00	\$10,543.56
	Total Plumbing - General	\$10,543.56	

Printing, Postage & Stationery

01/05/21 709530 NETSTRATA	Printing & Postage -01/02/21 - 30/04/21*	\$2,777.16	\$2,777.16
01/08/21 734394 NETSTRATA	Printing & Postage - 01/5/21 - 31/07/21*	\$10,065.12	\$12,842.28
07/08/21 lot 7	lot 7-Stationery Lot Charge - 07/08/2021	-\$18.18	\$12,824.10
07/08/21 lot 8	lot 8-Stationery Lot Charge - 07/08/2021	-\$18.18	\$12,805.92
07/08/21 lot 16	lot 16-Stationery Lot Charge - 07/08/2021	-\$18.18	\$12,787.74
07/08/21 lot 17	lot 17-Stationery Lot Charge - 07/08/2021	-\$18.18	\$12,769.56
07/08/21 lot 18	lot 18-Stationery Lot Charge - 07/08/2021	-\$18.18	\$12,751.38
07/08/21 lot 20	lot 20-Stationery Lot Charge - 07/08/2021	-\$18.18	\$12,733.20
07/08/21 lot 28	lot 28-Stationery Lot Charge - 07/08/2021	-\$18.18	\$12,715.02
07/08/21 lot 34	lot 34-Stationery Lot Charge - 07/08/2021	-\$18.18	\$12,696.84
07/08/21 lot 46	lot 46-Stationery Lot Charge - 07/08/2021	-\$18.18	\$12,678.66
07/08/21 lot 63	lot 63-Stationery Lot Charge - 07/08/2021	-\$18.18	\$12,660.48

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07/08/21 lot 66	lot 66-Stationery Lot Charge - 07/08/2021	-\$18.18	\$12,642.30
07/08/21 lot 71	lot 71-Stationery Lot Charge - 07/08/2021	-\$18.18	\$12,624.12
07/08/21 lot 75	lot 75-Stationery Lot Charge - 07/08/2021	-\$18.18	\$12,605.94
07/08/21 lot 79	lot 79-Stationery Lot Charge - 07/08/2021	-\$18.18	\$12,587.76
07/08/21 lot 81	lot 81-Stationery Lot Charge - 07/08/2021	-\$18.18	\$12,569.58
07/08/21 lot 82	lot 82-Stationery Lot Charge - 07/08/2021	-\$18.18	\$12,551.40
07/08/21 lot 84	lot 84-Stationery Lot Charge - 07/08/2021	-\$18.18	\$12,533.22
07/08/21 lot 90	lot 90-Stationery Lot Charge - 07/08/2021	-\$18.18	\$12,515.04
07/08/21 lot 93	lot 93-Stationery Lot Charge - 07/08/2021	-\$18.18	\$12,496.86
07/08/21 lot 94	lot 94-Stationery Lot Charge - 07/08/2021	-\$18.18	\$12,478.68
07/08/21 lot 98	lot 98-Stationery Lot Charge - 07/08/2021	-\$18.18	\$12,460.50
07/08/21 lot 99	lot 99-Stationery Lot Charge - 07/08/2021	-\$18.18	\$12,442.32
07/08/21 lot 102	lot 102-Stationery Lot Charge - 07/08/2021	-\$18.18	\$12,424.14
07/08/21 lot 106	lot 106-Stationery Lot Charge - 07/08/2021	-\$18.18	\$12,405.96
07/08/21 lot 107	lot 107-Stationery Lot Charge - 07/08/2021	-\$18.18	\$12,387.78
07/08/21 lot 110	lot 110-Stationery Lot Charge - 07/08/2021	-\$18.18	\$12,369.60
07/08/21 lot 116	lot 116-Stationery Lot Charge - 07/08/2021	-\$18.18	\$12,351.42
07/08/21 lot 117	lot 117-Stationery Lot Charge - 07/08/2021	-\$18.18	\$12,333.24
07/08/21 lot 131	lot 131-Stationery Lot Charge - 07/08/2021	-\$18.18	\$12,315.06
07/08/21 lot 133	lot 133-Stationery Lot Charge - 07/08/2021	-\$18.18	\$12,296.88
07/08/21 lot 134	lot 134-Stationery Lot Charge - 07/08/2021	-\$18.18	\$12,278.70
07/08/21 lot 141	lot 141-Stationery Lot Charge - 07/08/2021	-\$18.18	\$12,260.52
07/08/21 lot 142	lot 142-Stationery Lot Charge - 07/08/2021	-\$18.18	\$12,242.34
07/08/21 lot 144	lot 144-Stationery Lot Charge - 07/08/2021	-\$18.18	\$12,224.16
07/08/21 lot 156	lot 156-Stationery Lot Charge - 07/08/2021	-\$18.18	\$12,205.98
07/08/21 lot 158	lot 158-Stationery Lot Charge - 07/08/2021	-\$18.18	\$12,187.80
07/08/21 lot 164	lot 164-Stationery Lot Charge - 07/08/2021	-\$18.18	\$12,169.62
07/08/21 lot 165	lot 165-Stationery Lot Charge - 07/08/2021	-\$18.18	\$12,151.44
07/08/21 lot 167	lot 167-Stationery Lot Charge - 07/08/2021	-\$18.18	\$12,133.26
07/08/21 lot 174	lot 174-Stationery Lot Charge - 07/08/2021	-\$18.18	\$12,115.08
07/08/21 lot 180	lot 180-Stationery Lot Charge - 07/08/2021	-\$18.18	\$12,096.90
07/08/21 lot 182	lot 182-Stationery Lot Charge - 07/08/2021	-\$18.18	\$12,078.72
07/08/21 lot 183	lot 183-Stationery Lot Charge - 07/08/2021	-\$18.18	\$12,060.54
07/08/21 lot 186	lot 186-Stationery Lot Charge - 07/08/2021	-\$18.18	\$12,042.36
07/08/21 lot 193	lot 193-Stationery Lot Charge - 07/08/2021	-\$18.18	\$12,024.18
07/08/21 lot 199	lot 199-Stationery Lot Charge - 07/08/2021	-\$18.18	\$12,006.00
07/08/21 lot 210	lot 210-Stationery Lot Charge - 07/08/2021	-\$18.18	\$11,987.82
07/08/21 lot 213	lot 213-Stationery Lot Charge - 07/08/2021	-\$18.18	\$11,969.64
07/08/21 lot 219	lot 219-Stationery Lot Charge - 07/08/2021	-\$18.18	\$11,951.46
07/08/21 lot 221	lot 221-Stationery Lot Charge - 07/08/2021	-\$18.18	\$11,933.28
07/08/21 lot 226	lot 226-Stationery Lot Charge - 07/08/2021	-\$18.18	\$11,915.10
07/08/21 lot 228	lot 228-Stationery Lot Charge - 07/08/2021	-\$18.18	\$11,896.92
07/08/21 lot 230	lot 230-Stationery Lot Charge - 07/08/2021	-\$18.18	\$11,878.74
07/08/21 lot 231	lot 231-Stationery Lot Charge - 07/08/2021	-\$18.18	\$11,860.56
07/08/21 lot 233	lot 233-Stationery Lot Charge - 07/08/2021	-\$18.18	\$11,842.38
07/08/21 lot 241	lot 241-Stationery Lot Charge - 07/08/2021	-\$18.18	\$11,824.20
07/08/21 lot 245	lot 245-Stationery Lot Charge - 07/08/2021	-\$18.18	\$11,806.02
07/08/21 lot 249	lot 249-Stationery Lot Charge - 07/08/2021	-\$18.18	\$11,787.84
07/08/21 lot 253	lot 253-Stationery Lot Charge - 07/08/2021	-\$18.18	\$11,769.66
07/08/21 lot 254	lot 254-Stationery Lot Charge - 07/08/2021	-\$18.18	\$11,751.48
07/08/21 lot 262	lot 262-Stationery Lot Charge - 07/08/2021	-\$18.18	\$11,733.30
07/08/21 lot 264	lot 264-Stationery Lot Charge - 07/08/2021	-\$18.18	\$11,715.12
07/08/21 lot 268	lot 268-Stationery Lot Charge - 07/08/2021	-\$18.18	\$11,696.94
07/08/21 lot 273	lot 273-Stationery Lot Charge - 07/08/2021	-\$18.18	\$11,678.76
07/08/21 lot 275	lot 275-Stationery Lot Charge - 07/08/2021	-\$18.18	\$11,660.58
07/08/21 lot 278	lot 278-Stationery Lot Charge - 07/08/2021	-\$18.18	\$11,642.40

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2 BURROWAY ROAD WENTWORTH POINT

07/08/21 lot 280	lot 280-Stationery Lot Charge - 07/08/2021	-\$18.18	\$11,624.22
07/08/21 lot 287	lot 287-Stationery Lot Charge - 07/08/2021	-\$18.18	\$11,606.04
07/08/21 lot 288	lot 288-Stationery Lot Charge - 07/08/2021	-\$18.18	\$11,587.86
07/08/21 lot 290	lot 290-Stationery Lot Charge - 07/08/2021	-\$18.18	\$11,569.68
07/08/21 lot 293	lot 293-Stationery Lot Charge - 07/08/2021	-\$18.18	\$11,551.50
07/08/21 lot 296	lot 296-Stationery Lot Charge - 07/08/2021	-\$18.18	\$11,533.32
07/08/21 lot 297	lot 297-Stationery Lot Charge - 07/08/2021	-\$18.18	\$11,515.14
07/08/21 lot 307	lot 307-Stationery Lot Charge - 07/08/2021	-\$18.18	\$11,496.96
07/08/21 lot 325	lot 325-Stationery Lot Charge - 07/08/2021	-\$18.18	\$11,478.78
07/08/21 lot 327	lot 327-Stationery Lot Charge - 07/08/2021	-\$18.18	\$11,460.60
07/08/21 lot 328	lot 328-Stationery Lot Charge - 07/08/2021	-\$18.18	\$11,442.42
07/08/21 lot 330	lot 330-Stationery Lot Charge - 07/08/2021	-\$18.18	\$11,424.24
01/10/21 lot 7	lot 7-Stationery Lot Charge - 01/10/2021	-\$18.18	\$11,406.06
01/10/21 lot 8	lot 8-Stationery Lot Charge - 01/10/2021	-\$18.18	\$11,387.88
01/10/21 lot 16	lot 16-Stationery Lot Charge - 01/10/2021	-\$18.18	\$11,369.70
01/10/21 lot 17	lot 17-Stationery Lot Charge - 01/10/2021	-\$18.18	\$11,351.52
01/10/21 lot 18	lot 18-Stationery Lot Charge - 01/10/2021	-\$18.18	\$11,333.34
01/10/21 lot 20	lot 20-Stationery Lot Charge - 01/10/2021	-\$18.18	\$11,315.16
01/10/21 lot 28	lot 28-Stationery Lot Charge - 01/10/2021	-\$18.18	\$11,296.98
01/10/21 lot 34	lot 34-Stationery Lot Charge - 01/10/2021	-\$18.18	\$11,278.80
01/10/21 lot 46	lot 46-Stationery Lot Charge - 01/10/2021	-\$18.18	\$11,260.62
01/10/21 lot 63	lot 63-Stationery Lot Charge - 01/10/2021	-\$18.18	\$11,242.44
01/10/21 lot 66	lot 66-Stationery Lot Charge - 01/10/2021	-\$18.18	\$11,224.26
01/10/21 lot 71	lot 71-Stationery Lot Charge - 01/10/2021	-\$18.18	\$11,206.08
01/10/21 lot 75	lot 75-Stationery Lot Charge - 01/10/2021	-\$18.18	\$11,187.90
01/10/21 lot 79	lot 79-Stationery Lot Charge - 01/10/2021	-\$18.18	\$11,169.72
01/10/21 lot 81	lot 81-Stationery Lot Charge - 01/10/2021	-\$18.18	\$11,151.54
01/10/21 lot 82	lot 82-Stationery Lot Charge - 01/10/2021	-\$18.18	\$11,133.36
01/10/21 lot 84	lot 84-Stationery Lot Charge - 01/10/2021	-\$18.18	\$11,115.18
01/10/21 lot 90	lot 90-Stationery Lot Charge - 01/10/2021	-\$18.18	\$11,097.00
01/10/21 lot 93	lot 93-Stationery Lot Charge - 01/10/2021	-\$18.18	\$11,078.82
01/10/21 lot 94	lot 94-Stationery Lot Charge - 01/10/2021	-\$18.18	\$11,060.64
01/10/21 lot 98	lot 98-Stationery Lot Charge - 01/10/2021	-\$18.18	\$11,042.46
01/10/21 lot 99	lot 99-Stationery Lot Charge - 01/10/2021	-\$18.18	\$11,024.28
01/10/21 lot 102	lot 102-Stationery Lot Charge - 01/10/2021	-\$18.18	\$11,006.10
01/10/21 lot 106	lot 106-Stationery Lot Charge - 01/10/2021	-\$18.18	\$10,987.92
01/10/21 lot 107	lot 107-Stationery Lot Charge - 01/10/2021	-\$18.18	\$10,969.74
01/10/21 lot 110	lot 110-Stationery Lot Charge - 01/10/2021	-\$18.18	\$10,951.56
01/10/21 lot 116	lot 116-Stationery Lot Charge - 01/10/2021	-\$18.18	\$10,933.38
01/10/21 lot 117	lot 117-Stationery Lot Charge - 01/10/2021	-\$18.18	\$10,915.20
01/10/21 lot 131	lot 131-Stationery Lot Charge - 01/10/2021	-\$18.18	\$10,897.02
01/10/21 lot 133	lot 133-Stationery Lot Charge - 01/10/2021	-\$18.18	\$10,878.84
01/10/21 lot 134	lot 134-Stationery Lot Charge - 01/10/2021	-\$18.18	\$10,860.66
01/10/21 lot 141	lot 141-Stationery Lot Charge - 01/10/2021	-\$18.18	\$10,842.48
01/10/21 lot 142	lot 142-Stationery Lot Charge - 01/10/2021	-\$18.18	\$10,824.30
01/10/21 lot 144	lot 144-Stationery Lot Charge - 01/10/2021	-\$18.18	\$10,806.12
01/10/21 lot 156	lot 156-Stationery Lot Charge - 01/10/2021	-\$18.18	\$10,787.94
01/10/21 lot 158	lot 158-Stationery Lot Charge - 01/10/2021	-\$18.18	\$10,769.76
01/10/21 lot 164	lot 164-Stationery Lot Charge - 01/10/2021	-\$18.18	\$10,751.58
01/10/21 lot 165	lot 165-Stationery Lot Charge - 01/10/2021	-\$18.18	\$10,733.40
01/10/21 lot 167	lot 167-Stationery Lot Charge - 01/10/2021	-\$18.18	\$10,715.22
01/10/21 lot 174	lot 174-Stationery Lot Charge - 01/10/2021	-\$18.18	\$10,697.04
01/10/21 lot 180	lot 180-Stationery Lot Charge - 01/10/2021	-\$18.18	\$10,678.86
01/10/21 lot 182	lot 182-Stationery Lot Charge - 01/10/2021	-\$18.18	\$10,660.68
01/10/21 lot 183	lot 183-Stationery Lot Charge - 01/10/2021	-\$18.18	\$10,642.50
01/10/21 lot 186	lot 186-Stationery Lot Charge - 01/10/2021	-\$18.18	\$10,624.32

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01/10/21	lot 193	lot 193-Stationery Lot Charge - 01/10/2021	-\$18.18	\$10,606.14
01/10/21	lot 199	lot 199-Stationery Lot Charge - 01/10/2021	-\$18.18	\$10,587.96
01/10/21	lot 210	lot 210-Stationery Lot Charge - 01/10/2021	-\$18.18	\$10,569.78
01/10/21	lot 213	lot 213-Stationery Lot Charge - 01/10/2021	-\$18.18	\$10,551.60
01/10/21	lot 219	lot 219-Stationery Lot Charge - 01/10/2021	-\$18.18	\$10,533.42
01/10/21	lot 221	lot 221-Stationery Lot Charge - 01/10/2021	-\$18.18	\$10,515.24
01/10/21	lot 226	lot 226-Stationery Lot Charge - 01/10/2021	-\$18.18	\$10,497.06
01/10/21	lot 228	lot 228-Stationery Lot Charge - 01/10/2021	-\$18.18	\$10,478.88
01/10/21	lot 230	lot 230-Stationery Lot Charge - 01/10/2021	-\$18.18	\$10,460.70
01/10/21	lot 231	lot 231-Stationery Lot Charge - 01/10/2021	-\$18.18	\$10,442.52
01/10/21	lot 233	lot 233-Stationery Lot Charge - 01/10/2021	-\$18.18	\$10,424.34
01/10/21	lot 241	lot 241-Stationery Lot Charge - 01/10/2021	-\$18.18	\$10,406.16
01/10/21	lot 245	lot 245-Stationery Lot Charge - 01/10/2021	-\$18.18	\$10,387.98
01/10/21	lot 249	lot 249-Stationery Lot Charge - 01/10/2021	-\$18.18	\$10,369.80
01/10/21	lot 253	lot 253-Stationery Lot Charge - 01/10/2021	-\$18.18	\$10,351.62
01/10/21	lot 254	lot 254-Stationery Lot Charge - 01/10/2021	-\$18.18	\$10,333.44
01/10/21	lot 262	lot 262-Stationery Lot Charge - 01/10/2021	-\$18.18	\$10,315.26
01/10/21	lot 264	lot 264-Stationery Lot Charge - 01/10/2021	-\$18.18	\$10,297.08
01/10/21	lot 268	lot 268-Stationery Lot Charge - 01/10/2021	-\$18.18	\$10,278.90
01/10/21	lot 273	lot 273-Stationery Lot Charge - 01/10/2021	-\$18.18	\$10,260.72
01/10/21	lot 275	lot 275-Stationery Lot Charge - 01/10/2021	-\$18.18	\$10,242.54
01/10/21	lot 278	lot 278-Stationery Lot Charge - 01/10/2021	-\$18.18	\$10,224.36
01/10/21	lot 280	lot 280-Stationery Lot Charge - 01/10/2021	-\$18.18	\$10,206.18
01/10/21	lot 287	lot 287-Stationery Lot Charge - 01/10/2021	-\$18.18	\$10,188.00
01/10/21	lot 288	lot 288-Stationery Lot Charge - 01/10/2021	-\$18.18	\$10,169.82
01/10/21	lot 290	lot 290-Stationery Lot Charge - 01/10/2021	-\$18.18	\$10,151.64
01/10/21	lot 293	lot 293-Stationery Lot Charge - 01/10/2021	-\$18.18	\$10,133.46
01/10/21	lot 296	lot 296-Stationery Lot Charge - 01/10/2021	-\$18.18	\$10,115.28
01/10/21	lot 297	lot 297-Stationery Lot Charge - 01/10/2021	-\$18.18	\$10,097.10
01/10/21	lot 307	lot 307-Stationery Lot Charge - 01/10/2021	-\$18.18	\$10,078.92
01/10/21	lot 325	lot 325-Stationery Lot Charge - 01/10/2021	-\$18.18	\$10,060.74
01/10/21	lot 327	lot 327-Stationery Lot Charge - 01/10/2021	-\$18.18	\$10,042.56
01/10/21	lot 328	lot 328-Stationery Lot Charge - 01/10/2021	-\$18.18	\$10,024.38
01/10/21	lot 330	lot 330-Stationery Lot Charge - 01/10/2021	-\$18.18	\$10,006.20
01/11/21	757961	NETSTRATA Printing & Postage - 01/08/21 - 31/10/21*	\$4,227.23	\$14,233.43
01/01/22	lot 7	lot 7-Stationery Lot Charge - 01/01/2022	-\$18.18	\$14,215.25
01/01/22	lot 8	lot 8-Stationery Lot Charge - 01/01/2022	-\$18.18	\$14,197.07
01/01/22	lot 16	lot 16-Stationery Lot Charge - 01/01/2022	-\$18.18	\$14,178.89
01/01/22	lot 17	lot 17-Stationery Lot Charge - 01/01/2022	-\$18.18	\$14,160.71
01/01/22	lot 18	lot 18-Stationery Lot Charge - 01/01/2022	-\$18.18	\$14,142.53
01/01/22	lot 20	lot 20-Stationery Lot Charge - 01/01/2022	-\$18.18	\$14,124.35
01/01/22	lot 28	lot 28-Stationery Lot Charge - 01/01/2022	-\$18.18	\$14,106.17
01/01/22	lot 34	lot 34-Stationery Lot Charge - 01/01/2022	-\$18.18	\$14,087.99
01/01/22	lot 46	lot 46-Stationery Lot Charge - 01/01/2022	-\$18.18	\$14,069.81
01/01/22	lot 63	lot 63-Stationery Lot Charge - 01/01/2022	-\$18.18	\$14,051.63
01/01/22	lot 66	lot 66-Stationery Lot Charge - 01/01/2022	-\$18.18	\$14,033.45
01/01/22	lot 71	lot 71-Stationery Lot Charge - 01/01/2022	-\$18.18	\$14,015.27
01/01/22	lot 75	lot 75-Stationery Lot Charge - 01/01/2022	-\$18.18	\$13,997.09
01/01/22	lot 79	lot 79-Stationery Lot Charge - 01/01/2022	-\$18.18	\$13,978.91
01/01/22	lot 81	lot 81-Stationery Lot Charge - 01/01/2022	-\$18.18	\$13,960.73
01/01/22	lot 82	lot 82-Stationery Lot Charge - 01/01/2022	-\$18.18	\$13,942.55
01/01/22	lot 84	lot 84-Stationery Lot Charge - 01/01/2022	-\$18.18	\$13,924.37
01/01/22	lot 90	lot 90-Stationery Lot Charge - 01/01/2022	-\$18.18	\$13,906.19
01/01/22	lot 93	lot 93-Stationery Lot Charge - 01/01/2022	-\$18.18	\$13,888.01
01/01/22	lot 94	lot 94-Stationery Lot Charge - 01/01/2022	-\$18.18	\$13,869.83
01/01/22	lot 98	lot 98-Stationery Lot Charge - 01/01/2022	-\$18.18	\$13,851.65

Strata Plan 93238
2 BURROWAY ROAD WENTWORTH POINT

01/01/22 lot 99	lot 99-Stationery Lot Charge - 01/01/2022	-\$18.18	\$13,833.47
01/01/22 lot 102	lot 102-Stationery Lot Charge - 01/01/2022	-\$18.18	\$13,815.29
01/01/22 lot 106	lot 106-Stationery Lot Charge - 01/01/2022	-\$18.18	\$13,797.11
01/01/22 lot 107	lot 107-Stationery Lot Charge - 01/01/2022	-\$18.18	\$13,778.93
01/01/22 lot 110	lot 110-Stationery Lot Charge - 01/01/2022	-\$18.18	\$13,760.75
01/01/22 lot 116	lot 116-Stationery Lot Charge - 01/01/2022	-\$18.18	\$13,742.57
01/01/22 lot 117	lot 117-Stationery Lot Charge - 01/01/2022	-\$18.18	\$13,724.39
01/01/22 lot 131	lot 131-Stationery Lot Charge - 01/01/2022	-\$18.18	\$13,706.21
01/01/22 lot 133	lot 133-Stationery Lot Charge - 01/01/2022	-\$18.18	\$13,688.03
01/01/22 lot 134	lot 134-Stationery Lot Charge - 01/01/2022	-\$18.18	\$13,669.85
01/01/22 lot 141	lot 141-Stationery Lot Charge - 01/01/2022	-\$18.18	\$13,651.67
01/01/22 lot 142	lot 142-Stationery Lot Charge - 01/01/2022	-\$18.18	\$13,633.49
01/01/22 lot 144	lot 144-Stationery Lot Charge - 01/01/2022	-\$18.18	\$13,615.31
01/01/22 lot 156	lot 156-Stationery Lot Charge - 01/01/2022	-\$18.18	\$13,597.13
01/01/22 lot 158	lot 158-Stationery Lot Charge - 01/01/2022	-\$18.18	\$13,578.95
01/01/22 lot 164	lot 164-Stationery Lot Charge - 01/01/2022	-\$18.18	\$13,560.77
01/01/22 lot 165	lot 165-Stationery Lot Charge - 01/01/2022	-\$18.18	\$13,542.59
01/01/22 lot 167	lot 167-Stationery Lot Charge - 01/01/2022	-\$18.18	\$13,524.41
01/01/22 lot 174	lot 174-Stationery Lot Charge - 01/01/2022	-\$18.18	\$13,506.23
01/01/22 lot 180	lot 180-Stationery Lot Charge - 01/01/2022	-\$18.18	\$13,488.05
01/01/22 lot 182	lot 182-Stationery Lot Charge - 01/01/2022	-\$18.18	\$13,469.87
01/01/22 lot 183	lot 183-Stationery Lot Charge - 01/01/2022	-\$18.18	\$13,451.69
01/01/22 lot 186	lot 186-Stationery Lot Charge - 01/01/2022	-\$18.18	\$13,433.51
01/01/22 lot 193	lot 193-Stationery Lot Charge - 01/01/2022	-\$18.18	\$13,415.33
01/01/22 lot 199	lot 199-Stationery Lot Charge - 01/01/2022	-\$18.18	\$13,397.15
01/01/22 lot 210	lot 210-Stationery Lot Charge - 01/01/2022	-\$18.18	\$13,378.97
01/01/22 lot 213	lot 213-Stationery Lot Charge - 01/01/2022	-\$18.18	\$13,360.79
01/01/22 lot 219	lot 219-Stationery Lot Charge - 01/01/2022	-\$18.18	\$13,342.61
01/01/22 lot 221	lot 221-Stationery Lot Charge - 01/01/2022	-\$18.18	\$13,324.43
01/01/22 lot 226	lot 226-Stationery Lot Charge - 01/01/2022	-\$18.18	\$13,306.25
01/01/22 lot 228	lot 228-Stationery Lot Charge - 01/01/2022	-\$18.18	\$13,288.07
01/01/22 lot 230	lot 230-Stationery Lot Charge - 01/01/2022	-\$18.18	\$13,269.89
01/01/22 lot 231	lot 231-Stationery Lot Charge - 01/01/2022	-\$18.18	\$13,251.71
01/01/22 lot 233	lot 233-Stationery Lot Charge - 01/01/2022	-\$18.18	\$13,233.53
01/01/22 lot 241	lot 241-Stationery Lot Charge - 01/01/2022	-\$18.18	\$13,215.35
01/01/22 lot 245	lot 245-Stationery Lot Charge - 01/01/2022	-\$18.18	\$13,197.17
01/01/22 lot 249	lot 249-Stationery Lot Charge - 01/01/2022	-\$18.18	\$13,178.99
01/01/22 lot 253	lot 253-Stationery Lot Charge - 01/01/2022	-\$18.18	\$13,160.81
01/01/22 lot 254	lot 254-Stationery Lot Charge - 01/01/2022	-\$18.18	\$13,142.63
01/01/22 lot 262	lot 262-Stationery Lot Charge - 01/01/2022	-\$18.18	\$13,124.45
01/01/22 lot 264	lot 264-Stationery Lot Charge - 01/01/2022	-\$18.18	\$13,106.27
01/01/22 lot 268	lot 268-Stationery Lot Charge - 01/01/2022	-\$18.18	\$13,088.09
01/01/22 lot 273	lot 273-Stationery Lot Charge - 01/01/2022	-\$18.18	\$13,069.91
01/01/22 lot 275	lot 275-Stationery Lot Charge - 01/01/2022	-\$18.18	\$13,051.73
01/01/22 lot 278	lot 278-Stationery Lot Charge - 01/01/2022	-\$18.18	\$13,033.55
01/01/22 lot 280	lot 280-Stationery Lot Charge - 01/01/2022	-\$18.18	\$13,015.37
01/01/22 lot 287	lot 287-Stationery Lot Charge - 01/01/2022	-\$18.18	\$12,997.19
01/01/22 lot 288	lot 288-Stationery Lot Charge - 01/01/2022	-\$18.18	\$12,979.01
01/01/22 lot 290	lot 290-Stationery Lot Charge - 01/01/2022	-\$18.18	\$12,960.83
01/01/22 lot 293	lot 293-Stationery Lot Charge - 01/01/2022	-\$18.18	\$12,942.65
01/01/22 lot 296	lot 296-Stationery Lot Charge - 01/01/2022	-\$18.18	\$12,924.47
01/01/22 lot 297	lot 297-Stationery Lot Charge - 01/01/2022	-\$18.18	\$12,906.29
01/01/22 lot 307	lot 307-Stationery Lot Charge - 01/01/2022	-\$18.18	\$12,888.11
01/01/22 lot 325	lot 325-Stationery Lot Charge - 01/01/2022	-\$18.18	\$12,869.93
01/01/22 lot 327	lot 327-Stationery Lot Charge - 01/01/2022	-\$18.18	\$12,851.75
01/01/22 lot 328	lot 328-Stationery Lot Charge - 01/01/2022	-\$18.18	\$12,833.57

Strata Plan 93238
2 BURROWAY ROAD WENTWORTH POINT

01/01/22 lot 330	lot 330-Stationery Lot Charge - 01/01/2022	-\$18.18	\$12,815.39
	Total Printing, Postage & Stationery	\$12,815.39	

Strata Administration

05/05/21 711482 PRIME STRATA SUPPORT	Annual Check Of Licenses, Insurances & Qualifications Of X 38 Suppliers - April 2021	\$997.50	\$997.50
01/08/21 734394 NETSTRATA	Execute Building Management Agreement Extension	\$236.36	\$1,233.86
01/08/21 734394 NETSTRATA	Lift Tender Negotiations and Completion of Agreement	\$472.73	\$1,706.59
01/11/21 757961 NETSTRATA	Obtain Tender and Arrange Capital Works Fund Report	\$236.36	\$1,942.95
01/11/21 757961 NETSTRATA		\$30.00	\$1,972.95
01/11/21 757961 NETSTRATA	Stationery By-Law Administration	\$1,590.91	\$3,563.86
01/11/21 757961 NETSTRATA	Annual Strata Administration	\$3,181.82	\$6,745.68
	Total Strata Administration	\$6,745.68	

Water Consumption

13/07/21 729982 SYDNEY WATER	Water Consumption - 09/04/21 - 06/07/21	\$6,409.60	\$6,409.60
15/10/21 753680 SYDNEY WATER	Water Consumption - 07/07/21 - 08/10/21	\$25,139.94	\$31,549.54
	Total Water Consumption	\$31,549.54	

Window Cleaning

12/01/22 777963 MAGIC GLASS	Cleaning of Windows & Balustrades - 24/12/21	\$15,840.00	\$15,840.00
	Total Window Cleaning	\$15,840.00	

Total Administrative Expenses \$910,129.16

CAPITAL WORKS FUND OTHER INCOME

Date	Ref.	Payee	Details	Amt.	Bal.
Interest On Levy Arrears					
13/05/21	lot 94		lot 94-BPay Payment: DEFT Bpay 0000034533	\$2.59	\$2.59
03/06/21	lot 94		lot 94-BPay Payment: DEFT Bpay 0000034533	\$2.61	\$5.20
02/08/21	lot 229		lot 229-BPay Payment: DEFT Bpay 0000034668	\$1.80	\$7.00
03/09/21	lot 90		lot 90-BPay Payment: DEFT Bpay 0000034529	\$6.88	\$13.88
17/09/21	lot 94		lot 94-Credit Card - CCD: DEFT CCd MC 0000	\$1.77	\$15.65
17/09/21	lot 242		lot 242-Cash - CSH: DEFT Csh 0000034681	\$1.96	\$17.61
27/09/21	lot 229		lot 229-BPay Payment: DEFT Bpay 0000034668	\$10.65	\$28.26
17/11/21	lot 81		lot 81-DEFT I/CCd: DEFT I/Tfr 0000034520	\$2.09	\$30.35
			Total Interest On Levy Arrears	\$30.35	
			Total Capital Works Other Income	\$30.35	

CAPITAL WORKS FUND EXPENSES

Strata Plan 93238
2 BURROWAY ROAD WENTWORTH POINT

Date	Ref.	Payee	Details	Amt.	Bal.
Building Warranty					
01/09/21	742071	CORE PROJECT CONSULTING	Building Defects Inspection - 31/08/21	\$7,080.00	\$7,080.00
30/09/21	749871	CORE PROJECT CONSULTING	General Building Defects Inspection - 29/09/21	\$7,800.00	\$14,880.00
			Total Building Warranty	\$14,880.00	
Capital Works Fund Report					
25/10/21	755668	SOLUTIONS IN ENGINEERING	Capital Works Fund Update - 21/10/21	\$2,552.73	\$2,552.73
			Total Capital Works Fund Report	\$2,552.73	
General Maintenance					
23/05/21	716084	MAGITEK	Windows Sealing to 9 Units - 06/04/21	\$5,700.00	\$5,700.00
			Total General Maintenance	\$5,700.00	
Plumbing - General					
29/11/21	766859	AEROCYCLE PLUMBING	Hot Water Unit Replacement - 08/11/21	\$3,255.99	\$3,255.99
			Total Plumbing - General	\$3,255.99	
			Total Capital Works Expenses	\$26,388.72	

INVESTMENT FUND OTHER INCOME

Date	Ref.	Payee	Details	Amt.	Bal.
Interest On Bank Deposits					
31/05/21			Interest Paid	\$53.32	\$53.32
30/08/21			Interest Paid	\$46.70	\$100.02
29/11/21			Interest Paid	\$60.09	\$160.11
			Total Interest On Bank Deposits	\$160.11	
			Total Investment Other Income	\$160.11	

INVESTMENT 2 FUND OTHER INCOME

Date	Ref.	Payee	Details	Amt.	Bal.
Interest On Bank Deposits					
19/07/21			Interest Paid	\$88.02	\$88.02
18/10/21			Interest Paid	\$113.26	\$201.28
17/01/22			Interest Paid	\$88.19	\$289.47
			Total Interest On Bank Deposits	\$289.47	

Strata Plan 93238
2 BURROWAY ROAD WENTWORTH POINT

Total Investment 2 Other Income \$289.47

INVESTMENT 3 FUND OTHER INCOME

Date	Ref.	Payee	Details	Amt.	Bal.
Interest On Bank Deposits					
18/10/21			Interest Paid	\$198.36	\$198.36
			Total Interest On Bank Deposits	\$198.36	
			Total Investment 3 Other Income	\$198.36	

Certificate of Currency

Insured:	SP93238, SP94094 and the BMC
Policy Number:	93212645
Policy Period:	From: 4PM on 31/05/2021 To: 4PM on 31/05/2022
Particulars Of Insurance:	Residential Strata Insurance
Location:	2 Burroway Road, Wentworth Point NSW 2127
Sum Insured:	
Building & Common property	\$151,075,800
Temporary Accommodation and Loss of Rent	\$22,437,000
Catastrophe Extension and Owners Improvements	\$22,437,000
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
Chubb Proportion:	100%
Date:	26 May 2021

All the values on this Certificate of Currency are correct as at 26 May 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.



Sean Tween | **Chubb Insurance Australia Limited**
Property & Strata Senior Underwriter NSW

Head Office

298 Railway Parade
CARLTON NSW 2218

Wollongong Office

Level 1, 63 Market Street
WOLLONGONG NSW 2520

1 August 2016

TO ALL OWNERS, STRATA PLAN NO: 93238
2 BURROWAY ROAD
WENTWORTH POINT NSW 2127

Dear Owners,

**RE: MINUTES OF FIRST ANNUAL GENERAL MEETING
at 2 BURROWAY ROAD, WENTWORTH POINT NSW 2127**

Attached are the minutes of the recent First Annual General Meeting and Extraordinary General Meeting conducted for your strata scheme and enclosed is a levy payment notice for your 1st quarter levies. The payment options for your levies are detailed on the back of the levy payment notice.

We urge you to read the minutes so you're aware of the issues discussed at the meeting and we also write to bring the following matters to your attention;

1. Electronic Delivery of Information

Did you know that you are able to receive all pertinent information from our office via email, such as;

- Meeting Notices
- Minutes
- Levy Payment Notices
- General Correspondence

Apart from being more environmentally friendly, issuing notices electronically significantly reduces the postage and stationery costs for your Owners Corporation. To register for this service, simply go to the 'Update Details' tab at our website www.netstrata.com.au

2. By-Laws

You note from the minutes of the extraordinary general meeting that several new By-laws have been passed for your strata scheme. The details of each of these new By-laws are specified in the minutes of the meeting and it is important that you read these By-laws so you are fully aware of how they affect your lot. All other By-Laws that were registered with the strata scheme remain unchanged. Should you have any questions regarding the By-Laws please don't hesitate to contact our office.

3. Cleaning & Gardening Specification

Attached is a Cleaning & Gardening specification which is a general guide to the routine maintenance works undertaken at your property. Whilst we are confident that the contractors that have been engaged will satisfy the needs of the Owners Corporation, should you have any questions or concerns regarding the performance of the cleaning and gardening contractors please do not hesitate to contact our office.

4. Strata Building Insurance

We have also attached a copy of an information brochure titled '*Strata Building Insurance – How am I covered?*' This brochure helps explain how you are protected by the Owners Corporation building insurance and what other insurances you may need to protect the contents of your property.

5. Installation of Security Devices

The security of the strata scheme and individual apartments is of paramount importance for all owners.






Pursuant to the standard by-laws registered with your scheme all owners are at liberty to undertake the installation of additional locking devices, security screens or other security devices to their windows, front doors and garage doors to further secure their individual apartments, villas or townhouses. However, please note, any additional locking devices must adhere to current fire safety regulations – a licensed locksmith will be able to advise such regulations.

To further assist we have attached a newsletter entitled 'Securing your Strata Title or Community Title Property'. This newsletter has been prepared in conjunction with our office and the NSW Police and provides owners with several useful tips surrounding communal security.

6. After Hours Emergency Repairs

Finally, all general repairs & maintenance items that affect common property should be reported to our office for attention.

In the event that emergency repairs are required after hours, 24hr emergency tradespeople may be contacted to provide immediate assistance, including;

-  Plumbing and Gas
-  Electrical
-  Glazing
-  Locksmiths
-  Automated Garage Doors and Security Gates

To access these services simply call 1300 663 760.

We hope this information about your strata scheme proves helpful and look forward to working with you and all owners for the common amenity of the property.

Should you have any questions or require further information regarding these or any other matters of your strata scheme please do not hesitate to contact our office.

Sincerely,
NETSTRATA



Andrew Tunks | Direct Line: 02 8567 6410 | Email: andrew@netstrata.com.au
Senior Strata Manager

Minutes of first annual general meeting



Strata Plan:	93238 at 2 BURROWAY ROAD, WENTWORTH POINT NSW 2127
Meeting date:	Thursday, 28 th July 2016
Commenced:	6:20pm
Apologies:	Nil
Present:	The owners of lots 34, 41, 65, 68, 107, 127, 132, 139, 142, 149, 292, 317, 319 and 320
Proxies:	The owners of lots 78, 142 and 329 in favour of the chairperson The owners of lots 13, 88, 95, 112, 154 and 295 in favour of Daniel Gagliardi The owner of lot 106 in favour of Lu Huang
Corporate Authorisation:	Allwin Global P/L of lot 2 - In favour of Daniel Gagliardi Fairmead Business P/L of lots 90, 120, 126, 134, 135, 140, 161, 165, 173, 187, 190, 194, 198, 203, 206, 207, 209, 210, 212, 214, 215, 216, 218, 219, 220, 221, 222, 223, 224, 226, 227, 228, 229, 230, 231, 232, 234, 237, 238, 240, 241, 242, 243, 244, 245, 246, 247, 249, 251, 252, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 289, 308, 323, 331 and 332 – In favour of Robert Allen
In attendance:	Brad Wood, Andrew Tunks and Tyson Major of Netstrata Daniel Gagliardi of Village Quay Real Estate – Rhodes Lu Huang of Lot 34 Peter Simmons Robert Allen of Fairmead Business P/L John J Kinsella & Adolfo Perez of Structure Building Management P/L Assunta Maude & Saul Moran of Billbergia
Quorum:	114 of 332 lot owners were present in person or represented by proxy, <u>a quorum was formed</u> .
Chairperson:	Brad Wood chaired the meeting.
Motion 1. Insurances Building:	RESOLVED that the building insurance held with Chubb Insurance current until 22/04/2017 for the sum of \$131,300,000.00 be confirmed. Vote: All In Favour
Public Liability:	RESOLVED that the public liability insurance held with Chubb Insurance for \$20,000,000.00 be confirmed. Vote: All In Favour
Other Insurances:	RESOLVED that other insurances as detailed below be confirmed. Details: Temporary Accommodation and Loss of Rent for the sum of \$19,500,000.00 Catastrophe Extension and Owners Improvements for the sum of \$19,500,000.00 Crime insurance for the sum of \$100,000.00 Voluntary Workers (Per Volunteer) for the sum of \$200,000.00 Professional Expenses for the sum of \$30,000.00 Appeal Expenses for the sum of \$150,000.00 Vote: All In Favour
Insurance Valuation:	RESOLVED to obtain and annually maintain a professional valuation of the building replacement cost and that the building insurance policy be adjusted to reflect such valuation. Vote: All In Favour

Minutes of first annual general meeting



Motion 2.

Manager:

RESOLVED that pursuant to Section 27. (1) of the Strata Schemes Management Act 1996 that Network Strata Services Pty Ltd. be appointed for a period of three (3) years as managing agent of the owners of strata scheme for a management fee of \$80,344.00 including GST per annum, plus insurance commissions, section 109 certificates and other services as stated in clause 9 of the management agency agreement and that the instrument in writing in the term of this resolution be executed under the seal of the owners corporation delegating to the agent the functions set out in clause 1.2 of the management agency agreement.

Vote: 111 votes in favour, 3 votes abstained

Note:

- Original copies of the agreement were served on the authorised signatories immediately following the meeting.
- The chairperson abstained from voting on the motion.

Motion 3.

Executive Committee:

RESOLVED that there be 5 office bearers.

RESOLVED that the following persons be appointed to the committee:

Daniel Gagliardi

Sheng Ying Qiu

Nicole Grice

James Neville

Robert Allen

Vote: All In Favour

Motion 4.

Office Bearers

Insurance:

RESOLVED that office bearers liability insurance cover to the extent of \$5,000,000.00 be taken out forthwith.

Vote: All In Favour

Motion 5.

Restricted Matters:

RESOLVED that at this stage there be no changes to the matters or class of matters that should only be determined by the owners corporation in general meeting.

Vote: All In Favour

Motion 6.

By-Laws:

RESOLVED that at this stage there be no changes to the standard by-laws as provided in the Strata Schemes Management Act 1996.

Vote: All In Favour

Motion 7.

Accounting Records

& Financial

Statements:

RESOLVED that the prescribed records pursuant to section 103 will be kept by the Owners Corporation in accordance with the Act.

RESOLVED that the financial statement as presented for the period ending 7/7/16 be confirmed.

Vote: All In Favour

Motion 8.

Auditor:

RESOLVED that the Owners Corporation appoint an auditor for the purpose of auditing the accounts of the strata scheme as at 30-APR of each year.

Vote: All In Favour

Motion 9.

Caretaker:

RESOLVED that the Owners Corporation appoint Structure Building Management P/L as the caretaker as defined by section 40 of the Act at this time. The initial term of the agreement shall be five (5) years and the agreed fee shall be \$90,000.00 + GST per annum. The terms and conditions are outlined in the agreement included in the meeting notice.

Vote: All In Favour

Motion 10.

Budget & levies

Administrative Fund: **RESOLVED** to confirm that the owners corporation levy contributions every quarter as per the budget presented being \$1,095,137.00 including GST per annum for the administrative fund and that the first contributions become due and payable from 01/07/16, 01/10/16, 01/01/17 and 01/04/17.

Vote: All In Favour

Sinking Fund:

RESOLVED to confirm that the owners corporation levy contributions every quarter as per the budget presented being \$92,583.34 per annum for the sinking fund and that the first contributions become due and payable from 01/07/16, 01/10/16, 01/01/17 and 01/04/17.

Vote: All In Favour

RESOLVED that such contributions become due and payable within thirty (30) days after the commencement of each such period and further the managing agent is directed to serve written notice of such contributions.

Vote: All In Favour

RESOLVED to commission a building industry professional to prepare a 10-year sinking fund report and to apply the recommendations of this report to the budgeted sinking fund contributions from the next annual general meeting.

Vote: All In Favour

Closure:

The meeting closed at 7:05pm

A handwritten signature in black ink, appearing to be "Bv" followed by a checkmark.

.....
Chairperson

**Proposed date for the next
annual general meeting:**

July 2017

Minutes of first annual general meeting

Disclosure and Privacy of information:

Owners should be aware that all correspondence, including letters, facsimile transmissions and emails are retained on the file of the Owners Corporation and may be subject to inspection by other owners within your scheme, as well as prospective purchasers for any lot that may be for sale within your scheme.

In regards to the privacy of your information; Netstrata is required by law to protect the privacy of your personal information under the National Privacy Principles. This statement is an abbreviated version of our Privacy Statement; the complete text is published on our website www.netstrata.com.au; go to the 'Privacy' page. Alternatively you can request a copy from us by email, post or fax.

Briefly we gather and maintain personal information about you on behalf of your strata corporation of which we are the appointed managers. The legislation from which the National Privacy Principles have been derived largely supersedes sections of the Strata Schemes Management Act 1996 that previously permitted access to this information by third parties. Notwithstanding this, some of your personal information may be still be accessed by certain third parties in particular circumstances, for example to tradespersons during an emergency situation.

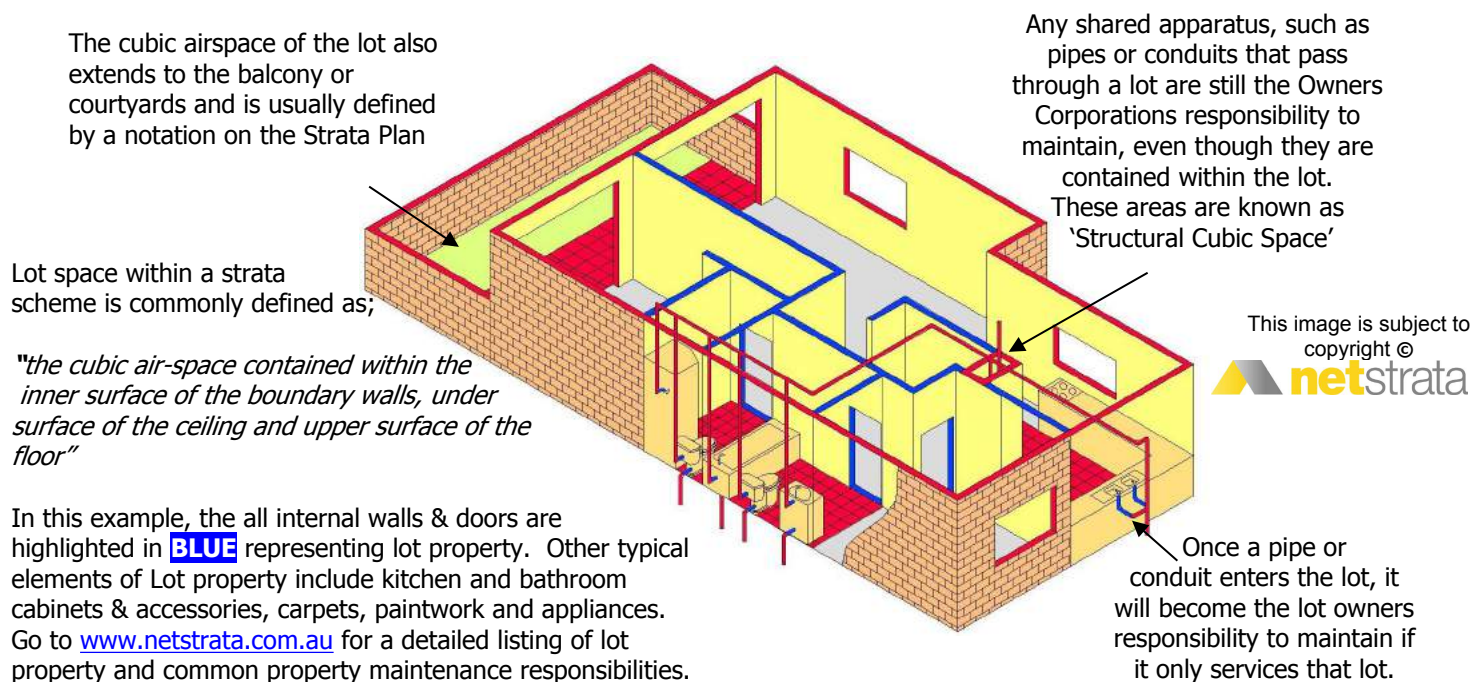
Other than the above, we will not disclose your personal information without your consent unless disclosure is either necessary to prevent an unreasonable threat to safety, damage to property, authorised or required by law, reasonably necessary to enforce the law or necessary to investigate a suspected unlawful activity.

Netstrata may have commercial arrangements with suppliers to your scheme, including Macquarie Bank, Austbrokers, CRM Insurance Brokers and Khoury Bros. Accountants. Whilst we use and recommend these suppliers to your scheme, we do not receive any discount from these suppliers for providing this recommendation on behalf of your Owners Corporation. Owners are at liberty to utilise the services of any supplier of their choice.

Maintenance Responsibilities:

Briefly, generally each owner is responsible for the maintenance, repair and replacement of all those components of the building that are housed within the external walls of their unit/villa or townhouse or service only their lot (within the lot envelope). Section 62 of the Strata Schemes Management Act places a mandatory duty on the Owners Corporation to repair and maintain all elements outside of this envelope (the common property) or shared services that may pass through the unit.

In the diagram below, those areas that are generally considered to be common property or the Owners Corporations responsibility to maintain are highlighted in **RED**. This applies to strata schemes registered after **1 July 1974**.



When assessing the maintenance responsibilities for your scheme it is important that a detailed examination of your strata plan and by-laws be undertaken to determine the specific maintenance responsibilities associated with your property. Owners should also be familiar with any warranties that may be applicable to apparatus and building structure at their property and the limitations and application of these warranties.

Minutes of extraordinary general meeting



Strata Plan:	93238 at 2 BURROWAY ROAD, WENTWORTH POINT NSW 2127
Meeting date:	Thursday, 28 th July 2016
Commenced:	7:05pm
Apologies:	Nil
Present:	The owners of lots 34, 41, 65, 68, 107, 127, 132, 139, 142, 149, 292, 317, 319 and 320
Proxies:	The owners of lots 78, 142 and 329 in favour of the chairperson The owners of lots 13, 88, 95, 112, 154 and 295 in favour of Daniel Gagliardi The owner of lot 106 in favour of Lu Huang
Corporate Authorisation:	Allwin Global P/L of lot 2 - In favour of Daniel Gagliardi Fairmead Business P/L of lots 90, 120, 126, 134, 135, 140, 161, 165, 173, 187, 190, 194, 198, 203, 206, 207, 209, 210, 212, 214, 215, 216, 218, 219, 220, 221, 222, 223, 224, 226, 227, 228, 229, 230, 231, 232, 234, 237, 238, 240, 241, 242, 243, 244, 245, 246, 247, 249, 251, 252, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 289, 308, 323, 331 and 332 – In favour of Robert Allen
In attendance:	Brad Wood, Andrew Tunks and Tyson Major of Netstrata Daniel Gagliardi of Village Quay Real Estate – Rhodes Lu Huang of Lot 34 Peter Simmons Robert Allen of Fairmead Business P/L John J Kinsella & Adolfo Perez of Structure Building Management P/L Assunta Maude & Saul Moran of Billbergia
Quorum:	114 of 332 lot owners were present in person or represented by proxy, <u>a quorum was formed</u> .
Chairperson:	Brad Wood chaired the meeting.
Motion 1.	<u>OF NO CONSEQUENCE</u> the minutes of the 1 st Annual General Meeting were not available at the time of meeting as this meeting was held immediately afterwards. Vote: Not required
Motion 2.	<u>RESOLVED</u> by Special Resolution that the Owners Corporation will pass a By-law in the following form: Absolution of Appliance Maintenance 1. Pursuant to section 62(3) of the Strata Schemes Management Act 1996, the Owners Corporation has deemed that it is inappropriate to repair, maintain, replace or renew any appliance that is designed only to service a single lot within the strata scheme, regardless of whether any portion of the appliance, (including motor, compressor, cabling, pipe, mounting, ducting or other pertinent fixture of the appliance) is located on or within common property or lot property. 2. The type of appliances referred to in this By-law shall include, but not be limited to; (i) Bathroom & Kitchen Exhaust Fans (ii) Light Fittings and Down lights (iii) Air-Conditioning Apparatus (iv) Alarm Systems (v) Individual Garage Door Motors (vi) Hot Water Heaters servicing only one lot Vote: 3563 of 10,000 Unit of Entitlement (UOE) votes were cast at the meeting, the breakdown of votes was as follows; For the motion – 3563 UE (100%)

Motion 3.

RESOLVED by Special Resolution that the Owners Corporation will pass a By-Law in the following form:

Access for Inspection of Fire Services

A) Definitions

(a) 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 Regulations 2000 (NSW) or any Fire Safety measure listed on the Fire Safety Certificate applicable to the strata scheme.

'Fines' or **'Re-Inspection Fees'** includes any fine or charge 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.

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

B) Duties of Owners

In relation to the Owners Corporations 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 1996 the owner of a lot is responsible for ensuring;

(a) that where necessary the Owners Corporation or its Agents 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;

(b) the occupants of the lot do not deny, obstruct or unreasonably delay access by the Owners Corporation or their Agents for the purposes 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).

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 fulfill 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 issued.

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 work necessary to perform the obligation;

ii) enter upon any part of the parcel to carry out that work;

iii) and recover the costs of carrying out that work as a debt from the owner of the lot by way of a levy charged to the lot.

Vote: 3563 of 10,000 Unit of Entitlement (UOE) votes were cast at the meeting, the breakdown of votes was as follows;

For the motion – 3563 UE (100%)

Motion 4.

RESOLVED by Special Resolution that the Owners Corporation will pass a By-Law in the following form:

Alterations & Additions to Fire Doors

A) Definitions

(a) The following terms are defined to mean:

'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.

'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 then same as those words are attributed under that Act,

B) 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.

C) Liability

1. 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.

2. 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 work necessary to perform the obligation;

ii) enter upon any part of the parcel to carry out that work; and

iii) recover the costs of carrying out that work as a debt from the owner of the lot.

Vote: 3563 of 10,000 Unit of Entitlement (UOE) votes were cast at the meeting, the breakdown of votes was as follows;

For the motion – 3563 UE (100%)

Motion 5.

RESOLVED that the Owners Corporation will change the official mailing address for the strata scheme to C/- Network Strata Services, PO Box 265, Hurstville NSW BC 1481 for the receipt of all correspondence on behalf of the Owners Corporation.

Vote: All In Favour

Motion 6.

RESOLVED that by Special Resolution pursuant to Schedule 1C Clause 2 (4) of the Strata Schemes Freehold Development Act and in accordance with Clause 7.4 (a) of the Strata Management Statement of SP 93238, that the Owners Corporation shall appoint Daniel Gagliardi as a representative for the Building Management Committee.

Vote: 3563 of 10,000 Unit of Entitlement (UOE) votes were cast at the meeting, the breakdown of votes was as follows;

For the motion – 3563 UE (100%)

Motion 7.

RESOLVED that by Special Resolution pursuant to Schedule 1C Clause 2 (4) of the Strata Schemes Freehold Development Act and in accordance with Clause 7.4 (b) of the Strata Management Statement of SP 93238, that the Owners Corporation shall appoint Robert Allen as an alternative representative for the Building Management Committee.

Vote: 3563 of 10,000 Unit of Entitlement (UOE) votes were cast at the meeting, the breakdown of votes was as follows;

For the motion – 3563 UE (100%)

Minutes of extraordinary general meeting



Motion 8.

RESOLVED that pursuant to clause 8 (2a) Schedule 6 of the Community Land Management Act 1989 that Robert Allen of the Strata Scheme SP93238 be elected as Proxy for general meetings of the Community Association DP270778.

Vote: All In Favour

Motion 9.

RESOLVED that pursuant to section 29 of the Community Land Management Act 1989 that Strata Scheme SP93238 nominates Robert Allen for election of the Executive Committee of Community Association DP270778.

Vote: All In Favour

Motion 10.

RESOLVED that pursuant to the service by-law in the Community Management Statement to acknowledge that the Community Association from time to time will repair and maintain the Foxtel infrastructure in conjunction with a 3rd party maintenance contract.

Vote: All In Favour

Motion 11.

RESOLVED that by Special Resolution pursuant to Section 25 of the Strata Schemes (Freehold Development) Act 1973(NSW) that the Owners of Strata Plan 93238 grant a lease over that part of the common property noted as 'AX' on the registered strata plan (Sheet No.9) to Structure Building Management Pty Limited for the purposes of carrying out their role as caretakers.

Vote: 3563 of 10,000 Unit of Entitlement (UOE) votes were cast at the meeting, the breakdown of votes was as follows;
For the motion – 3563 UE (100%)

Closure:

The meeting closed at 7:15pm

A handwritten signature in black ink, appearing to be "B. Allen", written over a horizontal line.

.....
Chairperson

CLEANING SPECIFICATIONS

The maintenance specifications detailed in this correspondence have been prepared as a general guide to encompass all types of strata property, home unit, villa or townhouse schemes to high rise residential and commercial buildings, shopping centres, factory complexes, retirement villages and restaurants. Reader discretion is advised when applying the specifications to their own type of property.

Suggestions to improve or enhance the services provided to suit the specific needs of your strata scheme are encouraged and should be reported to your strata manager for consideration by the Owners Corporation.

INTERIOR CLEANING

The following items are attended to by the cleaners at each service;

- Vacuum, spot clean & deodorise **all** common area carpets, any stains that are unable to be removed should be reported to the Strata Manager;
- Sweep, mop clean & remove **all** marks (eg chewing gum, scuff marks) from all tiled and paved areas, any stains that are unable to be removed should be reported to the Strata Manager;
- Clean all scuff marks, handprints or dirty marks off foyer walls;
- Dust, polish and wipe all stair banister's, hand rails and windowsills;
- Clean **all** accessible common glass (up to 2 metres FFL);
- Remove any litter such as old newspapers, telephone books, or junk mail etc from foyers;
- Check that **all** internal lights are working and replace any accessible light globes as required and charge accordingly, including Emergency Exit lights. Any light fitting which is not working or is inaccessible should be reported to the Strata Manager;
- Remove all dead insects, cobwebs from light fitting covers and accessible gutters;
- Replace any broken or missing light fitting covers – including exit lights and charge accordingly;
- Keep **all** common areas free of spiderwebs including light covers, windowsills, ceilings etc;
- Report to Strata Manager on requirements for additional cleaning outside this specification, including carpet (steam) cleaning, graffiti cleaning or damage to common property or facilities.

EXTERIOR CLEANING

The following items are attended to by the cleaners at each service;

- Sweep **all** exterior paved areas, driveways and paved areas in garages & dispose of any debris;
- Hose, clean & disinfect garbage bay areas on each visit (if any);
- Clear all common property drainage pits and grates of leaves and other debris;
- Check that **all** external garden lights are working and replace any accessible light globes as required and charge accordingly;
- Clean and disinfect common toilet (if any);
- Keep **all** common areas free of cobwebs (eg garden, garden lights, garage lighting, fences, gutters & eaves where accessible);
- Clean and dust common mailboxes;
- Report to Strata Manager on requirements for: inaccessible light fittings required, damage to common property or facilities, inoperative common property equipment;
- Remove and dispose of any excess rubbish dumped in garbage areas or other common areas. Cost of this service additional to quoted service fee – all occurrences to be reported to Strata Manager or as arranged.

CLEANING SPECIFICATIONS

GARDEN & LAWN SERVICE

The following items are attended to by the gardeners at each service;

- Mow **all** common lawn areas including street front nature strip and remove lawn clippings;
- Trim **all** common lawn edges, including street front;
- Keep **all** paved areas, gardens and grassed areas free of weeds;
- Spray and remove weeds in all garden beds and landscaped areas on a regular basis;
- Rake and remove any fallen leaves, branches, rubbish or droppings (such as berries) from the common grounds including garden beds;
- Maintain all common area garden beds and plantings, keep garden beds weed and dead foliage free, replace dead plants (as instructed);
- Trim and prune **all** garden shrubs, plants and trees encroaching paved areas, driveways, pathways and overhanging drainage inlets on a regular basis and remove all trimmings.

GARDEN FERTILISING

- Lawn areas to be fertilised annually with suitable fertiliser at manufacturers recommended rates, garden beds and plantings to be fertilised as required with suitable fertiliser at manufacturers recommended rates.
- Note:** These works are charged additional to quoted service fee, specifying the date and types of works undertaken.

PERIODICAL WORKS TO BE CARRIED OUT EVERY 3 MONTHS OR AS REQUIRED

- When water restrictions permit, wash and disinfect garbage & recycling receptacles (common bins only);
- Dust down (do not hose) all individual garage doors and main entry garage doors;
- Clean dust and dirt from common sewerage & water pipes in garage areas;

Note: These works are charged additional to quoted service fee, specifying the date and types of works undertaken.

FREQUENCY OF CLEANING & GARDENING SERVICE

- Depending on the style and type of strata scheme, cleaning is usually undertaken on a weekly or fortnightly basis, at the discretion of the Owners Corporation.
- Lawn and gardening services are performed on a fortnightly rotation during Spring/Summer and monthly during Autumn and Winter, providing the Owners Corporation with an average 22 services per year.
- To find out the frequency and days of service at your strata scheme, simply contact your Strata Manager.

INSURANCE

- All contractors to carry Workers Compensation and Public Liability Insurance to the full extent required by New South Wales laws.

OWNER RESIDENTS NOTE

- If you would like the contractors to leave you their card after they have completed their routine servicing of your strata scheme, please contact our office so we may arrange the same.

WHAT'S COVERED BY STRATA BUILDING INSURANCE?

WHAT IS BUILDING INSURANCE?

Quite simply, Strata Building Insurance protects the Owners Corporation for damage sustained to the building as a result of an Accidental or Malicious act. Common examples are:

- Fire/Arson
- Storm/Tempest
- Lightning Strikes
- Vandalism
- Vehicular Impact
- Burglary & Theft
- Glass Breakage
- Burst Pipes
- Earthquakes

A common misapprehension is that Strata Building Insurance protects the Owners Corporation for the routine maintenance items or building defects such as the repair of leaking shower trays, settlement/movement cracks in walls & ceilings or concrete cancer, unfortunately this is not the case. The easiest comparison to think of is motor vehicle insurance. You can insure your vehicle against having an accident, however you cannot insure your vehicle for wearing out. This same principle applies to Strata Building Insurance.

HOW IS AN OWNER OF LOT PROPERTY PROTECTED?

Every Owners Corporation has a mandatory duty to insure 'the building' against accidental or malicious damage – section 83(1), Strata Schemes Management Act 1996 (the Act).

Lot space within a strata scheme is commonly defined as:

"the cubic air-space contained within the inner surface of the boundary walls, under surface of the ceiling and upper surface of the floor"

Under this definition the lot owner is responsible for the **repair, replacement and maintenance** of all building components housed within the lot, such as:

- Internal walls
- Internal doors
- Toilets, baths & basins
- Shower screens
- Built-in wardrobes
- Kitchen sinks, cabinets and bench tops
- Appliances, such as wall and bench ovens, cook tops, range hoods, hot water heaters and bathroom & laundry exhaust fans

For example, a leaking tap washer in the kitchen or leak through a shower screen is the lot owners' responsibility to maintain. However, by virtue of the term 'the building' being included in section 83(1), many of the building components contained within the 'lot' are protected by the mandatory Building Insurance that is taken out by the Owners Corporation.

Simply speaking these items are the lot owners' responsibility for the purposes of repair, replacement and maintenance, however they are protected by the Strata Building Insurance if damaged via an insurable event.

ARE MY CONTENTS COVERED?

No, the contents and fittings contained within your lot ARE NOT protected by the Strata Building Insurance and are specifically excluded from the policy, items such as:

- Carpets and underlay
- Floating floorboards
- Wallpaper
- Curtains and blinds
- Light fittings
- Paint work on walls & ceilings
- Wall tiles located on internal walls
- Any furnishing or personal contents
- Electrical appliances that are not hardwired into the building eg clothes dryers, dishwashers or microwaves, TVs etc.

Owner-occupiers may extend the cover on their contents insurance to include the items not covered by the strata building insurance. Most major mainstream insurers in NSW are aware of the delineation between strata building insurance and contents insurance for a strata property and are happy to extend home contents insurance to include the items listed above.

Non-resident or investor owners may take out 'Landlords Insurance' for a sufficient sum to cover the fittings of their lot. However all owners should undertake their own inquiries with their insurer or insurance broker to ensure their contents are adequately protected by their contents policy.

Securing your Strata or Community Title Property

One of the attractions of living or working in a strata or community scheme is the additional security that can be provided to a building such as security intercoms, secured garage areas and the sense of 'community watch' within a development.

Regrettably however residents often don't become security conscious until after they have been robbed and no matter how many security devices may be fitted to the common areas of your building, the harsh reality is that a security building is only secure as the people that reside in it. Surveys have shown that over 90% of occupants living in a multi-dwelling property have 'buzzed' strangers into their building.

A main entry security door or shutter at the entry to a garage area provides both a visual and physical deterrent; however these areas are often secluded and are a common target for many would be thieves. Aside from this very few residents ever stop to check that a security garage door has closed after they've entered or exited the building and it's fairly easy for a thief to simply wander into the building whilst the door is opening or closing.

Thankfully legislators recognise the importance for owners of strata and community properties to be able to further secure their own premises. Pursuant to the by-laws, all owners of residential, commercial, retail and industrial strata and community schemes are at liberty to undertake the installation of additional locking devices, security screens or other security devices to their windows, front doors, balcony doors and garage doors to further secure their individual premises. If such devices are not already in place at your property, we highly recommend they be installed. However it should be understood that any additional locking devices must adhere to current fire safety regulations – a licensed locksmith will be able to offer advice on such regulations. Further, any additional security screens (not shutters) fitted to windows or doors must comply with any design and colour scheme that is already established at the property. If you are not certain of these protocols, simply contact your strata manager.

There are a variety of security strategies that you can initiate to further secure your property and it's not always necessary to spend a lot of money on home security. There are things you can do that cost nothing. Care, vigilance and common sense are free.

The following are 10 simple and cost effective ways that you can further secure your property.

Remember, thieves aren't brain surgeons on a day off; they are opportunists who will exploit easy targets. Making your building harder to break into than the one next door will go a long way to preventing a security breach at your property.

1. Make sure your locks work...

Ensure that the locks you do have installed on windows, front doors, balcony doors and garage doors are functioning properly and ensure all your doors and windows, including common property entries and exits are closed and locked whenever you enter or leave the property.

2. Get to know your neighbours...

Make an effort to get to know the other residents within your scheme. Conduct brainstorming sessions or make suggestions for security improvements for your building so they can be considered by all owners.

3. Don't leave notes...

On doors for couriers or friends advising that you're out or that you'll be back in ten minutes.

4. Dispose of rubbish properly...

Cut up boxes that contained expensive electrical equipment and dispose of them properly. Leaving large boxes on the nature strips for a council pick-up simply advertises the new appliances in your property. And ensure you tear up old bank statements or financial documents before placing them in the rubbish; Bank statements that are stolen from rubbish or recycling bins is a leading cause of identity theft!

5. Natural ladders are a risk...

Don't leave ladders, wheelie bins or pot plants in areas that can be used by thieves to scale the building.

6. Mark your property...

Mark or label all your electrical appliances by using an engraver or ultra-violet pen so they cannot be readily sold by thieves and keep a record of their serial numbers separately so they may be provided to police in the event the worst happens.

7. Lock your vehicle...

Always lock your vehicle and don't leave valuables like phones, GPS units, sunglasses or iPods visible.

8. Secure items in your garage...

Secure items such as bikes, tools and other valuables by chaining or locking them within your garage.

9. Make sure your valuables aren't visible...

Don't leave iPods, laptops, wallets and keys near doors and windows where they can be seen by thieves.

10. Program Emergency phone numbers...

Program the local Police Station's phone number in the speed dial of home and mobile phones so it's readily available in the event of an emergency.

his advice has been prepared with the assistance of security experts and the NSW police force. For more information see the information pages at our website.

Contact Details

Tel: 1300 638 787
Fax: 1300 644 402
Email: admin@netstrata.com.au
Web: www.netstrata.com.au

Wednesday 7 June 2017

All Correspondence:
P.O. Box 265
HURSTVILLE BC NSW 1481

To All Owners, Strata Plan 93238
2 BURROWAY ROAD
WENTWORTH POINT NSW 2127

Head Office

298 Railway Parade
CARLTON NSW 2218

Wollongong Office

Level 4, 63 Market Street
WOLLONGONG NSW 2520

Dear Owners,

**RE: MINUTES OF ANNUAL GENERAL MEETING
at 2 BURROWAY ROAD, WENTWORTH POINT NSW 2127**

Attached are the minutes of the recent Annual General Meeting conducted for your strata scheme and enclosed is a levy payment notice for your 1st quarter levies.

We urge you to read the minutes so you're aware of the issues discussed at the meeting and we also write to bring the following matters to your attention;

1. Reform to Strata Laws

The new Strata Schemes Management Act 2015 and Regulations came into force on 30 November 2016.

These two pieces of legislation represent the most significant reforms to Strata Title Law in NSW since 1973. In total there are around 90 changes to current legislation that will impact all stakeholders of strata title property including, owners, tenants, business operators and managing agents.

For further information and a complete listing of all the changes see the NSW Fair Trading Website www.fairtrading.nsw.gov.au and search 'Strata Reform'.

2. Your Owner Portal

Don't forget you can obtain all the pertinent information relating to your scheme via your Owner Portal at www.netstrata.com.au. From here you are able to access;

- The Minutes Book for your scheme
- The current Financial Records for your scheme
- The current Financial Records for your lot
- The By-laws for your scheme
- The Insurance Certificate & P.D.S. for your scheme
- R.P. Data Sales and Area Profile reports
- Other important records for your scheme
- Update your personal information

Forgotten your user name and password? Don't worry go to the login in page at the portal for assistance.

As always we hope this information proves helpful. Should you have any questions or require further information regarding these or any other matters concerning your strata scheme please do not hesitate to call or email me directly.

Sincerely,
NETSTRATA



Andrew Tunks | Direct Line: 02 8567 6410 | Email: andrew@netstrata.com.au
Senior Strata Manager



Securing your Strata or Community Title Property

One of the attractions of living or working in a strata or community scheme is the additional security that can be provided to a building such as security intercoms, secured garage areas and the sense of 'community watch' within a development.

Regrettably however residents often don't become security conscious until after they have been robbed and no matter how many security devices may be fitted to the common areas of your building, the harsh reality is that a security building is only secure as the people that reside in it. Surveys have shown that over 90% of occupants living in a multi-dwelling property have 'buzzed' strangers into their building.

A main entry security door or shutter at the entry to a garage area provides both a visual and physical deterrent; however these areas are often secluded and are a common target for many would be thieves. Aside from this very few residents ever stop to check that a security garage door has closed after they've entered or exited the building and it's fairly easy for a thief to simply wander into the building whilst the door is opening or closing.

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There are a variety of security strategies that you can initiate to further secure your property and it's not always necessary to spend a lot of money on home security. There are things you can do that cost nothing. Care, vigilance and common sense are free.

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4. Dispose of rubbish properly...

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Don't leave ladders, wheelie bins or pot plants in areas that can be used by thieves to scale the building.

6. Mark your property...

Mark or label all your electrical appliances by using an engraver or ultra-violet pen so they cannot be readily sold by thieves and keep a record of their serial numbers separately so they may be provided to police in the event the worst happens.

7. Lock your vehicle...

Always lock your vehicle and don't leave valuables like phones, GPS units, sunglasses or iPods visible.

8. Secure items in your garage...

Secure items such as bikes, tools and other valuables by chaining or locking them within your garage.

9. Make sure your valuables aren't visible...

Don't leave iPods, laptops, wallets and keys near doors and windows where they can be seen by thieves.

10. Program Emergency phone numbers...

Program the local Police Station's phone number in the speed dial of home and mobile phones so it's readily available in the event of an emergency.

This advice has been prepared with the assistance of security experts and the NSW police. For more information see the information pages at our website.

Minutes of Annual General Meeting

Strata Plan:	93238 - BURROWAY ROAD 2, WENTWORTH POINT REGATTA
Meeting date:	Tuesday, 06 June 2017
Commenced:	06:00 PM
Apologies:	Nil
Pre Meeting Voting:	Nil
Present:	Lot 41, Lot 127, Lot 167, Lot 177, Lot 183, Lot 231, Lot 250, Lot 331, Lot 332
Proxies:	Lot 94, Lot 95, Lot 99, Lot 153, Lot 168, Lot 170, Lot 172, Lot 234, Lot 292, Lot 320 (all in favour of the Chairperson)
Corporate Authorisation:	Rob Allen for Fairmead Business P/L of Lots 331 & 332
In attendance:	Mr Andrew Tunks of Network Strata Services T/A Netstrata
Quorum:	A quorum was declared after 30 minutes.
Chairperson:	Mr Andrew Tunks

Motion 1.
Confirmation of Previous Minutes **RESOLVED** that the minutes of the last general meeting be confirmed.
Vote: All in favour

Motion 2.
The Financial Statements **RESOLVED** that the Financial Statements as presented be adopted.
Vote: All in favour

Motion 3.
Appointment of an Auditor **RESOLVED** that an auditor will be appointed for the coming year.
Vote: All in favour

Motion 4.
Annual Fire Safety Statement **RESOLVED** that the owners considered the Annual Fire Safety Statement and that the Strata Managing Agent & Building Management shall continue to co-ordinate the inspection process and necessary administrative processes to obtain the statement for the coming year.
Vote: All in favour

Motion 5.
Building Defects and Rectification **RESOLVED** that the Owners Corporation shall appoint Building Help as per their tender tabled at the meeting for \$18,287.50 including GST to undertake a routine inspection of the common areas of the strata scheme for the purpose of identifying any defect items to be brought to the attention of the original builder/developer.
Vote: All in favour
Notes: The Strata Manager tabled 3 tenders for common area building defects reports at the meeting, notably from Acumen Building & Engineering Consultants P/L, A City Pty Ltd & Building Help.

**Motion 6.
The Strata
Insurances**

RESOLVED that the Owners Corporation's insurances as presented be confirmed.

Vote: All in favour

**Motion 7.
10 Year Capital
Works Plan**

RESOLVED that the Owners Corporation shall adopt the recommendation of the Capital Works fund plan in their annual budget. The amount recommended in the report as presented by Solutions in Engineering is \$155,000.00 + GST (\$170,500.00 including GST) for the 2017/18 financial year.

Vote: All in favour

**Motion 8.
The Proposed
Budget & Strata
Levies**

RESOLVED that the proposed budget as presented be accepted as Administration fund \$1,000,550.00 + GST (\$1,091,015.00 including GST) and Capital Works fund \$155,000.00 + GST (\$170,500.00 including GST) for the year commencing 1 May 2017 and that the first contributions become due and payable for both the Administrative and Capital Works fund in quarterly instalments on 10/7/17, 1/10/17, 1/1/18 and 1/4/18.

Vote: 17 votes in favour, 2 votes against

**Motion 9.
Overdue Levies**

RESOLVED that the Owners Corporation WILL NOT accept payment plans at this time and will initiate debt recovery proceedings as per the provisions of the Act.

Vote: All in favour

**Motion 10.
Review of Strata By-
Laws**

RESOLVED by Special Resolution that the Owners Corporation shall pass the Smoke Penetration By-law in the following form;

Smoke Penetration

(1) An owner or occupier and any invitee of an owner or occupier, must not smoke tobacco or any similar product on the common property.

(2) An owner or occupier of a lot must ensure that smoke caused by the smoking of tobacco by the owner or occupier, or invitee of the owner or occupier DOES NOT penetrate to the common property or any other lot.

(3) This By-law does not prevent an owner or occupier of a lot from utilising a BBQ, outdoor stove or similar product for the purpose of cooking on the balcony or courtyard of their lot.

Vote: 100% in favour

**Motion 11.
Cleaning Windows &
Doors**

RESOLVED by Special Resolution that the Owners Corporation will repeal the existing Cleaning Windows and Doors By-Law and shall replace it with the new Cleaning Windows and Doors By-law in the following form;

Cleaning Windows and Doors

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

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

Vote: 100% in favour

**Motion 12.
Hanging Out of
Washing**

DEFEATED. by Special Resolution as more than 25% of the total Unit of Entitlement votes cast at the meeting were against the motion, the Owners Corporation will not repeal and replace the Hanging Out of Washing By-law at this time.

Vote: 100% against

**Motion 13.
Special By-Law
(Installation of
Parking Bollards)**

RESOLVED by Special Resolution that the Owners Corporation will pass the 'Installation of Parking Bollards' by-law in the following form:

Special By-Law (Installation of Parking Bollards)

(a) Each owner for the time being of each lot in the strata scheme is conferred with the right to install a collapsible bollard from supplier "thatsmyspot" (hereinafter referred to as a "bollard") to service the owners lot within the strata scheme subject to the following terms and conditions;

(b) The owners of any lot proposing to undertake the installation of a bollard must submit comprehensive plans and diagrams of the proposed installation to the strata managing agent of the strata scheme not less than fourteen (14) days before the bollard is to be installed;

(c) the bollard must be installed wholly within the lot and 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 bollard must be installed in a location and in such a way that it does not interfere with access, use or operation of common property or another lot property in the strata scheme or any person lawfully using the common property any other public areas bounding the strata scheme;

(e) the owners of any lot undertaking the installation of a bollard must obtain all necessary permits, licenses or consents required by local authority or other statutory or lawful authority for such installation;

(f) the installation of the bollard must be effected in a workmanlike manner by licensed and insured tradespersons;

(g) any damage to common property that occurs during, or results from, the installation or subsequent removal or replacement of, or use of, the bollard must be forthwith made good by the owners of the lot from which the damage results at no cost to the Owners Corporation;

(h) the bollard must be maintained in good working order and condition by the owner without claim on the Owners Corporation in respect of such maintenance;

(i) any costs for repairs or replacement of the bollard shall be borne by the lot owner in which the bollard services at no cost to the Owners Corporation;

(j) the owner shall inform the strata managing agent of the scheme not later fourteen (14) days before the bollard is to be replaced or renewed;

(2) In the event that an owner or occupier of a lot to which the parking barrier is installed, after notice, fails to comply with any matters set out in conditions (a) to (j) hereof then the Owners Corporation may terminate the right of the owner or occupier to install the bollard.

Vote: 100% in favour

**Motion 14.
Special By-Law
(Modifications &
Additions)**

RESOLVED by Special Resolution that the Owners Corporation will pass the 'Installation of Parking Bollards' by-law in the following form:

Modifications & Additions

Each owner for the time being of each lot in the strata scheme is conferred with the right to install weather protection devices (hereinafter defined as including blinds, awnings, pergolas, shutters, screens, canopies and shades to provide shade and protection from sun and weather to the windows, doors and open spaces of a lot and all associated equipment wherever located) (hereinafter referred to as the 'devices') to service the owners lot within the strata scheme subject to the following terms and conditions:

- (1) (a) The owners of any lot proposing to undertake the installation of any devices 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 devices are to be installed;
- (b) the devices 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 they service;
- (c) the style, design and finish of any proposed devices 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, such style and design of the first of any one type of device to be notified to the secretary or the strata managing agent will, if it complies with subclause (1) (a) to (j) hereof, set the precedent for any other similar installations of devices that may be proposed elsewhere in the strata scheme;
- (d) the owners of any lot undertaking the installation of any devices must obtain all necessary permits, licenses or consents required by local authority or other statutory or lawful authority for such installation;
- (e) the installation of any devices must be effected in a workmanlike manner by licensed and insured tradespersons and be certified by an engineer to not cause damage(s) to common property;
- (f) the devices 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, any devices must be forthwith made good by the owners of the lot from which the damage results at no cost to the Owners Corporation;
- (h) the devices must be maintained in good working order and condition by the owner without claim on the owners corporation in respect of such maintenance;
- (i) the owner shall inform the secretary or strata managing agent of the scheme not later fourteen (14) days before any devices are to be replaced or renewed;
- (j) all paint, stain and trim finishes applied to the devices 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.

(2) In the event that an owner or occupier of a lot to which any devices are installed, after notice, fails to comply with any matters set out in conditions (a) to (j) hereof then the Owners Corporation may terminate the right of the owner or occupier to install such devices.

(3) In the event that an owner of a lot proposes the installation of any devices that, in their absolute discretion, the secretary or the strata managing agent believes is not consistent with the architectural theme established throughout the remainder of the strata scheme buildings. The proposal must be decided by vote at a general meeting.

Vote: 100% in favour

Motion 15.**Call for Nominations to Strata Committee and Election****RESOLVED**

that the following persons were elected to the Strata Committee from the date of this meeting until the next annual general meeting:

Jiayi Chen (Lot 41)
Sheng Ting Qiu (Lot 127)
Xiao Yan Xin (Lot 183)
Rob Allen (Lot 332)

Vote:

All in favour

Motion 16.**Restricted Matters****RESOLVED**

that at this stage there be no changes to the matters that should only be determined by the Owners Corporation in general meeting.

Vote:

All in favour

Motion 17.**Strata Managers Report****RESOLVED**

to confirm the Strata Manager's report into Training Services and 3rd Party Commissions.

Vote:

All in favour

Motion 18.**Management Agreement****RESOLVED**

to enter into a new Managing Agency Agreement with Network Strata Services Pty Ltd, trading as 'Netstrata' for a period of 3 years as presented to the Owners Corporation dated **6th June 2017**, and that an instrument in writing in the term of this resolution be executed under the seal of the Owners Corporation delegating to the agent all of its functions including those of Chairperson, Secretary, Treasurer and Strata Committee of the Owners Corporation. **FURTHER RESOLVED** that Sheng Ying Qiu of Lot 127 & Rob Allen of Lot 331 be authorised to sign the agreement on behalf of the Owners Corporation.

NOTE:

* Original copies of the agreement were served on the authorised signatories immediately following the meeting.

* In accordance with Section 50(6) of the Strata Schemes Management Act 2015, the Strata Manager provides written notice that the agency agreement must be renewed by the Owners Corporation by no later than **6th June 2020**.

***The Chairperson abstained from voting on the motion.**

Vote:

All in favour

Motion 19.**Workplace Health & Safety Act****DEFEATED.**

The Owners Corporation shall NOT engage suitably qualified experts to undertake an inspection of the common areas to ensure compliance with the Workplace Health and Safety Act and Regulations 2011 at this time.

Vote:

All against

Motion 20.**Appointment of Representative to Building Management Committee****RESOLVED**

by Special Resolution pursuant to Schedule 1C Clause 2(4) of the Strata Schemes Freehold Development Act and in accordance with Clause 7.4 of the Strata Management Statement of SP 93238B that the Owners Corporation appoint the following person/s to represent the scheme as a member of the Building Management Committee: Rob Allen of Lot 331.

Vote:

All in favour

**Motion 21.
Appointment of
Representative to
Community
Association**

RESOLVED pursuant to section 29 of the Community Land Management Act 1989 that Strata Scheme 93238 nominates the following candidate/s for the election of the executive committee of community association DP 270778: Rob Allen of Lot 331.

Vote: All in favour

**Motion 22.
Appointment of
Proxy to Community
Association**

RESOLVED pursuant to clause 8(2a) Schedule 6 of the Community Land Management Act 1989 that the following member/s of strata plan 93238 be elected as proxy for general meetings of the community association DP 270778: Rob Allen of Lot 331.

Vote: All in favour

Closure: The meeting closed at 07:20 PM



Mr Andrew Tunks
Chairperson

**Proposed date for
next Annual General
Meeting:** 15/06/2018



Contact Details

Tel: 1300 638 787
 Fax: 1300 644 402
 Email: admin@netstrata.com.au
 Web: www.netstrata.com.au

Thursday 28 June 2018

All Correspondence:
 P.O. Box 265
 HURSTVILLE BC NSW 1481

To All Owners, Strata Plan 93238
 2 BURROWAY ROAD
 WENTWORTH POINT NSW 2127

Head Office

298 Railway Parade
 CARLTON NSW 2218

Wollongong Office

Level 4, 63 Market Street
 WOLLONGONG NSW 2520

Dear Owners,

RE: MINUTES OF ANNUAL GENERAL MEETING at 2 BURROWAY ROAD, WENTWORTH POINT NSW 2127

Attached are the minutes of the recent Annual General Meeting conducted for your strata scheme and enclosed is a levy payment notice for your 1st quarter levies. We urge you to read the minutes so you're aware of the issues discussed at the meeting and we also write to bring the following matters to your attention;

1. Child Window Lock Safety Devices & Annual Fire Inspection

In December 2013 the NSW Parliament passed the Strata Schemes Management Amendment (Child Window Safety Devices) Act. The Bill was introduced to parliament in response to an alarming increase in the number of children seriously injured or killed after falling from windows in residential strata schemes. The legislation requires that locking or restricting devices be fitted to windows that are less than 1.7M in height, with a fall of greater than 2M. The deadline for compliance March 2018 and best practice suggests that all affected windows be inspected regularly to ensure ongoing compliance once the deadline passes.

For the convenience of all residents as well as to reduce administrative costs, it has been proposed to combine the Window Lock inspection with the Annual Fire Safety inspection that is required to be completed under the Environmental, Planning and Assessment Act.

For more information regarding the window lock legislation or fire safety, see the information pages at www.netstrata.com.au or search the NSW Fair Trading website.

2. Your Owner Portal

Don't forget you can obtain all the pertinent information relating to your scheme via your Owner Portal at www.netstrata.com.au. From here you are able to access;

- The Minutes Book for your scheme
- The current Financial Records for your scheme
- The current Financial Records for your lot
- The By-laws for your scheme
- The Insurance Certificate & P.D.S. for your scheme
- R.P. Data Sales and Area Profile reports
- Other important records for your scheme
- Update your personal information

Forgotten your user name and password? Don't worry go to the login in page at the portal for assistance.

As always we hope this information proves helpful. Should you have any questions or require further information regarding these or any other matters concerning your strata scheme please do not hesitate to call or email me directly.

Sincerely,
 NETSTRATA

Andrew Tunks | Direct Line: 02 8567 6410 | Email: andrew.tunks@netstrata.com.au

Senior Strata Manager



Securing your Strata or Community Title Property

One of the attractions of living or working in a strata or community scheme is the additional security that can be provided to a building such as security intercoms, secured garage areas and the sense of 'community watch' within a development.

Regrettably however residents often don't become security conscious until after they have been robbed and no matter how many security devices may be fitted to the common areas of your building, the harsh reality is that a security building is only secure as the people that reside in it. Surveys have shown that over 90% of occupants living in a multi-dwelling property have 'buzzed' strangers into their building.

A main entry security door or shutter at the entry to a garage area provides both a visual and physical deterrent; however these areas are often secluded and are a common target for many would be thieves. Aside from this very few residents ever stop to check that a security garage door has closed after they've entered or exited the building and it's fairly easy for a thief to simply wander into the building whilst the door is opening or closing.

Thankfully legislators recognise the importance for owners of strata and community properties to be able to further secure their own premises. Pursuant to the by-laws, all owners of residential, commercial, retail and industrial strata and community schemes are at liberty to undertake the installation of additional locking devices, security screens or other security devices to their windows, front doors, balcony doors and garage doors to further secure their individual premises. If such devices are not already in place at your property, we highly recommend they be installed. However it should be understood that any additional locking devices must adhere to current fire safety regulations – a licensed locksmith will be able to offer advice on such regulations. Further, any additional security screens (not shutters) fitted to windows or doors must comply with any design and colour scheme that is already established at the property. If you are not certain of these protocols, simply contact your strata manager.

There are a variety of security strategies that you can initiate to further secure your property and it's not always necessary to spend a lot of money on home security. There are things you can do that cost nothing. Care, vigilance and common sense are free.

The following are 10 simple and cost effective ways that you can further secure your property.

Remember, thieves aren't brain surgeons on a day off; they are opportunists who will exploit easy targets. Making your building harder to break into than the one next door will go a long way to preventing a security breach at your property.

1. Make sure your locks work...

Ensure that the locks you do have installed on windows, front doors, balcony doors and garage doors are functioning properly and ensure all your doors and windows, including common property entries and exits are closed and locked whenever you enter or leave the property.

2. Get to know your neighbours...

Make an effort to get to know the other residents within your scheme. Conduct brainstorming sessions or make suggestions for security improvements for your building so they can be considered by all owners.

3. Don't leave notes...

On doors for couriers or friends advising that you're out or that you'll be back in ten minutes.

4. Dispose of rubbish properly...

Cut up boxes that contained expensive electrical equipment and dispose of them properly. Leaving large boxes on the nature strips for a council pick-up simply advertises the new appliances in your property. And ensure you tear up old bank statements or financial documents before placing them in the rubbish; Bank statements that are stolen from rubbish or recycling bins is a leading cause of identity theft!

5. Natural ladders are a risk...

Don't leave ladders, wheelie bins or pot plants in areas that can be used by thieves to scale the building.

6. Mark your property...

Mark or label all your electrical appliances by using an engraver or ultra-violet pen so they cannot be readily sold by thieves and keep a record of their serial numbers separately so they may be provided to police in the event the worst happens.

7. Lock your vehicle...

Always lock your vehicle and don't leave valuables like phones, GPS units, sunglasses or iPods visible.

8. Secure items in your garage...

Secure items such as bikes, tools and other valuables by chaining or locking them within your garage.

9. Make sure your valuables aren't visible...

Don't leave iPods, laptops, wallets and keys near doors and windows where they can be seen by thieves.

10. Program Emergency phone numbers...

Program the local Police Station's phone number in the speed dial of home and mobile phones so it's readily available in the event of an emergency.

This advice has been prepared with the assistance of security experts and the NSW police. For more information see the information pages at our website.

Minutes of Annual General Meeting

Strata Plan:	93238 - BURROWAY ROAD 2, WENTWORTH POINT REGATTA
Meeting date:	Wednesday, 27 June 2018
Commenced:	6:00 PM
Apologies:	Nil
Pre Meeting Voting:	Lot 38, Lot 124
Present:	Lot 41, Lot 43, Lot 69, Lot 127, Lot 167, Lot 242, Lot 250, Lot 331, Lot 332
Proxies:	Appointing the Chairperson Lot 94, Appointing the Chairperson Lot 99, Appointing Jiayi Chen Lot 155, Appointing the Chairperson Lot 168, Appointing the Chairperson Lot 172, Appointing the Chairperson Lot 234, Appointing the Chairperson Lot 260, Appointing the Chairperson Lot 292.
Corporate Authorisation:	Fairmead Business Pty Ltd - In Favour of Rob Allen. NOTE: Pursuant to Section 7 of the StrataSchemes Management Act 2015, the chairperson disclosed at the commencement of the meeting that Rob Allen is a consultant of Billbergia Group.
In attendance:	Andrew Tunks, Jessica Karras & Richard Lam of Network Strata Services T/A Netstrata, Sam Agha & Khaled Badis of Structure Building Management, Jiayi Chen & Rob Allen.
Quorum:	A quorum was declared after 30 minutes Pursuant to Schedule 1, Clause 17 (4)(b) of the Strata Schemes Management Act 2015.
Chairperson:	Andrew Tunks
Motion 1. Confirmation of Previous Minutes	<u>RESOLVED</u> that the minutes of the last general meeting be confirmed. Vote: All in favour
Motion 2. The Financial Statements	<u>RESOLVED</u> that the Financial Statements as presented be adopted. Vote: All in favour
Motion 3. Appointment of an Auditor	<u>RESOLVED</u> that an auditor will be appointed for the coming year. Vote: All in favour
Motion 4. Annual Fire Safety Statement	<u>RESOLVED</u> that the owners considered the Annual Fire Safety Statement and that the Strata Managing Agent shall continue to co-ordinate the inspection process and necessary administrative processes to obtain the statement for the coming year. It was further resolved that the current fire safety contractor, Absolute Fire Safety was considered competent by the Owners Corporation in accordance with the Environmental Planning and Assessment Amendment (Fire Safety and Building Certification) Regulations 2017. Vote: All in favour

Motion 5.**Building Defects and Rectification****RESOLVED**

that the Owners Corporation noted that there are no outstanding defects requiring action to be taken at present.

Vote:

All in favour

Notes:

The strata manager noted that a common area building defect report had been obtained in 2017 of which Billbergia repaired all items on the list. Building Help (defect consultant) has attended site and signed off on the rectification work, noting that all defects were completed.

Motion 6.**The Strata Insurances****RESOLVED**

that the Owners Corporation's insurances as presented be confirmed.

Vote:

All in favour

Motion 7.**Building Catastrophe Insurance****RESOLVED**

that the Owners Corporation will effect Building Catastrophe Insurance at the renewal of their next policy.

Vote:

1 in favour of deferral, 17 in favour, 1 against

Motion 8.**Flood Cover Insurance****DEFEATED.**

A quotation for Flood Cover Insurance will not be obtained at this time.

Vote:

All against

Motion 9.**Pre-Meeting & Electronic Voting By-law****RESOLVED**

by Special Resolution, the Owners Corporation to adopt and register the Pre-Meeting and Electronic Voting By-law as presented.

Vote:

100% in favour

Motion 10.**Minor Renovations By-law****RESOLVED**

The Owners Corporation SPECIALLY RESOLVES pursuant to sections 110 and 141 of the Strata Schemes Management Act 2015 THAT an additional by-law be made, Special By-Law Minor Renovations on the terms set out below or which are attached to the notice of this meeting, and that notification of the by-law be lodged for registration at the Registrar-General's Office.

Vote:

100% in favour

Motion 11.**Workplace Health & Safety Act****DEFEATED.**

The Owners Corporation will not engage suitably qualified experts to undertake an inspection of the common areas to ensure compliance with the Workplace Health and Safety Act and Regulations 2011 at this time.

Vote:

1 in favour, 18 against

Motion 12.**Aluminium Cladding Inspection****RESOLVED**

the Owners Corporation will engage the services of a suitably qualified expert to provide a report on the compliance or otherwise of cladding materials installed at the strata scheme.

Vote:

17 in favour, 2 against

Motion 13.**10 Year Capital Works Plan****DEFEATED.**

The Owners Corporation WILL NOT adopt the recommendation of the Capital Works fund plan at this time.

Vote:

5 in favour, 14 against

Motion 14.**Transfer Funds from
Administration to
Capital Works Fund****RESOLVED**

that the Owners Corporation will transfer the amount of \$60,000.00 from the Administration Fund to the Capital Works Fund.

Vote:

12 in favour, 5 against, 2 abstained

Motion 15.**The Proposed
Budget & Strata
Levies****RESOLVED**

that the proposed budget as presented be amended as Administration fund \$1,000,550.00 + GST (\$1,091,015.00 including GST) and Capital Works fund \$155,000.00 + GST (\$170,500.00 including GST) for the year commencing 1 May 2018 and that the first contributions become due and payable for both the Administrative and Capital Works fund in quarterly instalments on 05/08/2018, 01/10/2018, 01/01/2019 and 01/04/2019.

Vote:

18 in favour, 1 against

Notes:

A vote was taken for the proposed budget, it was not adopted. The owner of lot 41 then proposed adopting the same total budget amount as resolved for the 2017/18 financial year, this was accepted by the majority of the owners present at the meeting.

Motion 16.**Overdue Levies****RESOLVED**

that the Owners Corporation WILL NOT accept payment plans at this time and will initiate debt recovery proceedings as per the provisions of the Act.

Vote:

All in favour

Motion 17.**Call for Nominations
to Strata Committee
and Election****RESOLVED**

that the following persons were elected to the Strata Committee from the date of this meeting until the next annual general meeting:

Jiayi Chen (Lot 41)

Shijian Zhang (Lot 43)

Sheng Ying Qiu (Lot 127)

Xuejun Wen (Lot 155)

Jianhong Li (Lot 167)

Rob Allen (Lot 332)

Vote:

All in favour

Motion 18.**Restricted Matters****RESOLVED**

that at this stage there be no changes to the matters that should only be determined by the Owners Corporation in general meeting.

Vote:

All in favour

Motion 19.**Strata Managers
Report****RESOLVED**

to confirm the Strata Managers report into Training Services and 3rd Party Commissions.

Vote:

All in favour

**Motion 20.
Management
Agreement**

RESOLVED to enter into a new Managing Agency Agreement with Network Strata Services Pty Ltd, trading as 'Netstrata' as presented to the Owners Corporation dated 27/6/2018 for a period of 3 years, and that an instrument in writing in the term of this resolution be executed under the seal of the Owners Corporation delegating to the agent all of its functions including those of Chairperson, Secretary, Treasurer and Strata Committee of the Owners Corporation.

FURTHER RESOLVED that Sheng Ying Qiu of Lot 127 and Rob Allen of Lot 332 be authorised to sign the agreement on behalf of the Owners Corporation.

Vote: 7 in favour, 5 against, 7 abstained

Notes:

- * Original copies of the agreement were served on the authorised signatories immediately following the meeting.
- * The chairperson abstained from voting on the motion.
- * In accordance with Section 50(6) of the Strata Schemes Management Act 2015, the Strata Manager provides written notice that the agency agreement must be renewed by the Owners Corporation by no later than 27/6/2021.

**Motion 21.
Appointment of
Representative to
Building
Management
Committee**

RESOLVED by Special Resolution pursuant to Schedule 1C Clause 2(4) of the Strata Schemes Freehold Development Act and in accordance with Clause 7.4 of the Strata Management Statement of SP93238 that the Owners Corporation appoint the following person/s to represent the scheme as a member of the Building Management Committee: Rob Allen of Lot 332.

Vote: All in favour

Notes: It was also noted that Rob Allen of Lot 332 shall remain the representative to the Community Association, the proxy forms remain valid from the prior appointment at the 2017 AGM.

**Motion 22.
Lot 38 Internal
Works**

RESOLVED that pursuant to By-laws 31 (Minor Building Works) & 32 (Major Building Works), the owners corporation shall approve the owner of lot 38 (608/55 Hill Road) to undertake the following works within the lot at their own expense:

- Removal of wall before powder room & walk in pantry;
- Removal of door & door frame to enter into pantry & plaster over hole;
- Create a services wall (approx 50mm wide) for pipes and insulation and then gyprock the walls;
- Extend plumbing services for new shower head;
- Cut and chase drainage to tap into existing floor waste. Cutting and chasing will not exceed 40mm. Hand held hilti scanner used to scan for services;
- Track drainage used for the shower to feed into the drain;
- Water proofing to be conducted in all of the required areas and water proofing certificate to be supplied;
- Tiling to be carried out over all areas with all of the required slopes and inclines needed to ensure that if there is ever a flood it will stay in the bathroom; &
- Relocate the exhaust fan to near the shower head.

The lot owner shall provide all contractor licence details and warranties. All plans and specifications are to be provided to the strata committee prior to proceeding with the works. The lot owner is required to undertake a concrete slab scan prior to any plumbing relation works involving cutting the concrete slab.

Vote: All in favour

Notes: The only amendment to the proposed motion was to ensure that the Lot owner undertakes a concrete slab scan prior to any plumbing relation works involving cutting the concrete slab.

Closure:

The meeting closed at 7:52 PM



.....
Andrew Tunks - Chairperson

PROPOSED DATE FOR NEXT ANNUAL GENERAL MEETING: June 2019



Contact Details

Tel: 1300 638 787
 Fax: 1300 644 402
 Email: admin@netstrata.com.au
 Web: www.netstrata.com.au

Wednesday 19 June 2019

All Correspondence:
 P.O. Box 265
 HURSTVILLE BC NSW 1481

To All Owners, Strata Plan 93238
 2 BURROWAY ROAD
 WENTWORTH POINT NSW 2127

Head Office

298 Railway Parade
 CARLTON NSW 2218

Wollongong Office

Level 4, 63 Market Street
 WOLLONGONG NSW 2520

Dear Owners,

RE: MINUTES OF ANNUAL GENERAL MEETING at 2 BURROWAY ROAD, WENTWORTH POINT NSW 2127

Attached are the minutes of the recent Annual General Meeting conducted for your strata scheme and enclosed is a levy payment notice for your 1st quarter levies. We urge you to read the minutes so you're aware of the issues discussed at the meeting and we also write to bring the following matters to your attention;

1. Child Window Lock Safety Devices & Annual Fire Inspection

In December 2013 the NSW Parliament passed the Strata Schemes Management Amendment (Child Window Safety Devices) Act. The Bill was introduced to parliament in response to an alarming increase in the number of children seriously injured or killed after falling from windows in residential strata schemes. The legislation requires that locking or restricting devices be fitted to windows that are less than 1.7M in height, with a fall of greater than 2M. The deadline for compliance March 2018 and best practice suggests that all affected windows be inspected regularly to ensure ongoing compliance once the deadline passes.

For the convenience of all residents as well as to reduce administrative costs, it has been proposed to combine the Window Lock inspection with the Annual Fire Safety inspection that is required to be completed under the Environmental, Planning and Assessment Act.

For more information regarding the window lock legislation or fire safety, see the information pages at www.netstrata.com.au or search the NSW Fair Trading website.

2. Your Owner Portal

Don't forget you can obtain all the pertinent information relating to your scheme via your Owner Portal at www.netstrata.com.au. From here you are able to access;

- The Minutes Book for your scheme
- The current Financial Records for your scheme
- The current Financial Records for your lot
- The By-laws for your scheme
- The Insurance Certificate & P.D.S. for your scheme
- R.P. Data Sales and Area Profile reports
- Other important records for your scheme
- Update your personal information

Forgotten your user name and password? Don't worry go to the login in page at the portal for assistance.

As always we hope this information proves helpful. Should you have any questions or require further information regarding these or any other matters concerning your strata scheme please do not hesitate to call or email me directly.

Sincerely,
 NETSTRATA

Andrew Tunks | Direct Line: 02 8567 6410 | Email: andrew.tunks@netstrata.com.au

Learning & Development Director



Securing your Strata or Community Title Property

One of the attractions of living or working in a strata or community scheme is the additional security that can be provided to a building such as security intercoms, secured garage areas and the sense of 'community watch' within a development.

Regrettably however residents often don't become security conscious until after they have been robbed and no matter how many security devices may be fitted to the common areas of your building, the harsh reality is that a security building is only secure as the people that reside in it. Surveys have shown that over 90% of occupants living in a multi-dwelling property have 'buzzed' strangers into their building.

A main entry security door or shutter at the entry to a garage area provides both a visual and physical deterrent; however these areas are often secluded and are a common target for many would be thieves. Aside from this very few residents ever stop to check that a security garage door has closed after they've entered or exited the building and it's fairly easy for a thief to simply wander into the building whilst the door is opening or closing.

Thankfully legislators recognise the importance for owners of strata and community properties to be able to further secure their own premises. Pursuant to the by-laws, all owners of residential, commercial, retail and industrial strata and community schemes are at liberty to undertake the installation of additional locking devices, security screens or other security devices to their windows, front doors, balcony doors and garage doors to further secure their individual premises. If such devices are not already in place at your property, we highly recommend they be installed. However it should be understood that any additional locking devices must adhere to current fire safety regulations – a licensed locksmith will be able to offer advice on such regulations. Further, any additional security screens (not shutters) fitted to windows or doors must comply with any design and colour scheme that is already established at the property. If you are not certain of these protocols, simply contact your strata manager.

There are a variety of security strategies that you can initiate to further secure your property and it's not always necessary to spend a lot of money on home security. There are things you can do that cost nothing. Care, vigilance and common sense are free.

The following are 10 simple and cost effective ways that you can further secure your property.

Remember, thieves aren't brain surgeons on a day off; they are opportunists who will exploit easy targets. Making your building harder to break into than the one next door will go a long way to preventing a security breach at your property.

1. Make sure your locks work...

Ensure that the locks you do have installed on windows, front doors, balcony doors and garage doors are functioning properly and ensure all your doors and windows, including common property entries and exits are closed and locked whenever you enter or leave the property.

2. Get to know your neighbours...

Make an effort to get to know the other residents within your scheme. Conduct brainstorming sessions or make suggestions for security improvements for your building so they can be considered by all owners.

3. Don't leave notes...

On doors for couriers or friends advising that you're out or that you'll be back in ten minutes.

4. Dispose of rubbish properly...

Cut up boxes that contained expensive electrical equipment and dispose of them properly. Leaving large boxes on the nature strips for a council pick-up simply advertises the new appliances in your property. And ensure you tear up old bank statements or financial documents before placing them in the rubbish; Bank statements that are stolen from rubbish or recycling bins is a leading cause of identity theft!

5. Natural ladders are a risk...

Don't leave ladders, wheelie bins or pot plants in areas that can be used by thieves to scale the building.

6. Mark your property...

Mark or label all your electrical appliances by using an engraver or ultra-violet pen so they cannot be readily sold by thieves and keep a record of their serial numbers separately so they may be provided to police in the event the worst happens.

7. Lock your vehicle...

Always lock your vehicle and don't leave valuables like phones, GPS units, sunglasses or iPods visible.

8. Secure items in your garage...

Secure items such as bikes, tools and other valuables by chaining or locking them within your garage.

9. Make sure your valuables aren't visible...

Don't leave iPods, laptops, wallets and keys near doors and windows where they can be seen by thieves.

10. Program Emergency phone numbers...

Program the local Police Station's phone number in the speed dial of home and mobile phones so it's readily available in the event of an emergency.

This advice has been prepared with the assistance of security experts and the NSW police. For more information see the information pages at our website.

Minutes of Annual General Meeting



Strata Plan:	93238 - 2 BURROWAY ROAD, WENTWORTH POINT - REGATTA
Meeting date:	Tuesday, 18 June 2019
Commenced:	6:00 PM
Apologies:	Lot 167
Pre Meeting Voting:	Nil
Present:	Lot 41, Lot 43, Lot 69, Lot 99, Lot 103, Lot 113, Lot 127, Lot 135, Lot 155, Lot 199, Lot 250, Lot 331, Lot 332
Proxies:	Appointing Jiayi Chen Lot 149, Appointing the Chairperson Lot 234
Corporate Authorisation:	Fairmead Business P/L (Lots 331 & 332) in favour of Rob Allen
In attendance:	Andrew Tunks, Tom Coyle, Ryan Maunder & Joshua Barry of Network Strata Services T/A Netstrata, Sam Agha, Noppawan Chayutirat & Alastair Kidd of Structure Building Management, Rob Allen, Jiayi Chen
Quorum:	A quorum was declared after 30 minutes Pursuant to Schedule 1, Clause 17 (4)(b) of the Strata Schemes Management Act 2015.
Chairperson:	Andrew Tunks

Motion 1.

Confirmation of Previous Minutes

RESOLVED that the minutes of the last general meeting be confirmed.
Vote: All in favour

Motion 2.

The Financial Statements

RESOLVED that the Financial Statements as presented be adopted for the period of 1/05/2018 - 30/04/2019.

Vote: All in favour

Notes: The Strata Manager (Chairperson) explained the financial position of the Owners Corporation at length. It was noted that a transfer of \$60,000.00 from the administration fund to the capital works fund had occurred, the Owners Corporation also utilised \$58,350.00 of surplus funds from the administration fund to subsidise part of the 2018/19 budget (see AGM budget adjustment line item).

There were a number of questions about certain expense categories and the Chairperson answered them one by one. The Building Management Committee (BMC) and Community Association contributions were explained, the Chairperson also provided a handout which explains what a BMC is and how the budget and contributions of a BMC are determined each year.

Motion 3.

Appointment of an Auditor

RESOLVED that an auditor will be appointed for the coming year.
Vote: All in favour

Motion 4.

Strata Managers Report

RESOLVED to confirm the Strata Managers report into Training Services and 3rd Party Commissions.
Vote: All in favour

**Motion 5.
Annual Fire Safety
Statement**

RESOLVED that the owners considered the Annual Fire Safety Statement and that the Strata Managing Agent and Building Manager shall continue to co-ordinate the inspection process and necessary administrative processes to obtain the statement for the coming year.

It was further resolved that the current fire safety contractor, Absolute Fire Safety was considered competent by the Owners Corporation in accordance with the Environmental Planning and Assessment Amendment (Fire Safety and Building Certification) Regulations 2017.

Vote: All in favour

Notes: The Strata Manager (Chairperson) explained that the majority of the costs associated with maintaining the fire apparatus at the site are funded by the Building Management Committee (BMC), in accordance with the Shared Facility Register. The Building Manager and Strata Manager facilitate the inspection and testing of the fire safety equipment onsite.

**Motion 6.
Building Defects and
Rectification**

RESOLVED that the Owners Corporation noted that there are no outstanding building defects to report to the builder/developer at this time.

Vote: All in favour

Notes: The Strata Manager (Chairperson) explained the warranty periods which were/are applicable to the strata scheme, being a 2 year 'minor defect' period which has passed, and a 6 year 'major defect' period which is still valid as the 'Interim Occupation Certificate' is dated 16th June 2016 (meaning the major warranty period would expire on or around 15th June 2022). It was noted that a building defect report was conducted in 2017 by Building Help and the builder/developer subsequently repaired the defects noted in the report. Building Help returned to the strata scheme in November/December 2017 to inspect the rectification works and has signed off on the work as being completed.

**Motion 7.
The Strata
Insurances**

RESOLVED that the Owners Corporation's insurances as presented be confirmed.

Vote: All in favour

Notes: The Strata Manager (Chairperson) explained the Building Management Committee (BMC) insurances as well as the strata plan specific ancillary policy. Updated Chubb 'Certificate of Currency' documents for the 31/05/2019 to 31/05/2020 periods were tabled at the meeting (using the Chairperson's Microsoft PowerPoint presentation), these documents are attached to these minutes.

**Motion 8.
10 Year Capital
Works Plan**

RESOLVED that the Owners Corporation shall not adopt the recommendation of the capital works fund plan (as prepared by Solutions in Engineering in March 2017) in their annual budget, and will continue to raise \$155,000.00 + GST into the capital works fund for the 2019/20 financial year (see motion 9).

Vote: All in favour

Notes: The Strata Manager (Chairperson) explained the importance of adopting the recommendations as noted in the capital works fund plan and also confirmed what the levy increase would be should the Owners Corporation choose to adopt the recommended amount as per the plan.

**Motion 9.
The Proposed
Budget & Strata
Levies**

RESOLVED that the proposed budget as presented be accepted as Administration fund \$1,085,000.00 + GST (\$1,183,445.00 including GST) and Capital Works fund \$155,000.00 + GST (\$170,500.00 including GST) for the year commencing 1/05/2019 and that the first contributions become due and payable for both the Administrative and Capital Works fund in quarterly instalments on 25/7/2019, 1/10/2019, 1/01/2020 & 1/04/2020.

Vote: All in favour

Notes: The Strata Manager (Chairperson) recommended that the Owners Corporation raise the capital works fund budget in accordance with the capital works fund plan recommendation of \$210,000.00 + GST, the approximate increase per apartment was noted. The Chairperson also noted that the capital works fund balance was approximately \$26,300.00 less than the recommended opening balance for the 2019/20 financial year (as noted in the capital works fund plan - \$477,631.69, closing balance for the capital works fund for the 2018/19 period was \$451,349.97).

**Motion 10.
Overdue Levies**

RESOLVED that the Owners Corporation WILL NOT accept payment plans at this time and will initiate debt recovery proceedings as per the provisions of the Act.

Vote: All in favour

**Motion 11.
Call for Nominations
to Strata Committee
and Election**

RESOLVED that the number of members be set at 6 and that the following persons be elected to the Strata Committee from the date of this meeting until the next annual general meeting:

1. Jiayi Chen (Lot 41)
2. Shijian Zhang (Lot 43)
3. Qiling Nie (Lot 69)
4. Sheng Ying Qiu (Lot 127)
5. Xuejun Wen (Lot 155)
6. Rob Allen (Lot 332)

Vote: All in favour

**Motion 12.
Restricted Matters**

RESOLVED that at this stage there be no changes to the matters that should only be determined by the Owners Corporation in general meeting.

Vote: All in favour

**Motion 13.
Recovery of
Administrative
Costs By-Law**

RESOLVED The Owners Corporation SPECIALLY RESOLVED pursuant to sections 110 and 141 of the Strata Schemes Management Act 2015 THAT an additional by-law be made, Special By-Law 'Recovery of Administrative Costs' on the terms set out in the notice of this meeting, and that notification of the by-law be lodged for registration at the Registrar-General's Office.

Vote: 100% in favour

**Motion 14.
Recovery of
Stationery Expenses
By-Law**

RESOLVED The Owners Corporation SPECIALLY RESOLVED pursuant to sections 110 and 141 of the Strata Schemes Management Act 2015 THAT an additional by-law be made, Special By-Law 'Recovery of Stationery Expenses' on the terms set out in the notice of this meeting, and that notification of the by-law be lodged for registration at the Registrar-General's Office.

Vote: 100% in favour

Motion 15.**Aluminium Cladding Update****RESOLVED**

the Owners Corporation received and update on the aluminium panels which are present on sections of the building. It was noted at the meeting that AED Group (Building Consultants) have conducted an inspection of the site and noted that there are no Aluminium Composite Panels (ACP) on the building, it was further noted that the products used are extruded aluminium cladding with no combustible core material. The report from AED Group noted that no further works are considered necessary due to the non-combustible nature of the cladding products used on the building at this time.

Vote:

All in favour

Notes:

The Strata Manager (Chairperson) noted that a full copy of the AED Group report has been uploaded onto the Netstrata Web Portal for the Owners Corporation to view.

Motion 16.**NBN Lift Phone Lines****RESOLVED**

the Owners Corporation decided by Special Resolution pursuant to section 108(2) of the Strata Schemes Management Act 2015, to undertake the upgrade of the lift phone emergency telephone lines so that they are NBN ready.

Vote:

100% in favour

Motion 17.**Appointment of Representative to Building Management Committee****RESOLVED**

by Special Resolution pursuant to Schedule 4 Clause 3(4) of the Strata Schemes Development Act 2015 and in accordance with Clause 7.4 of the Strata Management Statement of SP93238B that the Owners Corporation appoint the following person/s to represent the scheme as a member of the Building Management Committee: Rob Allen of Lot 332.

It was further resolved by Special Resolution that Xuejun Wen of Lot 155 shall act as the substitute representative should the primary representative (Rob Allen) be unavailable to attend a meeting.

Vote:

100% in favour

Motion 18.**Appointment of Proxy to Community Association****RESOLVED**

pursuant to clause 8(2a) Schedule 6 of the Community Land Management Act 1989 and By-Law 2.1(c) that the following member of SP93238 be elected as proxy for general meetings of the community association DP270778: Rob Allen of Lot 332.

Vote:

All in favour

Motion 19.**Appointment of Representative to Community Association****RESOLVED**

pursuant to section 29 of the Community Land Management Act 1989 that SP93238 nominates the following candidate for the election of the executive committee of community association DP270778: Rob Allen of Lot 332.

Vote:

All in favour

Closure:

The meeting closed at 07:35 PM



.....
Andrew Tunks

Chairperson

**Proposed date for
next Annual General
Meeting:**

May/June 2020

General Discussion:

Lift Tenders - It was noted that the lift service agreements will be retendered in early 2020 upon expiration of the current contract. It was also noted that there had been an incident whereby a lot owner was trapped in the lift, subsequently a consultant has been engaged to investigate the lift equipment and service KPI's of the current lift maintenance contractor.

Certificate of Currency

Insured:	SP 93238, SP 94094 and the BMC
Policy Number:	93212645
Policy Period:	From: 4PM on 31/05/2019 To: 4PM on 31/05/2020
Particulars Of Insurance:	Residential Strata Insurance
Location:	2 Burroway Road, Wentworth Point NSW 2127
Sum Insured:	
Building & Common property	\$141,167,700
Temporary Accommodation and Loss of Rent	\$20,965,500
Catastrophe Extension and Owners Improvements	\$20,965,500
First Loss Terrorism	Not Insured
General Liability	\$20,000,000
Crime Insurance	\$100,000
Machinery Breakdown	\$100,000
Management Committee Liability	\$5,000,000
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
Chubb Proportion:	100%
Date:	31 May 2019

Certificate of Currency

Insured:	SP 93238
Policy Number:	93213047
Policy Period:	From: 4PM on 31/05/2019 To: 4PM on 31/05/2020
Particulars Of Insurance:	Residential Strata Insurance
Location:	2 Burroway Road, Wentworth Point NSW 2127
Sum Insured:	
General Liability	\$20,000,000
Crime Insurance	\$100,000
Machinery Breakdown	Not Required
Management Committee Liability	\$5,000,000
Voluntary Workers (in the aggregate any one period)	\$500,000
Voluntary Workers (per volunteer)	\$200,000
Chubb Proportion:	100%
Date:	31 May 2019

All the values on this Certificate of Currency are correct as at 31 May 2019 and may only be subject to change within the Policy Period by written agreement between the Insurer and the Insured.

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

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



Sean Tween | **Chubb Insurance Australia Limited**
Senior Underwriter, Property

23 June 2020

To All Owners, Strata Plan 93238
2 BURROWAY ROAD
WENTWORTH POINT NSW 2127

Dear Owners,

**RE: MINUTES OF ANNUAL GENERAL MEETING
AT 2 BURROWAY ROAD, WENTWORTH POINT NSW 2127**

Attached are the minutes of the recent Annual General Meeting (AGM) conducted for your strata scheme and enclosed is a levy payment notice for your 1st quarter levies. We urge you to read the minutes so you're aware of the issues discussed at the meeting and we also write to bring the following matters to your attention;

1. DO YOU HAVE APPROPRIATE CONTENTS & LANDLORDS INSURANCE?

Although many of the elements within your lot are protected by the Strata Building Insurance (see 'What's Covered by Strata Building Insurance' overleaf), we recommend that all owners effect Contents Insurance to protect those elements of your lot that are not covered by Building Insurance.

C.H.U. Australia's leading Strata Insurance provider is now offering comprehensive Common Contents and Landlord Insurance for owners in Strata Schemes and as a special offer to Netstrata clients, you'll receive an additional 20% discount.

For a quote and simply go to our website www.netstrata.com.au and follow the prompts.

2. YOUR OWNER PORTAL

Don't forget you can obtain all the pertinent information relating to your scheme via your Owner Portal at www.netstrata.com.au. From here you are able to access;

- The Minutes Book for your scheme
- The Financial Records for your scheme
- The current Financial Records for your lot
- The By-laws for your scheme
- The Insurance Certificate & P.D.S. for the scheme
- R.P. Data Sales and Area Profile reports
- Maintenance Reports
- Update your personal information

As always we hope this information proves helpful. Should you have any questions or require further information regarding the AGM or any other matters concerning your strata scheme please do not hesitate to call or email me directly.

Sincerely,
NETSTRATA



Andrew Tunks | Direct Line: (02) 02 8567 6410 | Email: andrew.tunks@netstrata.com.au
Learning & Development Director

WHAT'S COVERED BY STRATA BUILDING INSURANCE?

WHAT IS BUILDING INSURANCE?

Quite simply, Strata Building Insurance protects the Owners Corporation for damage sustained to the building as result of an Accidental or Malicious act. Common examples are;

- Fire/Arson
- Storm/Tempest
- Lightning Strikes
- Vandalism
- Vehicular Impact
- Burglary and Theft
- Glass Breakage
- Burst Pipes
- Earthquakes

A common misapprehension is that Strata Building Insurance protects the Owners Corporation for routine maintenance items or building defects such as the repair of leaking shower trays, settlement or movement cracks in walls and ceilings or concrete cancer, unfortunately this is not the case. The easiest comparison is your motor vehicle insurance. You can insure your vehicle against having an accident, however you can't insure your vehicle against a manufacturers defect or against wearing out. The same principal applies to Strata Building Insurance.

HOW IS THE OWNER OF A LOT PROTECTED?

Every Owners Corporation has a mandatory duty to insure 'the Building' against accidental or malicious damage – section 160(1), Strata Schemes Management Act 2015.

Lot space within a Strata Scheme is commonly defined as;

"the cubic air-space contained within the inner surface of the boundary walls, under surface of the ceiling and upper surface of the floor"

Under this definition the lot owner is responsible for the repair, replacement and maintenance of all building components housed within their lot, such as;

- Internal Walls
- Shower Screens
- Appliances such as wall and bench ovens, cook tops, rangehoods, hot water heaters and exhaust fans
- Internal doors
- Built-In Wardrobes
- Toilets, baths and basins
- Kitchen Sinks, cabinets benchtops

For example, a leaking tap washer in the kitchen or a leak through the shower screen is the lot owners responsibility to maintain. However by virtue of the term 'the building' being included in section 160(1), many of the building components contained within an owners lot are protected by the mandatory Building Insurances that is effected by the Owners Corporation.

Simply speaking these items are the lot owners responsibility for the purposes of repair, replacement and maintenance, however they are protected by the Strata Building Insurance if damaged by an insurable event.

ARE OWNERS CONTENTS COVERED BY STRATA BUILDING INSURANCE?

No, the contents and fittings contained within your lot ARE NOT protected by the Strata Building Insurance and are specifically excluded from the policy, items such as;

- Carpets and Underlay
- Light Fittings
- Any furnishings or personal items
- Floating Floorboards
- Paintwork on walls & ceilings
- Electrical appliances that are not hardwired to the building, e.g. clothes dryers, dishwashers, microwaves & TV's
- Wallpaper
- Wall tiles on internal walls
- Curtains and Blinds
- Ceiling Fans

Owner occupiers may extend cover on their contents insurance to include items not covered by the Strata Building Insurance. Most major mainstream insurers in NSW are aware of the delineation between strata building insurance and contents insurance for a strata property and are happy to extend home contents insurance to include the items listed above.

Non-Resident or Owner investors owners may also take out 'Landlords Insurance' for a sufficient sum to cover the fittings of their lot, however all owners should undertake their own inquiries with their insurer or broker to ensure their contents are adequately covered.

Minutes of Annual General Meeting



Strata Plan:	93238 - BURROWAY ROAD 2, WENTWORTH POINT REGATTA
Meeting date:	Tuesday, 23 June 2020
Commenced:	05:00 PM
Apologies:	Nil
Pre Meeting Voting:	Lot 160
Present:	Lot 41, Lot 43, Lot 113, Lot 123, Lot 135, Lot 155, Lot 224, Lot 227, Lot 310, Lot 331, Lot 332
Proxies:	Appointing the Chairperson Lot 234, Appointing the Chairperson Lot 250
Corporate Authorisation:	Fairmead Business Pty Ltd (Lots 331 & 332) - In favour of Rob Allen
In attendance:	Andrew Tunks of Network Strata Services T/A Netstrata, Sam Agha & Jordan Ghomri of Structure Building Management and the owner of Lot 268
Quorum:	A quorum was declared after 30 minutes Pursuant to Schedule 1, Clause 17 (4)(b) of the Strata Schemes Management Act 2015. Note: 30 owners were unfinancial
Chairperson:	Andrew Tunks
Motion 1. Confirmation of Previous General Meeting Minutes	<p><u>RESOLVED</u> that the minutes of the last general meeting were confirmed as a true and accurate account of the proceedings of that meeting.</p> <p>Vote: All in favour</p>
Motion 2. Financial Statements	<p><u>RESOLVED</u> that the Financial Statements as presented were adopted.</p> <p>Vote: All in favour</p> <p>Notes: The Strata Manager explained that the Sydney Water bills received for the past financial period (1/5/2019 - 30/4/2020) amount to \$10,023.06, against a budget of \$100,000 for the same period. The metres have been checked and appear to match the readings in the bills, however the sudden reduction in water usage cannot be explained at this time. As such, the Strata Manager will monitor the situation and continue to raise concerns with Sydney Water if the matter continues.</p>
Motion 3. Appointment of an Auditor	<p><u>RESOLVED</u> that an auditor will be appointed for the coming year.</p> <p>Vote: All in favour</p>
Motion 4. Annual Fire Safety Statement	<p><u>RESOLVED</u> that the owners considered the Annual Fire Safety Statement and that the Strata Managing Agent shall continue to co-ordinate the inspection process and necessary administrative processes to obtain the statement for the coming year.</p> <p>It was further resolved that the current fire safety contractor, Phoenix Fire Protection was considered competent by the Owners Corporation in accordance with the Environmental Planning and Assessment Amendment (Fire Safety and Building Certification) Regulations 2017.</p> <p>Vote: All in favour</p>

Motion 5.**Building Defects and Rectification****RESOLVED**

the Owners Corporation discussed the statutory warranty periods which apply to the Strata Scheme and decided that there are no outstanding building defects to report at this time.

Vote:

All in favour

Notes:

The Strata Manager explained the statutory warranty period and the warranties applicable to the strata scheme at this time.

Motion 6.**The Strata Insurances****RESOLVED**

that the Owners Corporation's insurances as presented were confirmed.

Vote:

All in favour

Notes:

The Strata Manager explained the Building Management Committee (BMC) insurance policy as well as the ancillary policy which is taken out by the Strata Scheme. Further, the items covered under each policy were outlined and it was noted that Lot owners should consider obtaining contents insurance for their Lots.

Motion 7.**10 Year Capital Works Plan****DEFEATED.**

The Owners Corporation WILL NOT adopt the recommendation of the Capital Works fund plan at this time.

Vote:

1 in favour, 13 against

Motion 8.**The Proposed Budget & Strata Levies****RESOLVED**

that the proposed budget as presented be amended as Administration fund \$1,085,000.00 + GST (\$1,184,945.00 including GST) and Capital Works fund \$155,000.00 + GST (\$170,500.00 including GST) for the year commencing 1 May 2020 and that the first contributions become due and payable for both the Administrative and Capital Works fund in quarterly instalments on 01/8/20, 01/10/20, 01/01/21 & 01/04/21.

Vote:

All in favour

Notes:

The owners present at the meeting decided to utilise surplus funds in the Administration Fund to offset the proposed levy increase, meaning that the overall budget amount for the 2020/21 budget shall be the same as the 2019/20 budget. Please see the amended budget attached to these minutes.

Motion 9.**Levy Interest Suspension****DEFEATED.**

The Owners Corporation decided NOT to temporarily suspend levy interest at this time. Levy interest will continue to be charged at 10% per annum, pursuant to Section 85 of the Strata Schemes Management Act 2015.

Vote:

1 in favour, 13 against

Motion 10.**Overdue Levies & Payment Plans****RESOLVED**

that the Owners Corporation WILL NOT accept payment plans at this time and will initiate debt recovery proceedings as per the provisions of the Act.

Vote:

All in favour

Motion 11.**Call for Nominations to Strata Committee and Election****RESOLVED**

that the number of members be set at five (5) and that the following persons be elected to the Strata Committee from the date of this meeting until the next annual general meeting:

1. Jiayi Chen (Lot 41).
2. Shijian (Leon) Zhang (Lot 43)
3. Sheng Ying (Elizabeth) Qiu (Lot 127)
4. Xuejun Wen (Lot 155)
5. Rob Allen (Lot 332)

Vote:

All in favour

Motion 12.**Restricted Matters****RESOLVED**

that at this stage there be no changes to the matters that should only be determined by the Owners Corporation in general meeting.

Vote:

All in favour

Motion 13.**Strata Managers Report****RESOLVED**

the Owners Corporation reviewed and confirmed the Strata Managers report into Training Services and 3rd Party Commissions in accordance with Sections 55 & 60 of the Strata Schemes Management Act 2015.

Vote:

All in favour

Motion 14.**Management Agreement****RESOLVED**

to enter into a new Managing Agency Agreement with Network Strata Services Pty Ltd, trading as 'Netstrata' for a period of three (3) Years as presented to the Owners Corporation dated 23/06/2020, and that an instrument in writing in the term of this resolution be executed under the seal of the Owners Corporation delegating to the agent all of its functions including those of Chairperson, Secretary, Treasurer and Strata Committee of the Owners Corporation.

FURTHER RESOLVED that Sheng Ying (Elizabeth) Qiu of Lot 127 and Rob Allen of Lot 332 be authorised to sign the agreement on behalf of the Owners Corporation.

NOTE:

* Original copies of the agreement were served on the authorised signatories immediately following the meeting.

* In accordance with Section 50(6) of the Strata Schemes Management Act 2015, the Strata Manager provides written notice that the agency agreement must be renewed by the Owners Corporation by no later than 23/06/2023.

* The chairperson abstained from voting on the motion.

Vote:

All in favour

Motion 15.**Parking By-Law****RESOLVED**

The Owners Corporation decided by Special Resolution pursuant to section 141 of the Strata Schemes Management Act 2015 to repeal the existing Vehicles By-Law and replace with Special By-Law Parking on the terms set out in the notice of this meeting, and that notification of the by-law be lodged for registration at the for registration at NSW Land Registry Services.

Vote:

100% in favour

Motion 16.**Car Charger Works
(EV Charging)**

RESOLVED the Owners Corporation decided by Special Resolution pursuant to sections 136 & 141 of the Strata Schemes Management Act 2015 to pass Special By-Law - 'Car Charger Works Programme' on the terms set out in the notice of this meeting, and that notification of the by-law be lodged for registration at the for registration at NSW Land Registry Services.

Vote: 100% in favour

Motion 17.**Appointment of
Representative to
Building
Management
Committee**

RESOLVED by Special Resolution pursuant to Schedule 4 Clause 3(4) of the Strata Schemes Development Act 2015 and in accordance with Clause 7.4 of the Strata Management Statement of SP93238 that the Owners Corporation appoint the following person to represent the scheme as a member of the Building Management Committee: Rob Allen of Lot 332.

Vote: 100% in favour

Notes: No substitute representative was elected at the meeting.

Motion 18.**Appointment of
Proxy to Community
Association**

RESOLVED pursuant to clause 8(2a) Schedule 6 of the Community Land Management Act 1989 and By-Law 2.1(c) that the following member/s of SP93238 be elected as proxy for general meetings of the community association DP270778: Rob Allen of Lot 332.

Vote: All in favour

Motion 19.**Appointment of
Representative to
Community
Association**

RESOLVED pursuant to section 29 of the Community Land Management Act 1989 that Strata Scheme 93238 nominates the following candidate/s for the election of the executive committee of community association DP270778: Rob Allen of Lot 332.

Vote: All in favour

Motion 20.**Council Clean Up**

DEFEATED. The Bi-Annual Council Clean-Ups will not be arranged at this time.

Vote: 1 in favour, 13 against

Closure:

The meeting closed at 06:10 PM



Andrew Tunks
Chairperson

Proposed date for next Annual General Meeting: June 2021

Strata Plan 93238**2 BURROWAY ROAD WENTWORTH POINT****Administrative Fund**

	Accepted Budget	Actual	Accepted Budget	Variance
	01/05/20 - 30/04/21	01/05/19 - 30/04/20	01/05/19 - 30/04/20	01/05/19 - 30/04/20
Income				
Debt Collection Recoveries				
Debt Collection Recoveries-Reversal	\$0.00	(\$1,458.28)	\$0.00	\$1,458.28
Debt Collection Recoveries	\$0.00	\$16,161.33	\$0.00	(\$16,161.33)
Expenses Recoveries				
Owner Expense Recoveries	\$0.00	\$70.00	\$0.00	(\$70.00)
Interest				
Interest On Levy Arrears	\$0.00	\$3,482.58	\$0.00	(\$3,482.58)
Levy Income				
Contributions - General	\$1,085,000.00	\$1,075,864.40	\$1,085,000.00	\$9,135.60
Total Income	\$1,085,000.00	\$1,094,120.03	\$1,085,000.00	
Expenses				
Accounting, Taxation & Banking				
Bank Fees	\$550.00	\$88.25	\$550.00	\$461.75
DEFT Process Fees	\$850.00	\$840.90	\$850.00	\$9.10
Audit Report	\$2,500.00	\$2,450.00	\$1,700.00	(\$750.00)
BAS & Tax Administration	\$2,500.00	\$2,326.23	\$2,500.00	\$173.77
Income Tax	\$0.00	\$358.20	\$0.00	(\$358.20)
Air Conditioning				
Mechanical Ventilation	\$0.00	\$585.00	\$500.00	(\$85.00)
Building General				
General Maintenance	\$7,000.00	\$12,807.51	\$7,000.00	(\$5,807.51)
Locks & Doors	\$5,000.00	\$11,653.46	\$5,000.00	(\$6,653.46)
Window Cleaning	\$18,000.00	\$0.00	\$0.00	\$0.00
Cleaning				
Cleaning - General	\$128,000.00	\$131,253.96	\$128,000.00	(\$3,253.96)
Electrical				
Electrical Repairs	\$5,000.00	\$8,768.42	\$5,000.00	(\$3,768.42)
Light Globes	\$0.00	\$1,637.00	\$0.00	(\$1,637.00)
Fire Control				
Fire Services	\$2,000.00	\$3,589.07	\$2,000.00	(\$1,589.07)
Garden & Grounds				
Lawn Mowing & Gardening	\$17,500.00	\$16,733.12	\$17,500.00	\$766.88
Insurance				
Insurance Premium	\$3,820.00	\$1,833.30	\$2,000.00	\$166.70
Legal & Professional Services				
Legal Fees	\$0.00	\$1,338.79	\$0.00	(\$1,338.79)
Lift Repairs				
Lift Maintenance	\$22,500.00	\$23,353.98	\$22,500.00	(\$853.98)
Pest Control				
Pest Control - General	\$1,000.00	\$1,850.00	\$1,000.00	(\$850.00)

Strata Plan 93238**2 BURROWAY ROAD WENTWORTH POINT****Administrative Fund**

	Accepted Budget	Actual	Accepted Budget	Variance
	01/05/20 - 30/04/21	01/05/19 - 30/04/20	01/05/19 - 30/04/20	01/05/19 - 30/04/20
Plumbing				
Plumbing - General	\$6,500.00	\$10,414.32	\$6,500.00	(\$3,914.32)
Hot Water System Maintenance	\$6,500.00	\$6,610.12	\$6,500.00	(\$110.12)
Resident Manager / Caretaker				
Building Manager/Caretaker	\$98,000.00	\$85,260.11	\$102,500.00	\$17,239.89
Rubbish Removal				
Routine Waste / Bin Collection	\$4,800.00	\$2,267.25	\$4,800.00	\$2,532.75
Strata/Building Administration				
Debt Collection Fees	\$0.00	\$12,999.11	\$0.00	(\$12,999.11)
Inspection Fees	\$0.00	\$3,200.00	\$0.00	(\$3,200.00)
Land Titles & By-Law Registration	\$4,200.00	\$4,170.45	\$4,000.00	(\$170.45)
Management Services	\$91,550.00	\$86,112.50	\$88,000.00	\$1,887.50
Printing, Postage & Stationery	\$18,000.00	\$15,775.40	\$18,000.00	\$2,224.60
Strata Administration	\$7,000.00	\$8,736.06	\$7,000.00	(\$1,736.06)
BMC/Community Contributions	\$588,500.00	\$595,718.87	\$591,000.00	(\$4,718.87)
General Expenses	\$0.00	\$1,078.55	\$0.00	(\$1,078.55)
Legislative Compliance	\$4,600.00	\$4,527.27	\$4,600.00	\$72.73
AGM Budget Adjustment	(\$48,370.00)	\$0.00	(\$45,000.00)	(\$45,000.00)
Telephone				
Lift Phone & Phone Charges	\$2,500.00	\$2,933.73	\$1,000.00	(\$1,933.73)
Water				
Water Consumption	\$85,000.00	\$10,023.06	\$100,000.00	\$89,976.94
Total Expenses	\$1,085,000.00	\$1,071,293.99	\$1,085,000.00	
GST	\$99,945.00		\$98,445.00	
Surplus / Deficit	\$0.00	\$22,826.04	\$0.00	



Accepted Budget

Financial Period
01/05/2020 - 30/04/2021

Strata Plan 93238

2 BURROWAY ROAD WENTWORTH POINT

Capital Works Fund

	Accepted Budget	Actual	Accepted Budget	Variance
	01/05/20 - 30/04/21	01/05/19 - 30/04/20	01/05/19 - 30/04/20	01/05/19 - 30/04/20
Income				
Interest				
Interest On Levy Arrears	\$0.00	\$181.60	\$0.00	(\$181.60)
Interest On Bank Deposits (Investment Fund)	\$0.00	\$979.23	\$0.00	(\$979.23)
Levy Income				
Contributions - Capital Works Fund	\$155,000.00	\$155,010.80	\$155,000.00	(\$10.80)
Total Income	\$155,000.00	\$156,171.63	\$155,000.00	
Expenses				
Building General				
General Maintenance	\$0.00	\$12,050.00	\$0.00	(\$12,050.00)
Capital Works Fund Maintenance	\$155,000.00	\$5,045.00	\$155,000.00	\$149,955.00
Telephone				
Lift Phone & Phone Charges	\$0.00	\$12,945.00	\$0.00	(\$12,945.00)
Total Expenses	\$155,000.00	\$30,040.00	\$155,000.00	
GST	\$15,500.00		\$15,500.00	
Surplus / Deficit	\$0.00	\$126,131.63	\$0.00	

30 June 2021

To All Owners, Strata Plan 93238
2 BURROWAY ROAD
WENTWORTH POINT NSW 2127

Dear Owners,

**RE: MINUTES OF ANNUAL GENERAL MEETING
AT 2 BURROWAY ROAD, WENTWORTH POINT NSW 2127**

Attached are the minutes of the recent Annual General Meeting (AGM) conducted for your strata scheme and enclosed is a levy payment notice for your 1st quarter levies. We urge you to read the minutes so you're aware of the issues discussed at the meeting and we also write to bring the following matters to your attention;

1. DO YOU HAVE APPROPRIATE CONTENTS & LANDLORDS INSURANCE?

Although many of the elements within your lot are protected by the Strata Building Insurance (see 'What's Covered by Strata Building Insurance' overleaf), we recommend that all owners effect Contents Insurance to protect those elements of your lot that are not covered by Building Insurance.

C.H.U. Australia's leading Strata Insurance provider is now offering comprehensive Common Contents and Landlord Insurance for owners in Strata Schemes and as a special offer to Netstrata clients, you'll receive an additional 20% discount.

For a quote and simply go to our website www.netstrata.com.au and follow the prompts.

2. YOUR OWNER PORTAL

Don't forget you can obtain all the pertinent information relating to your scheme via your Owner Portal at www.netstrata.com.au. From here you are able to access;

- The Minutes Book for your scheme
- The Financial Records for your scheme
- The current Financial Records for your lot
- The By-laws for your scheme
- The Insurance Certificate & P.D.S. for the scheme
- R.P. Data Sales and Area Profile reports
- Maintenance Reports
- Update your personal information

As always we hope this information proves helpful. Should you have any questions or require further information regarding the AGM or any other matters concerning your strata scheme please do not hesitate to call or email me directly.

Sincerely,
NETSTRATA



Andrew Tunks | Direct Line: (02) 02 8567 6410 | Email: andrew.tunks@netstrata.com.au
Learning & Development Director

WHAT'S COVERED BY STRATA BUILDING INSURANCE?

WHAT IS BUILDING INSURANCE?

Quite simply, Strata Building Insurance protects the Owners Corporation for damage sustained to the building as result of an Accidental or Malicious act. Common examples are;

- Fire/Arson
- Storm/Tempest
- Lightning Strikes
- Vandalism
- Vehicular Impact
- Burglary and Theft
- Glass Breakage
- Burst Pipes
- Earthquakes

A common misapprehension is that Strata Building Insurance protects the Owners Corporation for routine maintenance items or building defects such as the repair of leaking shower trays, settlement or movement cracks in walls and ceilings or concrete cancer, unfortunately this is not the case. The easiest comparison is your motor vehicle insurance. You can insure your vehicle against having an accident, however you can't insure your vehicle against a manufacturers defect or against wearing out. The same principal applies to Strata Building Insurance.

HOW IS THE OWNER OF A LOT PROTECTED?

Every Owners Corporation has a mandatory duty to insure 'the Building' against accidental or malicious damage – section 160(1), Strata Schemes Management Act 2015.

Lot space within a Strata Scheme is commonly defined as;

"the cubic air-space contained within the inner surface of the boundary walls, under surface of the ceiling and upper surface of the floor"

Under this definition the lot owner is responsible for the repair, replacement and maintenance of all building components housed within their lot, such as;

- Internal Walls
- Shower Screens
- Appliances such as wall and bench ovens, cook tops, rangehoods, hot water heaters and exhaust fans
- Internal doors
- Built-In Wardrobes
- Toilets, baths and basins
- Kitchen Sinks, cabinets benchtops

For example, a leaking tap washer in the kitchen or a leak through the shower screen is the lot owners responsibility to maintain. However by virtue of the term 'the building' being included in section 160(1), many of the building components contained within an owners lot are protected by the mandatory Building Insurances that is effected by the Owners Corporation.

Simply speaking these items are the lot owners responsibility for the purposes of repair, replacement and maintenance, however they are protected by the Strata Building Insurance if damaged by an insurable event.

ARE OWNERS CONTENTS COVERED BY STRATA BUILDING INSURANCE?

No, the contents and fittings contained within your lot ARE NOT protected by the Strata Building Insurance and are specifically excluded from the policy, items such as;

- Carpets and Underlay
- Light Fittings
- Any furnishings or personal items
- Floating Floorboards
- Paintwork on walls & ceilings
- Electrical appliances that are not hardwired to the building, e.g. clothes dryers, dishwashers, microwaves & TV's
- Wallpaper
- Wall tiles on internal walls
- Curtains and Blinds
- Ceiling Fans

Owner occupiers may extend cover on their contents insurance to include items not covered by the Strata Building Insurance. Most major mainstream insurers in NSW are aware of the delineation between strata building insurance and contents insurance for a strata property and are happy to extend home contents insurance to include the items listed above.

Non-Resident or Owner investors owners may also take out 'Landlords Insurance' for a sufficient sum to cover the fittings of their lot, however all owners should undertake their own inquiries with their insurer or broker to ensure their contents are adequately covered.

Minutes of Annual General Meeting



Strata Plan:	93238 - 2 BURROWAY ROAD, WENTWORTH POINT
Meeting date:	Tuesday, 29 June 2021
Commenced:	05:30 PM
Apologies:	Lot 229
Pre Meeting Voting:	Nil
Present:	Lot 31, Lot 41, Lot 43, Lot 71, Lot 113, Lot 127, Lot 155, Lot 183, Lot 189, Lot 246, Lot 292, Lot 310, Lot 331
Proxies:	Nil
Corporate Authorisation:	Fairmead Business Pty Ltd of Lot 331 - In favour of Robert Allen. It was declared at the commencement of the meeting that Robert Allen is a connected person as defined in Sections 7 & 32 of the Strata Schemes Management Act 2015.
In attendance:	Andrew Tunks & Katherine Viciulis of Network Strata Services T/A Netstrata, Jonathan Grenier, Sam Agha & Jordan Ghomri of Structure Building Management, Robert Allen.
Quorum:	A quorum was declared after 30 minutes Pursuant to Schedule 1, Clause 17 (4)(b) of the Strata Schemes Management Act 2015. Note: 30 owners were unfinancial
Chairperson:	Andrew Tunks

Motion 1. Confirmation of Previous General Meeting Minutes	<u>RESOLVED</u> that the minutes of the last general meeting were confirmed as a true and accurate account of the proceedings of that meeting. Vote: All in favour
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Motion 2. Financial Statements	<u>RESOLVED</u> that the Financial Statements as presented were adopted. Vote: All in favour
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Motion 3. Appointment of an Auditor	<u>RESOLVED</u> that an auditor will be appointed for the coming year. Vote: All in favour
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Motion 4. Annual Fire Safety Statement	<u>RESOLVED</u> that the owners considered the Annual Fire Safety Statement and that the Strata Managing Agent shall continue to co-ordinate the inspection process and necessary administrative processes to obtain the statement for the coming year. It was further resolved that the current fire safety contractor, Phoenix Fire Protection was considered competent by the Owners Corporation in accordance with the Environmental Planning and Assessment Amendment (Fire Safety and Building Certification) Regulations 2017. Vote: All in favour
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Motion 5.**Building Defects and Rectification**

RESOLVED That the Owners Corporation considered building defects and rectification and decided to engage a suitably qualified expert to undertake a routine major building defect inspection of the building. It was resolved to proceed with the tender as submitted by Core Engineering for \$14,880.00 + GST, to inspect the common areas of the scheme. This report will be paid for using the funds available in the Capital Works Fund.

It was further noted that there have been window leaks reported by approximately 12 lot owners, these items will be included in the said building defect inspection.

Vote: All in favour

Motion 6.**The Strata Insurances**

RESOLVED that the Owners Corporation's insurances as presented were confirmed.

Vote: All in favour

Motion 7.**10 Year Capital Works Plan**

DEFEATED. The Owners Corporation WILL NOT adopt the recommendation of the Capital Works fund plan at this time.

Vote: All against

Notes: The Strata Manager recommended proceeding with the recommendations as noted in the Capital Works Fund Report.

Motion 8.**The Proposed Budget & Strata Levies**

RESOLVED that the proposed budget as presented be amended as Administration fund \$1,085,000.00 + GST (\$1,186,490.00 including GST) and Capital Works fund \$155,000.00 + GST (\$170,500.00 including GST) for the year commencing 1 May 2021 and that the first contributions become due and payable for both the Administrative and Capital Works fund in quarterly instalments on 07/08/21, 01/10/21, 01/01/22 & 01/04/22.

Vote: All in favour

Notes: It was decided to utilise \$86,435.00 + GST from the surplus in the Administrative Fund (see attached amended budget line item - 'AGM Budget Adjustment'), towards the 2021-22 financial year budget.

Motion 9.**Removal of Expenditure Limit (Large Schemes)**

RESOLVED that pursuant to section 102(3) of the Strata Schemes Management Act 2015, the Owners Corporation shall remove the limitation on spending.

Vote: All in favour

Motion 10.**Levy Interest Suspension**

DEFEATED. The Owners Corporation decided NOT to temporarily suspend levy interest at this time. Levy interest will continue to be charged at 10% per annum, pursuant to Section 85 of the Strata Schemes Management Act 2015.

Vote: All against

Motion 11.**Overdue Levies & Payment Plans**

RESOLVED that the Owners Corporation shall accept payment plans as per the provisions of the Strata Schemes Management Act 2015.

Vote: All in favour

**Motion 12.
Payment Plan By-Law**

RESOLVED that the Owners Corporation decided by Special Resolution pursuant to sections 136 & 141 of the Strata Schemes Management Act 2015 to pass 'Special By-Law - Payment Plans' on the terms set out in the notice of this meeting, and that notification of the by-law be lodged for registration at the NSW Land Registry Services.

Vote: 100% in favour

**Motion 13.
Fire Inspection Access & Administration By-Law**

RESOLVED the Owners Corporation decided by Special Resolution pursuant to sections 136 & 141 of the Strata Schemes Management Act 2015 to pass 'Special By-Law - Fire Inspection Access & Administration By-Law' on the terms set out in the notice of this meeting, and that notification of the by-law be lodged for registration at NSW Land Registry Services.

Vote: 100% in favour

**Motion 14.
Communication & Dispute Resolution By-Law**

RESOLVED that the Owners Corporation decided by Special Resolution pursuant to sections 136 & 141 of the Strata Schemes Management Act 2015 to pass Special By-Law - 'Communication & Dispute Resolution' on the terms set out in the notice of this meeting, and that notification of the by-law be lodged for registration at NSW Land Registry Services.

Vote: 100% in favour

**Motion 15.
Call for Nominations to Strata Committee and Election**

RESOLVED that the number of members be set at 6 and that the following persons be elected to the Strata Committee from the date of this meeting until the next annual general meeting:

1. Jiayi Chen (Lot 41)
2. Shijian Zhang (Lot 43)
3. Sheng Ying Qiu (Lot 127)
4. Xuejun Wen (Lot 155)
5. Sarah Maxwell (Lot 292)
6. Robert Allen (Lot 331)

Vote: All in favour

Notes: It was disclosed that Robert Allen is a connected person as defined in Sections 7 & 32 of the Strata Schemes Management Act 2015.

**Motion 16.
Restricted Matters**

RESOLVED that at this stage there be no changes to the matters that should only be determined by the Owners Corporation in general meeting.

Vote: All in favour

**Motion 17.
Strata Managers Report**

RESOLVED that the Owners Corporation reviewed and confirmed the Strata Managers report into Training Services and 3rd Party Commissions in accordance with Sections 55 & 60 of the Strata Schemes Management Act 2015.

Vote: All in favour

**Motion 18.
Management
Agreement**

RESOLVED to enter into a new Managing Agency Agreement with Network Strata Services Pty Ltd, trading as 'Netstrata' for a period of 3 Years as presented to the Owners Corporation dated **29/06/2021**, and that an instrument in writing in the term of this resolution be executed under the seal of the Owners Corporation delegating to the agent all of its functions including those of Chairperson, Secretary, Treasurer and Strata Committee of the Owners Corporation.

FURTHER RESOLVED that Sheng Ying Qiu of Lot 127 and Robert Allen of Lot 331 be authorised to sign the agreement on behalf of the Owners Corporation.

NOTE:

* Original copies of the agreement were served on the authorised signatories following the meeting, via Docusign.

* In accordance with Section 50(6) of the Strata Schemes Management Act 2015, the Strata Manager provides written notice that the agency agreement must be renewed by the Owners Corporation by no later than **29/06/2024 (being 3 years after the commencement of the term)**.

Vote: All in favour

**Motion 19.
Appointment of
Representative to
Building
Management
Committee**

RESOLVED by Special Resolution pursuant to Schedule 4 Clause 3(4) of the Strata Schemes Development Act 2015 and in accordance with Clause 7.4 of the Strata Management Statement of SP93238 that the Owners Corporation appoint the following persons to represent the scheme as a member of the Building Management Committee:

- Robert Allen of Lot 331 (Main Representative)
- Sheng Ying Qiu of Lot 127 (Substitute Representative)

Vote: 100% in favour

**Motion 20.
Appointment of
Representative to
Community
Association**

RESOLVED pursuant to section 29 of the Community Land Management Act 1989 that Strata Scheme 93238 nominates the following candidate for the election of the executive committee of community association DP270778:

Robert Allen of Lot 331

Vote: All in favour

**Motion 21.
Appointment of
Proxy to Community
Association**

RESOLVED pursuant to clause 8(2a) Schedule 6 of the Community Land Management Act 1989 and By-Law 2.1(c) that the following member of Strata Plan 93238 be elected as proxy for general meetings of the community association DP270778:

Robert Allen of Lot 331

Vote: All in favour

**Motion 22.
Building
Management
Contract Option
Renewal**

RESOLVED that the Owners Corporation acknowledged Structure Building Management's 'Notice of Exercise of Option' documentation and shall execute the Building Management Agreement renewal contract as included within the meeting notice. The strata manager was authorised to complete the documentation on behalf of the Owners Corporation.

Vote: All in favour

**Motion 23.
Lift Contract**

RESOLVED That the Owners Corporation decided to enter into a new Lift Maintenance Contract with one (1) of the following service providers:

- a) Kone Elevators; or
- b) ThyssenKrupp Elevator Company.

The Strata Manager was instructed to further negotiate with the above listed companies, seeking a 3-year term and a more competitive price. Once negotiations have concluded, the Strata Committee were instructed to decide on which tender to accept.

Vote: All in favour

Notes: Once the Strata Committee have chosen a tender, the Strata Manager will execute the relevant lift maintenance agreement.

**Motion 24.
Pet Approval
Request - Motion
Submitted by the
Owners of Lot 292**

RESOLVED That the Owners Corporation decided pursuant to By-Law 25 (Animals) to approve the owners of Lot 292 (203/1 Park Street) to keep a dog, notably a Greyhound, within the Lot.

Vote: All in favour

**Motion 25.
Regatta Community
Room By-Law**

RESOLVED that the Owners Corporation decided by Special Resolution pursuant to sections 136 & 141 of the Strata Schemes Management Act 2015 to pass Special By-Law - 'Regatta Community Room' on the terms set out in the notice of this meeting, and that notification of the by-law be lodged for registration at NSW Land Registry Services.

Vote: All in favour

Closure:

The meeting closed at 07:35 PM



Andrew Tunks
Chairperson

Proposed date for next Annual General Meeting: June 2022



771-777 New Canterbury Rd
Dulwich Hill NSW 2203
www.khourybros.com.au

ABN: 81 548 158 606
Tel: (02) 9558 1033
Fax: (02) 9558 5362

INDEPENDENT AUDITORS' REPORT TO THE OWNERS OF STRATA PLAN 93238

Scope

We have audited the attached special purpose financial report comprising the Balance Sheet, Income and Expenditure Statements and accompanying notes to the financial statements of Strata Plan 93238 as at 30 April 2021.

The owners corporation is responsible for the preparation and fair presentation of the financial report, and has determined that the accounting policies described in Notes to the financial report is appropriate to meet the requirements of sections 92 and 93 of the Strata Schemes Management Act 2015, and the needs of the owners. This includes the responsibility of maintaining internal controls necessary to enable the preparation of financial reports that are free from material misstatement, whether due to fraud or error.

Our responsibility is to express an opinion on the financial report based on our audit. No opinion is expressed as to whether the accounting policies used, as described in the Notes to the financial statements are appropriate to meet the needs of the owners. Our audit has been conducted in accordance with Australian Auditing Standards. Those standards require that we comply with relevant ethical requirements relating to audit engagements and plan and perform the audit to obtain reasonable assurance whether the financial report is free from material misstatement.

An audit involves performing procedures to obtain audit evidence about amounts and disclosures in the financial report. The procedures selected depend on the auditor's judgement, including the assessment of risk of material misstatement of the financial report, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial report in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of accounting estimates made by the owners corporation, as well as evaluating the overall presentation of the financial report.

We believe the audit evidence obtained is sufficient and appropriate to provide a basis for our opinion.

Audit Opinion

In our opinion, the financial report presents fairly, in all material respects, the financial position of Strata Plan 93238 as at 30 April 2021 and its financial performance for the period then ended in accordance with the accounting policies described in note 1 to the financial statements. The financial report has been prepared to assist the strata plan to meet the requirements of sections 92 and 93 of the Strata Schemes Management Act 2015. As a result, the financial report may not be suitable for another purpose.

KHOURY BROS & CO

Accountants, Auditors, Advisors

Joseph Peter Khoury

FIPA, CTA, RCA

Dated: 19 May 2021



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STRATA PLAN 93238

NOTES TO AND FORMING PART OF THE ACCOUNTS FOR THE PERIOD ENDED 30 April 2021

NOTE 1: Statement of Accounting Policies

This is not a general purpose financial report. It is a special purpose report prepared for the owners of the plan specifically to enable compliance with and in accordance with section 92 and 93 of the Strata Schemes Management Act 2015.

As the plan is not a reporting entity, there are no requirements to prepare accounts in accordance with any applicable Australian Accounting Standards, Australian Accounting Interpretations, or any other pronouncements of the Australian Accounting Standards Board.

The accounts are prepared in accordance with conventional historical costs principals, together with the basic concepts of a going concern. They do not take into account changes in monetary values or current valuations of non-current assets, except where otherwise stated.

NOTE 2: Accounting for Income & Expenses

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

NOTE 3: Levies in Arrears/Advance

The items shown as levies in Arrears/Advance in the balance sheet represent the position of all levies in arrears or advance at the balance date plus any other charges incurred during this period.

NOTE 4: Insurance Premiums

The amount of commission received (if applicable) by the managing agents is reflected on each successful quote.

NOTE 5: Creditors

The amount, if any, shown in the Balance Sheet under "creditors" represents expenditure that has been accounted for in the Income & Expenditure Statements, but not yet paid at balance date.

NOTE 6: Income Tax

Assessable income such as interest and other income derived by the plan from the investment of funds or derived from other personal property as defined in taxation ruling TR 2015/3, is taxable at the current company tax rate. Assessable income received by the plan in respect of common property is taxable in the hands of individual owners as determined by taxation ruling TR 2015/3.



Accepted Budget

Financial Period

01/05/2021 - 30/04/2022

Strata Plan 93238

2 BURROWAY ROAD WENTWORTH POINT

Administrative Fund

	Accepted Budget	Actual	Accepted Budget	Variance
	01/05/21 - 30/04/22	01/05/20 - 30/04/21	01/05/20 - 30/04/21	01/05/20 - 30/04/21
Income				
Debt Collection Recoveries				
Debt Collection Recoveries-Reversal	\$0.00	(\$677.30)	\$0.00	\$677.30
Debt Collection Recoveries	\$0.00	\$10,641.36	\$0.00	(\$10,641.36)
Expenses Recoveries				
Owner Expense Recoveries	\$0.00	\$140.00	\$0.00	(\$140.00)
Owner Refund	\$0.00	\$30.00	\$0.00	(\$30.00)
Interest				
Interest On Levy Arrears	\$0.00	\$3,927.90	\$0.00	(\$3,927.90)
Levy Income				
Contributions - General	\$1,085,000.00	\$1,077,221.40	\$1,085,000.00	\$7,778.60
Total Income	\$1,085,000.00	\$1,091,283.36	\$1,085,000.00	
Expenses				
Accounting, Taxation & Banking				
Bank Fees	\$100.00	\$60.20	\$550.00	\$489.80
DEFT Process Fees	\$850.00	\$831.08	\$850.00	\$18.92
Audit Report	\$2,500.00	\$2,487.50	\$2,500.00	\$12.50
BAS & Tax Administration	\$2,500.00	\$2,326.23	\$2,500.00	\$173.77
Income Tax	\$0.00	\$255.90	\$0.00	(\$255.90)
Building General				
General Maintenance	\$7,000.00	\$13,330.63	\$7,000.00	(\$6,330.63)
Locks & Doors	\$4,500.00	\$4,162.50	\$5,000.00	\$837.50
Window Cleaning	\$18,000.00	\$17,900.00	\$18,000.00	\$100.00
Cleaning				
Cleaning - General	\$128,000.00	\$125,610.00	\$128,000.00	\$2,390.00
Electrical				
Electrical Repairs	\$4,000.00	\$1,558.10	\$5,000.00	\$3,441.90
Fire Control				
Fire Services	\$2,400.00	\$2,367.12	\$2,000.00	(\$367.12)
Garden & Grounds				
Lawn Mowing & Gardening	\$17,500.00	\$16,037.58	\$17,500.00	\$1,462.42
Insurance				
Insurance Premium	\$3,700.00	\$3,837.46	\$3,820.00	(\$17.46)
Lift Repairs				
Lift Maintenance	\$23,000.00	\$10,637.64	\$22,500.00	\$11,862.36
Pest Control				
Pest Control - General	\$1,000.00	\$855.00	\$1,000.00	\$145.00
Plumbing				
Plumbing - General	\$6,500.00	\$6,603.14	\$6,500.00	(\$103.14)
Hot Water System Maintenance	\$6,500.00	\$8,882.08	\$6,500.00	(\$2,382.08)
Resident Manager / Caretaker				
Building Manager/Caretaker	\$111,000.00	\$111,920.56	\$98,000.00	(\$13,920.56)

Report Date: 30th June 2021



Accepted Budget

Financial Period

01/05/2021 - 30/04/2022

Strata Plan 93238

2 BURROWAY ROAD WENTWORTH POINT

Administrative Fund

	Accepted Budget 01/05/21 - 30/04/22	Actual 01/05/20 - 30/04/21	Accepted Budget 01/05/20 - 30/04/21	Variance 01/05/20 - 30/04/21
Rubbish Removal				
Routine Waste / Bin Collection	\$2,000.00	\$850.00	\$4,800.00	\$3,950.00
Security & Intercom				
Intercom Repairs / Replacement	\$0.00	\$789.00	\$0.00	(\$789.00)
Security Services	\$0.00	\$1,294.00	\$0.00	(\$1,294.00)
Strata/Building Administration				
Debt Collection Fees	\$0.00	\$12,205.12	\$0.00	(\$12,205.12)
Land Titles & By-Law Registration	\$4,400.00	\$4,811.13	\$4,200.00	(\$611.13)
Management Services	\$96,250.00	\$90,938.14	\$91,550.00	\$611.86
Printing, Postage & Stationery	\$18,400.00	\$18,376.27	\$18,000.00	(\$376.27)
Strata Administration	\$7,500.00	\$7,377.24	\$7,000.00	(\$377.24)
BMC/Community Contributions	\$625,500.00	\$575,794.34	\$588,500.00	\$12,705.66
Legislative Compliance	\$4,995.00	\$4,966.94	\$4,600.00	(\$366.94)
AGM Budget Adjustment	(\$86,435.00)	\$0.00	(\$48,370.00)	(\$48,370.00)
Telephone				
Lift Phone & Phone Charges	\$3,340.00	\$3,382.60	\$2,500.00	(\$882.60)
Water				
Water Consumption	\$70,000.00	\$13,535.66	\$85,000.00	\$71,464.34
Total Expenses	\$1,085,000.00	\$1,063,983.16	\$1,085,000.00	
GST	\$101,490.00		\$99,945.00	
Surplus / Deficit	\$0.00	\$27,300.20	\$0.00	



Accepted Budget

Financial Period

01/05/2021 - 30/04/2022

Strata Plan 93238

2 BURROWAY ROAD WENTWORTH POINT

Capital Works Fund

	Accepted Budget 01/05/21 - 30/04/22	Actual 01/05/20 - 30/04/21	Accepted Budget 01/05/20 - 30/04/21	Variance 01/05/20 - 30/04/21
Income				
Interest				
Interest On Levy Arrears	\$0.00	\$95.97	\$0.00	(\$95.97)
Interest On Bank Deposits (Investment Fund)	\$0.00	\$477.05	\$0.00	(\$477.05)
Interest On Bank Deposits (Investment 2 Fund)	\$0.00	\$865.66	\$0.00	(\$865.66)
Levy Income				
Contributions - Capital Works Fund	\$155,000.00	\$155,010.80	\$155,000.00	(\$10.80)
Total Income	\$155,000.00	\$156,449.48	\$155,000.00	
Expenses				
Building General				
General Maintenance	\$0.00	\$8,746.36	\$0.00	(\$8,746.36)
Capital Works Fund Maintenance	\$155,000.00	\$8,180.00	\$155,000.00	\$146,820.00
Total Expenses	\$155,000.00	\$16,926.36	\$155,000.00	
GST	\$15,500.00		\$15,500.00	
Surplus / Deficit	\$0.00	\$139,523.12	\$0.00	

General Building Defect Report (Non-Litigation)

SP93238B

2 Burroway Road, Wentworth Point, NSW 2127

CORE PROJECT
CONSULTING

Report details

Address

2 Burroway Road, Wentworth Point, NSW 2127

Client

The Owners of SP93238B
C\ Netstrata
Attn: Andrew Tunks

Job Reference #

AS4604

Revision History

REVISION	DATE	AUTHOR	REVIEWED
2	07 December 2021	Milivoj (Mish) Vojvodic Senior Project Engineer	Wytse Teerling Senior Project Engineer / Projects Team Leader
1	29 September 2021	Milivoj (Mish) Vojvodic Senior Project Engineer	Wytse Teerling Senior Project Engineer / Projects Team Leader

This Report has been prepared for Netstrata on behalf of The Owners of SP93238B. Core Project Consulting will not accept responsibility for any use of, or reliance on its contents by any third party.

The comments and recommendations provided in this report are based on our visual observations and our experience with similar issues in the past. Unless noted otherwise, no destructive investigations were undertaken.

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1 Executive Summary

Core Project Consulting engineers have completed inspections of the common areas at the property located at 2 Burroway Road, Wentworth Point, NSW 2127.

The building defects identified at the property of 2 Burroway Road, Wentworth Point, NSW 2127 are extensive and widespread throughout the building complex. A defect-by-defect remediation is not recommended.

Recurring and systemic "major" defects as identified at this property include:

1. Rooftop waterproofing
2. Inadequate falls to waste outlet in the rooftop area
3. Concrete Issues
4. Cracks to load-bearing building members
5. Defective Planter-box

We have considered the appropriate rectification procedures to ensure that general performance provisions of the National Construction Code (NCC) are achieved.

Engineering specifications are required for each item to ensure the correct methods and materials are used in the staged remediation.

2 Introduction

2.1 Brief

Core Project Consulting has been engaged by Netstrata on behalf of The Owners of SP93238B to conduct an engineering assessment of the property located at 2 Burroway Road, Wentworth Point, NSW 2127 and provide an independent General Building Defect Report (non-litigation format).

The scope of our engagement has been to assess the as built condition of the common areas of the complex and identify building defects not complying with Section 18(b) of the Home Building Act, Nation Construction Code, Australian Standards and/or Guide to Standards and Tolerances.

The assessment was visual in nature, aided by testing equipment at our disposal and no invasive or destructive testing has been completed.

Detail of the assessment as follow:

Site inspection of safely accessible areas of the building noting general building defects. Observation of the following:

- Standard of works
- Standard of applications
- General works to each level
- Assessment of defects

It is our understanding that the intent of the General Building Defect Report is to engage the builder and find a mutually agreed scope of works to repair the defects. Repairs are to be undertaken by the builder, under supervision of a third party.

The report is to include recommended remediation requirements for the observed defects.

The overall condition of the property was considered good, however defects still exist and should be rectified by the builder.

2.2 Assumptions

Where applicable, any assumptions which have been made in the identification, assessment and reporting of defects as outlined in this report are detailed in the relevant section of this report.

2.3 Assessment of Building Defects

Identification and assessment of building defects is assessed on the requirements of the following codes, standards and guides

- Home Building Act 1989
- Building Code of Australia Volume 1 Class 2-9 2014
- Australian Standards
- Office of Fair Trading – Guide to Standards and Tolerances 2017

2.4 Building Description and Classification

The building complex comprises of four (4) residential buildings (varying number of levels), 332 lots, with the ground level to the north facing buildings comprising of commercial and retail lots. The buildings surround a central common courtyard area and share a six-level carpark, situated (combination of) underneath the complex and alongside residential units.

The building complex was completed in 2016 (i.e. final Occupation Certificate No. 16/122627-7 issued on 29 July 2016) and is constructed of concrete slabs and columns with load and non-load bearing walls (i.e. concrete/masonry elements externally and plasterboard linings internally). All 4 buildings generally consist of a mix of concrete and glass façade with flat concrete roofs.

The ground surface of the site has a moderate gradient downwards from the south towards the north, which is generally consistent with the natural topography of the surrounding area.

The building is classified in accordance with Section A1.3 of the Building Code of Australia as follows:

Class 1a - a single dwelling being a detached house

- Class 2: a building containing 2 or more sole-occupancy units each being a separate dwelling.
- Class 6: a shop or other building for the sale of goods by retail or the supply of services direct to the public
- Class 7a - a carpark



Photograph 1: Aerial view of the property of 2 Burroway Rd Road, Wentworth Point

2.5 Site Inspection

A site inspection at the property of 2 Burroway Road, Wentworth Point, NSW 2127 was performed by Core Project Consulting Engineers on 03 August 2021. The weather can be described as clear during this period.

All the accessible common areas including the common lobbies, courtyards, façade (from ground level), basement carpark and rooftops were inspected as well.

Visual inspection and measurement were performed only.

No destructive or intrusive testing was undertaken.

2.6 Assistance

I have prepared this report with the assistance of Zoran Markovski and Puru Thapa of Core Project Consulting, working under my supervision. They have assisted me with inspections, research, calculations and administrative tasks to enable me to form the opinions set out in this report.

3 General Defect Non-Conformance

All defects identified in this report and detailed in the Table of Building Defects create a breach one or more of the below statutory warranties.

3.1 Home Building Act 1989

The following warranties by the holder of a contractor license, or a person required to hold a contractor license before entering into a contract, are implied in every contract to do residential building work

Part 2C Section 18B:

- a) a warranty that the work will be performed in a proper and workmanlike manner and in accordance with the plans and specifications set out in the contract,
- b) a warranty that all materials supplied by the holder or person will be good and suitable for the purpose for which they are used and that, unless otherwise stated in the contract, those materials will be new
- c) a warranty that the work will be done in accordance with and will comply with, this or any other law.
- d) a warranty that the work will be done with due diligence and within the time stipulated in the contract, or if no time is stipulated, within a reasonable time,
- e) a warranty that, if the work consists of the construction of a dwelling, the making of alterations or additions to a dwelling or the repairing, renovation, decoration or protective treatment of a dwelling, the work will result, to the extent of the work conducted, in a dwelling that is reasonably fit for occupation as a dwelling,
- f) a warranty that the work and any materials used in doing the work will be reasonably fit for the specified purpose or result, if the person for whom the work is done expressly makes known to the holder of the contractor license or person required to hold a contractor license, or another person with express or apparent authority to enter into or vary contractual arrangements on behalf of the holder or person, the particular purpose for which the work is required or the result that the owner desires the work to achieve, so as to show that the owner relies on the holder's or person's skill and judgment

All water penetration and ingress of water defects identified in this report and detailed in the

3.2 Standards and Codes

The relevant Development Consent required compliance with the National Construction Code (NCC). The NCC requires compliance with the relevant Australian Standards as referenced throughout.

Based on the Occupation certificate provided, the first construction certificate was issued in 2014. The following codes, Australian standards and guides are relevant as they were applicable on the date of the construction certificate and have been referenced throughout the report.

- i. AS 3600 – 2009 Concrete structures
- ii. AS 4654.1 – 2012 Waterproofing Membranes for External Above-Ground Use
- iii. AS 4654.2 – 2012 Waterproofing Membranes for external above-Ground Use

Other Australian Standards as relevant are referenced in this report and are itemised in the relevant section.

4 Assessment of defects

The defects outlined in Section 4 were each observed throughout the property and areas inspected. Given the number of similar defects observed and recorded, these should be classified as recurring defects.

4.1 Rooftop waterproofing

4.1.1 Description

During the inspection, a liquid applied membrane was noted on the concrete plinths and other 'exposed' waterproofed concrete surfaces on the rooftops of the buildings. The waterproofing installation to the plinths was observed to be deficient indicating noncompliance with the relevant Australian standards, Guides and Codes in a number of ways.

The waterproofing membrane was observed to be deteriorating, primarily in the form of flaking, delaminating and cracking, at exposed sections of the concrete slab roof surfaces (i.e. primarily plinths) which indicates that the membrane is not suitable for external use or it hasn't been applied correctly.

The membrane in the aforementioned areas is not sufficient, which can lead to moisture being permitted to the underlying substrate, possibly leading to water ingress into the building envelope. If left untreated, the damaged waterproofing will lead to premature deterioration of building materials and possible moisture entering building envelopes.

Individual occurrences of these defects have been recorded in the Table of Defects in Section 5 of this report.

4.1.2 Photographs



Photograph 2: Delaminated waterproofing membrane on the concrete plinth edges (10 Burroway Rd.)

4.1.3 Cause

The waterproofing membrane to the plinths and other exposed concrete slab surfaces at the roofs was installed in a manner lacking due care and skill or consideration for the requirements under the Australian Standards, or without understanding of how membranes typically performs (e.g. membrane not suitable for external use). A prudent builder would understand the requirements for the membrane to be UV stable and adequately terminate around the service plinths.

Inadequacy in the waterproofing membrane to the roof can lead to water ingress in the building envelope and cause an inability to inhabit the building and damage the building.

4.1.4 Breach

Building Code of Australia (BCA) 2014

Volume One – Class 2 to Class 9 Buildings

Part F1 Damp and Weatherproofing

F01 - The Objective of this Part is to-

- (a) safeguard occupants from illness or injury and protect the building from damage caused by –
 - (i) surface water; and
 - (ii) external moisture entering a building; and
 - (iii) the accumulation of internal moisture in a building.

FF1.3 - A building is to be constructed to avoid the likelihood of-

- (a) the creation of unhealthy or dangerous conditions
- (b) damage to building elements caused by dampness or water overflowing from bathrooms, laundries and the like.

AS4654.1 - 2012 Waterproofing membranes for external above-ground use - Materials

2.7 Resistance to Ultraviolet Light

Membranes that are left exposed to direct sunlight shall have adequate ultraviolet resistance to remain serviceable over their design life.

AS 4654.2 - 2012 AS4654.1:2012 Waterproofing membranes for external above-ground use – Design and Installation

1.2 Nominative references

1.3.6 Membrane

An impervious barrier to liquid or water, which can be sheet or liquid applied.

2.4 Membranes

2.4.2 Service conditions

The design and installation of exposed and protected membrane systems, as determined in accordance with AS 4654.1, shall resist the following service conditions or any combination thereof:

- (a) Ultraviolet light (where exposed).
- (b) Heat ageing.
- (c) Membrane temperature within the range of its operating temperatures.

NOTES:

1 Membranes used in Australia may experience variations in temperature from -15°C to $+85^{\circ}\text{C}$. The actual range depends on local environmental conditions. Low temperatures may result in significant loss of elongation and high temperatures may result in softening and significant increase in elongation of the membrane. Extended exposure at high temperatures may result in a hardening of the membrane resulting in loss of elasticity.

2 Where thermal insulation is in direct contact with the membrane, consideration should be given to its effect on the temperature range to which the membrane is subject.

(d) Bioresistance.

(e) Water immersion.

(f) Chemical resistance.

NOTE: Cooling tower and swimming pool chemicals can adversely affect waterproofing membranes and service conditions. Such circumstances may require specific design.

The observed defects as described above have been identified to breach the following acts, standards or codes:

Home Building Act 1989

The following warranties by the holder of a contractor licence, or a person required to hold a contractor licence before entering into a contract, are implied in every contract to do residential building work

Part 2C Section 18B:

- a) *a warranty that the work will be done with due care and skill and in accordance with the plans and specifications set out in the contract,*
- b) *a warranty that all materials supplied by the holder or person will be good and suitable for the purpose for which they are used and that, unless otherwise stated in the contract, those materials will be new;*
- c) *a warranty that the work will be done in accordance with and will comply with, this or any other law.*

4.1.5 Discussion and Analysis

The requirements of the BCA and relevant standards for waterproofing membranes in external areas ensures that water does not penetrate the building envelope. The waterproofing in its current state would further degrade and allow water ingress into the building envelope. If left unattended will cause ongoing moisture problems including, but not limited to:

- Moisture ingress into the building envelope – Moisture migration through the concrete slab will allow water ingress into the building envelope and hidden areas. This has the potential to cause water staining, mould and slip hazards when the floor becomes wet.
- Spalling / Concrete Cancer – Moisture migration through the concrete slab can lead to corrosion of the reinforcement bars within the concrete. The expanding of the reinforcement bars can cause spalling, dislodging sections of the concrete slab or render.
- Efflorescence to other areas – Efflorescence will occur on the bottom of the soffit, potentially creating aesthetically displeasing stalactites.

Failure of the waterproofing membrane is a breach of the relevant standards and BCA which reduces the service life of the building elements leading to premature loss of amenity for the Owner and also creates an unsafe amenity for occupants.

4.1.6 Recommended rectification

It is recommended to undertake the following works to rectify the issues with inadequate / poor / damaged waterproofing:

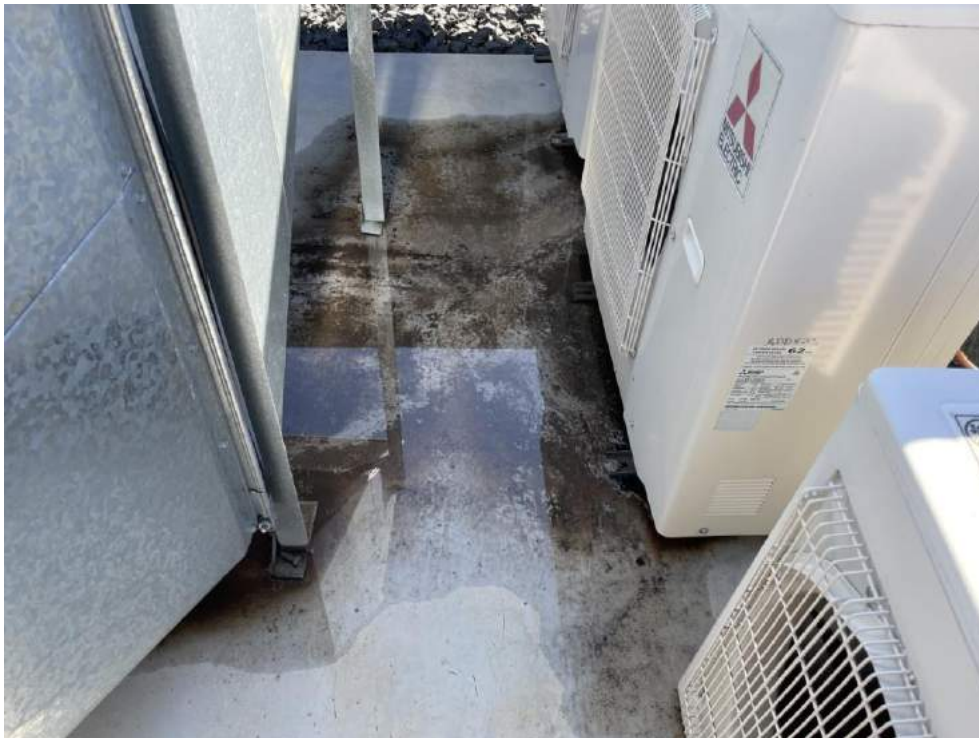
1. Remove any surfaces, equipment, fixings and/or fixtures (e.g. ballast, tiles, paint, coating, AC units, etc) on and adjacent to plinths and other affected concrete surfaces, as required.
2. Mechanically grind back waterproofing membrane to bare concrete in its entirety to the plinths and other affected concrete surfaces. Note, remove and reinstate any fixings and fixtures within the affected area.
3. Ensure surface is clear of any dust or debris.
4. Apply a waterproofing membrane suitable for UV exposed external areas to the affected area as per the BCA and AS4654:
 - a. Minimum 1:100 falls to be installed (re-level surfaces as required)
 - b. Ensure a bead of neutral cure silicone or sand cement fillet is provided at any change in substrate direction i.e. horizontal to vertical.
 - c. Ensure waterproofing is turned down into waste outlet and turned up walls in line with the requirements.
 - d. Supply and install or reinstall previously removed surfaces, equipment, fixings and/or fixtures.

4.2 Inadequate falls to waste outlet in the rooftop area

4.2.1 Description

During the inspections, it was observed that a significant number of exposed (i.e. areas not covered with ballast) rooftop areas had ponding water and/or evidence of moisture staining indicating water ponding on the surface of the roofs. This indicates the roof surfaces have insufficient falls to the waste outlets with regards to the requirements of the NCC and relevant Australian Standard.

4.2.2 Photographs



Photograph 3: Water ponding on the roof surface (10 Burroway Rd.)

4.2.3 Cause

The inadequate falls observed are due to the works being undertaken in a manner lacking due care and skill and are not in line with construction requirements and Australian Standards.

The water ponding on the roof top surface is due to inadequate falls in the concrete surfaces towards the waste outlets, which then results in water accumulating / ponding on the roof surfaces.

Water pooling and ponding will decrease service life of the waterproofing system. If waterproofing system fails, it will result in water ingress in the building envelope and cause an inability to inhabit the building for its intended purpose and damage the building.

4.2.4 Breach

This issues with the falls to the floor finishes in external wet areas is a breach of one or more of the following:

AS4654:2012 Waterproofing membranes for external above-ground use

Section 2.5.2 Falls

Falls in finishes shall ensure water drains to the drainage outlet. Water shall not be retained on the finished surface with the exception of residual water remaining due to surface tension.

The fall shall be in the structural substrate, or formed by a screed over the structural substrate.

NOTE: Falls for surface drainage should be no flatter than 1 in 100.

National Construction Code 2014 – Volume One

Part F1 Damp and Weatherproofing

FP1.3

A drainage system for the disposal of surface water resulting from a storm having an average recurrence interval of—

- a) 20 years must—
 - i. convey surface water to an appropriate outfall; and
 - ii. avoid surface water damaging the building; and
- b) 100 years must avoid the entry of surface water into a building.

FP1.4

A roof and external wall (including openings around windows and doors) must prevent the penetration of water that could cause—

- a) unhealthy or dangerous conditions, or loss of amenity for occupants; and
- b) undue dampness or deterioration of building elements

The breaches of the above Standards, Codes and/or guides constitutes a breach of the following sections of the **Home Building Act 1989**.

Part 2C Section 18B:

- a) *a warranty that the work will be done with due care and skill and in accordance with the plans and specifications set out in the contract,*
- c) *a warranty that the work will be done in accordance with and will comply with, this or any other law.*

Guide to Standards and Tolerances 2017

Section 14.7 Ponding of waterproof decks and balconies

Waterproof decks and balconies are defective if water ponds (with the exception of residual water remaining due to surface tension) or does not drain to the outer edge or a stormwater inlet.

Decks and balconies that are required to be waterproofed are defective if they are not provided with adequate drainage and provision for overflow.

4.2.5 Discussion and Analysis

The ponding of water on the rooftop surface is caused by lack of falls to the waste outlets. The requirements for falls in the relevant standards and the NCC ensure that both surface and sub-surface water is directed to an appropriate floor waste, spitter pipe or other suitable drainage point.

The waterproofing will further degrade and allow water ingress into the building envelope. If left unattended will cause ongoing moisture problems including, but not limited to:

- Moisture ingress into the building envelope – Moisture migration through the concrete slab will allow water ingress into the building envelope and hidden areas. This has the potential to cause water staining, mould and slip hazards when the floor becomes wet.

- Spalling / Concrete Cancer – Moisture migration through the concrete slab can lead to corrosion of the reinforcement bars within the concrete. The expanding of the reinforcement bars can cause spalling, dislodging sections of the concrete slab or render.
- Efflorescence to other areas – Efflorescence will occur on the bottom of the soffit, potentially creating aesthetically displeasing stalactites.

The lack of falls in the finished surface is a technical breach of the relevant standards and BCA which reduces the service life of the elements leading to premature loss of amenity for the Owner and also creates an unsafe amenity for occupants.

4.2.6 Recommended rectification

It is recommended to undertake the following works to rectify the issues with inadequate roof falls:

1. Remove any surfaces, equipment, fixings and/or fixtures (e.g. ballast, tiles, paint, coating, AC units, etc), as required.
2. Mechanically grind back waterproofing membrane to bare concrete in its entirety. Note, remove and reinstate any fixings and fixtures within the affected area.
3. Install a levelling compound to ensure adequate falls towards the drainage outlets
 - a. Minimum 1:100 falls towards waste outlets to be installed
4. Ensure surface is clear of any dust or debris.
5. Apply a waterproofing membrane suitable for UV exposed external areas to the affected area as per the BCA and AS4654:
 - e. Minimum 1:100 falls to be installed
 - f. Ensure a bead of neutral cure silicone or sand cement fillet is provided at any change in substrate direction i.e. horizontal to vertical.
 - g. Ensure waterproofing is turned down into waste outlet and turned up walls in line with the requirements.
 - h. Supply and install or reinstate previously removed surfaces, equipment, fixings and/or fixtures.

4.3 Concrete Issues

4.3.1 Description

During the inspections several issues were observed across the concrete structures in the carpark and fire exist stairwells of the property which include:

- Concrete honeycombing
- Cracks to structural concrete elements
- Leftover formwork

4.3.2 Photographs



Photograph 4: Leftover formwork in the concrete slab in the carpark



Photograph 5: Concrete honeycombing on the carpark slab soffit around the column

4.3.3 Cause

During construction stage (i.e. placement / pouring of concrete) the concrete mix has not been vibrated correctly in several locations. This resulted in formation of the air bubbles in the mix and subsequently poor cover over the reinforcement bars in the concrete elements of the carpark and fire exit stairwells. It is also likely that the reinforcement has been placed poorly prior to the pouring of concrete and hence prevented the flow of concrete through the areas crowded with reinforcement bars. Adequate concrete cover is expected to ensure adequate protection of the steel. Leftover formwork and inadequately protected reinforcement generally cause reduction in concrete strength and concrete spalling if left exposed for a prolonged period of time.

This is the result of the works being completed with a lack of due care and skill. A prudent builder would be aware of the requirements to protect steel reinforcement with sufficient cover of sound concrete to prevent potential concrete spalling and reduction in concrete strength.

4.3.4 Breach

The observed defects as described above have been identified to breach the following acts, standards or codes:

AS3600:2009 Concrete Structures

4.10.2 Cover for corrosion protection

General

For corrosion protection, the cover shall be not less than the appropriate value given in Clauses 4.10.3.2 to 4.10.3.7.

TABLE 4.10.3.2
REQUIRED COVER WHERE STANDARD FORMWORK
AND COMPACTION ARE USED

Exposure classification	Required cover, mm				
	Characteristic strength (f'_c)				
	20 MPa	25 MPa	32 MPa	40 MPa	≥ 50 MPa
A1	20	20	20	20	20
A2	(50)	30	25	20	20
B1	—	(60)	40	30	25
B2	—	—	(65)	45	35
C1	—	—	—	(70)	50
C2	—	—	—	—	65

NOTE: Bracketed figures are the appropriate covers when the concession given in Clause 4.3.2, relating to the strength grade permitted for a particular exposure classification, is applied.

Figure 15 - Table 4.10.3.2 from AS3600

As this defect constitutes a breach of the above Australian Standards, Guides and Codes, it therefore constitutes a breach of the Home Building Act 1989

4.10.3.7 Embedded items cover

Embedded items, as defined in Clause 14.2, shall be protected from corrosion or deterioration. The cover to embedded items that are not corrosion resistant shall be as given in Table 4.10.3.2 and Table 4.10.3.3, as applicable.

Metals such as aluminium shall not be embedded in structural concrete unless effectively coated, covered, or treated to prevent chemical action between the metal and the concrete and electrolytic action between the metal and steel.

17.1.7.2 Hardened concrete

Hardened concrete shall be liable to rejection if—

- (a) it does not satisfy the requirements of Clause 17.1.6;
- (b) it is porous, segregated, or honeycombed, or contains surface defects outside the specified limits; or
- (c) it fails to comply with the other requirements of this Standard.

Home Building Act 1989

Part 2C Section 18B:

- (a) a warranty that the work will be done with due care and skill and in accordance with the plans and specifications set out in the contract,
- (b) a warranty that the work will be done in accordance with and will comply with, this or any other law

4.3.5 Discussion and Analysis

The requirements for adequate installation and protection of the steel reinforcement and concrete in the relevant standards and the NCC ensures that the building structure is structurally sound and will achieve the intended serviceable life. Where concrete has been installed poorly, the steel reinforcement within the concrete will not be adequately protected and will begin corroding within the concrete leading to structural damage, reduced building service life and costly repairs. This is of particular concern at the above property due to the amount of honeycombing and other concrete issues observed throughout the carpark and stairwells of the property.

The above concrete deficiencies reduce the service life of the concrete elements, which can create an unsafe amenity for occupants.

4.3.6 Recommended rectification

It is recommended to undertake the following works to rectify any exposed reinforcement, honeycombing concrete and cracking:

1. Remove the defective section of concrete from the concrete structures
 - a. Cut rectangular sections from the concrete back to sound concrete
 - b. Where concrete honeycombing is noted, remove any loose concrete, and patch the section with high strength mortar
 - c. Where cracking is identified, allow to remove any loose concrete and conduct epoxy crack injections / repair mortar repairs within the cracking.
2. Clean any visible reinforcement back to sound bright metal.
 - a. If reinforcement is beyond repair, replace the bar with adequate lapping.
 - b. Protect reinforcement bar with a suitable zinc rich primer.
3. Patch the section with a suitable cementitious patch repair mortar to ensure appropriate cover to the reinforcement bars

4.4 Cracks to load-bearing building members

4.4.1 Description

During the inspection of the property, several cracks were observed to the structural elements of the building. Structural members generally include beams, concrete slabs and columns. Cracks to these members can impact the structural capacity of the building elements.

4.4.2 Photographs



Photograph 6: Crack to the concrete beam in the carpark

4.4.3 Cause

Cracks to load bearing members can be caused by a number of factors which include inadequate design to resist building load, poor construction methods, building movements and shrinkage of the concrete.

4.4.4 Breach

AS3600:2009 Concrete Structures

2.3.3 Cracking

2.3.3.1 General

Cracking in concrete structures shall be controlled so that structural performance, durability and appearance of the structure are not compromised.

2.3.3.2 Control of cracking

The requirements for cracking set out in Clause 2.3.3.1 shall be deemed to be satisfied by designing the structure and members to conform to the following requirements:

- (a) Flexural cracking in concrete beams and slabs under service conditions shall be controlled in accordance with Clauses 8.6, 9.4.1, 9.4.2, 9.4.4 or 9.4.5, as appropriate.
- (b) Cracking caused by shrinkage and temperature in concrete slabs shall be controlled in accordance with Clause 9.4.3.
- (c) Cracking in concrete walls under service conditions shall be controlled in accordance with Clause 11.7.2.
- (d) Cracking in D-regions under service conditions shall be controlled in accordance with Clause 12.7.
- (e) Pre-hardening cracking shall be controlled by appropriate specification and construction measures so that the durability, serviceability and/or the behaviour of the structure or member is not adversely affected.

As this defect constitutes a breach of the above Australian Standards, Guides and Codes, it therefore constitutes a breach of the Home Building Act 1989

Home Building Act 1989

Part 2C Section 18B:

- (a) a warranty that the work will be done with due care and skill and in accordance with the plans and specifications set out in the contract,
- (b) a warranty that the work will be done in accordance with and will comply with, this or any other law

4.4.5 Discussion and Analysis

Generally, minor cracks to the building elements such as internal walls and ceilings can be repaired without much impact to the structural integrity of the building. However, load bearing members of the building generally provide structural support to the building. Therefore, it is crucial to assess any cracks to these members. Cracks to load bearing member can lead to decrease in the building structural capacity and reduce the service life of the building. These cracks can also be just superficial and not impacting the structural integrity of the building, however it requires an assessment from a structural engineer.

4.4.6 Recommended rectification

It is recommended to engage a structural engineer to provide a detailed assessment of the cracking issues to the load bearing members and follow the rectification works advised by the structural engineer

4.5 Defective Planter-boxes

4.5.1 Description

During the inspections, it was noted that there were several defects associated with the planter box waterproofing. It was observed that in planter boxes the waterproofing has not been continued to a height above the fill level and has not been terminated appropriately, with delamination of the membrane from the planter box walls noted in some areas. The current fill height does not allow for sufficient continuation of the membrane above this level in accordance with AS4654.2.

4.5.2 Photographs



Photograph 7: Waterproofing membrane cracking and not up and over the plant box wall in the common courtyard

4.5.3 Cause

The waterproofing to the planter boxes has not been installed in accordance with the relevant standards and codes or with due care and skill. A prudent builder would be aware of the requirements for the installation of waterproofing to a planter box and the impact on the adjacent building elements the omission of a correctly installed membrane would have.

4.5.4 Breach

The observed defects as described above have been identified to breach the following acts, standards or codes:

Building Code of Australia 2014 – Volume One

FO1

The Objective of this Part is to—

- (a) safeguard occupants from illness or injury and protect the building from damage caused by—

- (i) surface water; and
- (ii) external moisture entering a building

AS4654.2-2012 - Waterproofing Membranes for External Above-Ground Use

2.13 Planter Boxes

The membrane shall be sealed to the drainage outlet. It shall extend vertically to a height of 100 mm above the soil or fill level.

Falls in the base of the planter shall be in accordance with Clause 2.5.2.

NOTES:

1. The planter box should be provided with a suitable overflow.
2. Protection boards should be provided to minimize root damage to the waterproofing membrane. The suitability of the plants to be installed should be considered, as certain rooting systems are aggressive and may penetrate the membrane.
3. Mulch should be considered when determining the soil fill level.
4. Externally exposed walls of planter boxes should be waterproofed to prevent failure of the internal planter box membrane.
5. A typical example of waterproofing inside a planter box is shown in Figure 2.17.

As this defect constitutes a breach of the above Australian Standards, Guides and Codes, it therefore constitutes a breach of the Home Building Act 1989

Home Building Act 1989

Part 2C Section 18B:

- (a) a warranty that the work will be done with due care and skill and in accordance with the plans and specifications set out in the contract,
- (b) a warranty that the work will be done in accordance with and will comply with, this or any other law

4.5.5 Discussion and Analysis

As planter boxes are designed to be regularly wetted it is of particular importance that waterproofing is conducted in accordance with the relevant codes and standards as outlined above. The lack of visible waterproofing membrane to the planter and the lack of clear out pipes can lead to a number of moisture related issues including but not limited to;

- Water ingress – without an appropriately installed membrane, water will be able to pass through the planter walls or slab to the areas adjacent or below and hence can cause water damage to the building elements adjacent or below.
- Concrete spalling – If failure of the waterproofing membrane occurs, pooling water within the planter box will be allowed to saturate the slab. This can result in water penetrating through the surrounding concrete slabs and walls, exposing the steel reinforcement to environmental conditions. This will allow for the steel to corrode, causing it to expand and cause damage and displacement to the surrounding concrete.

4.5.6 Recommended rectification



It is recommended that the following works are undertaken to rectify the observed issue:



1. Partially remove soil from planter boxes
2. Prepare the top section of planter walls as per manufacturers recommendations.
3. Extend protection boards, drainage mats, cells, etc as per AS4654.2 to the top sections of walls.
4. Apply new waterproofing to top sections of planter box walls in accordance with AS4654.2.
 - a. The waterproofing works may result in patch appearance of the affected areas at interfaces between repaired and non-repaired sections.
5. Reinstall soil ensuring 'protection' is not displaced.



5 Table of Building Defects




5.1 Table of Building Defects – Common Areas




Table of Building Defects – Common Areas




Item	Area	Location	Description of Defects	Recommended Remedial Works (Inclusive of making good to adjacent surfaces)	Photograph if Necessary or Applicable
1.	1 Park Street North	Common lobby – level 7	Waste outlet penetration in into a fire rated building element within the gas meter service cupboard.	It is recommended that the following rectification works are undertaken: 1) Contractor to engage a fire engineer to inspect suitability of penetration detailing	
2.	1 Park Street North	Common lobby – level 6	Waste outlet penetration in into a fire rated building element within the gas meter service cupboard.	It is recommended that the following rectification works are undertaken: 1) Contractor to engage a fire engineer to inspect suitability of penetration detailing	




Item	Area	Location	Description of Defects	Recommended Remedial Works (Inclusive of making good to adjacent surfaces)	Photograph if Necessary or Applicable
3.	1 Park Street North	Common lobby – level 5	Penetration into fire rated building elements within gas meter service cupboard.	It is recommended that the following rectification works are undertaken: 1) Contractor to engage a fire engineer to inspect suitability of penetration detailing	
4.	1 Park Street North	Common lobby – level 4	Visible bubbling to paint at the eastern end of the common lobby.	It is recommended that the following rectification works are undertaken: 1) Further investigation required to determine source of water ingress 2) Repair walls and re-coat the walls from architectural break to architectural break after rectification of water ingress issues	



Item	Area	Location	Description of Defects	Recommended Remedial Works (Inclusive of making good to adjacent surfaces)	Photograph if Necessary or Applicable
5.	1 Park Street North	Common lobby – level 4	Large gap observed above the door frame within the waste room. Door set has been inadequately installed.	<p>It is recommended that the following rectification works are undertaken:</p> <p>1) Contractor to engage a fire engineer to inspect suitability of penetration detailing</p> <p>2) Expected recommendation: Contractor to rectify door set in accordance with AS1905.1-2005</p>	
6.	1 Park Street North	Common lobby – level 2	Waste outlet penetration in into a fire rated building element within the gas meter service cupboard.	<p>It is recommended that the following rectification works are undertaken:</p> <p>1) Contractor to engage a fire engineer to inspect suitability of penetration detailing</p>	




Item	Area	Location	Description of Defects	Recommended Remedial Works (Inclusive of making good to adjacent surfaces)	Photograph if Necessary or Applicable
					
7.	10 Burroway Rd Rooftop	Common lobby – level 16	Waste outlet penetration in into a fire rated building element within the gas meter service cupboard.	It is recommended that the following rectification works are undertaken: 1) Contractor to engage a fire engineer to inspect suitability of penetration detailing	 




Item	Area	Location	Description of Defects	Recommended Remedial Works (Inclusive of making good to adjacent surfaces)	Photograph if Necessary or Applicable
8.	10 Burroway Rd Rooftop	Common lobby – level 16	Penetration through fire rated building element.	It is recommended that the following rectification works are undertaken: 1) Contractor to engage a fire engineer to inspect suitability of penetration detailing	
9.	10 Burroway Rd	Common lobby – level 15	Penetration through slab soffit within the fire stairs adjacent to fire door.	It is recommended that the following rectification works are undertaken: 1) Contractor to engage a fire engineer to inspect suitability of penetration detailing	
10.	10 Burroway Rd	Common lobby – level 15	Honey combing observed to the concrete within the electrical service cupboard.	See section 4.3.6	

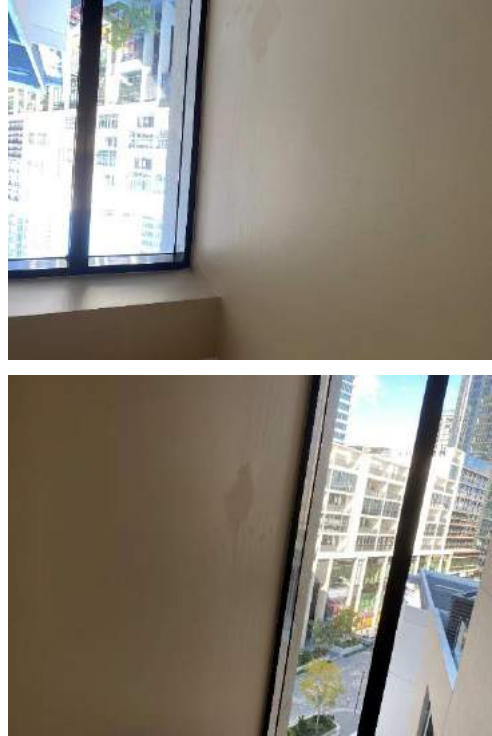

Item	Area	Location	Description of Defects	Recommended Remedial Works (Inclusive of making good to adjacent surfaces)	Photograph if Necessary or Applicable
					
11.	10 Burroway Rd	Common lobby – level 15	Waste outlet penetration in into a fire rated building element within the gas meter service cupboard.	It is recommended that the following rectification works are undertaken: 1) Contractor to engage a fire engineer to inspect suitability of penetration detailing	
12.	10 Burroway Rd	Common lobby – level 15	Poorly detailed penetrations through slab soffit within the fire stairs adjacent to the entry door.	It is recommended that the following rectification works are undertaken: 1) Contractor to engage a fire engineer to inspect suitability of penetration detailing	



Item	Area	Location	Description of Defects	Recommended Remedial Works (Inclusive of making good to adjacent surfaces)	Photograph if Necessary or Applicable
13.	10 Burroway Rd	Common lobby – level 14	Sprinkler head does not sit flush within the plasterboard ceiling and is missing an escutcheon plate.	<p>It is recommended that the following rectification works are undertaken:</p> <p>1) Contractor to engage a fire engineer to inspect the sprinkler</p> <p>2) Likely rectification: Contractor to rectify sprinkler head ensure rectification works are in accordance with AS2118-2012</p>	 
14.	10 Burroway Rd	Common lobby – level 14	Penetration through slab soffit within the fire stairs adjacent to fire door.	<p>It is recommended that the following rectification works are undertaken:</p> <p>1) Contractor to engage a fire engineer to inspect suitability of penetration detailing</p>	



Item	Area	Location	Description of Defects	Recommended Remedial Works (Inclusive of making good to adjacent surfaces)	Photograph if Necessary or Applicable
15.	10 Burroway Rd	Common lobby – level 14	Concrete appears to be cracking and shows signs of spalling within the fire stairs adjacent to fire door.	See section 4.3.6	
16.	10 Burroway Rd	Common lobby – level 11	Penetration through slab soffit within the fire stairs adjacent to fire door.	<p>It is recommended that the following rectification works are undertaken:</p> <p>1) Contractor to engage a fire engineer to inspect suitability of penetration detailing</p>	




Item	Area	Location	Description of Defects	Recommended Remedial Works (Inclusive of making good to adjacent surfaces)	Photograph if Necessary or Applicable
17.	10 Burroway Rd	Common lobby – level 11	Waste outlet penetration in into a fire rated building element within the cold and hot water meter service cupboard.	It is recommended that the following rectification works are undertaken: 1) Contractor to engage a fire engineer to inspect suitability of penetration detailing	
18.	10 Burroway Rd	Common lobby – level 11	Visible water staining to the ceiling within the common walkway adjacent to the exit sign.	It is recommended that the following rectification works are undertaken: 1) Further investigation required to determine source of water ingress 2) Contractor to make good of affected ceiling area after rectification of water ingress issues	
19.	10 Burroway Rd	Common lobby – level 11	Waste outlet penetration in into a fire rated building element within the hot and cold water meter service cupboard.	It is recommended that the following rectification works are undertaken: 1) Contractor to engage a fire engineer to inspect suitability of penetration detailing	



Item	Area	Location	Description of Defects	Recommended Remedial Works (Inclusive of making good to adjacent surfaces)	Photograph if Necessary or Applicable
20.	10 Burroway Rd	Common Lobby – level 9	Penetration through fire rated building elements within the fire stairs adjacent to fire door.	It is recommended that the following rectification works are undertaken: 1) Contractor to engage a fire engineer to inspect suitability of penetration detailing	
21.	10 Burroway Rd	Common Lobby – level 9	Waste outlet penetration in into a fire rated building element within the hot and cold water meter service cupboard.	It is recommended that the following rectification works are undertaken: 1) Contractor to engage a fire engineer to inspect suitability of penetration detailing	
22.	10 Burroway Rd	Common Lobby – level 9	Visible staining and bubbling of the paint to the wall.	It is recommended that the following rectification works are undertaken: 1) Further investigation required to determine source of water ingress 2) Re-coat the walls from architectural break to architectural break after rectification of water ingress issues	




Item	Area	Location	Description of Defects	Recommended Remedial Works (Inclusive of making good to adjacent surfaces)	Photograph if Necessary or Applicable
23.	10 Burroway Rd	Common Lobby – level 9	Visible staining and bubbling of the paint to the wall.	<p>It is recommended that the following rectification works are undertaken:</p> <ol style="list-style-type: none"> 1) Further investigation required to determine source of water ingress 2) Re-coat the walls from architectural break to architectural break after rectification of water ingress issues 	
24.	10 Burroway Rd	Common Lobby – level 8	Waste outlet penetration in into a fire rated building element within the hot and cold water meter service cupboard.	<p>It is recommended that the following rectification works are undertaken:</p> <ol style="list-style-type: none"> 1) Contractor to engage a fire engineer to inspect suitability of penetration detailing 	




Item	Area	Location	Description of Defects	Recommended Remedial Works (Inclusive of making good to adjacent surfaces)	Photograph if Necessary or Applicable
25.	10 Burroway Rd	Common Lobby – level 8	Penetrations through fire rated building elements within the fire stairs adjacent to fire door.	It is recommended that the following rectification works are undertaken: 1) Contractor to engage a fire engineer to inspect suitability of penetration detailing	
26.	10 Burroway Rd	Common Lobby – level 7	Penetrations through fire rated building elements within the fire stairs adjacent to fire door.	It is recommended that the following rectification works are undertaken: 1) Contractor to engage a fire engineer to inspect suitability of penetration detailing	




Item	Area	Location	Description of Defects	Recommended Remedial Works (Inclusive of making good to adjacent surfaces)	Photograph if Necessary or Applicable
27.	10 Burroway Rd	Common Lobby – level 7	Penetration through fire rated building elements within the NBN service cupboard.	It is recommended that the following rectification works are undertaken: 1) Contractor to engage a fire engineer to inspect suitability of penetration detailing	
28.	10 Burroway Rd	Common Lobby – level 7	Waste outlet penetration in into a fire rated building element within the hot and cold water meter service cupboard.	It is recommended that the following rectification works are undertaken: 1) Contractor to engage a fire engineer to inspect suitability of penetration detailing	




Item	Area	Location	Description of Defects	Recommended Remedial Works (Inclusive of making good to adjacent surfaces)	Photograph if Necessary or Applicable
29.	10 Burroway Rd	Common Lobby – level 7	Penetration through fire rated building elements within the fire stairs adjacent to fire door.	It is recommended that the following rectification works are undertaken: 1) Contractor to engage a fire engineer to inspect suitability of penetration detailing	
30.	10 Burroway Rd	Common Lobby – level 6	Penetration through fire rated building elements within the fire stairs adjacent to fire door.	It is recommended that the following rectification works are undertaken: 1) Contractor to engage a fire engineer to inspect suitability of penetration detailing	
31.	10 Burroway Rd	Common Lobby – level 6	Waste outlet penetration in into a fire rated building element within the hot and cold water meter service cupboard.	It is recommended that the following rectification works are undertaken: 1) Contractor to engage a fire engineer to inspect suitability of penetration detailing	



Item	Area	Location	Description of Defects	Recommended Remedial Works (Inclusive of making good to adjacent surfaces)	Photograph if Necessary or Applicable
32.	10 Burroway Rd	Common Lobby – level 6	Penetration through fire rated building elements within the fire stairs adjacent to fire door.	It is recommended that the following rectification works are undertaken: 1) Contractor to engage a fire engineer to inspect suitability of penetration detailing	
33.	10 Burroway Rd	Common Lobby – level 5	Visible signs of water leak from the ceiling into the level 6 common lobby.	It is recommended that the following rectification works are undertaken: 1) Further investigation required to determine source of water ingress 2) Repair and re-coat the walls from architectural break to architectural break after rectification of water ingress issues	




Item	Area	Location	Description of Defects	Recommended Remedial Works (Inclusive of making good to adjacent surfaces)	Photograph if Necessary or Applicable
34.	10 Burroway Rd	Common Lobby – level 5	Water ingress within NBN service cupboard.	It is recommended that the following rectification works are undertaken: 1) Contractor to engage a fire engineer to assist in a safe method of rectification	
35.	10 Burroway Rd	Common Lobby – level 5	Penetration through fire rated building elements within the fire stairs adjacent to fire door.	It is recommended that the following rectification works are undertaken: 1) Contractor to engage a fire engineer to inspect suitability of penetration detailing	
36.	10 Burroway Rd	Common Lobby – level 4	Penetration through fire rated building elements within the fire stairs adjacent to fire door.	It is recommended that the following rectification works are undertaken: 1) Contractor to engage a fire engineer to inspect suitability of penetration detailing	




Item	Area	Location	Description of Defects	Recommended Remedial Works (Inclusive of making good to adjacent surfaces)	Photograph if Necessary or Applicable
37.	10 Burroway Rd	Common Lobby – level 4	Penetration through fire rated building elements within the fire stairs adjacent to fire door.	It is recommended that the following rectification works are undertaken: 1) Contractor to engage a fire engineer to inspect suitability of penetration detailing	
38.	10 Burroway Rd	Common Lobby – level 4	Waste outlet penetration in into a fire rated building element within the hot and cold water meter service cupboard.	It is recommended that the following rectification works are undertaken: 1) Contractor to engage a fire engineer to inspect suitability of penetration detailing	
39.	10 Burroway Rd	Common Lobby – level 4	Penetration through fire rated building elements within the fire stairs adjacent to fire door.	It is recommended that the following rectification works are undertaken: 1) Contractor to engage a fire engineer to inspect suitability of penetration detailing	




Item	Area	Location	Description of Defects	Recommended Remedial Works (Inclusive of making good to adjacent surfaces)	Photograph if Necessary or Applicable
40.	10 Burroway Rd	Common Lobby – level 3	Penetration through fire rated building elements within the fire stairs adjacent to fire door.	It is recommended that the following rectification works are undertaken: 1) Contractor to engage a fire engineer to inspect suitability of penetration detailing	
41.	10 Burroway Rd	Common Lobby – level 3	Penetration through fire rated building elements within the fire stairs adjacent to fire door.	It is recommended that the following rectification works are undertaken: 1) Contractor to engage a fire engineer to inspect suitability of penetration detailing	
42.	10 Burroway Rd	Common Lobby – level 3	Visible signs of honey combing to concrete wall within fire stairs.	See section 4.3.6	




Item	Area	Location	Description of Defects	Recommended Remedial Works (Inclusive of making good to adjacent surfaces)	Photograph if Necessary or Applicable
					
43.	10 Burroway Rd	Common Lobby – level 2	Penetration through fire rated building element within CPD cupboard appears to be poorly detailed.	It is recommended that the following rectification works are undertaken: 1) Contractor to engage a fire engineer to inspect suitability of penetration detailing	 




Item	Area	Location	Description of Defects	Recommended Remedial Works (Inclusive of making good to adjacent surfaces)	Photograph if Necessary or Applicable
44.	10 Burroway Rd	Common Lobby – level 2	Waste outlet penetration in into a fire rated building element within the hot and cold water meter service cupboard.	It is recommended that the following rectification works are undertaken: 1) Contractor to engage a fire engineer to inspect suitability of penetration detailing	
45.	10 Burroway Rd	Common Lobby – level 2	Penetration through fire rated building elements within the fire stairs adjacent to fire door.	It is recommended that the following rectification works are undertaken: 1) Contractor to engage a fire engineer to inspect suitability of penetration detailing	




Item	Area	Location	Description of Defects	Recommended Remedial Works (Inclusive of making good to adjacent surfaces)	Photograph if Necessary or Applicable
46.	10 Burroway Rd	Common Lobby – level 1	Poorly detailed penetrations through fire rated building elements observed to CPD electrical service cupboard.	It is recommended that the following rectification works are undertaken: 1) Contractor to engage a fire engineer to inspect suitability of penetration detailing	
47.	55 Hill Road	Common lobby – level 8	Waste outlet penetration in into a fire rated building element within the hot and cold water meter service cupboard.	It is recommended that the following rectification works are undertaken: 1) Contractor to engage a fire engineer to inspect suitability of penetration detailing	
48.	55 Hill Road	Common lobby – level 8	Visible staining and blistering of paintwork to ceiling above fire extinguisher cupboard; directly below rooftop area.	It is recommended that the following rectification works are undertaken: 1) Further investigation required to determine source of water ingress 2) Re-coat the walls from architectural break to architectural break after rectification of water ingress issues e section 4.1.6	




Item	Area	Location	Description of Defects	Recommended Remedial Works (Inclusive of making good to adjacent surfaces)	Photograph if Necessary or Applicable
					
49.	55 Hill Road	Common lobby – level 8	Poor finish of concrete within fire stair shaft.	See section 4.3.6	
50.	55 Hill Road	Common lobby – level 7	Waste outlet penetration in into a fire rated building element within the hot and cold water meter service cupboard.	It is recommended that the following rectification works are undertaken: 1) Contractor to engage a fire engineer to inspect suitability of penetration detailing	




Item	Area	Location	Description of Defects	Recommended Remedial Works (Inclusive of making good to adjacent surfaces)	Photograph if Necessary or Applicable
51.	55 Hill Road	Common lobby – level 6	Waste outlet penetration in into a fire rated building element within the hot and cold water meter service cupboard.	It is recommended that the following rectification works are undertaken: 1) Contractor to engage a fire engineer to inspect suitability of penetration detailing	
52.	55 Hill Road	Common lobby – level 5	Waste outlet penetration in into a fire rated building element within the hot and cold water meter service cupboard.	It is recommended that the following rectification works are undertaken: 1) Contractor to engage a fire engineer to inspect suitability of penetration detailing	
53.	55 Hill Road	Common lobby – level 3	Waste outlet penetration in into a fire rated building element within the hot and cold water meter service cupboard.	It is recommended that the following rectification works are undertaken: 1) Contractor to engage a fire engineer to inspect suitability of penetration detailing	

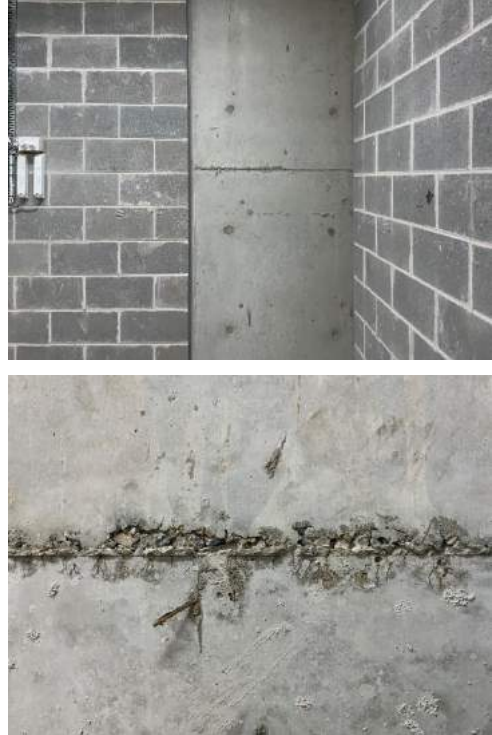

Item	Area	Location	Description of Defects	Recommended Remedial Works (Inclusive of making good to adjacent surfaces)	Photograph if Necessary or Applicable
54.	55 Hill Road	Common lobby – level 2	Waste outlet penetration in into a fire rated building element within the hot and cold water meter service cupboard.	It is recommended that the following rectification works are undertaken: 1) Contractor to engage a fire engineer to inspect suitability of penetration detailing	
55.	55 Hill Road	Common lobby – level 1	Masonry block has been removed / or not installed.	It is recommended that the following rectification works are undertaken: 1) Contractor to rectify ensuring that stair shaft is fire rated in accordance with current BCA requirements	
56.	55 Hill Road	Common lobby – level 1	Waste outlet penetration in into a fire rated building element within the hot and cold water meter service cupboard.	It is recommended that the following rectification works are undertaken: 1) Contractor to engage a fire engineer to inspect suitability of penetration detailing	




Item	Area	Location	Description of Defects	Recommended Remedial Works (Inclusive of making good to adjacent surfaces)	Photograph if Necessary or Applicable
					
57.	57 Hill Road	Common lobby – level 8	Diagonal cracks to load bearing concrete wall within fire stair shaft.	See section 4.4.6	
58.	57 Hill Road	Common lobby – level 6	Waste outlet penetration in into a fire rated building element within the hot and cold water meter service cupboard.	It is recommended that the following rectification works are undertaken: 1) Contractor to engage a fire engineer to inspect suitability of penetration detailing	




Item	Area	Location	Description of Defects	Recommended Remedial Works (Inclusive of making good to adjacent surfaces)	Photograph if Necessary or Applicable
59.	57 Hill Road	Common lobby – level 5	Waste outlet penetration in into a fire rated building element within the hot and cold water meter service cupboard.	It is recommended that the following rectification works are undertaken: 1) Contractor to engage a fire engineer to inspect suitability of penetration detailing	
60.	57 Hill Road	Common lobby – level 5	Gap to wall junction observed in gas meter service cupboard.	It is recommended that the following rectification works are undertaken: 1) Contractor to engage a fire engineer to investigate fire rating of the wall	
61.	57 Hill Road	Common lobby – level 4	Visible honey combing to wall within fire stair shaft.	See section 4.3.6	




Item	Area	Location	Description of Defects	Recommended Remedial Works (Inclusive of making good to adjacent surfaces)	Photograph if Necessary or Applicable
					
62.	57 Hill Road	Common lobby – level 4	Waste outlet penetration in into a fire rated building element within the hot and cold water meter service cupboard.	It is recommended that the following rectification works are undertaken: 1) Contractor to engage a fire engineer to inspect suitability of penetration detailing	
63.	57 Hill Road	Common lobby – level 3	Waste outlet penetration in into a fire rated building element within the hot and cold water meter service cupboard.	It is recommended that the following rectification works are undertaken: 1) Contractor to engage a fire engineer to inspect suitability of penetration detailing	




Item	Area	Location	Description of Defects	Recommended Remedial Works (Inclusive of making good to adjacent surfaces)	Photograph if Necessary or Applicable
64.	57 Hill Road	Common lobby – level 2	Visible honey combing to slab soffit within fire stair shaft.	See section 4.3.6	
65.	57 Hill Road	Common lobby – level 2	Waste outlet penetration in into a fire rated building element within the hot and cold water meter service cupboard.	It is recommended that the following rectification works are undertaken: 1) Contractor to engage a fire engineer to inspect suitability of penetration detailing	 




Item	Area	Location	Description of Defects	Recommended Remedial Works (Inclusive of making good to adjacent surfaces)	Photograph if Necessary or Applicable
66.	57 Hill Road	Main Switch Room	Visible honey combing to the concrete column.	See section 4.3.6	
67.	57 Hill Road	Main Switch Room	Embedment's observed to the concrete wall.	See section 4.3.6	



Item	Area	Location	Description of Defects	Recommended Remedial Works (Inclusive of making good to adjacent surfaces)	Photograph if Necessary or Applicable
					
68.	10 Burroway Rd	Rooftop	Waterproofing membrane to the plinth, at the base of the louvres, is deteriorated, damaged and not fit for purpose.	See section 4.1.6	 




Item	Area	Location	Description of Defects	Recommended Remedial Works (Inclusive of making good to adjacent surfaces)	Photograph if Necessary or Applicable
					
69.	10 Burroway Rd	Rooftop	Waterproofing membrane to the plinth, at the base of the louvres, is discoloured, patchy, cracked, damaged and deteriorated.	See section 4.1.6	
70.	10 Burroway Rd	Rooftop	Waterproofing membrane to the plinth, at the base of the louvres, is discoloured, patchy, cracked, damaged and deteriorated.	See section 4.1.6	




Item	Area	Location	Description of Defects	Recommended Remedial Works (Inclusive of making good to adjacent surfaces)	Photograph if Necessary or Applicable
71.	10 Burroway Rd	Rooftop	Waterproofing membrane to the exposed concrete roof section is discoloured, patchy, cracked, damaged and deteriorated.	See section 4.1.6	
72.	10 Burroway Rd	Rooftop	Waterproofing membrane to the exposed concrete roof section is discoloured, patchy, cracked, damaged and deteriorated.	See section 4.1.6	
73.	10 Burroway Rd	Rooftop	Waterproofing membrane to the plinth, at the base of the louvres, is discoloured, patchy, cracked, damaged and deteriorated.	See section 4.1.6	




Item	Area	Location	Description of Defects	Recommended Remedial Works (Inclusive of making good to adjacent surfaces)	Photograph if Necessary or Applicable
74.	10 Burroway Rd	Rooftop	Waterproofing membrane to the exposed concrete roof sections is deteriorated, damaged and not fit for purpose.	See section 4.1.6	 
75.	10 Burroway Rd	Rooftop	Waterproofing membrane to the plinth at the base of the mechanical ventilation ducts is deteriorated, damaged and not fit for purpose.	See section 4.1.6	




Item	Area	Location	Description of Defects	Recommended Remedial Works (Inclusive of making good to adjacent surfaces)	Photograph if Necessary or Applicable
					
76.	10 Burroway Rd	Rooftop	Water pooling to the concrete slab surface as a result of inadequate falls towards the waste outlet adjacent to the AC units.	See section 4.2.6	 




Item	Area	Location	Description of Defects	Recommended Remedial Works (Inclusive of making good to adjacent surfaces)	Photograph if Necessary or Applicable
77.	10 Burroway Rd	Rooftop	Severe water pooling to the concrete slab surface as a result of inadequate falls towards the waste outlet adjacent to the AC units.	See section 4.2.6	
78.	10 Burroway Rd	Rooftop	Discolouration and damage to the waterproofing membrane of the concrete plinths at the base of the louvers.	See section 4.1.6	




Item	Area	Location	Description of Defects	Recommended Remedial Works (Inclusive of making good to adjacent surfaces)	Photograph if Necessary or Applicable
79.	10 Burroway Rd	Rooftop	Waterproofing membrane to the plinths/exposed concrete slab surfaces is deteriorated, damaged and not fit for purpose.	See section 4.1.6	
80.	10 Burroway Rd	Rooftop	Severe water pooling to the slab surface as a result of inadequate falls towards the waste outlet, beneath the ventilation duct.	See section 4.2.6	
81.	10 Burroway Rd	Rooftop	Waterproofing membrane to the concrete plinths is damaged, discoloured and not fit for purpose.	See section 4.1.6	




Item	Area	Location	Description of Defects	Recommended Remedial Works (Inclusive of making good to adjacent surfaces)	Photograph if Necessary or Applicable
82.	10 Burroway Rd	Rooftop	Waterproofing membrane at the top of the parapet walls is deteriorated, damaged and not fit for purpose.	See section 4.1.6	
83.	10 Burroway Rd	Rooftop	Waterproofing membrane to the exposed concrete slab surface is deteriorating and not fit for purpose.	See section 4.1.6	
84.	10 Burroway Rd	Rooftop	Waterproofing membrane to the plinth/exposed concrete slab surface is peeling, flaking, deteriorated and not fit for purpose.	See section 4.1.6	




Item	Area	Location	Description of Defects	Recommended Remedial Works (Inclusive of making good to adjacent surfaces)	Photograph if Necessary or Applicable
85.	10 Burroway Rd	Rooftop	Severe water pooling to the slab surface as a result of inadequate falls towards the waste outlet.	See section 4.2.6	
86.	10 Burroway Rd	Rooftop	Waterproofing membrane to the exposed concrete slab surface is observed to be peeling, flaking, rapidly deteriorated and not fit for purpose.	See section 4.1.6	
87.	10 Burroway Rd	Rooftop	Waterproofing membrane to the exposed concrete slab surface is observed to be peeling, flaking, rapidly deteriorated and not fit for purpose.	See section 4.1.6	




Item	Area	Location	Description of Defects	Recommended Remedial Works (Inclusive of making good to adjacent surfaces)	Photograph if Necessary or Applicable
88.	10 Burroway Rd	Fire stair shaft	Honey combing observed to the concrete wall within the stair shaft.	See section 4.3.6	
89.	10 Burroway Rd	Fire stair shaft	Efflorescence and dampness in the wall due to leaks from the planter box above.	See section 4.5.6	 




Item	Area	Location	Description of Defects	Recommended Remedial Works (Inclusive of making good to adjacent surfaces)	Photograph if Necessary or Applicable
90.	55 Hill Road	Fire stair shaft	Concrete slab soffit is in poor condition and evidence of water ingress from rooftop above.	See section 4.1.6 See section 4.3.6	
91.	55 Hill Road	Rooftop	Waterproofing membrane to the exposed concrete slab surface installed to door threshold is in poor condition, deteriorated and not fit for purpose.	See section 4.1.6	
92.	55 Hill Road	Rooftop	Waterproofing membrane to the plinth surrounding the base plate is in poor condition, deteriorated and not fit for purpose.	See section 4.1.6	




Item	Area	Location	Description of Defects	Recommended Remedial Works (Inclusive of making good to adjacent surfaces)	Photograph if Necessary or Applicable
93.	55 Hill Road	Rooftop	General overview of rooftop with waterproofing membrane to exposed concrete slab surfaces and plinths in poor condition throughout.	See section 4.1.6	 
94.	55 Hill Road	Rooftop	Waterproofing membrane to the concrete plinth, beneath AC unit, is in poor condition, deteriorated and not fit for purpose.	See section 4.1.6	




Item	Area	Location	Description of Defects	Recommended Remedial Works (Inclusive of making good to adjacent surfaces)	Photograph if Necessary or Applicable
95.	55 Hill Road	Rooftop	Waterproofing membrane to the concrete plinth, adjacent to baseplate, is in poor condition, deteriorated and not fit for purpose.	See section 4.1.6	
96.	55 Hill Road	Rooftop	Waterproofing membrane to the exposed concrete slab surface is in poor condition, cracked/damaged, deteriorated and not fit for purpose.	See section 4.1.6	
97.	55 Hill Road	Rooftop	Waterproofing membrane to the plinth/exposed concrete slab surface is in poor condition, deteriorating and not fit for purpose.	See section 4.1.6	




Item	Area	Location	Description of Defects	Recommended Remedial Works (Inclusive of making good to adjacent surfaces)	Photograph if Necessary or Applicable
98.	55 Hill Road	Rooftop	Waterproofing membrane to the plinth / exposed concrete surface at door threshold is in poor condition, deteriorated and not fit for purpose.	See section 4.1.6	
99.	55 Hill Road	Rooftop	Waterproofing membrane to the concrete plinth is in poor condition, deteriorate and not fit for purpose.	See section 4.1.6	
100.	57 Hill Road	Rooftop	Waterproofing membrane to the exposed concrete slab surface is discoloured and in poor condition at the door threshold and landing.	See section 4.1.6	




Item	Area	Location	Description of Defects	Recommended Remedial Works (Inclusive of making good to adjacent surfaces)	Photograph if Necessary or Applicable
101.	57 Hill Road	Rooftop	Waterproofing membrane to the concrete plinth is in poor condition, deteriorated and not fit for purpose.	See section 4.1.6	
102.	57 Hill Road	Rooftop	Waterproofing membrane to the concrete plinth is in poor condition, deteriorated and not fit for purpose.	See section 4.1.6	
103.	57 Hill Road	Rooftop	Waterproofing membrane to the concrete plinth is in poor condition, deteriorated and not fit for purpose. Also evidence of water pooling is observed.	See section 4.1.6 See section 4.2.6	




Item	Area	Location	Description of Defects	Recommended Remedial Works (Inclusive of making good to adjacent surfaces)	Photograph if Necessary or Applicable
					 
104.	57 Hill Road	Rooftop	Waterproofing membrane to the concrete plinth is patchy, discoloured and deteriorated in several areas of the slab.	See section 4.1.6	




Item	Area	Location	Description of Defects	Recommended Remedial Works (Inclusive of making good to adjacent surfaces)	Photograph if Necessary or Applicable
					
105.	Park Street North	Level 6 – Fire stair shaft	Severe honey combing to concrete wall within stair shaft.	See section 4.3.6	 


Item	Area	Location	Description of Defects	Recommended Remedial Works (Inclusive of making good to adjacent surfaces)	Photograph if Necessary or Applicable
106.	Park Street North -	Rooftop	Waterproofing membrane to the exposed concrete surface at the door threshold / landing is deteriorated, damaged and not fit for purpose.	See section 4.1.6	
107.	Park Street North	Rooftop	Waterproofing membrane to the concrete plinth is discoloured, deteriorated and not fit for purpose. Severe water ponding on the roof surface is observed.	See section 4.1.6 See section 4.2.6	 


Item	Area	Location	Description of Defects	Recommended Remedial Works (Inclusive of making good to adjacent surfaces)	Photograph if Necessary or Applicable
					
108.	Park Street North	Rooftop	Water pooling observed on the roof surface.	See section 4.2.6	
109.	Park Street North	Rooftop	Waterproofing membrane to the concrete plinth is discoloured, deteriorated and not fit for purpose.	See section 4.1.6	

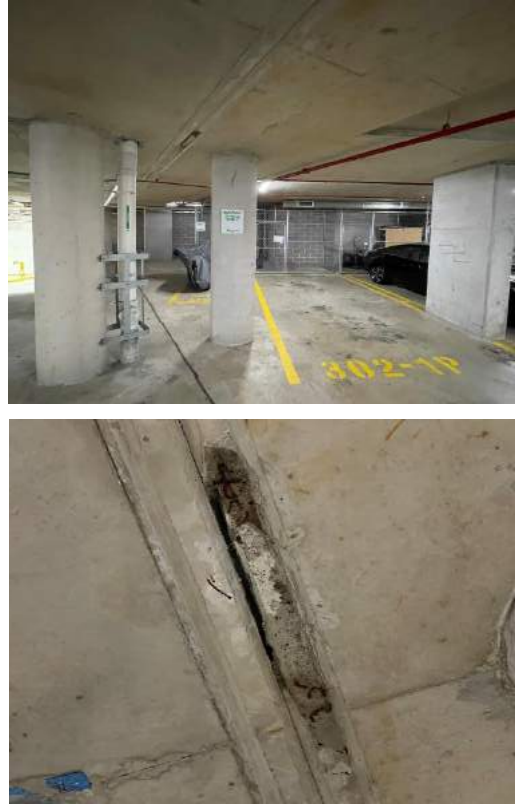
Item	Area	Location	Description of Defects	Recommended Remedial Works (Inclusive of making good to adjacent surfaces)	Photograph if Necessary or Applicable
110.	Park Street North	Rooftop	Waterproofing membrane to the concrete plinth is discoloured, deteriorated and not fit for purpose.	See section 4.1.6	
111.	Park Street North	Rooftop	Deterioration and inadequate application of liquid applied waterproofing membrane observed to the concrete plinth.	See section 4.1.6	
112.	Park Street North	Rooftop	Waterproofing membrane to the plinth is damaged and not fit for purpose.	See section 4.1.6	

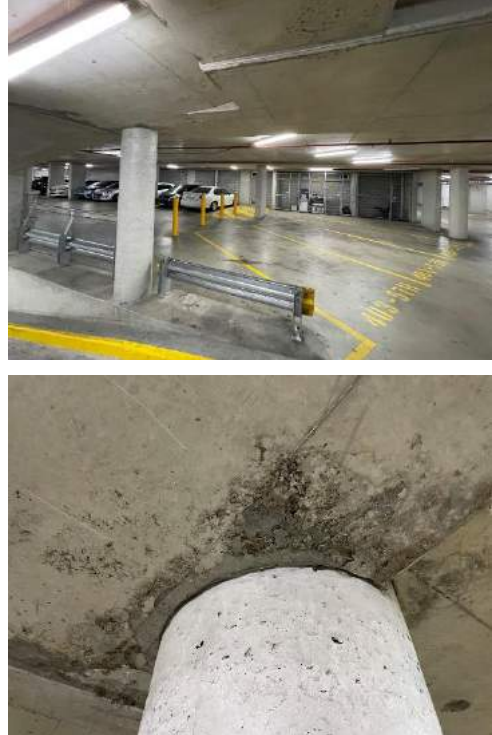

Item	Area	Location	Description of Defects	Recommended Remedial Works (Inclusive of making good to adjacent surfaces)	Photograph if Necessary or Applicable
					
113.	Ground Floor	Adjacent to fire pump room	Vertical crack to the wall above fire door set.	See section 4.4.6	
114.	Level 1 – Level 6	Carpark	Leftover formwork embedded in the concrete slab soffit within the carpark above visitor parking spaces.	See section 4.3.6	



Item	Area	Location	Description of Defects	Recommended Remedial Works (Inclusive of making good to adjacent surfaces)	Photograph if Necessary or Applicable
					
115.	Level 1 – Level 6	Carpark	Honeycombing in the concrete beam above visitor parking.	See section 4.3.6	 




Item	Area	Location	Description of Defects	Recommended Remedial Works (Inclusive of making good to adjacent surfaces)	Photograph if Necessary or Applicable
116.	Level 1 – Level 6	Carpark	Vertical crack in the concrete beam over 1mm wide adjacent to visitor parking / driveway.	See section 4.4.6	




Item	Area	Location	Description of Defects	Recommended Remedial Works (Inclusive of making good to adjacent surfaces)	Photograph if Necessary or Applicable
117.	Level 1 – Level 6	Carpark	Vertical crack in the concrete element over 1mm wide above the level 1 ramp.	See section 4.4.6	




Item	Area	Location	Description of Defects	Recommended Remedial Works (Inclusive of making good to adjacent surfaces)	Photograph if Necessary or Applicable
118.	Level 1 – Level 6	Carpark	Concrete spalling and corroded nails observed to slab soffit above parking lot 302-1P.	See section 4.3.6	




Item	Area	Location	Description of Defects	Recommended Remedial Works (Inclusive of making good to adjacent surfaces)	Photograph if Necessary or Applicable
119.	Level 1 – Level 6	Carpark	Honey combing to slab soffit adjacent to column situated next to lot 403-57H.	See section 4.3.6	
120.	External Facade & Adjacent Areas	Courtyard Area	No waterproofing membrane behind the protection board was observed.	Section 4.5.6	


Item	Area	Location	Description of Defects	Recommended Remedial Works (Inclusive of making good to adjacent surfaces)	Photograph if Necessary or Applicable
					 <p>The top photograph shows a concrete curb with a large pile of dry leaves and twigs on top. The bottom photograph is a close-up of a concrete surface with a small green plant growing out of a crack, surrounded by debris.</p>
121.	External Facade & Adjacent Areas	Courtyard Area	No waterproofing membrane behind the protection board was observed.	Section 4.5.6	 <p>The photograph shows a courtyard area with a concrete curb, some low-lying plants, and a paved path. A building is visible in the background.</p>


Item	Area	Location	Description of Defects	Recommended Remedial Works (Inclusive of making good to adjacent surfaces)	Photograph if Necessary or Applicable
122.	External Facade & Adjacent Areas	Courtyard Area	Planter box with no visible capping or waterproofing membrane to top sections of planter walls.	Section 4.5.6	
123.	External Facade & Adjacent Areas	Courtyard Area	Planter box with no visible capping. No waterproofing membrane behind the protection board was observed.	See section 4.5.6	 


Item	Area	Location	Description of Defects	Recommended Remedial Works (Inclusive of making good to adjacent surfaces)	Photograph if Necessary or Applicable
					
124.	External Facade & Adjacent Areas	Adjacent to external façade	Planter box with no visible capping. No waterproofing membrane behind the protection board was observed.	See section 4.5.6	 



Item	Area	Location	Description of Defects	Recommended Remedial Works (Inclusive of making good to adjacent surfaces)	Photograph if Necessary or Applicable
					
125.	External Facade & Adjacent Areas	Adjacent to external façade	Planter box with no visible capping. No waterproofing membrane behind the protection board was observed.	See section 4.5.6	 


Item	Area	Location	Description of Defects	Recommended Remedial Works (Inclusive of making good to adjacent surfaces)	Photograph if Necessary or Applicable
126.	External Facade & Adjacent Areas	Park View North – External areas	Horizontal cracking and water egress from the planter box along the crack.	See section 4.4.6 See section 4.5.6	 
127.	External Facade & Adjacent Areas	Park View North – External areas	Planter box with no visible capping. No waterproofing membrane behind the protection board was observed.	See section 4.5.6	



Item	Area	Location	Description of Defects	Recommended Remedial Works (Inclusive of making good to adjacent surfaces)	Photograph if Necessary or Applicable
128.	External Facade & Adjacent Areas	10 Burroway Rd – External Areas	Planter box with no visible capping. No waterproofing membrane behind the protection board was observed.	Section 4.5.6	

Item	Area	Location	Description of Defects	Recommended Remedial Works (Inclusive of making good to adjacent surfaces)	Photograph if Necessary or Applicable
129.	External Facade & Adjacent Areas	10 Burroway Rd – External Areas	Failed waterproofing, efflorescence and water staining to the planter box.	See section 4.4.6 See section 4.5.6	

Item	Area	Location	Description of Defects	Recommended Remedial Works (Inclusive of making good to adjacent surfaces)	Photograph if Necessary or Applicable
130.	External Facade & Adjacent Areas	10 Burroway Rd – External Areas	Failed waterproofing, efflorescence and water staining to the planter box.	See section 4.5.6	

Item	Area	Location	Description of Defects	Recommended Remedial Works (Inclusive of making good to adjacent surfaces)	Photograph if Necessary or Applicable
					
131.	External Facade & Adjacent Areas	10 Burroway Rd – External Areas	Planter box with no visible capping. No waterproofing membrane above the protection board was observed.	Section 4.5.6	

Item	Area	Location	Description of Defects	Recommended Remedial Works (Inclusive of making good to adjacent surfaces)	Photograph if Necessary or Applicable
132.	External Facade & Adjacent Areas	10 Burroway Rd – External Areas	Planter box with no visible capping. No waterproofing membrane above the protection board was observed.	See section 4.5.6	

Item	Area	Location	Description of Defects	Recommended Remedial Works (Inclusive of making good to adjacent surfaces)	Photograph if Necessary or Applicable
133.	External Facade & Adjacent Areas	Adjacent to Water meter and valve room	Water egress from the light fitting indicating water entering the light fitting.	<p>It is recommended that the following rectification works are undertaken:</p> <ol style="list-style-type: none"> 1) Contractor to engage qualified professional to investigate the source of water ingress into the light fitting 2) Clean affected area, make good and re-paint 	 

Conditions of this Defect Report

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 2. This Report and its contents are prepared for the use by the Client and may not be distributed to any third parties without the written approval of Core Project Consulting Pty Ltd. Core Project Consulting Pty Ltd provides no warranty for its contents to any third parties.
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 5. Note the following in relation to the preparation of this Report:
 - a. destructive testing was not undertaken
 - b. insitu materials, vegetation, fixtures or other building elements were not removed or disturbed
 - c. furniture and other chattels were not moved
 - d. enquiries to planning or other authorities were not undertaken
 - e. minor faults are not highlighted in this Report unless when taken together they constitute an area of concern to be addressed.
 6. This report does not consider the possible locations, affects, risks or otherwise general reporting of the presence of asbestos within the property.
 7. Waterproofing of buildings is a challenging task. Typically, water will penetrate the external envelope of every type of building. When water or the effects of water can be observed inside a structure it is likely that penetration has been occurring for some time often by multiple ingress mechanisms. To address all possible mechanisms is generally unnecessary and often requires destructive investigation and remediation works that is not cost-effective. It is our approach to provide practical, cost-effective solutions to waterproofing defects by identifying and addressing primary ingress mechanisms, and to then monitor the outcome of these solutions. It is possible that after a primary ingress mechanism has been rectified a secondary or tertiary mechanism is seen to be also contributing to a waterproofing defect, and may need to be addressed in the future.
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 9. Works quantities where stated are estimates only. Final quantities cannot be confirmed until appropriate access and all investigative works are complete. Contractors shall allow for quantified items as a provisional sum to be adjusted up or down depending on the final quantity required. The Contractor is responsible for final measurement and quantification of work items.
- Note the following in relation to cost estimates in this Report:
- a. Costs are estimates only based on estimated quantities and average market rates where available.
 - b. Costs above are exclusive of GST.
10. Costs are exclusive of consultancy fees for preparation of specifications, tender management and project supervision.
 - a. Access costs have not been allowed for. Grouping of project items should be conducted to allow for accurate estimates of access costs

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FAÇADE COMPLIANCE ASSESSMENT

BUILDING CODE OF AUSTRALIA 2016 – AMENDMENT 1



2 Burroway Road, Wentworth Point

DATE ► 24 April 2019

REPORT NO. ► PROJECT 6502 Rev 1

PREPARED FOR ► Net Strata

PREPARED BY ► AE&D

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REVISION STATUS				
REVISION	DATE	STATUS	PREPARED BY	APPROVED BY
6502 - Rev 00	24/4/19	Draft	AW	NH
6502 - Rev 01	31/5/19	Final	AW	NH

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1.0 EXECUTIVE SUMMARY AND RECOMMENDATIONS

This report provides a Building Code of Australia (BCA) 2016 – Amendment 1 assessment of the building located at 2 Burroway Road, Wentworth Point.

The primary purpose of this report is to identify if there is a non-compliance with BCA C1.9 and C1.14, specifically the non-combustibility of external walls and ancillary elements.

The use of the zinc alum as cladding on the building is satisfactory in that it is all metal extruded aluminum cladding with no combustible core material.

No further works are considered necessary due to the non-combustible nature of the cladding products used on the building.

2.0 INTRODUCTION

This report provides a Building Code of Australia (BCA) 2016 – Amendment 1 assessment of the building located at 2 Burroway Road, Wentworth Point.

The primary purpose of this report is to identify if there is a non-compliance with BCA C1.9 and C1.14, specifically the non-combustibility of external walls and ancillary elements.

AED have been engaged to identify each building and confirm if the external walls are treated with a cladding that would require compliance with BCA C1.9 and C1.14. Section 3.0 of this report has identified those buildings.

AED has identified potentially combustible cladding installed on the building façade.

2.1 Explanatory Information

BCA C1.9 and C1.14 requires that the external walls of buildings required to be of either Type A or B construction as determined by BCA clause C1.1 are non-combustible. The below table details the required type of construction for different building classifications dependent upon the buildings rise in storeys. As such buildings identified as being of type C construction, class 1a (dwellings), 10a (garage, shed or the like) are not required to comprise non-combustible external walls under the Building Code of Australia – Amendment 1.

Table C1.1 TYPE OF CONSTRUCTION REQUIRED

Rise in storeys	Class of building	
	2, 3, 9	5, 6, 7, 8
4 OR MORE	A	A
3	A	B
2	B	C
1	C	C

Part A1.1 of the Building Code provides definitions for non-combustible and external walls:

- **Non-combustible** means—
 - (a) applied to a material — not deemed combustible as determined by AS 1530.1 — Combustibility Tests for Materials; and
 - (b) applied to construction or part of a building — constructed wholly of materials that are not deemed combustible.

The Building Code of Australia 2016 – Amendment 1

Building Code of Australia Amendment 1 was issued in March 2016 specifically to revise and clarify those parts that relate to external walls and potentially combustible cladding.

As this is the current Building Code of Australia version, this assessment report is based on this amendment.

This report will identify noncompliance matters in relation to the following BCA clauses:

- BCA C1.9; and

- BCA C1.14.

'C1.9 Non-combustible building materials

- (a) **In a building required to be of Type A or B construction, the following building elements and their components must be non-combustible:**
 - (i) **External walls and common walls, including all components incorporated in them including the façade covering, framing, and insulation.**
 - (ii) The flooring and floor framing of lift pits.
 - (iii) Non-load-bearing internal walls where they are required to be fire-resisting.
- (b) A shaft, being a lift, ventilating, pipe, garbage, or similar shaft that is not for the discharge of hot products of combustion, that is non-loadbearing, must be of non-combustible construction in –
 - (i) A building required to be of Type A construction; and
 - (ii) A building required to be of Type B construction, subject to C2.10, in
 - (A) A Class 2, 3, or 9 building; and
 - (B) A Class 5, 6, 7 or 8 building if the shaft connects more than 2 storeys.
- (c) A load-bearing internal wall and a loadbearing fire wall, including those that are part of a loadbearing shaft, must comply with specification C1.1.
- (d) The requirements of (a) and (b) do not apply to gaskets, caulking, sealants and damp-proof courses.
- (e) The following materials may be used wherever a non-combustible material is required:
 - (i) Plasterboard.
 - (ii) Perforated gypsum lath with a normal paper finish.
 - (iii) Fibrous-plaster sheet.
 - (iv) Fibre-reinforced cement sheeting.
 - (v) Pre-finished metal sheeting having a combustible surface finish not exceeding 1mm thickness and where the spread of flame index of the product is not greater than 0.
 - (vi) Bonded laminated materials where –
 - (A) Each lamina, including any core, is non-combustible; and
 - (B) Each adhesive layer does not exceed 1mm in thickness and the total thickness of the adhesive layers does not exceed 2mm; and
 - (C) The spread of flame index and the smoke developed index of the bonded laminated material as a whole do not exceed 0 and 3 respectively'.

'C1.14 Ancillary Elements

An ancillary element must not be fixed, installed or attached to the internal or external face of an external wall that is required to be non-combustible unless it is one of the following:

- (a) **An ancillary element that is non-combustible.**
- (b) A gutter, downpipe or other plumbing fixture or fitting.
- (c) A flashing.
- (d) A grate or grille not more than 2m² in area associated with a building service.
- (e) An electrical switch, socket outlet, cover plate or the like.
- (f) A light fitting.
- (g) A required sign.
- (h) A sign other than one provided under (a) or (g) that –
 - (i) achieves a group number of 1 or 2; and
 - (ii) and does not extend beyond one storey; and
 - (iii) Does not extend beyond one fire compartment; and
 - (iv) Is separated vertically from other signs permitted under (h) by at least 2 storeys.
- (i) **An awning, sunshade, canopy, blind or shading hood other than one provided under (a) that –**
 - (i) meets the requirements of Table 4 of specification C1.10 as for a normal element; and
 - (ii) **serves a storey –**
 - (A) **At ground level; or**
 - (B) **Immediately above a storey at ground level ; and**
 - (iv) **Does not serve an exit, where it would render the exit unusable in a fire.**
- (j) A part of a security, intercom or announcement system.
- (k) Wiring.
- (l) A paint, lacquer or a similar finish.
- (m) A gasket, caulking, sealant or adhesive directly associated with (a) to (k)'.

Method of Attachment

Specification C1.1 nominates that any elements must not impair the Fire Resistance Level of the building elements through the means of attachment.

‘Specification C1.1, Clause 2.4 - Method of attachment not to reduce the fire-resistance of building elements

The method of attaching or installing a finish, lining, ancillary element or service installation to a building element must not reduce the fire-resistance of that element to below that required’.

Discussion on External Walls

Prior to Amendment 1 of the Building Code of Australia, cladding to external walls was assessed as either part of the external wall or an attachment.

While Amendment 1 has clarified that the concept of combustible attachments can no longer be considered. The following discussion explains the reasoning behind the previous interpretation that may have been applied to this building and the cladding system.

The Building Code of Australia 2016 (and previous editions prior to 2016 amendment 1) differentiates between an element being an attachment to an external wall and an element being part of an external wall.

An attachment is permitted to be combustible, subject to a number of qualifications which will be discussed shortly, whereas an element that is part of an external wall is not permitted to be combustible.

The distinction between attachment and part of an external wall is not clearly defined in the Building Code of Australia. The CSIRO have recently issued a document that discusses the assessment and characterisation of this issue.

The CSIRO document, *Fire safety guideline for external walls. A guide for high-rise construction in Australia*, Authors: A. Webb and N. White, Version 2, 18 April 2016, states that, in relation to the difference between an external wall and an attachment;

‘The term “external wall” is defined in the BCA as “... an outer wall of a building which is not a common wall”.

The term “attachment” or the difference between an attachment and an external wall is not defined in the BCA.

When a term is not specifically defined in the code, the common usage governs. The following definitions are from Macquarie’s dictionary:

- *Wall - An upright work or structure of stone, brick, or similar material, serving for enclosure, division, support, protection, etc., as one of the upright enclosing sides of a building; Or, Anything which resembles or suggests a wall*
- *Attachment - An adjunct or supplementary device*

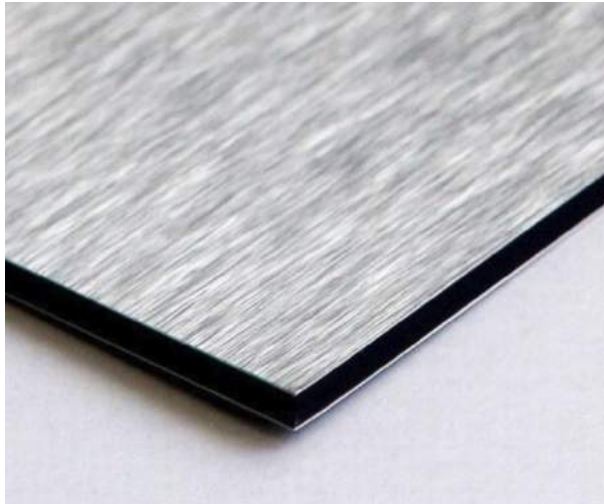


While not intended as a general approach to building code interpretation, CSIRO has applied the following reasoning to determine when a building element should be assessed as an external wall (or integral part of external wall) or an attachment:

- *If the cladding/lining/other item is removed and the remaining structure no longer functions suitably as an external wall (for example, the remaining structure has no fire resistance level, is unable to prevent the penetration of water, is unable to resist wind loads, or in certain applications cannot meet acoustic requirements), then it is considered an integral part of the external wall, and BCA Specification C1.1, Sections 3.1(b) & 4.1 (b) applies.*
- *If the cladding/lining/other item is removed and the remaining wall system still functions as an external wall then Spec C1.1 Clause 2.4 applies.’*

Where this report identifies a material that potentially maybe non-combustible or requires clarification of the certain material a test report must be provided in accordance with AS 1530.1 -1994.

Aluminium Composite Panels (ACP’s) are typically made up of 3 classes of core being 100% Polyethylene (PE), Mineral fibre, and extruded Aluminium core. Of the three types, it is the 100% PE that is the most combustible and non-compliant with the Building Code of Australia where the building is required to be constructed of Type A or B construction.

Mineral fibre and aluminium core ACP's generally have Codemark Certificates, which is a certificate of conformity as defined by Part A1 of the BCA, and therefore can be relied upon as evidence of suitability as outlined in Part A2.2 of the BCA.

Core Type	Typical example
<p>Polyethylene</p> <p>Generally identified by a solid black colour between two sheets of aluminium.</p> <p>This form of cladding (with a Polyethylene Core percentage of greater than 30%) is considered to be a banned product under the <i>Building Products (Safety) Act 2017</i> which came into force on 15 August 2018 and as such, if found on a building of Type A or B construction, it is recommended that this product be removed from any affected building to prevent potential future enforcement action by NSW and Local Government enforcement agencies.</p> <p>See Attachment A for further details of the Building Product Use Ban.</p>	
<p>Mineral Fibre</p> <p>A mixture of non-combustible mineral fibre and PE, varying between 50% to 93% mineral fibre.</p> <p>It is difficult to determine the exact extent of fibre on site, however the more whitish colour, the more fibre is present.</p>	
<p>Extruded Aluminium Core</p> <p>Easily identifiable on site due to the extruded layer of aluminium on the core with significant air gaps visible.</p> <p>This form of panel is generally considered to be non-combustible as determined by AS 1530.1 – 1994 where testing has been undertaken by the manufacturer.</p>	

2.2 Basis of Report

The key basis of this report is to address compliance with the Building Code of Australia (BCA) 2016 – Amendment 1. The scope of services is limited to BCA C1.9 and C1.14.

This report is based on a desktop assessment and inspection, with specific reference to the following:

- A visual, non-destructive external building inspection undertaken by Adam Whitehouse of AED Group, dated 16/4/19.
- The Building Code of Australia 2016 – Amendment 1 prepared by the Australian Building Codes Board.
- The Guide to the BCA 2016 – Amendment 1, prepared by the Australian Building Codes Board.

2.3 Purpose of the Report

The purpose of this report is to assess the following:

- Assessment under the current Building Code of Australia 2016 – Amendment 1, C1.9 and C1.14, and list any departures from the BCA.
- Provide recommendations to address identified non-compliances, and/or identify potential alternative solutions.

2.4 Limitations of the Report

This report should not be construed to infer that an assessment for compliance with the following has been undertaken:

- Any part of the BCA other than BCA C1.9 and C1.14
- Destructive investigation. Visual inspection only;
- Assessment of any structural elements or existing fire resistance levels of the building;
- Assessment of any insulation or sarking material located within external walls of any building;
- Reference to a type of construction under BCA table C1.1 is based on a visual inspection only and should be construed as absolute;
- Requirements of statutory authorities;
- Requirements of any standards not directly identified in this report.
- Heritage significance
- Consideration of Council's local planning policies
- Environmental or planning issues
- Requirements of statutory authorities
- Provision of any construction approvals or certification under Part 4A or Part 5 of the Environmental Planning & Assessment Act 1979.
- This assessment has been made against the contemporary version of the BCA 2016 (Amendment 1) and does not make assessment of the BCA in force at the time of construction.
- This assessment relies on the information provided by Netstrata as being true and accurate. Should any of the provided information be found to be inaccurate, this report shall be considered void.

3.0 BUILDING COMPRISING POTENTIALLY COMBUSTIBLE CLADDING

This report provides a Building Code of Australia (BCA) 2016 – Amendment 1 assessment of the building located at 2 Burroway Road, Wentworth Point.

The primary purpose of this report is to identify if there is a non-compliance with BCA C1.9 and C1.14, specifically the non-combustibility of external walls and ancillary elements.

AED has identified metal cladding installed on the building façade. See below for details on the locations identified.

Comment	Location of Cladding
<p>AED has identified cladding installed on this building elevation.</p> <p><u>Front Elevation (Burroway Road)</u></p> <p>This elevation has been provided with solid metal panels on the lower ground to level 2.</p> <p>This elevation has also been provided with cladding panels installed to the external walls from levels 3 upward (including the residential towers as shown).</p> <p>The panels are metal extruded aluminum cladding and solid metal cladding with no combustible core material.</p> <p>The remainder of the elevation is non-combustible rendered masonry, metal shutters or other wise considered compliant with the provisions of the BCA.</p>	

AED has identified cladding installed on this building elevation.

LHS Elevation (Waterways Street)

This elevation has been provided with solid metal panels on the lower ground to level 2.

This elevation has also been provided with cladding panels installed to the external walls from levels 3 upward (including the residential towers as shown).

The panels are metal extruded aluminum cladding and solid metal cladding with no combustible core material.

The remainder of the elevation is non-combustible rendered masonry, metal shutters or other wise considered compliant with the provisions of the BCA.



AED has identified cladding installed on this building elevation.

RHS Side Elevation (Hill Rd elevation)

This elevation has been provided with solid metal panels on the lower ground to level 2.

This elevation has also been provided with cladding panels installed to the external walls from levels 3 upward (including the residential towers as shown).

The panels are metal extruded aluminum cladding and solid metal cladding with no combustible core material.

The remainder of the elevation is non-combustible rendered masonry, metal shutters or other wise considered compliant with the provisions of the BCA.



AED has identified cladding installed on this building elevation.

Rear elevation (Park St elevation)

This elevation has been provided with solid metal panels on the lower ground to level 2.

This elevation has also been provided with cladding panels installed to the external walls from levels 3 upward (including the residential towers as shown).

The panels are metal extruded aluminum cladding and solid metal cladding with no combustible core material.

The remainder of the elevation is non-combustible rendered masonry, metal shutters or other wise considered compliant with the provisions of the BCA.



AED has identified combustible cladding installed on this building elevation.

Internal Facing Courtyard Elevations (Level 7 up)

This elevation has been provided with cladding panels installed to the external walls to the residential towers facing the courtyard as shown).

The panels are metal extruded aluminum cladding and solid metal cladding with no combustible core material.

The remainder of the elevation is non-combustible rendered masonry, metal shutters or other wise considered compliant with the provisions of the BCA.





4.0 CONCLUSION

This report provides a Building Code of Australia (BCA) 2016 – Amendment 1 assessment of the building located at 2 Burroway Road, Wentworth Point.

The primary purpose of this report is to identify if there is a non-compliance with BCA C1.9 and C1.14, specifically the non-combustibility of external walls and ancillary elements.

The use of the zinc alum as cladding on the building is satisfactory in that it is all metal extruded aluminum cladding with no combustible core material.

No further works are considered necessary due to the non-combustible nature of the cladding products used on the building.

 <p>Prepared by: Adam Whitehouse for AE&D</p>	 <p>Reviewed and Approved by: Nathan Halstead C10 Accredited Fire Engineer No: BPB0161 for AE&D</p>
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5.0 Appendix A - Details on the Aluminium Composite Panel Ban

NOTICE UNDER SECTION 9(1) OF THE *BUILDING PRODUCTS (SAFETY) ACT 2017*

I, Rosemary Ann Webb, Commissioner for Fair Trading, Department of Finance, Services and Innovation:

PROHIBIT the use of aluminium composite panels (ACP) with a core comprised of greater than 30 per cent polyethylene (PE) by mass ('the building product') in any external cladding, external wall, external insulation, façade or rendered finish in:

- o Class 2, 3 and 9 buildings with a rise in storeys of three or more and Class 5, 6, 7 and 8 buildings with a rise in storeys of four or more (Type A construction as defined in the Building Code of Australia); and
- o Class 2, 3 and 9 buildings with a rise in storeys of two or more and Class 5, 6, 7 and 8 buildings with a rise in storeys of three or more (Type B construction as defined in the Building Code of Australia),

subject to the following exceptions:

- a) the building product is not deemed combustible by successfully passing a test in accordance with Australian Standard 1530.1-1994 'Methods for fire tests on building materials, components and structures' (AS 1530.1);

or

- b) the building product and proposed external wall assembly has successfully passed a test for both the EW (external wall fire spread) and BB (building-to-building fire spread) classifications in accordance with Australian Standard 5113 'Fire Propagation testing and classification of external walls of buildings' (AS 5113) and the proponent of the use of the building product tested to AS 5113 documents by statutory declaration that the building product will be installed in a manner identical to the tested prototype wall assembly or façade,

and

- c) the AS 1530.1 or AS 5113 test results to be relied upon to except a building product from the ban are produced by an Accredited Testing Laboratory, and describe the methods and conditions of the test and the form of construction of the tested building product or prototype wall assembly or façade, and are dated on or after 1 July 2017.

This building product use ban commences Wednesday 15 August 2018 and remains in force until it is revoked.

DATED the 10th day of August 2018.



ROSEMARY ANN WEBB

COMMISSIONER FOR FAIR TRADING

DEPARTMENT OF FINANCE, SERVICES AND INNOVATION

Notations

For the purposes of this Notice:

Accredited Testing Laboratory means:

- i. an organisation accredited by the National Association of Testing Authorities (NATA) to undertake the relevant tests; or
- ii. an organisation outside Australia accredited to undertake the relevant tests by an authority, recognised by NATA through a mutual recognition agreement; or
- iii. an organisation recognised as being an *Accredited Testing Laboratory* under legislation at the time the test was undertaken.

Proponent is taken to be one of the following persons:

- i. the person recommending or specifying the use of the building product;
- ii. the person who uses the building product; or
- iii. the Owner within the meaning of the *Building Products (Safety) Act 2017* ('the Act').

Rise in storeys has the meaning given to it in Clause C1.2 of the BCA.

Under the Act, it is an offence for a person to cause a building product to be used in a building in contravention of a building product use ban.¹

It is also an offence under the Act for a person to, in trade or commerce, represent that a building product is suitable for use in a building if that use would contravene a building product use ban.²

Part 4 of the Act makes provision for the identification and rectification of buildings where a building product the subject of a building product use ban has been used in the building for a use that is prohibited by the building product use ban. For the purposes of that Part of the Act, it does not matter if the building product was used in the building before the building product use ban is in force.³

Reasons for Decision

On 23 March 2018, I published a Notice under section 13 of the Act (the Notice) calling for submissions by 23 April 2018 on whether a building product use ban was warranted for the use of ACPs, particularly panels containing a polyethylene core, and/or polystyrene products, and/or other similar substances in any external cladding, external wall, external insulation, façade or rendered finish on a building of 2 or more storeys (use in external cladding).

I received 28 public submissions in response to the Notice. The submissions were provided by a range of stakeholders including developers, builders, industry associations, fire safety consultants, composite panel suppliers and individuals.

In deciding whether to impose a building product use ban, I have had regard to all public submissions that were received in response to the Notice.

¹ Section 15(1), *Building Products (Safety) Act 2017*.

² Section 15(3), *Building Products (Safety) Act 2017*.

³ Section 17(2), *Building Products (Safety) Act 2017*.

I have also considered:

- (a) advice from NSW Fire and Rescue;
- (b) independent expert advice specifically sought by the Department of Finance, Services and Innovation from building safety professionals with relevant technical knowledge and professional expertise;
- (c) the post incident analysis report of the Lacrosse Building fire by The Metropolitan Fire and Emergency Services Board dated 25 November 2014;
- (d) the Economic References Committee, *Non-conforming building products – Interim report: Aluminium composite cladding* dated 6 September 2017;
- (e) the *Australian Government response to the Interim report: Aluminium Composite Cladding* dated 26 February 2018;
- (f) the Phase 1 expert report of Professor Luke Bisby dated 2 April 2018 submitted to the Grenfell Tower Inquiry;
- (g) the approaches which have been adopted by other Australian Regulators, namely Victoria, Tasmania and South Australia on the use of certain types of composite panelling; and
- (h) publications of the NSW Cladding Taskforce.

In reaching a decision, I have had regard to:

- the likely contribution of specific types of ACPs to building fire safety
- whether certain types of ACPs are unsafe within the meaning of the Act and should be banned from use in certain classes of building, and
- whether any compliance tests exist to sufficiently manage the safety risks posed by certain products.

Having considered all of this information, I am satisfied that the building product is unsafe for use in any external cladding, external wall, external insulation, façade or rendered finish in buildings of Type A and Type B construction, as defined in the Building Code of Australia, subject to specified exceptions. I therefore decided to prohibit the use of the building product in the terms of the building product use ban set out above. My reasons for making this decision are as follows:

1) Fires which are associated with ACP with a PE core on Type A and Type B construction pose a safety risk

Recent public events have demonstrated the safety risk associated with the use of ACP with a PE core in multi storey buildings, including Type A and Type B construction. Events such as the Lacrosse building fire in Melbourne on 25 November 2014 and the Grenfell Tower fire in London on 14 June 2017 demonstrated that there are likely to be public safety risks associated with the use of certain types of cladding, including ACP with a PE core. Similar fire events in China, France and the United Arab Emirates have also been linked to the use of combustible cladding.

Fires on multi storey buildings have a range of inherent complexities resulting from the height of the building and may require more specialised equipment. Fires which are associated with external cladding consisting of ACP with a PE core, such as the Lacrosse Building fire and the Grenfell Tower fire, introduce additional risk owing to the rapid vertical spread of fire associated with these building products. Such fires must be carefully managed to respond to the potentially higher incidence of fatalities which are more likely to be caused by such a fire.

The Lacrosse Building fire was managed by an internal sprinkler system that was found to have operated well above specification in the majority of the units impacted by the fire to stop its spread. It therefore cannot be presumed that a sprinkler system would operate to mitigate the spread of fire in similar circumstances.

NSW Fire and Rescue identify building products including ACP with a PE core as a safety risk capable of causing rapid fire spread. The use of such building products may put fire fighters and occupants in unsafe situations including exposure to falling debris in the instance of fire.

2) ACP with a core comprised of greater than 30 per cent PE by mass used in contravention of the National Construction Code (NCC) poses a safety risk within the meaning of the Act

The various types of ACP are distinguished by the composition of their core. The composition of the core is important as it is considered to significantly influence the fire properties of the panel. The majority of ACPs have a core material that is a mixture of PE, mineral fillers and/or fire retardants. The CSIRO, who were asked to provide advice by the Australian Government on the various types of ACPs currently manufactured, described three 'classes' of core composition:

- 1) Less than three per cent PE – such composition produces a product classified as 'A2' ACP under European fire certification;
- 2) Approximately 30 per cent PE – such composition produces a product classified as 'FR' (fire retardant) under European fire certification; and
- 3) Approximately 100 per cent PE.

Unlike European fire certification, the NCC does not consider or make distinctions based on the composition of panels, including the core, as it requires ACP to be non-combustible as defined by AS 1530.1. However, some Australian suppliers identify their ACP products as complying with A2 or FR European standards to represent that the ACP product is non-combustible.

PE is a thermoplastic substance which has poor fire performance and is quickly prone to melting and dripping when exposed to high temperatures, such as in the event of a fire. The heat from a fire can quickly conduct through the outer ACP, noting the width of these panels is no greater than 6mm, and ignite the highly flammable core. These materials combust in a manner that makes fire response extremely challenging for emergency services.

Cladding, including ACP with a PE core of some proportion, is often used for the purposes of aesthetics to act as a cover for part or all of the external walls of a building. In the event of a fire, the use of ACP with a PE core on a multi storey building can significantly increase the amount of energy that is released by the cladding and contribute to the rapid spread of fire.

A ban directed only to ACP with a core comprised of greater than 30 per cent PE targets the impact of the product ban and focuses regulatory intervention on the types of ACP panels that are most likely to pose a safety risk. This threshold aligns with the FR European standard which is considered the benchmark for an ACP product to be of low flammability.

Given that the Victorian Building Authority also enforces a restriction on ACP with a core specifically comprised of 30 per cent or more PE by mass, it is considered appropriate to align NSW's building product use ban with the requirements of the second largest state in which construction work is performed. It is noted however that the Victorian approach differs from the NSW approach. Under the Victorian approach products are required to be submitted to the Victorian Building Appeals Board to be determined whether the proposed use of the product complies with the relevant Act and Regulations. In this regard, the Victorian approach equates to an 'approval' under the Victorian planning and building regime. The NSW approach under the proposed ban creates a specific gateway which affected products must navigate, but still requires that the product and the related construction use is separately and additionally subject to all the normal planning assessment and approvals, including compliance with the NCC, under NSW laws.

3) At present, the NCC is not sufficient to regulate building products and cannot be relied on in isolation to address the safety risks associated with the use of ACP with a core comprised of greater than 30 per cent PE by mass

The NCC is a national performance-based code which outlines mandatory performance requirements for the building and construction industry. Under the NCC, ACP with a PE core is permitted for use if the product satisfies the performance requirements of the NCC.

However, misapplication of or non-compliance with the performance requirements of the NCC raises a significant risk and concern for the safety of buildings and the community.

The operation of the NCC presents challenges to entities in the building industry and regulators. Concerns with the combustibility of external cladding (specifically ACP with a PE core) and the role of the NCC have been noted in reports by domestic and international bodies. There is evidence that NSW is directly affected as the NSW Cladding Taskforce identified over 400 buildings as “having cladding in a quantity, location and/or arrangement which potentially increases fire risks” despite the requirements of the NCC.

Victoria, South Australia and Tasmania have determined it appropriate to implement new measures in addition to existing requirements under the NCC to respond to the challenge of non-compliant cladding.

Based on the sources considered, a genuine concern exists that the NCC cannot be relied on in isolation to address the safety risks associated with the use of ACP with a core comprised of greater than 30 per cent PE by mass.

4) A building product use ban can be imposed subject to exceptions that will enable the use of the building product if a nominated test is satisfied

Expert advice and other sources which I considered identified recognised testing that applies to the building product as determined by Australian Standards and/or in certain circumstances called upon by the NCC, including AS 1530.1 and/or AS 5113. I have formed the view that the safety risk posed by ACP with a core comprised of greater than 30 per cent PE by mass can be managed if the product meets the testing requirements of AS 1530.1 and/or AS 5113. For this reason, the building product use ban is subject to exceptions that permit the use of the building product in Type A and Type B construction if the building product is tested in accordance with either AS 1530.1 or AS 5113.

AS 1530.1 is an individual product test which determines the combustibility of a building material within the criteria given in Clause 3.4 of the Standard. Separately AS 5113 sets out the procedures for the fire propagation testing and classification of external walls of buildings according to their tendency to limit the spread of fire via the external wall and between adjacent buildings. AS 5113 is more appropriate for testing entire wall assemblies or façades consisting of external cladding, rather than an individual product. This Standard is applicable to fire propagation via all external vertical or near vertical surfaces and covers all types of external wall systems, including façades, outer skins, core materials, cavities and attachments. The application of AS 5113 as part of a building product use ban is considered appropriate to ensure that building products that pose a safety risk, including to the lives of occupants, fire fighters and the community, are not used in NSW.

In order to meet the requirements of the proposed exception it is considered appropriate that tests be supported with a report from an Accredited Testing Laboratory which describes the methods and conditions of the test, the form of construction of the tested prototype. Where AS 5113 is relied upon, a statutory declaration will be required by the proponent of the use of the building product to declare that the building product will be installed in a manner identical to the tested prototype wall assembly or façade. This additional step is required to ensure that proponents understand and verify that the prototype wall assembly tested is in fact the wall assembly subsequently used and installed.

To ensure that testing takes account of the understanding of the fire performance of ACP products since the Grenfell Tower Fire, test reports against AS 1530.1 and/or AS 5113 are required to have been undertaken no earlier than 1 July 2017.

Building Products (Safety) Act 2017

Part 4 Identification and rectification of affected buildings

16 Definitions

In this Part:

affected building—see section 17.

affected building notice means a notice under section 18.

general building safety notice means a notice under section 19.

made safe—see section 26.

relevant enforcement authority in relation to a building means:

(a) a relevant enforcement authority for an order under Part 1 of Schedule 5 to the [Environmental Planning and Assessment Act 1979](#) in respect of the building, or

(b) in the case of a building that is not a building within the meaning of the [Environmental Planning and Assessment Act 1979](#), the council for the area in which the building is located.

17 Affected building

(1) For the purposes of this Part, a building is an affected building if a building product the subject of a building product use ban has been used in the building for a use that is prohibited by the building product use ban.

(2) It does not matter that the building product was used in the building before the building product use ban was in force.

18 Identification and notification of particular affected buildings

(1) If the Secretary is satisfied, on reasonable grounds, that a particular building is or may be an affected building, the Secretary may issue a notice under this section (an affected building notice).

(2) An affected building notice is to include the following information:

(a) the location of the building that is or may be an affected building,

(b) particulars of the relevant building product use ban,

(c) particulars of the safety risk posed by the use of the building product to which the building product use ban applies.

(3) The Secretary is to give a copy of an affected building notice to the following:

(a) the owner or owners of the building,

(b) the occupier or occupiers of the building,

(c) the council for the area in which the building is located,

(d) a relevant enforcement authority for the building (if the council is not a relevant enforcement authority for the building),

(e) the Commissioner of Fire and Rescue NSW, if the safety risk posed by the use of the building product relates to a risk of fire.

(4) If the building is the subject of a strata scheme under the [Strata Schemes Management Act 2015](#), a requirement to give notice to the owner or owners of the building is satisfied if notice is given to the owners corporation constituted under that Act.

(5) The Secretary may publish an affected building notice on the internet, but only if the Secretary considers that it is in the public interest to do so.

19 General warning about class of buildings that may be affected buildings

(1) The Secretary may issue a notice under this section (a general building safety notice) if the Secretary is satisfied, on reasonable grounds, that a class of buildings may be affected buildings.

(2) A general building safety notice is a notice that identifies the safety risk posed by the use of a building product that is the subject of a building product use ban in the class of buildings concerned.

(3) A general building safety notice is to include the following information:

(a) particulars of the class of buildings that may be affected buildings, to the extent known to the Secretary,

(b) particulars of the relevant building product use ban,

(c) particulars of the safety risk posed by the use of the building product to which the building product use ban applies.

- (4) A general building safety notice may be given:
 - (a) to all councils or to any councils that the Secretary considers appropriate, and
 - (b) to the Commissioner of Fire and Rescue NSW, if the safety risk posed by the use of the building product relates to a risk of fire.
- (5) The Secretary may publish a general building safety notice on the internet, but only if the Secretary considers that it is in the public interest to do so.

20 Power of relevant enforcement authority to order rectification

- (1) A relevant enforcement authority may make an order under this section (a building product rectification order) in respect of a building.
 - (2) A building product rectification order is an order that requires the owner of a building to do such things as are necessary for either or both of the following purposes:
 - (a) to eliminate or minimise a safety risk posed by the use in the building of a building product to which a building product use ban applies,
 - (b) to remediate or restore the building following the elimination or minimisation of the safety risk.
 - (3) A building product rectification order may be made only if the relevant enforcement authority is satisfied, on reasonable grounds, that the building is an affected building.
 - (4) For the purposes of any proceedings relating to a building product rectification order or proposed building product rectification order, an affected building notice or a general building safety notice is evidence that the use in a building of the building product specified in the notice poses a safety risk of a kind specified by the Secretary in that notice.
 - (5) However, a relevant enforcement authority may make a building product rectification order in respect of a building whether or not the relevant enforcement authority has received an affected building notice or general building safety notice in respect of the building.
- Note. For example, a council may make a building product rectification order if, as a result of its own investigations, it identifies an affected building.*

21 Statutory provisions applicable to building product rectification order

- (1) The [Environmental Planning and Assessment Act 1979](#), and any regulations under that Act, apply to a building product rectification order as if the order were a development control order, except as provided by subsection (3).
- ~~(2) (Repealed)~~
- (3) If a building is not a building within the meaning of the [Environmental Planning and Assessment Act 1979](#), the [Local Government Act 1993](#), and any regulations under that Act, apply to a building product rectification order in respect of the building as if the order were an order made under section 124 of the [Local Government Act 1993](#).
- (4) The regulations may modify the application of any of the statutory provisions referred to in subsection (1) or (3) to or in respect of a building product rectification order.
- (5) The Minister is not to recommend the making of a regulation that modifies the operation of any of those statutory provisions in respect of a building product rectification order except with the concurrence of the Minister administering the relevant statutory provisions concerned.

22 Appeals concerning orders

- (1) A council must give notice to the Secretary of an appeal against a building product rectification order made by the council.
- (2) The Secretary is entitled to appear and be heard on an appeal against a building product rectification order.
- (3) The Land and Environment Court may, on hearing an appeal against a building product rectification order, order the Secretary to amend or revoke an affected building notice or a general building safety notice (without limiting any other powers the Court has on an appeal).

23 Council to report to Secretary on response

- (1) The Secretary may, by notice in writing served on a council that has been given an affected building notice, require the council to provide a report to the Secretary about the steps it has taken in relation to the affected building notice.
- (2) The report is to indicate or include the following:
 - (a) whether the council has made a building product rectification order in respect of the building the subject of the affected building notice,
 - (b) whether the order has been complied with or the progress that has been made towards compliance with the order,

- (c) any other steps that are being taken by the council to ensure that the building the subject of the affected building notice is made safe,
 - (d) such other matters as may be prescribed by the regulations.
- (3) If the council has not made a building product rectification order in respect of the building the subject of the affected building notice, the report is to set out the council's reasons for not making the order.
- (4) The report is to be provided to the Secretary within the period specified by the Secretary in the notice (being a period of not less than 30 days after the notice is served).
- (5) The Secretary may require more than one report to be provided under this section in respect of a building.
- (6) The Secretary may publish a report provided by the council under this section on the internet.
- (7) The Secretary may withhold from publication any information in the report that identifies the particular building that is the subject of the affected building notice.

24 Amendment or revocation of notices

- (1) The Secretary may amend or revoke an affected building notice or a general building safety notice by issuing a further notice.
- (2) The Secretary is to give notice of the amendment or revocation of an affected building notice to each of the following:
- (a) the owner or owners of the building,
 - (b) the occupier or occupiers of the building,
 - (c) the council for the area in which the building is located,
 - (d) any relevant enforcement authority for the building to whom the affected building notice was given,
 - (e) the Commissioner of Fire and Rescue NSW, if the affected building notice was given to the Commissioner.
- (3) The Secretary is to give notice of the amendment or revocation of a general building safety notice to each of the following:
- (a) any council that was given the general building safety notice,
 - (b) the Commissioner of Fire and Rescue NSW, if the general building safety notice was given to the Commissioner.
- (4) An affected building notice or general building safety notice ceases to be in force if it is revoked.

25 Revocation of affected building notice

- (1) The Secretary must revoke an affected building notice if the Secretary is satisfied that:
- (a) the building concerned has been made safe, or
 - (b) the building is not an affected building.
- (2) The Secretary may revoke an affected building notice on the application of an owner of the building or on the Secretary's own initiative.

26 When a building is "made safe"

For the purposes of this Part, a building is made safe if the safety risk that is posed by the use of a building product to which a building product use ban applies, as identified by the Secretary in an affected building notice, is eliminated or, if it is not reasonably practicable to eliminate the safety risk, is minimised as far as practicable.

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The Following are the Standard By-laws registered with the scheme. Strata Plan registration Date: 19/09/2016

1 The Community Association and The Community Management Statement

- (a) The Community Association is the primary management body for the Community Scheme.
- (b) The Community Association manages the Community Scheme according to the Community Management Statement.
- (c) The Community Association, the owners corporations in the Community Scheme and the owners and occupiers of lots in the Community Scheme are required to comply with the Community Management Statement.
- (d) Nothing in these by-laws entitles the Owners Corporation, an Owner or an Occupier not to comply with the Community Management Statement.
- (e) An Owner or Occupier must not do anything that would cause the owners corporation not to comply with the Community Management Statement.
- (f) If a by-law or a part of a by-law in this instrument is inconsistent with the Community Management Statement, the Community Management Statement prevails to the extent of any such inconsistency.
- (g) The Owners Corporation has the power to and must appoint a natural person as its representative at meetings of the Community Association.

2 The Committee and the Strata Management Statement

- (a) The Committee manages the Building according to the Strata Management Statement, any Codes and any applicable Committee Rules.
- (b) The Committee, the Owners Corporations in the Building and the owners and occupiers of lots in the Building are required to comply with the Strata Management Statement, any Codes and any applicable Committee Rules.
- (c) Nothing in these by-laws affects the obligation of the Owners Corporation, an Owner or an Occupier to comply with the Strata Management Statement, any Codes and any applicable Committee Rules.
- (d) An Owner or Occupier must not do anything that would cause the Owners Corporation not to comply with the Strata Management Statement, any Codes and any applicable Committee Rules.
- (e) If a by-law or part of a by-law in this instrument is inconsistent with the Strata Management Statement, any Code or any Committee Rule, the Strata Management Statement, Code or Committee Rule, as the case may be, prevail to the extent of any such inconsistency.
- (f) The Owners Corporation has the power to appoint a Representative and an Alternative Representative. The Owners Corporation must ensure that there is at least a Representative at all times. The power of the Owners Corporation under this subclause (f) may be exercised by the executive committee.

3 Exclusive Use By-Laws

3.1 Which are the Exclusive Use By-laws

Each by-law in Section 10, Section 11 and Section 12 is an Exclusive Use By-law.

3.2 What Exclusive Use By-laws do

- (a) The Owner of a Lot who has the benefit of an Exclusive Use By-law may allow the Occupier of their Lot to exercise the rights of the Owner under the Exclusive Use By-law. The Owner remains responsible to the Owners Corporation in connection with compliance with the Exclusive Use By-Law.
- (b) An Exclusive Use By-law, so far as it relates to a Lot, may only be amended, repealed or revoked by a special resolution of the Owners Corporation and with the consent of the Owner of the Lot.
- (c) The party or parties having the benefit of an Exclusive Use By-law in connection with an Exclusive Use Area which is the subject of an Easement must permit the Benefited Party to exercise their rights under the Easement.

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(d) The consent of the Owner having the benefit of an Exclusive Use By-law must be obtained to the creation of an Easement after the date of registration of these by-laws which affects or relates to the Exclusive Use Area the subject of the Exclusive Use By-law, which consent must not be unreasonably withheld if the proposed Easement does not impact adversely on the rights under the relevant Exclusive Use By-law relating to the Exclusive Use Area.

4 Consent

4.1 Consent of Owners Corporation

Where a by-law requires the consent of the Owners Corporation to a particular activity, unless stated otherwise in that by-law or unless the activity is a Restricted Matter, the consent may be given by either:

- (a) The Owners Corporation in general meeting; or
- (b) The Executive Committee at a duly convened meeting of the Executive Committee.

4.2 Consent of Owners Corporation may be revoked or withheld Consent given by the Owners Corporation under a by-law:

- (a) If practicable, may be revoked by the Owners Corporation in general meeting; and
- (b) Subject to by-law 4.4, may be granted or withheld in the absolute discretion of the Owners Corporation or be given conditionally.

4.3 Consent by Executive Committee may be revoked or withheld Consent given by the Executive Committee under a by-law:

- (a) If practicable, may be revoked by the Owners Corporation in general meeting; and
- (b) Subject to by-law 4.4, may be granted or withheld in the absolute discretion of the Executive Committee or be given conditionally.

4.4 Consent not to be withheld if approved by a Rule or Code

Neither the Owners Corporation nor the Executive Committee may withhold its consent to an application by an Owner or Occupier for consent to an activity which is an activity or in a class of activities approved by a current Rule or Code.

4.5 Consent conditions

Owners and Occupiers must comply with any condition in a consent.

5 Reporting

5.1 Obligation on Owners and Occupiers

Where a by-law requires an act or activity to be reported to the Owners Corporation, unless stated otherwise in the by-law:

- (a) If the Owners Corporation has appointed a Caretaker or building manager, that act or activity must be reported to the Caretaker or building manager; and
- (b) If the Owners Corporation has not appointed a Caretaker or building manager, that act or activity must be reported to the Managing Agent, or if a Managing Agent has not been appointed, to a member of the Executive Committee.

6 Service of Documents By Email

A document may be served on an Owner or Occupier by email if

- (a) The Owner or Occupier has given the Owners Corporation an email address for the service of documents;
- (b) The document is sent by email to that email address; and
- (c) The sending party's electronic equipment:
 - (i) Reports that the email has been sent; and
 - (ii) Does not report receipt of a failure notice.

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7 Behaviour and Responsibility on Common Property

7.1 General obligations

- (a) Owners and Occupiers must be adequately clothed when on Common Property.
- (b) Owners and Occupiers must not break any Law when on Common Property.
- (c) Owners and Occupiers must take reasonable steps to ensure their invitees:
 - (i) Do not do anything that they cannot do under the By-laws; and
 - (ii) Are removed from the Building upon refusing to comply with the By-laws.

7.2 Prohibited behaviour

Owners and Occupiers must not:

- (a) Make noise or behave in a way likely to interfere with another's peaceful enjoyment of their Lot or Common Property;
- (b) 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;
- (c) Obstruct the lawful use of Common Property by any person;
- (d) Smoke while on Common Property or allow smoke to emit from their Lot;
- (e) Bring or permit to enter, any heavy article which might cause structural Damage to the Building;
- (f) Do anything to damage or deface Common Property;
- (g) Interfere with any personal property vested in the Owners Corporation;
- (h) Damage any lawn, plant, tree or garden situated on or within Common Property;
- (i) Purposely damage or use part of a lawn or garden, a plant or tree for their own purpose;
- (j) Place or hang laundry on any part of the Common Property;
- (k) Attach or install any satellite dish to Common Property, or any part of a Lot visible from outside the Lot;
- (l) Use or interfere with any fire safety equipment except in the case of an emergency and must not obstruct any fire stairs or fire escape;
- (m) interfere with the operation of any Equipment installed in the Common Property;
- (n) Modify any existing Equipment (whether or not such Equipment is contained wholly within their Lot); or
- (o) Interfere with Common Property or remove any article from the Common Property placed there by direction or authority of the Owners Corporation.

7.3 Easements

Owners and Occupiers must not do anything to prevent, hinder or delay a Benefited Party from carrying out its rights under an Easement.

7.4 Duty to notify defects to Owners Corporation

Owners and Occupiers must inform the Owners Corporation of any noticeable defect they notice in the Common Property or personal property vested in the Owners Corporation.

7.5 Maintenance of installations

Notwithstanding section 62 of the Management Act, Owners and Occupiers must maintain and keep in a state of good repair or otherwise as reasonably required by the Owners Corporation, any installation that services their Lot to which the consent of the Owners Corporation has been given under the By-laws.

8 Visitor Car Spaces

8.1 Obligation on Owners and Occupiers

Owners and Occupiers:

- (a) Must not park or stand any Vehicle in a Visitor Car Space;
- (b) Must not permit any other person to park or stand a Vehicle in a Visitor Car Space unless that person is a genuine visitor of that Owner or Occupier (and is not a person who stays in that Owner's or Occupier's Lot for more than 2 consecutive nights at any one time);
- (c) Must not permit any contractor or employee of the Owner or Occupier to park or stand a Vehicle in a Visitor Car Space;

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- (d) Must not give any person a key or Security Key to the Building for the purposes of allowing that person to use a Visitor Car Space;
- (e) Must comply all Rules and Codes relating to the use of Visitor Car Spaces;
- (f) Must comply with the directions of the Owners Corporation and the Caretaker in connection with access to and use of the Visitor Car Spaces; and
- (g) Must ensure their visitors comply with the directions of the Owners Corporation and the Caretaker in connection with access to and use of the Visitor Car Space.

9 Shared Zone

9.1 Use of Shared Zone

- (a) Owners and Occupiers may only use the Shared Zone for entering and exiting Vehicles parked in Car Spaces immediately adjacent to the Shared Zone.
- (b) Owners and Occupiers must not:
 - (i) park or stand any Vehicle in the Shared Zone;
 - (ii) cause any other person or allow an invitee to park or stand a Vehicle in the Shared Zone;
 - (iii) leave any object within the Shared Zone; or
 - (iv) do anything that obstructs the Shared Zone, except during the course of using the Shared Zone in accordance with by-law 9.1(a).
- (c) Owners and Occupiers must:
 - (i) comply with the directions of the Owners Corporation and the Caretaker in connection with access to and use of the Shared Zone; and
 - (ii) comply with all Rules and Codes relating to the use of the Shared Zone.

10 Car Wash Bay

10.1 Use of Car Wash Bay

- (a) Owners and Occupiers may only use the Car Wash Bay for the washing and cleaning of Vehicles.
- (b) Owners and Occupiers:
 - (i) must not park or stand any Vehicle in the Car Wash Bay other than for washing and cleaning the Vehicle;
 - (ii) must not permit any other person to park or stand a Vehicle in the Car Wash Bay;
 - (iii) must comply with the directions of the Owners Corporation and the Caretaker in connection with access to and use of the Car Wash Bay; and
 - (iv) must comply with the Rules and Codes relating to the use of the Car Wash Bay.

11 Service Vehicle Parking Space

11.1 Obligation on Owners and Occupiers

Owners and Occupiers:

- (a) Must not park or stand any Vehicle in the Service Vehicle Parking Space unless it is a service vehicle parked temporarily by the Owner or Occupier, or by an invitee or contractor of the Owner or Occupier, for the purpose of loading and unloading goods and items belonging to that Owner or Occupier;
- (b) Must not permit any other person to park or stand a Vehicle in the Service Vehicle Parking Space unless it is a Vehicle of the kind and for the purpose referred to in by-law 11.1 (a);
- (c) Must not give any person a key or Security Key to the building for the purposes of allowing that person to use the Service Vehicle Parking Space;
- (d) Must comply with all Rules and Codes relating to the use of the Service Vehicle Parking Space;
- (e) Must comply with the directions of the Owners Corporation and the Caretaker in connection with access to and

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use of the Service Vehicle Parking Space;

(f) Must ensure their invitees and contractors comply with the directions of the Owners Corporation and the Caretaker in connection with access to and use of the Service Vehicle Parking Space.

12 Designated Matters

The Owners Corporation must:

(a) If the Original Owner serves notice requiring the Owners Corporation to do so, vote in favour of any motion in connection with a resolution of the Community Association to implement or give effect to or which otherwise beneficially affects any of the Community Designated Matters or which is of assistance to the Original Owner in the carrying out of the Community Designated Matters;

(b) If the Original Owner serves notice requiring the Owners Corporation to do so, vote against any motion in connection with a resolution of the Community Association which, if passed, would delay, hinder or prevent the implementation of or giving effect to or which would otherwise detrimentally affect any of the Community Designated Matters or which is not of assistance to the Original Owner in the carrying out of any of the Community Designated Matters;

(c) If the Original Owner serves notice requiring the Owners Corporation to do so, vote in favour of any motion in connection with a resolution of the Committee to implement or give effect to or which otherwise beneficially affects any of the Committee Designated Matters or which is of assistance to the Original Owner in the carrying out of the Committee Designated Matters; and

(d) If the Original Owner serves notice requiring the Owners Corporation to do so, vote against any motion in connection with a resolution of the Committee which, if passed, would delay, hinder or prevent the implementation of or giving effect to or which would otherwise detrimentally affect any of the Committee Designated Matters or which is not of assistance to the Original Owner in the carrying out of any of the Committee Designated Matters.

13 Security and Security Keys

13.1 Obligations and rights of Owners Corporation

(a) The Owners Corporation is responsible for the issue, the programming and coding and re-coding of Security Keys.

(b) Owners and Occupiers must return to the Owners Corporation or the Caretaker, their Security Keys for re-coding within 48 hours of being requested to do so by the Owners Corporation.

(c) The Owners Corporation may charge Owners and Occupiers a fee or a bond for:

(i) Any Security Key (whether it is a new Security Key, an additional Security Key or a replacement Security Key); and

(ii) The coding or re-coding of any Security Key.

(d) The Owners Corporation (acting reasonably) may restrict the number of Security Keys it makes available to any Owner or Occupier.

13.2 Obligations of Owners and Occupiers

(a) Owners and Occupiers must not do or permit anything which may prejudice the security or safety of the Building.

(b) Owners and Occupiers must close all security doors and gates when they pass through them.

(c) Owners and Occupiers must exercise great care in making a Security Key available to users of their Lot.

(d) When vacating a Lot, Occupiers must take all reasonable steps to ensure return of the Security Key to the Owner or the Owners Corporation.

(e) Owners and Occupiers must promptly notify the Owners Corporation if a Security Key is lost or destroyed.

(f) Owners and Occupiers must not duplicate or permit a Security Key to be duplicated.

(g) Owners and Occupiers must take all reasonable steps to ensure a Security Key is not lost or handed to any person other than another Owner or Occupier or to the Owners Corporation.

13.3 Access

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If it considers it necessary, the Owners Corporation may:

- (a) Close off or restrict by means of a Security Key access to any part of the Common Property not required for access to a Lot on either a temporary or permanent basis;
- (b) Exclude access to any part of the Common Property as a means of monitoring the security of the Building; and
- (c) Restrict by means of a Security Key access from one level of the Building to any other level.

13. 4 Restricted access

- (a) If the Owners Corporation restricts access under by-law 10.3, the Owners Corporation may make available to Owners and Occupiers free of charge or for a charge or bond (at the election of the Owners Corporation) the number of Security Keys which the Owners Corporation considers necessary.
- (b) The Owners Corporation may charge Owners and Occupiers a fee or a bond for any additional or extra Security Key they may require.
- (c) Owners and Occupiers must not duplicate or permit a Security Key to be duplicated and must take all reasonable steps to ensure a Security Key is not lost or handed to any person other than another Owner or Occupier or to the Owners Corporation.

13. 5 Owners Corporation may re-code Security Keys

The Owners Corporation has the power to re-code Security Keys and to require Owners and Occupiers to return their Security Keys to have them re-coded.

13. 6 Agreement with third party

The Owners Corporation has the power to make agreements with other parties to manage the Security Keys system for a charge, and if it does, Owners and Occupiers must deal with that party and pay the fee or bond that party may require for Security Keys.

14 Moving and Delivering

14.1 Large and heavy Items

- (a) This by-law relates to moving in and out of the Building, taking delivery of items in the Building and moving large or heavy items through the Common Property.
- (b) Subject to the other terms of these by-laws, when moving in and out of the Building or taking delivery of large or heavy items, Owners and Occupiers must:
 - (1) provide the Owners Corporation with no less than 48 hours prior written notice (to provide amongst other things sufficient time for the placement of protective curtains in the lift);
 - (2) not pass through either the Rowe Street or First Avenue Lobbies;
 - (3) use the Service Lift or the Loading Dock ramp located in Rowe Street;
 - (4) where appropriate, use street access from Rowe Street or First Avenue to access their Lot.
 - (5) comply with the reasonable requirements and reasonable Rules of the Owners Corporation.
- (c) If the Owners Corporation has appointed a Caretaker, Owners and Occupiers must comply with his requirements.

14.2 Damage

Owners and Occupiers must not do any damage to the Common Property, or must immediately make good any such damage they have caused to their Lot,

15 Access to Common Property by Service Providers

15.1 Obligation on Owners Corporation

The Owners Corporation must put in place arrangements to allow access to the Building by Service Providers.

16 Smoking

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- (a) Smoking is not permitted on any part of the Common Property, including in the Lobby, lift stairwell and corridor areas.
- (b) Smoke must not be permitted to enter Common Property areas or the Lot of any other person.
- (c) Cigarette butts must not be dropped or thrown onto Common Property or Lot of any other person.

17 Occupation and Use of Lots

17.1 General

(a) Owners and Occupiers must:

(i) Keep their Lot clean, tidy and in good repair; and

(ii) Comply with all Laws affecting their Lot.

(b) Owners and Occupiers must not:

(i) Store or use any chemical, liquid, gas or flammable material on their Lot unless it is to be used in the lawful, permitted use of their Lot;

(ii) Use, occupy or allow their Lot to be used or occupied:

(A) For any unlawful purpose; or

(B) For any purpose that may affect, lessen or damage the reputation of the Building;

(iii) Break any Law whilst on their Lot;

(iv) Place or hang laundry, towels, rugs, bedding or any other similar item on any part of their Lot that is visible from outside their Lot;

(v) Keep anything which is visible from outside their Lot which is inconsistent with the visual aesthetics of the Building;

(vi) Operate or allow to operate any device or electronic equipment on their Lot which interferes with any domestic appliance lawfully in use in the Building or another Lot;

(vii) Place, attach or hang from any part of their Lot or the Common

Property any aerial or any security device or wires; or

(viii) Install or operate any intruder alarm in their Lot which emits an audible signal.

17.2 Floor Coverings

Owners and Occupiers must ensure the floor space within their Lot is covered or otherwise treated so as to prevent the transmission of noise from such floor space which is likely to disturb the peaceful enjoyment of another Lot (kitchens, bathrooms and laundries excluded).

17.3 Window Coverings

(a) Owners and Occupiers must ensure the window treatment of their Lot (such as curtains, blinds, shutters and louvres) is either of a neutral or off white colour or a colour approved by the Owners Corporation.

(b) Owners and Occupiers must not attach, erect, install or affix vertical blinds in their Lot which are visible from outside their Lot.

(c) Owners and Occupiers must not tint the windows or glass doors of their Lot with reflective tint.

(d) Owners and Occupiers must not without the consent of the Owners Corporation:

(i) Tint the windows or glass door of their Lot with any type of tint;

(ii) Attach, erect, install or affix any window treatment to the outside of the windows or doors on their Lot (such as louvres, shutters, awnings, sun shades or sun blinds); or

(iii) Attach, erect, install or affix any bars, screens (whether security screens or insect screens), grilles, locks or any other safety device on the interior or exterior of windows or doors in their Lot which are visible from outside the Lot.

(e) Owners and Occupiers may, with the consent of the Owners Corporation, attach, erect, install or affix fly screens to the outside of the windows or doors on their Lot.

17.4 Cleaning windows

(a) Owners and Occupiers must keep clean all interior surfaces and exterior surfaces of glass in windows and doors on the boundary of their Lot, including so much as is Common Property, unless:

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(i) The Owners Corporation resolves that it will keep the glass or specified part of the glass clean; or

(ii) That glass or part of the glass cannot be accessed by the Owner or Occupier of the Lot safely or at all.

(b) The Owners Corporation may decide:

(i) To keep clean that part of the Common Property which is the glass surface of any window or door

(ii) Not to keep clean that part of the Common Property which is the glass surface of any window or door on the boundary of any Lot or Lots.

17.5 Balconies

(a) Owners and Occupiers must;

(i) Keep the Balconies of their Lot clean, tidy and in good repair; and

(ii) Ensure those parts of the Balcony rails and door and window frames on the boundary of their Lot which are Common Property are cleaned on a regular basis so as to prevent corrosion, rusting and weathering.

(b) Owners and Occupiers must not place any item on the Balcony of their Lot;

(i) Which is fixed;

(ii) Which is inconsistent with the Balcony's use as a Balcony; or

(iii) Which is inconsistent with the aesthetics and appearance of the Building.

(c) Owners and Occupiers must not use the Balcony of their Lot for storage purposes.

(d) Owners and Occupiers must not place or hang laundry, towels, rugs, bedding or any other similar item on the Balcony of their Lot.

17.6 Winter Gardens

(a) Owners and Occupiers must;

(i) Keep the Winter Garden of their Lot clean, tidy and in good repair; and

(ii) Ensure those parts of the Winter Garden's rails and door and window frames on the boundary of their Lot which are Common Property are cleaned on a regular basis so as to prevent corrosion, rusting and weathering.

(b) Owners and Occupiers must not place any item on the Winter Garden of their Lot;

(i) Which is fixed;

(ii) Which is inconsistent with the Winter Garden's use as a winter Garden; or

(iii) Which is inconsistent with the aesthetics and appearance of the Building.

(c) Owners and Occupiers must not use the Winter Garden of their Lot for storage purposes.

(d) Owners and Occupiers must not place or hang laundry, towels, rugs, bedding or any other similar item on the Winter Garden of their Lot.

17.7 Planter Box

(a) An Owner or Occupier whose Lot includes a Planter Box on the boundary of the Lot or a Balcony or Winter Garden adjoining or within the Lot must ensure that:

(i) So far as is practicable any grass and plants in the Planter Box are Maintained in a healthy and vigorous condition;

(ii) Any grass or plant which is damaged, diseased or dies is promptly replaced, where practicable, with grass or a plant of the same species and similar size or with another plant as agreed with the Owners Corporation;

(iii) The Planter Box and Irrigation System are properly Maintained and kept in a state of good repair in accordance with the directions given by the Owners Corporation from time to time; and

(iv) The Irrigation System is not turned off, removed or otherwise interfered with.

(b) If an Owner or Occupier fails to comply with this by-law 17.6 the Owners Corporation may give notice requiring compliance.

(c) If an Owner or Occupier fails to comply with a notice given under this by-law

17.6, The Owners Corporation may at the expense of the Owner or Occupier, carry out works reasonably necessary to ensure compliance with this by-law 17.6.

(d) Any expense incurred by the Owners Corporation under this by-law 17.6 is recoverable as a debt against the Owner or Occupier in a court or tribunal of competent jurisdiction.

17.8 Barbeques

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Owners and Occupiers must not:

(a) Place or operate a barbeque on the Balcony of their Lot unless:

(i) It has a cover; or

(ii) It is a barbeque approved by, or a type approved by, the Owners Corporation; or

(b) Permit any smoke or odour to emit from a barbeque on their Lot which causes or is likely to cause a nuisance to the Owners and Occupiers of other Lots.

17.9 Car Spaces

(a) If a Lot comprises a Car Space, such Car Space must only be used for the parking of registered and operational Vehicles and must not be used for any other purpose, including:

(i) As a storage area;

(ii) For the washing of Vehicles or equipment;

(iii) For the carrying out of mechanical or other repairs; or

(iv) To park boats, caravans or trailers.

(b) An Owner or Occupier must not install or erect any storage facility, whether fixed or moveable, within a Car Space.

(c) A Car Space must not be enclosed.

(d) The Owners Corporation is not responsible for:

(i) Anything stolen from a Car Space; or

(ii) Damage to a Vehicle in a Car Space, including, damage to a Vehicle entering or leaving the Car Space.

17.10 Storage Spaces

(a) Owners and Occupiers:

(i) Must keep their Storage Space clean and tidy;

(ii) Must keep clear the fire sprinklers in their Storage Space;

(iii) Must not store any inflammable material in their Storage Space;

(iv) May only use their Storage Space for storage purposes associated with the use of their Lot and for no other purpose.

17.11 Commercial operations

(a) The Owners Corporation must be notified by an Owner or Occupier:

(i) Who is carrying out or intends to carry out; or

(ii) Who permits or intends to permit any person to carry out, commercial operations from their Lot.

(b) On request by the Owners Corporation, each Owner and Occupier of a Lot must give the Owners Corporation a copy of the consents they hold in connection with any commercial activities being operated on their Lot.

(c) The provisions of this by-law do not apply to any commercial activities carried out on the Display Lot and the Management Lot.

18 Access Through Lots

18.1 Owners Corporation and Caretaker may have access

(a) The Owners Corporation and the Caretaker, by each of their respective agents, employees and/or contractors and, with or without tools and materials may enter, have access to and go through a Lot or any part of a Lot for the purposes of:

(i) Carrying out work required to be carried out by the Owners Corporation in accordance with the requirements of the Management Act;

(ii) Carrying out work required to be carried out by the Owners Corporation by a notice served on it by any Authority;

(iii) Carrying out work required to be carried out by the Owners Corporation by an order under the Management Act;

(iv) Carrying out work required to be carried out by the Owners Corporation in accordance with its rights and obligations in these by-laws;

(v) Carrying out work to the gardens and planter boxes in the Common Property; and

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(vi) Accessing anchor points attached to Common Property adjacent to or near the Lot.

18.2 Obligation on Owners and Occupiers

(a) Owners and Occupiers must permit the Owners Corporation and the Caretaker to temporarily store any necessary equipment or material on their Lot in order for the Owners Corporation and the Caretaker to undertake their respective functions in this by-law.

(b) Owners and Occupiers must not obstruct or hinder the Owners Corporation or the Caretaker in the exercise of their respective functions in this by-law.

(c) If access is required through a Car Space then the Owner or Occupier of the relevant Lot must temporarily move any Vehicle from the Car Space if requested to do so by the Owners Corporation or the Caretaker.

19 Rules and Codes

19.1 Power of Owners Corporation to make Rules and Codes

The Owners Corporation may make Rules and Codes relating to matters associated with:

(a) The use and management of the Building;

(b) The security and control of the Building;

(c) The manner of treating windows and glass doors of Lots (such as the type and colour of permitted window treatment);

(d) The type of bars, screens (whether security screens or insect screens), grilles, locks or any other safety devices on the interior or exterior of windows or doors in Lots;

(e) The appearance of Lots;

(f) The appearance of the Building;

(g) The type of furniture and other items which are prohibited from being placed on Balconies;

(h) The type of Signs;

(i) Pets within the Parcel including:

(i) The manner in which applications for consent are to be made;

(ii) Which pets are permitted without the consent of the Owners Corporation;

(iii) Which pets are permitted with the consent of the Owners Corporation, which may not be unreasonably withheld;

(iv) The information to be included when making an application for consent; and

(v) Procedures to be followed if there is a breach of the Rule; and

(j) Any other matter determined by the Owners Corporation.

19.2 Amending or replacing Rules or Codes

(a) The Owners Corporation may amend or replace any Rule or Code,

(b) The Owners Corporation must display any new or amended Rule or Code on the notice board of the Building for at least 7 days, or send a copy to each Owner.

(c) An Owner must send a copy of any new Rule or Code to any Occupier of their Lot within 7 days of receiving a copy from the Owners Corporation.

19.3 Owners and Occupiers bound

Owners and Occupiers are bound by the Rules and the Codes and must comply with them at all times.

19.4 Breach

Breach of a Rule or Code by an Owner, Occupier or the Owners Corporation will be regarded as, and deemed to be, a breach of these By-laws.

20 Provision of Amenities or Services

20.1 Owners Corporation may contract out

The Owners Corporation may determine to enter into arrangements for the provision of amenities or services to one or more of the Lots, or to the Owners or Occupiers of one or more of the Lots, including (this list is not exhaustive):

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- (a) window cleaning;
- (b) Garbage disposal and recycling services;
- (c) electricity, water or gas supply; and
- (d) telecommunication services (for example, cable television).

20.2 Services fee

If the Owners Corporation makes a resolution referred to in by-law 20.1 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.

21 Complaints, Applications and Breach

21.1 Complaints and applications to be in writing

- (a) Any complaint or application to the Owners Corporation or the Executive Committee by an Owner or Occupier must be addressed in writing to the party nominated from time to time by the Owners Corporation to accept that complaint or application.
- (b) If the Owners Corporation has not made a nomination, then complaints and applications must be addressed to the Managing Agent, or if the Owners Corporation has not appointed a Managing Agent, to the Executive Committee.

21.2 Remedy against an Owner or Occupier

(a) The Owners Corporation may do anything on a Lot or in connection with a Lot which should have been done by an Owner or Occupier under the By-laws or under any Rules made by the Owners Corporation but which has not been done, or has not been done properly.

(b) If an Owner or Occupier of a Lot is in breach of the By-laws or any applicable Rules, the Owners Corporation may give a notice of the breach to the Owner or Occupier of the Lot.

(c) The notice of breach must:

- (i) Specify the nature of the breach;
- (ii) Set out the provisions in the Management Act, the By-laws or any applicable Rules upon which the Owners Corporation relies;
- (iii) Provide a reasonable period, having regard to the nature of the breach, for the Owner or Occupier of a Lot, to remedy the breach; and
- (iv) Specify when it proposes to do the thing it is entitled to do under by-law

21.2(d), including entering their Lot.

(d) If a notice of breach has been served and the Owner, Occupier of a Lot has failed to remedy the breach in accordance with the requirements of the notice, then the Owners Corporation is entitled to:

- (i) Enter and remain on the Lot for as long as it is necessary;
- (ii) Carry out works; and
- (iii) Recover any costs under the By-laws from the Owner or Occupier of the Lot.

(e) The Owners Corporation may recover any monies owing to it under these By-laws as a debt in any competent court of jurisdiction.

(f) During the period an amount payable under this by-law remains unpaid, interest on that unpaid amount is payable to the Owners Corporation, such interest to be payable on demand and calculated on daily balances at the rate equal to 2% per annum above the rate quoted from time to time by the Owners Corporation's principal bankers on overdraft accommodation in excess of \$100,000.00.

22 Lease or Licence of Lots

22.1 General

This by-law applies to Lots that are leased or licensed or otherwise occupied by a party other than the Owner.

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22.2 Obligations of Owners

(a) If an Owner of a Lot has leased or licensed that Lot, the Owner must:

(i) ensure the Occupiers of the Lot have a copy of the most recent version of the By-laws and of any Rule or Code (including any amendments or changes from time to time)

(ii) ensure the Occupiers comply with the By-laws and any Rule or Code;

(iii) act promptly to comply with any reasonable notice the Owner may receive from the Owners Corporation, the Executive Committee, the Managing Agent; the Caretaker or building manager (if any) about the Occupiers;

(iv) take all action available to ensure the Occupiers comply with all By-laws, Rules and Codes or any reasonable notice the Owner receives from the Owners Corporation.

(v) no later than 7 days after the commencing date of any rental agreement, provide to the Owners Corporation and the Caretaker (if any) a copy of the rental agreement together with contact details of the Occupier and the managing agent; and

(vi) ensure the Occupier give to the Owners Corporation or the Caretaker (if any) a photo identification of the Occupier no later than 7 days after the commencing date of the rental agreement.

(b) If an Owner intends showing a Lot or permitting another person to show a Lot to a prospective Occupier before 9:00am in the morning or after 9:00pm in evening, then for the proper safety and security of the Building the Owner must notify the Owners Corporation and Caretaker (if any) of these times.

22.3 Obligations of Occupiers

If an Owner of a Lot has leased or licensed that Lot, the Occupier:

(a) must comply with the By-laws and any Rule or Code;

(b) must promptly comply with any notice it receives from the Owners Corporation, the Executive Committee, the Managing Agent, the Caretaker or building manager (if any)

(c) when requested to do so, must promptly give the Owners Corporation and the Caretaker the Occupier's contact details; and

(d) when requested to do so, must promptly give the Owners Corporation and the Caretaker the Occupier's photo identification.

23 Compensation to the Owners Corporation

23.1 Damage

Owners and Occupiers must compensate the Owners Corporation for any damage to the Common Property or personal property vested in the Owners Corporation caused by them or any of their invitees.

23.2 Costs

Owners and Occupiers must reimburse the Owners Corporation for any costs incurred by the Owners Corporation as a result of breach of the by-laws by them or anyone under their control.

24 Reimbursement of Owners Corporation

(a) if any part of the Common Property, or any personal property of the Owners Corporation, is damaged by the action or inaction of an Owner or Occupier, or any invitee of that Owner or Occupier, the Owners Corporation may, subject to the Management Act, recover from the Owner or the Occupier as applicable, as a debt due and payable to the Owners Corporation, the costs reasonably incurred by the Owners Corporation in rectifying the damage.

(b) If as a result of the action or inaction of an Owner or Occupier, or any invitee of that Owner or Occupier, any:

(i) emergency service agency (such as the fire brigade); or

(ii) service provider

is required to and attends the Building and, as a result of that attendance, a charge is imposed on, or any costs incurred by, the Owners Corporation, the Owners Corporation may recover the amount of that charge or those costs, as applicable, from the relevant Owner or Occupier as a debt due and payable to the Owners Corporation.

(c) If the costs incurred by, or the charges imposed on, the Owners Corporation, as described in this by-law, are

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not reimbursed in full to the Owners Corporation within one month after the date on which notice of those costs or charges has been given to the relevant Owner or Occupier, the Owner or Occupier, as applicable, will be liable for and must pay interest on the applicable costs or charges (or so much of them that remain unpaid) at the interest Rate until the costs or damages are reimbursed in full.

(d) If any costs, charges or interest referred to in this by-law remain unpaid, the Owners Corporation may include reference to that debt on notices issued in respect of the Lot under Section 109 of the Management Act.

25 Animals

25.1 Permitted

(a) Subject to section 49(4) of the Management Act and by-laws 24.1(b), 24.1(c), 24.2 and 24.3, Owners and Occupiers may keep an animal or animal in their Lot with the consent of the Owners Corporation which consent must not be reasonably withheld,

(b) All dogs and cats must be registered with the appropriate Authority.

(c) No more than 2 animals may be kept or permitted to remain on a Lot at any one time.

25.2 Prohibited

The following animals are not permitted to visit or be kept on any Lot or on any part of the Parcel:

(a) any dog and cat that is not registered with the appropriate Authority

(b) any dog which is declared dangerous under the Companion Animals Act 1998 (NSW)

(c) any animals declared by the Executive Committee to be a prohibited animal (the provisions of this by-law are not retrospective); and

(d) and dog which the Australian Government prohibits from importation into Australia (the provisions of this by-law are not retrospective)

24.3 Pet Policy

(a) owners and Occupiers must comply with the Pet Policy, for the Building.

(b) if an Owner or Occupier has an animal and has repeatedly failed to comply with the Pet Policy, then in addition to the rights of the Owners Corporation under by-law 20.2, after a notice of breach, is served and not remedied, the Executive Committee may, acting reasonably, require that the subject animal is permanently removed from the Building.

25.4 Obligations

In relation to any animal owned or in the care of an Owner or Occupier or owned or in the care of any visitor or invitee of an Owner or Occupier, the Owner or Occupier must:

(a) clean up all excrement or refuse left on Common Property by the animal

(b) make good, or bear the cost of making good, any damage to Common Property by the animal; and

(c) ensure all animals are on a leash, caged or otherwise contained when on the Common Property.

26 Signs

26.1 Prohibited

Owners must not attach, erect or exhibit a Sign to or on Common Property or their Lot which is visible from outside their Lot.

26.2 Qualification

The provisions of this by-law do not apply to a Sign attached, erected or exhibited:

(a) on any part of the Building by the Original Owner, a party on behalf of the Original Owner or a party authorised by the Original Owner;

(b) on any part of the Building by the Developer, any party on behalf of the Developer or any party authorised by

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the Developer;

(c) on any part of the Building by the Building Manager or a party on behalf of the Building Manager in connection with a service or duty provided by the Building Manager to the Owners Corporation; or

(d) on any part of the Building pursuant to the right to do so under an Exclusive Use By-law or Easement.

27 Notice Board

(a) The Owners Corporation may install and keep in an appropriate location within the Common Property a notice board (Notice Board).

(b) It is intended that, if installed, the Owners Corporation use the Notice Board to display copies of notices of meetings of the Owners Corporation and of the executive committee, the minutes of such meetings and any other notices or information which the Owners Corporation considers appropriate to be displayed.

28 Garbage Disposal for All Lots

28.1 General

(a) Owners and Occupiers may only dispose of Garbage in the manner contemplated by this by-law.

(b) Owners and Occupiers must not place or leave Garbage anywhere on the Common Property other than in accordance with the By-laws or as directed by the Owners Corporation.

(c) Owners and Occupiers must:

(i) Promptly remove any Garbage that may have been spilled anywhere on the Common Property; and

(ii) Promptly clean the area on which the Garbage has been spilled.

28.2 Non-recyclable Garbage

(a) Garbage that is non-recyclable material must be:

(i) Separated from Garbage that is recyclable;

(ii) prepared and separated in accordance with any applicable recycling guidelines for the Building (prepared by the Owners Corporation, the Council or any relevant Authority); and

(iii) Securely wrapped in small parcels (any tins or other containers must be completely drained before being wrapped).

(b) Garbage that is non-recyclable material must be placed in the garbage chute located nearest to the relevant Owner's or Occupier's Apartment.

(c) Owners and Occupiers must not place or leave Garbage that is non-recyclable material in any Garbage Room, in any Garbage Chute Room or anywhere else on the Common Property.

28.3 Recyclable Garbage

(a) Garbage that is recyclable material must be:

(i) Separated from Garbage that is non-recyclable;

(ii) Prepared and separated in accordance with any applicable recycling guidelines for the Building (prepared by the Owners Corporation, the Council or any relevant Authority); and

(iii) in the case of bottles, completely drained.

(b) Garbage that is recyclable material must be placed in the relevant receptacles located in the Designated Recyclable Garbage Areas.

29 Insurance Premiums

29.1 Obligations of Owners and Occupiers

(a) Unless there is prior written consent of the Owners Corporation, Owners and Occupiers may not do or permit anything which may invalidate, suspend or increase the premium for any insurance policy effected by the Owners Corporation.

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(b) Owners and Occupiers must immediately notify the Owners Corporation of any activity carried out, intended to be carried out or permitted to be carried out on their Lot which may increase the premiums for the insurances held by the Owners Corporation.

29.2 Owner or Occupier liable

(a) Consent under by-law 29.1(a) allows the Owners Corporation to require an Owner or Occupier to reimburse the Owners Corporation for the higher premium.

(b) Owners are responsible to pay the amount by which any insurance premium may increase as a result of any activity being carried out on their Lot. The increased amount must be paid from time to time on demand from the Owners Corporation. A letter from the broker for the Owners Corporation is, in the absence of manifest error, conclusive evidence of the increased amount.

30 Building Works

30.1 Approval of Owners Corporation required

(a) Building Works are either Minor Building Works or Major Building Works

(b) Owners who intend to carry out Minor Building Works must comply with by-law 30.

(c) Owners who intend to carry out Major Building Works must comply with by-law 31.

30.2 Occupiers

Occupiers must not carry out Minor Building Works or Major Works of any kind.

30.3 Qualification

The provision of this by-law do not apply:

(a) to any Building Works carried out by or on behalf of the Original Owner;

(b) to any Building Works carried out by or on behalf of the Owner of the Management Lot; and

(c) any Fit Out Works carried out pursuant to the right to do so under an Exclusive Use By-law.

31 Minor Building Works

31.1 Pre-conditions to commencing to carry out Minor Building Works

Owners must not carry out or commence to carry out Minor Building Works unless:

(a) The Owners Corporation has been given the following written information in connection with the works at least 14 days prior to commencing the works:

(i) Details of the nature of the works;

(ii) Details of the builder/contractor carrying out the works (and a point of contact (including name and telephone number)); and

(iii) Details of the proposed commencing date and completion date of the works;

(b) All necessary consents from the relevant Authorities have been procured (including a Development Consent (if applicable)) and copies given to the Owners Corporation;

(c) All relevant insurances (if applicable) are in place and copies of the policy and a certificate of currency given to the Owners Corporation; and

(d) If it is intended that Flooring Works be carried out and if the Owners Corporation so requests, provide a report from an acoustic engineer, confirming that the proposed flooring finish will comply with the Building Code of Australia, or any other applicable Code, in respect of any requirements relating to sound transmission and insulation.

31.2 Conditions when carrying out Minor Building Works

An Owner carrying out Minor Building Works must:

(a) Comply with the reasonable requirements of the Owners Corporation relating to their conduct;

(b) Comply with the requirements of all relevant Authorities and the consents from the relevant Authorities;

(c) Ensure the works are carried out in a proper and workmanlike manner; (d) use only qualified and, where appropriate, licensed tradesmen;

(e) Ensure the works are carried out without undue delay;

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(f) Ensure no materials, tools, rubbish or debris are left lying about the Common Property;

(g) Cause as little disturbance as is practicable to other Owners and Occupiers;

(h) Ensure no damage is done to any service lines or services installed in the Building, or if damage is caused, immediately make good that damage;

(i) Ensure no damage is caused to the Common Property, or if damage is caused, immediately make good that damage;

j) Ensure no damage is caused to the property of any other Owner or Occupier, or if damage is caused, immediately make good that damage; and

(k) Ensure the works are only carried out within the times permitted by any Development Consent or if there is no Development Consent within any reasonable times prescribed by the Owners Corporation.

31.3 Completion of Minor Building Works

An Owner must on completion of the Minor Building Work, if the Owners Corporation so requests, provide within 14 days of such a request:

(a) A certificate from an appropriately qualified consultant, or consultants, that neither the carrying out of the Minor Building Work nor the use of the result of the Minor Building Work has:

(i) Damaged or interfered with, or will damage or interfere with, any service lines, pipes or conduits whether Common Property or otherwise;

(ii) Damaged or interfered with, or will damage or interfere with, any Common Property that is part of a wall or any other boundary between Lots;

(iii) Damaged or interfered with, or will damage or interfere with, any water proofing or other membrane whether Common Property or otherwise; and

(iv) Detrimentially affected, or will detrimentally affect, the acoustic insulation or the fire protection integrity of the building elements (walls, floors, ceilings and the like) surrounding the Lot; and

(b) If works involved Flooring Works, a report from an acoustic engineer confirming that the relevant flooring finish complies with the Building Code of Australia, or any other applicable Code, in respect of any requirements relating to sound transmission and insulation.

32 Major Building Works

32.1 Approval of Owners Corporation required

Owners must not carry out or commence to carry out Major Building Works unless the works and the plans and specifications relating to the works are first approved by the Owners Corporation in the manner contemplated by this by-law.

32.2 Application to Owners Corporation

An Owner wishing to procure the approval of the Owners Corporation to Major Building Works must:

(a) Make an application in writing to the Managing Agent (or if a managing agent has not been appointed, to the Secretary);

(b) Include with the application:

(i) Any fee prescribed by the Owners Corporation;

(ii) Detailed plans and specifications for the Major Building Works;

(iii) A description of the proposed Major Building Works; and

(iv) Information as to:

(A) whether the proposed Major Building Works are to Common Property or may affect Common Property in any way; and

(B) Whether the proposed Major Building Works will or are likely to impact on or affect the structural integrity of the Building.

32.3 Rights in Owners Corporation

(a) In order for the Owners Corporation to process an application for approval for Major Building Works, the Owners Corporation may:

(i) Require the applicant to submit further information, such as, further plans, specifications or reports;

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- (ii) Waive the requirement to submit detailed plans and specifications;
- (iii) Require the applicant to provide a report or certification from a suitably qualified consultant (approved by the Owners Corporation and addressed to the Owners Corporation) confirming the proposed Major Building Works will not impact on the structural integrity of the Building; or
- (iv) Appoint a consultant to review any material or any information provided by the applicant and to make recommendations (the Owners Corporation may require the applicant to pay for or accept responsibility for payment of the consultant's fees) - new sentence?
- (b) In processing an application, the Owners Corporation:
 - (i) May act in its own discretion;
 - (ii) Approve it unconditionally or may impose conditions; and
 - (iii) May disregard its previous decisions.
- (c) In processing an application, the Owners Corporation may require the payment of a bond;
 - (i) To be applied at the discretion of the Owners Corporation towards any cost incurred by the Owners Corporation in connection with the Major Building Works;
 - (ii) To be applied by the Owners Corporation towards rectification of any possible damage to Common Property as a result of carrying out the Major Building Works; and
 - (iii) To be applied by the Owners Corporation towards any costs incurred by the Owners Corporation in carrying out its rights and functions under this by-law 32.
- (d) The role of the Owners Corporation in processing and approving an application is procedural only. The Owners Corporation does not take any responsibility for the adequacy or appropriateness of any approval it may give.
- (e) If the Owners Corporation has not approved an application for Major Building Works within 42 days of receiving the application then the Owners Corporation will be regarded as not approving the application before it.
- (f) The Owners Corporation may revoke an approval if an Owner does not comply with the conditions in the approval.

32.4 Pre-conditions to commencing to carry out Major Building Works

- (a) The provisions of this by-law apply to all Major Building Works, whether to a Lot or to Common Property.
- (b) Owners must not commence to carry out Major Building Works unless:
 - (i) The Owners Corporation has approved the works in accordance with by-law 32.1;
 - (ii) The Owners Corporation has approved the plans and specifications for the Major Building Works in accordance with by-law 32.1 ;
 - (iii) All necessary consents from the relevant Authorities have been procured (including a Development Consent (if applicable)» and copies provided to the Owners Corporation;
 - (iv) All relevant insurances (if applicable) are in place and copies of the policy and the certificate of currency provided to the Owners Corporation;
 - (v) The bond (if any) required by the Owners Corporation, has been paid to the Owners Corporation;
 - (vi) The Owners Corporation has been given reports and any other information requested by the Owners Corporation in connection with the Major Building Works; and
 - (vii) The Owners Corporation has been given details of the builder/contractor carrying out the works (and a point of contact (including name and telephone number)).

32.5 Pre-conditions to commencing to carry out Major Building Works to Common Property

- (a) The provisions of this by-law apply to Major Building Works to Common Property.
- (b) If Major Building Works (or some part of them) are to Common Property, then in addition to complying with other relevant parts of this by-law 32, the Owner to whom approval has been given must not commence to carry out the Major Building Works unless:
 - (i) A special resolution has first been passed at a meeting of the Owners Corporation specifically authorizing the carrying out of the works; and
 - (ii) If the ongoing maintenance of the Common Property affected by the works is to be the responsibility of the Owner:
 - (A) A special resolution has first been passed at a meeting of the Owners Corporation stipulating the ongoing maintenance of the relevant parts of the Common Property is the responsibility of the Owner;
 - (B) The Owners Corporation has made and registered a by-law to that effect; and
 - (C) The Owner has given the Owners Corporation its written approval to the making of the by-law.

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32.6 Conditions when carrying out Major Building Works

When carrying out Major Building Works an Owner to whom approval has been granted must:

- (a) Comply with the reasonable requirements of the Owners Corporation and any conditions in the approval from the Owners Corporation;
- (b) Comply with the requirements of all relevant Authorities and the consents from the relevant Authorities;
- (c) Ensure the works are carried out in a proper and workmanlike manner;
- (d) Use only qualified and, where appropriate, licensed tradesmen;
- (e) Ensure the works are carried out without undue delay;
- (f) Ensure no materials, tools, rubbish or debris are left lying about the Common Property;
- (g) Cause as little disturbance to other Owners and Occupiers as is practicable;
- (h) Ensure no damage is done to any service lines or services installed in the Building, or if damage is caused, immediately make good that damage;
- (i) Ensure no damage is caused to the Common Property, or if damage is caused, immediately make good that damage;
- (j) Ensure no damage is caused to the property of any other Owner or Occupier, or if damage is caused, immediately make good that damage; and
- (k) Ensure the works are only carried out within the times permitted by any Development Consent or (if applicable) within the times permitted by the approval from the Owners Corporation.

32.7 Access to Common Property

The Owner to whom approval has been granted to carry out Major Building Works is authorized access to all relevant parts of the Common Property for the purposes of carrying out the Major Building Works for such reasonable period of time as may be necessary to carry out the Major Building Works (or for such time as permitted in any approval to the Major Building Works from the Owners Corporation).

32.8 Completion of Major Building Works

On completion of Major Building Works, the Owner who has carried out the works must:

- (a) Ensure all rubbish and debris caused by the works is removed from the Building and environs;
- (b) Ensure the Common Property is left clean and tidy;
- (c) If required by the Owners Corporation, give the Owners Corporation a set of as-built plans of the works; and
- (d) If required by the Owners Corporation, give the Owners Corporation a letter from a suitably qualified consultant (addressed to the Owners Corporation) certifying the completed Major Building Works do not impact on the structural integrity of the Building or upon Common Property.

32.9 Major Building Works must comply with Laws and requirements of Authorities

An Owner who has carried out Major Building Works must ensure the completed works comply with the requirements of all relevant Laws and Authorities and do not result in the Owners Corporation breaching any Law or the requirements of any Authority.

32.10 Indemnity

An Owner who has carried out Major Building Works agrees to indemnify the Owners Corporation and keep the Owners Corporation indemnified for all costs, losses, expenses and damages incurred by the Owners Corporation:

- (a) In connection with the Major Building Works (including costs for approving the Major Building Works); and
- (b) Arising out of damage to property (including, without limitation, to the Common Property) or injury to persons as a result of carrying out the Major Building Works or resulting from the Major Building Works once installed.

32.11 Right in Owners Corporation to remedy

At its election, the Owners Corporation may:

- (a) Perform any obligation which an Owner has failed to perform, within a reasonable time after written notice from the Owners Corporation;
- (b) Enter any part of the Parcel to carry out its rights in this by-law; and
- (c) Recover the costs incurred by the Owners Corporation in carrying out its rights in this by-law as a debt due and owing to the Owners Corporation by the Owner of the relevant Lot, together with interest on any monies due to the Owners Corporation under this by-law and not paid within one month of written demand for payment, such interest to be calculated on daily balances at the rate of 10% per annum, and calculated from the date of receipt by the Owner of the relevant invoice until payment is made.

32.12 Future alterations to Major Building Works

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Owners and Occupiers must not make any alterations, additions or modifications to Major Building Works, once installed, without following the procedures in this by-law 32.

32.13 Major Building Works not permitted to remain

Owners must not permit to remain on their Lot or Common Property any Major Building Works which have not been approved by the Owners Corporation in accordance with this by-law 32. The provisions of this by-law do not apply to any Major Building Works carried out prior to the date of registration of this by-law.

32.14 Development Consent

Approval by the Owners Corporation to a Development Application must not be regarded as approval by the Owners Corporation to carry out the Major Building Works the subject of the Development Application. Approval of the Owners Corporation to the Major Building Works must be obtained following the procedures in this by-law 32.

33 Caretaker Agreement

33.1 Appointment

The Owners Corporation may:

- (a) Appoint a Caretaker to provide the Building Services for the purposes of assisting the Owners Corporation in its functions of managing the Common Property, controlling the use of the Common Property and maintaining and repairing the Common Property; and
- (b) Enter into a Caretaker Agreement referred to in by-law 33.2 to provide those services.

33.2 Terms of the Caretaker Agreement

- (a) There may be several Caretaker Agreements.
- (b) The first Caretaker Agreement may be for the Initial Period and consecutive agreements may be for such term as agreed between the Owners Corporation and the Caretaker.
- (c) The Caretaker Agreement may contain provisions which:
 - (i) Provide for remuneration to the Caretaker of an annual fee to be agreed between the Owners Corporation and the Caretaker; and
 - (ii) Provide for the annual fee to be reviewed annually in accordance with the consumer price index.
- (d) The agreement may include provisions about:
 - (i) The manner in which the Caretaker must carry out the Building Services;
 - (ii) The manner in which employees and contractors are to be engaged;
 - (iii) The manner in which the Caretaker may be reimbursed for expenses; and
 - (iv) The manner in which the agreement may be assigned.
- (e) The agreement may contain provisions pursuant to which the Owners Corporation:
 - (i) Consents to the Caretaker providing the Apartment Services and the Real Estate Services;
 - (ii) Permits the Caretaker to use any part of the Common Property for any of the following purposes providing the Building Services, the Apartment Services and the Real Estate Services or any of them; and
 - (iii) Agrees not to permit any other party to use the Common Property or any part of it for the purpose of providing services similar to the Building Services, Apartment Services or the Real Estate Services.

33.3 Part of Common Property for use by Caretaker

The part of the Common Property designated "AX" on the Strata Plan are regarded as appropriate for the purposes referred to in by-law 33.2(e) (ii).

34 Obstruction of the Caretaker

34.1 Obligations on Owners and Occupiers

Owners and Occupiers must not:

- (a) Interfere with or obstruct the Caretaker from providing the services contemplated by the Caretaker Agreement; and
- (b) Interfere with or obstruct the Caretaker from using any part of the Common Property in providing the services

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contemplated by the Caretaker Agreement.

35 About the By-laws in this Section

35.1 Exclusive Use By-laws

The by-laws in this Section are Exclusive Use By-laws conferring on the Owner of the Lots the subject of this Section exclusive use rights and special privileges in respect of the Common Property. Refer to by-law 3 for an explanation of Exclusive Use By-laws.

35.2 Definitions

In this Section:

- (a) "Lot" means each Residential Lot;
- (b) "Owner" means the Owner of a Lot the subject of this by-law;
- (c) "Air Conditioning System" in connection with a Lot means the split system air conditioning system, either within the Lot or located on the Common Property.
- (d) "Hot Water System" means the central hot water system within the Building, including all equipment, hot water meters and relevant Cables; and
- (e) "Intercom System" means the intercom system within each Lot and on the Common Property and includes the central system and all handsets in Lots.

36 Air Conditioning

36.1 Special privilege

Despite any other By-law to the contrary, the Owner has the special privilege to:

- (a) Keep attached to the Common Property that part of the Air Conditioning System relevant to the Owner's Lot which was so attached as at the date of registration of the Strata Plan; and
- (b) Access all relevant parts of the Common Property to comply with its obligations in this by-law.

36.2 Exclusive use

Despite any other By-law to the contrary, the Owner has the exclusive use of those parts of the Common Property to which the Air Conditioning System is attached.

36.3 Maintenance and repair

The Owner is responsible for:

- (a) The Maintenance of the Air-Conditioning System; and
- (b) The Maintenance of those parts of the Common Property to which the Air-Conditioning System is attached. The obligations in this by-law do not extend to structural maintenance and repair of the Common Property which obligation remains with the Owners Corporation.

36.4 Conditions

The Owner:

- (a) Must keep the Air Conditioning System clean and in a good state of repair and condition;
- (b) Must ensure the Air Conditioning System is regularly maintained by properly qualified contractors; and
- (c) Must comply with, and must ensure its contractors comply with, relevant Work Health and Safety Legislation when operating, maintaining, repairing and renewing the Air-Conditioning System.

37 Hot Water System

37.1 Special privilege

Despite any other By-law to the contrary, the Owner has the special privilege to connect to and use the Hot Water System.

37.2 Exclusive use

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Despite any other By-law to the contrary, the Owner has the exclusive use of those parts of the Hot Water System within the Owner's Lot.

37.3 Maintenance and repair

The Owners Corporation is responsible for the proper Maintenance of, and keeping in a state of good and serviceable repair, the Hot Water System whether located within an Owner's Lot or on the Common Property.

38 Intercom System

38.1 Special privilege

Despite any other By-law to the contrary, the Owner has the special privilege to connect to and use the Intercom System.

38.2 Exclusive use

Despite any other By-law to the contrary, the Owner has the exclusive use of those parts of the Intercom System relating to the Owner's Lot.

38.3 Maintenance and repair

The Owners Corporation is responsible for the proper maintenance of, and keeping in a state of good and serviceable repair, the Intercom System whether located within an Owner's Lot or on the Common Property.

39 About the By-Laws in the Section

39.1 Exclusive Use By-laws

The by-laws in this Section are Exclusive Use By-laws conferring on the Owner of the Lot the subject of this Section exclusive use rights and special privileges in respect of the Common Property. Refer to by-law 3 for an explanation of Exclusive Use By-laws.

39.2 Definitions

In this Section:

- (a) "Fit Out Works" means those works to the Lot required by the Owner of the Lot to enable that Owner to use the Lot for any purpose required by that Owner and includes any initial Fit Out Works or any other works to replace or renew any existing fit out or to install any new or additional fit out;
- (b) "Lot" means the Display Lot;
- (c) "Owner" means the Owner of the Lot the subject of this by-law;
- (d) "Real Estate Activities" means the activities in connection with marketing, selling, leasing and managing Lots in the Building and any other property wherever located; and
- (e) "Relevant Parts of the Common Property" means those parts of the Common Property which are impacted on, penetrated by, or reasonably necessary or associated with affixing or attaching any Sign or associated with any Fit out Works.

40 Real Estate Activities

40.1 Special privilege

The Owner has the special privilege to conduct the Real Estate Activities on the Common Property.

41 Signs

41.1 Special privilege

Despite any By-law to the contrary, the Owner has the special privilege to:

- (a) Affix or attach to any part of the Common Property a Sign or Signs relating to any activity, service or product

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being conducted from or provided from the Parcel;

(b) Make penetrations into, drill holes in and make such other alterations to the Common Property necessary to affix or attach any Sign; and

(c) Access all relevant parts of the Common Property to exercise its rights or to comply with its obligations in this by-law.

41.2 Exclusive use

Despite any other By-law to the contrary, the Owner has the exclusive use of those parts of the Common Property to which any Sign the subject of this by-law is affixed or attached.

41.3 Maintenance and repair

The Owner is responsible for:

(a) The Maintenance of any Sign affixed or attached in accordance with this by-law; and

(b) The proper Maintenance of those parts of the Common Property on which any Sign the subject of this by-law is affixed or attached. The obligations in this by-law do not extend to structural maintenance and repair of the Common Property which obligation remains with the Owners Corporation.

41.4 Conditions

The Owner:

(a) Must keep all Signs the subject of this by-law in a good state of repair and condition; and

(b) Must comply with all Laws and the requirements of all relevant Authorities relevant to all Signs the subject of this by-law.

42 Fit Out Works

42.1 Special privilege

Despite any other By-law to the contrary, the Owner has:

(a) The special privilege to carry out Fit out Works to the Lot and Relevant parts of the Common Property;

(b) The special privilege to access or penetrate all Relevant parts of the Common Property for such time as may be reasonable for the purposes of carrying out the Fit Out Works; and

(c) The special privilege to make any Development Application or application for a Construction Certificate in connection with the Fit out Works (and in this regard, by-law 4.4 is relevant).

42.2 Notification to Owners Corporation

Within a reasonable time of carrying out any Fit Out Works the subject of this by-law, the Owner must give the Owners Corporation details of the Fit Out Works and the manner in which they have impacted on or are constructed on Common Property, accompanied by plans and specifications identifying the Fit Out Works (to the extent they impact on or are constructed on or contained in Common Property).

42.3 Exclusive use

The Owner has the exclusive use of that part or those parts of the Common Property which are altered or added to as a consequence of carrying out any Fit out Works the subject of this by-law.

42.4 Maintenance and repair

The Owner is responsible for the proper Maintenance of that part or those parts of the Common Property which is altered or added to as a consequence of carrying out Fit out Works the subject of this by-law.

42.5 Conditions

The Owner:

(a) Must comply with the requirements of all Authorities in connection with any Fit Out Works the subject of this by-law;

(b) Must comply with the BCA Requirements in connection with the installation and use of any Fit Out Works the subject of this by-law; and

(c) When installing, inspecting, repairing, Maintaining or renewing any Fit Out Works the subject of this by-law, must:

(i) Ensure the works are carried out in a proper and workmanlike manner;

(ii) Use only qualified and where appropriate, licensed tradesmen;

(iii) Ensure the works are carried out without undue delay;

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- (iv) Ensure no materials, tools, rubbish or debris are left lying about the Common Property;
- (v) Cause as little disturbance as is practicable to other Owners and Occupiers;
- (vi) Ensure no damage is done to any service lines or services installed in the Building, or if damage is caused, immediately make good that damage;
- (vii) Ensure no damage is caused to the Common Property, or if damage is caused, immediately make good that damage; and
- (viii) Ensure no damage is caused to the property of any other Owner or Occupier, or if damage is caused, immediately make good that damage.

43 About the By-laws in this Section

43.1 Exclusive Use By-laws

The by-laws in this Section are Exclusive Use By-laws conferring on the Owner of the Lot the subject of this Section exclusive use rights and special privileges in respect of the Common Property. Refer to by-law 3 for an explanation of Exclusive Use

By-laws.

43.2 Definitions

In this Section 11:

- (a) "Air Conditioning System" means a packaged condensing unit with inbuilt compressor and associated Cables;
- (b) "Conducting Medium" means any wire, cable, pipe, line, duct, chute, drain, exhaust flue or duct, kitchen flue or duct, riser duct, service duct and other apparatus through or in which a Service passes, stored or contained;
- (c) "Fit Out Works" means those works to a Lot required by the Owner of the Lot to enable that Owner to use the Lot for any purpose required by that Owner: the expression includes any initial Fit Out Works or any other works to replace or renew any existing fit out or to install any new or additional fit out;
- (d) "Hot Water System" means the central hot water system within the Building, including all equipment, hot water meters and relevant Cables;
- (e) "Intercom System" means the intercom system within each Lot and on the Common Property: the expression includes the central system and all handsets in Lots;
- (f) "Lot" means the Management Lot;
- (g) "Owner" means the Owner of the Lot the subject of this by-law;
- (h) "Relevant parts of the Common Property" means those parts of the Common Property which are impacted on, penetrated by, or reasonably necessary or associated with Fit Out Works;
- (i) "Service" includes water, hot water, sewerage, drainage, sullage, fluid wastes, gas, electricity, oil, ventilation, exhaust, kitchen exhaust, air, ducted air, conditioned air, telephone, telecommunications, television impulses or signal, radio impulses or signals, or any other prescribed service; and
- (j) "Works" means the works associated with the installation of an Air Conditioning System: the expression includes the installation of Conducting Media.

44 Signs

44.1 Special privilege

Despite any By-law to the contrary, the Owner has the special privilege to:

- (a) Affix or attach to any part of the Common Property a Sign or Signs relating to any activity, service or product being conducted from or provided from the Lot;
- (b) Make penetrations into, drill holes in and make such other alterations to the Common Property necessary to affix or attach any Sign; and
- (c) Access all relevant parts of the Common Property to exercise its rights or to comply with its obligations in this by-law.

44.2 Exclusive use

Despite any other by-law to the contrary, the Owner has the exclusive use of those parts of the Common Property

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to which any Sign the subject of this by-law is affixed or attached.

44.3 Maintenance and repair

The Owner is responsible for:

- (a) The Maintenance of any Sign affixed or attached in accordance with this by-law; and
- (b) The proper Maintenance of those parts of the Common Property on which any Sign the subject of this by-law is affixed or attached. The obligations in this by-law do not extend to structural maintenance and repair of the Common Property which obligation remains with the Owners Corporation.

44.4 Conditions

The Owner:

- (a) Must keep all Signs the subject of this by-law in a good state of repair and condition; and
- (b) Must comply with all Laws and the requirements of all relevant Authorities relevant to all Signs the subject of this by-law.

45 Fit Out Works

45.1 Special privilege

Despite any other By-law to the contrary, the Owner has:

- (a) The special privilege to carry out Fit out Works to the Lot and Relevant parts of the Common Property;
- (b) The special privilege to access or penetrate all Relevant parts of the Common Property for such time as may be reasonable for the purposes of carrying out the Fit Out Works; and
- (c) The special privilege to make any Development Application or application for a Construction Certificate in connection with the Fit out Works (and in this regard, by-law 4.4 is relevant).

45.2 Notification to Owners Corporation

Within a reasonable time of carrying out any Fit Out Works the subject of this by-law, the Owner must give the Owners Corporation details of the Fit Out Works and the manner in which they have impacted on or are constructed on Common Property, accompanied by plans and specifications identifying the Fit Out Works (to the extent they impact on or are constructed on or contained in Common Property).

45.3 Exclusive use

The Owner has the exclusive use of that part or those parts of the Common Property which are altered or added to as a consequence of carrying out any Fit out Work the subject of this by-law.

45.4 Maintenance and repair

The Owner is responsible for the proper Maintenance of that part or those parts of the Common Property which is altered or added to as a consequence of carrying out Fit out Works the subject of this by-law.

45.5 Conditions

The Owner:

- (a) Must comply with the requirements of all Authorities in connection with any Fit Out Works the subject of this by-law;
- (b) Must comply with the SCA Requirements in connection with the installation and use of any Fit Out Works the subject of this by-law; and
- (c) When installing, inspecting, repairing, Maintaining or renewing any fit out Works the subject of this by-law, must:
 - (i) Ensure the works are carried out in a proper and workmanlike manner;
 - (ii) Use only qualified and where appropriate, licensed tradesmen;
 - (iii) Ensure the works are carried out without undue delay;
 - (iv) Ensure no materials, tools, rubbish or debris are left lying about the Common Property;
 - (v) Cause as little disturbance as is practicable to other Owners and Occupiers;
 - (vi) Ensure no damage is done to any service lines or services installed in the Building, or if damage is caused, immediately make good that damage;
 - (vii) Ensure no damage is caused to the Common Property, or if damage is caused, immediately make good that damage; and
 - (viii) Ensure no damage is caused to the property of any other Owner or Occupier, or if damage is caused,

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immediately make good that damage.

46 Air Conditioning

46.1 Special privilege

Despite any other By-law to the contrary, the Owner has the special privilege:

- (a) To carry out the Works to the Common Property; and
- (b) To make penetrations into, to drill holes in and make such other alterations to the Common Property necessary to carry out the Works.

46.2 Exclusive use

The Owner has the exclusive use of that part or those parts of the Common Property which are altered or added to as a consequence of carrying out any Works the subject of this by-law.

46.3 Maintenance and repair

The Owner is responsible for:

- (a) For the operation, cleaning, maintenance, repair, renewal and replacement of the Air Conditioning System whether contained within its Lot or on Common Property; and
- (b) For the proper maintenance of, and keeping in a state of good and serviceable repair, that part of the Common Property to which the Air Conditioning System is located or attached.

46.4 Conditions

The Owner must:

- (a) Install an Air Conditioning System which complies with BCA Requirements (if relevant);
- (b) Install the Air Conditioning System on a part of the Common Property so that it does not interfere with the occupation or use of the Common Property by another Owner or Occupier;
- (c) Comply with the requirements of all relevant Authorities and the consents from the relevant Authorities;
- (d) Ensure the Works are carried out in a proper and workmanlike manner;
- (e) Use only qualified and where appropriate, licensed tradesmen;
- (f) Ensure the Works are carried out without undue delay;
- (g) Ensure no materials, tools, rubbish or debris are left lying about the Common Property;
- (h) Cause as little disturbance as is practicable to other Owners and Occupiers;
- (i) Ensure no damage is done to any service lines or services installed in the Building, or if damage is caused, immediately make good that damage;
- (j) Ensure no damage is caused to the Common Property, or if damage is caused, immediately make good that damage; and
- (k) Ensure no damage is caused to the property of any other Owner or Occupier, or if damage is caused, immediately make good that damage.

47 Services

47.1 Special privilege

Despite any other By-law to the contrary, the Owner has:

- (a) The special privilege to construct, install, attach and place in the Common Property Conducting Media for the purposes of the provision of, the passage of or the storage of a Service or Services to and from the Lot or in connection with the Lot;
- (b) The special privilege to pass, store or contain a Service in any Conducting Medium referred to in this by-law;
- (c) The special privilege to access the Common Property for such time as may be reasonable for the purposes of:
 - (i) Exercising its rights in this by-law; and
 - (ii) Inspecting, cleaning, repairing, Maintaining and renewing a Conducting Medium; and
- (d) The special privilege to connect to and use the existing Services in the Building.

47.2 Maintenance and repair

The Owner is responsible for:

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- (a) The proper maintenance, repair and replacement of any Conducting Medium the subject of this by-law; and
- (b) The proper maintenance of, and keeping in a state of good and serviceable repair, those parts of the Common Property to which any Conducting Medium the subject of this by-law is constructed, installed, attached or placed.

47.3 Conditions

The Owner must:

- (a) Prior to exercising the right to install a Conducting Medium, ensure that Conducting Medium will not interfere with the peaceful enjoyment by an Owner or Occupier of their Lot or the Common Property;
- (b) Keep the Conducting Medium clean and in a state of good and serviceable repair;
- (c) Comply with the requirements of all Authorities in connection with the installation and use of the Conducting Medium; and
- (d) Comply with any relevant BCA Requirements in connection with the installation and use of the Conducting Medium.

48 Hot Water System

48.1 Special privilege

Despite any other By-law to the contrary, the Owner has the special privilege to connect to and use the Hot Water System.

48.2 Exclusive use

Despite any other By-law to the contrary, the Owner has the exclusive use of those parts of the Hot Water System within the Owner's Lot.

48.3 Maintenance and repair

The Owners Corporation is responsible for the proper maintenance of, and keeping in a state of good and serviceable repair, the Hot Water System whether located within an Owner's Lot or on the Common Property.

49 Intercom System

49.1 Special privilege

Despite any other By-law to the contrary, the Owner has the special privilege to connect to and use the Intercom System.

49.2 Exclusive use

Despite any other By-law to the contrary, the Owner has the exclusive use of those parts of the Intercom System relating to the Owner's Lot.

49.3 Maintenance and repair

The Owners Corporation is responsible for the proper maintenance of, and keeping in a state of good and serviceable repair, the Intercom System whether located within an Owner's Lot or on the Common Property.

50 Dictionary

50.1 Meaning of terms

In these by-laws, these terms (in any form) mean:

Adjudicator means a community schemes adjudicator appointed under the Community Land Management Act 1989 (NSW) or a strata schemes adjudicator appointed under the Strata Schemes Management Act 1996 (NSW).

Alternative Representative has the meaning given to it in the Strata Management Statement.

Apartment means the apartment comprised within a Lot (excluding the Management Lot).

Apartment Services means the provision by the Caretaker to those Owners and Occupiers who elect to use them, services associated with the occupation of an Apartment.

Architectural and Landscape Guidelines has the same meaning given to it in the Community Management

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Statement.

Authority means any Government Agency or any statutory, public or other authority having jurisdiction over the Building.

Balcony includes any area described in the Strata Plan as a balcony or courtyard, including any part of a Lot designated "B" (as a balcony) or "CY" (as a courtyard) on the Strata Plan.

BCA Requirements means requirements of the Building Council of Australia.

Benefited Party means any person or body corporate having the benefit of an Easement.

Building has the meaning given to it in the Strata Management Statement.

Building Services means services in connection with the maintenance and repair of the Common Property, cleaning services in connection with the Common Property, waste/Garbage management services in connection with the Parcel and landscaping services to the Owners Corporation.

Building Works are either Minor Building Works or Major Building Works. By-laws mean the by-laws in place from time to time for the Strata Scheme. Cables means cables, conduits, pipes, wires and ducts.

Car Space means any Lot or any part of a Lot or Common Property designed and capable of use as a place to park a Vehicle, which use is consistent with an applicable Development Consent.

Car Wash Bay means the part of the Common Property designated "CW" on the Strata Plan".

Caretaker means the person, if any, appointed by the Owners Corporation pursuant to the Caretaker Agreement.

Caretaker Agreement means the agreement, if any, between the Owners

Corporation and the Caretaker contemplated by by-law 33.1.

Code means a code made by the Owners Corporation in accordance with by-law 19.1 (as it may be amended or changed).

Committee means the building management committee established and maintained under the Strata Management Statement and required by the Strata Schemes (Freehold Development) Act 1973 (NSW).

Committee Designated Matters means the matters set out in Attachment A to this instrument.

Committee Representative has the meaning given to the term Representative in the Strata Management Statement.

Committee Rules has the meaning given to Rules in the Strata Management Statement.

Common Property means the common property of the Strata Scheme. **Community Association** means the community association constituted on registration of the Community Plan.

Community Designated Matters means the matters set out in Attachment B to this instrument

Community Management Statement means the community management statement registered with the Community Plan.

Community Parcel has the meaning given to it in the Community Management Statement.

Community Plan means DP270778.

Community Property has the meaning given to it in the Community Management Statement.

Community Scheme means the community scheme constituted on registration of the Community Plan.

Construction Certificate means a construction certificate as defined by the Environmental Planning and Assessment Act 1979 (NSW).

Council means the council in whose municipality the Building is situated.

Designated Recyclable Garbage Area means those parts of the Common Property designated by the Owners Corporation or the Caretaker as the location for Owners and Occupiers to place their recyclable Garbage.

Development Act means the Strata Schemes (Freehold Development) Act 1973 (NSW).

Development Application means an application for a development consent made under the Environmental Planning and Assessment Act 1979 (NSW) and includes all amendments and variations to an application.

Development Consent means a consent to a Development Application issued under the Environmental Planning and Assessment Act 1979 (NSW) and includes all amendments and variations to a consent.

Display Lot means a Lot, if any, nominated as such by the Original Owner from time to time and notified to the Owners Corporation in writing, being a Lot to be used by the Original Owner or any party on behalf of the Original Owner in connection with the marketing, selling, leasing and managing of Lots and other properties owned by the Original Owner or any other party.

Easement means any easement, positive covenant or restrictive covenant burdening or benefiting the Common

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Property.

Equipment includes plant, machinery, equipment and security devices.

Exclusive Use Area means that part or those parts of the Common Property the subject of an Exclusive Use By law.

Exclusive Use By-law means an exclusive use and special privilege by-law made in accordance with Division 4 Part 5 Chapter 2 of the Management Act.

Executive Committee means the executive committee appointed by the Owners Corporation.

Facilities Manager has the meaning given to it in the Strata Management Statement. Fit out Works has the meaning given in Section 11.

Flooring Works means the removal, replacement, installation or any other interference with the floor coverings or other floor treatment in a Lot, other than the installation of carpet and underlay.

Garbage means any refuse, recyclable material or waste.

Garbage Chute Room means that part of the Common Property on each level of the Building containing the garbage chute.

Garbage Room means anyone of the garbage rooms located on the Common Property designed to be used by the Owners and Occupiers of the Strata Scheme.

Governmental Agency means any governmental or semi-governmental, administrative, fiscal or judicial department, commission, authority, tribunal, agency or entity.

Initial Period has the meaning given to the term by the Management Act. Interest Rate means 10% per annum.

Irrigation System means the system located in the Lot for the purpose of irrigating the Planter Box.

Law includes any requirement of any statute, rule, regulation, proclamation, ordinance or by-law, present or future, and whether state, federal or otherwise.

Legislation means the Management Act and the Development Act.

Lot means a lot in the Strata Plan and otherwise has the meaning given to it by the Development Act.

Maintain includes to maintain in good condition, repair as necessary and replace as necessary, such as when an item reaches the end of its natural life or it is no longer economic to repair; and Maintenance, Maintained and Maintaining have a corresponding meaning.

Major Building Works means:

- (a) Any works which affect the external appearance of a Lot or the Building;
- (b) Changes to the colour of external surfaces of a Lot or the Building (including those on the Balcony or Winter Garden of a Lot);
- (c) The installation of sun blinds, security bars (or other security devices), flyscreens' and other fixtures to the external surfaces of a Lot or the Building;
- (d) The erection of any new structures in a Lot or on Common Property; and
- (e) Alterations to, additions to, removal of, repair or replacement of:
 - (i) Any part of the Common Property (such as, by way of example only, Common Property walls, windows, doors, floors and ceilings);
 - (ii) The structure of a Lot;
 - (iii) The internal walls inside a Lot (such as dividing walls even though they may not be Common Property);
 - (iv) The Balcony or Winter Garden attached to a Lot (such as, by way of example only, enclosing it or changing security screens, railings or balustrades); and
 - (v) Any works which alter, amend, change or penetrate Common Property.

Management Act means the Strata Schemes Management Act 1996 (NSW). Management Lot means the Lot, if any, nominated as such by the Original Owner from time to time and notified to the Owners Corporation in writing.

Managing Agent means the person appointed by the Owners Corporation as its strata managing agent under section 27 of the Management Act.

Minor Building Works means any alterations to, additions to, removal of, repair of or replacement of any part of a Lot or any fixture in a Lot which are not Major Building Works (such as (by way of example only), Flooring Works, underlay, the surface of internal walls, tiles, bathroom fixtures and kitchen fixtures).

Occupier means:

- (a) a lessee;
- (b) A licensee; or

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(c) Either a person, not being an Owner, lessee or licensee that is in lawful occupation, of a Lot.

Original Owner means the registered proprietors of the Lots at the time of the Strata Plan, being Fairmead Business Pty Ltd ACN 069006426_ Owner means:

(a) A person registered or entitled to be registered as proprietor; or

(b) A mortgagee in possession; or

(c) A covenant chargee in possession, of a Lot.

Owners Corporation means the owners corporation constituted on registration of the Strata Plan.

Parcel means the land comprising the Lots and Common Property the subject of the Strata Scheme.

Pet Policy means any Rules made by the Owners Corporation under by-law 19.1(i). Planter Box means the part of the Common Property designated lots "on the Strata Plan".

Proponent has the meaning given to it in the Strata Management Statement.

Real Estate Activities means the activities in connection with marketing, selling and leasing Lots in the Strata Scheme and any other property.

Real Estate Services means the provision by the Caretaker to those Owners who elect to use them, of services associated with the letting, managing and sale of Lots.

Registrar means the registrar of the Tribunal.

Representative means the natural person appointed by the Owners Corporation to be the Owners Corporation's proxy at meetings of the Community Association.

Residential Lot means each Lot other than the Management Lot. Restricted Matter means a matter or class of matter:

(a) Which in accordance with the Legislation may only be determined by the Owners Corporation in general meeting; or

(b) Which has been determined by the Owners Corporation in general meeting as being a matter or class of matter which may only be determined by the Owners Corporation in general meeting.

Rules mean the rules made by the Owners Corporation in accordance with by-law 19.1 (as they may be amended or changed).

Schedule of Facilities has the meaning given to it in the Strata Management Statement.

Secretary means the secretary appointed by the Owners Corporation.

Security Key means a key, magnetic card or other device used to open and close doors, gates or locks or to operate alarms, security systems or communication systems in the Building.

Service Contract means a contract for any of the following services:

(a) Common Property security;

(b) Common Property air-conditioning maintenance;

(c) Lift maintenance;

(d) Fire system;

(e) Electrical system;

(f) Hydraulic system

(g) Essential services certification;

(h) Waste disposal;

(i) Cleaning of the basement car park areas; and

(j) Any other service nominated by the Owners Corporation.

Service Provider means the party providing the services under a Service Contract. Service Vehicle Parking Space means that part of the Common Property, if any, designated for the parking of service vehicles.

Shared Zone means that part of the Common Property designated "SZ" on the Strata Plan.

Sign includes any sign, light, advertisement, name, notice, placard, banner or other similar item the purpose of which is to advertise any product, service or activity, and includes any Sign advertising a Lot for sale or to let.

Storage Space means any Lot or any part of a Lot or Common Property designed and capable of use for storage purposes, which use is the subject or and/or consistent with an applicable Development Consent.

Strata Management Statement means the strata management statement having effect in relation to the Strata Parcel, including any rules made under it.

Strata Plan means Sp,'S2:::,e

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Strata Parcel means the land the subject of the Strata Scheme

Strata Scheme means the strata scheme constituted on registration of the Strata Plan.

Subsidiary Scheme has the meaning given to the term by the Community Land Development Act 1989 (NSW).

Tribunal means the NSW Civil and Administrative Tribunal established by the Civil and Administrative Tribunal Act 2013 (NSW).

Vehicle includes motor cars, motor bicycles, boats, caravans, trucks and trailers. Visitor Car Space means those parts of the Common Property designated "VP" on the Strata Plan.

Winter Garden means the parts of a Lot designated "G" on the Strata Plan.

Work Health and Safety Legislation means all legislation relating to work health and safety applicable to the Building including without limitation the Work Health and Safety Act 2011 (NSW).

51 Interpretation

51.1 Undefined words

Undefined words in these By-laws have the same meaning as they do in the Management Act.

51.2 Interpretation

Any reference to:

(a) Legislation includes later legislation which changes it, including regulations, proclamations, ordinances and by-laws issued under the later legislation;

(b) A thing includes the whole or each part of it; and

(c) The singular includes the plural and vice versa.

51.3 Headings

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

51.4 Severance

(a) Subject to by-law 51.4(b):

(i) if a by-law is void or voidable, unenforceable or illegal but would not be void, voidable, unenforceable or illegal if it were read down and it is capable of being read down, the provision must be read down;

(ii) if, despite by-law 51.4(a)(i) a by-law is still void, voidable, unenforceable or illegal and the by-law would not be void, voidable, unenforceable or illegal if words were severed, those words must be severed; or

(iii) In any other case, the whole by-law must be severed.

(b) If an event under by-law 51.4(a) occurs, the remainder of these by-laws continue in full force and effect.

The Following are the Special By-laws registered with the scheme.

1 Absolution of Appliance Maintenance

Registration Date: 19/09/2016

1. Pursuant to section 62(3) of the Strata Schemes Management Act 1996, the Owners Corporation has deemed that it is inappropriate to repair, maintain, replace or renew any appliance that is designed only to service a single lot within the strata scheme, regardless of whether any portion of the appliance, (including motor, compressor, cabling, pipe, mounting, ducting or other pertinent fixture of the appliance) is located on or within common property or lot property.

2. The type of appliances referred to in this By-law shall include, but not be limited to;

(i) Bathroom & Kitchen Exhaust Fans

(ii) Light Fittings and Down lights

(iii) Air-Conditioning Apparatus

(iv) Alarm Systems

(v) Individual Garage Door Motors

(vi) Hot Water Heaters servicing only one lot

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2 Access for Inspection of Fire Services

Registration Date: 19/09/2016

A) Definitions

(a) The following terms are defined to mean:

'Agents' means the Strata Managing Agent, Executive Committee or any Fire Safety Company or personnel engaged by the Owners Corporation.

'Fire Safety Equipment' means any Fire Safety Measure listed in clause 166 of the Environmental, Planning and Assessment Regulations 2000 (NSW) or any Fire Safety measure listed on the Fire Safety Certificate applicable to the strata scheme.

'Fines or Re-Inspection Fees' includes any fine or charge imposed on the Owners Corporation by the local council or other statutory or lawful authority or charges imposed by agent engaged by the Owners Corporation.

'Reasonable Access' means between the hours of 7.00am and 7.00pm Monday to Friday, excluding public holidays.

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

B) Duties of Owners

That in relation to the Owners Corporations responsibility to obtain an Annual Fire Safety Statement pursuant to the Environmental, Planning and Assessment Act 1979 and pursuant to section 65(1) of the Strata Schemes Management Act 1996 and clause the owner of a lot shall be responsible for ensuring;

(a) That where necessary the Owners Corporation or their agents have unfettered access to the owners lot for the purposes of conducting the required fire safety inspections, testing, replacement or maintenance of any fire safety equipment;

(b) The occupant of the lot does not obstruct access to the Owners Corporation or their agents for the purposes of conducting the required fire safety inspections, testing, replacement or maintenance of any fire safety equipment;

C) Duties of the Owners Corporation

That before carry out any of the inspection or works described in sub-clause B) 'Duties of Owners', the Owners Corporation or their agents must provide the occupant of the lot a minimum of 7 days notice that access to the lot is required.

D) Indemnity

i) An owner of a lot must indemnify the Owners Corporation against any loss or damage the owners corporation suffers as a result of fines or re-inspection fees incurred by the Owners Corporation due to access to the lot being unable to be gained by the Owners Corporations agents to conduct the necessary Fire Safety Inspections including liability under section 65(6) in respect of any property of the owner;

ii) An owner of a lot must indemnify the Owners Corporation against any loss or damage the owners corporation suffers as a result of the restoration of any faulty fire safety equipment necessary to be undertaken in order for the Annual Fire Safety Statement to issued.

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 work necessary to perform the obligation;

ii) Enter upon any part of the parcel to carry out that work; and

iii) Recover the costs of carrying out that work as a debt from the owner of the lot in the form of a levy being annexed as a charge upon the lot.

3 Alterations & Additions to Fire Doors

Registration Date: 19/09/2016

A) Definitions

(a) The following terms are defined to mean:

'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. '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

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then same as those words are attributed under that Act,

B) 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.

C) Liability

1. 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.

2. 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

i) 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 work necessary to perform the obligation;

ii) enter upon any part of the parcel to carry out that work; and

iii) recover the costs of carrying out that work as a debt from the owner of the lot.

4 Exclusive Use- Use of Storage Spaces- Lot 286

Registration Date: 19/09/2016

4- About the By-Laws in this Section

4.1 Exclusive Use-Laws

The by-laws in this Section are Exclusive Use By-laws conferring on the Owner of the Lots the subject of this Section exclusive use rights and special privileges in respect of the Common Property. Refer to by-law 3 for an explanation of Exclusive Use By-laws.

4.2 Definitions

In this Section:

(a) "Lot 286" means lot 286 in the Strata Plan; and

(b) "Storage Space A " means the storage space in the exclusive use area designated EUI" on the plan of exclusive use area as shown in Attachment D.

4.3 Exclusive Use

The owner of Lot 286 has the right to exclusive use and enjoyment of Storage Space A.

4.4 Conditions

The Owner of Lot 286:

a) Must keep Storage Space A clean and tidy;

b) Must keep clear any fire sprinklers in Storage Space A;

c) Must not store any inflammable material in Storage Space A;

d) Must only use Storage Space A for storage purposes associated with the use of Lot 286 and for no other purpose;

e) Must not erect fixtures in Storage Space A;

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- f) Must comply with any directions of the Owners Corporation in relation to providing unobstructed access to Storage space A for the purposes of carrying out maintenance to the building or any other purpose determined by the Owners Corporation acting reasonably;
- g) Must comply with all requirements of any Authority in connection with Storage Space A;
- h) Must release the Owners Corporation from all claims, demands and liability of any kind that may arise in respect to damage to any property or death of or injury to any person arising out of the exercise of the rights conferred by this special by-law 4 and the use of Storage Space A except to the extent that they are caused or contributed to by the wilful or negligent act or omission of the Owners Corporation; and
- i) Must indemnify the Owners Corporation from all claims, demands and liability of any kind that may arise in respect of damage or any property or death of or injury to any person arising out of the exercise of the rights conferred by this special by-law 4 and the use of storage Space A except to the extent that they are caused or contributed to by the wilful or negligent act or mission of the Owners Corporation.

5 Exclusive Use By-Laws

Registration Date: 31/10/2016

5- About the By-Laws in this Section

5.1 Exclusive Use-Laws

The by-laws in this Section are Exclusive Use By-laws conferring on the Owner of the Lots the subject of this Section exclusive use rights and special privileges in respect of the Common Property. Refer to by-law 3 for an explanation of Exclusive Use By-laws.

5.2 Definitions

In this Section:

- (a) "Lot 196" means lot 196 in the Strata Plan; and
- (b) "Storage Space B " means the storage space in the exclusive us area designated EU2" on the plan of exclusive use area as shown in Attachment E.

5.3 Exclusive Use

The owner of Lot 196 has the right to exclusive use and enjoyment of Storage Space B.

5.4 Conditions

The Owner of Lot 196:

- a) Must keep Storage Space B clean and tidy;
- b) Must keep clear any fire sprinklers in Storage Space B;
- c) Must not store any inflammable material in Storage Space B;
- d) Must only use Storage Space A for storage purposes associated with the use of Lot 196 and for no other purpose;
- e) Must not erect fixtures in Storage Space A;
- f) Must comply with any directions of the Owners Corporation in relation to providing unobstructed access to Storage space B for the purposes of carrying out maintenance to the building or any other purpose determined by the Owners Corporation acting reasonably;
- g) Must comply with all requirements of any Authority in connection with Storage Space B;
- h) Must release the Owners Corporation from all claims, demands and liability of any kind that may arise in respect to damage to any property or death of or injury to any person arising out of the exercise of the rights conferred by this special by-law 5 and the use of Storage Space B except to the extent that they are caused or contributed to by the wilful or negligent act or omission of the Owners Corporation; and
- i) Must indemnify the Owners Corporation from all claims, demands and liability of any kind that may arise in respect of damage or any property or death of or injury to any person arising out of the exercise of the rights conferred by this special by-law 5 and the use of storage Space B except to the extent that they are caused or contributed to by the wilful or negligent act or mission of the Owners Corporation.

ATTACHMENT 'D'
PLAN OF EXCLUSIVE USE AREA (EU1)

LGA: PARRAMATTA

LOCALITY: WENTWORTH POINT

SCALE: 1:100


PARISH: ST JOHN

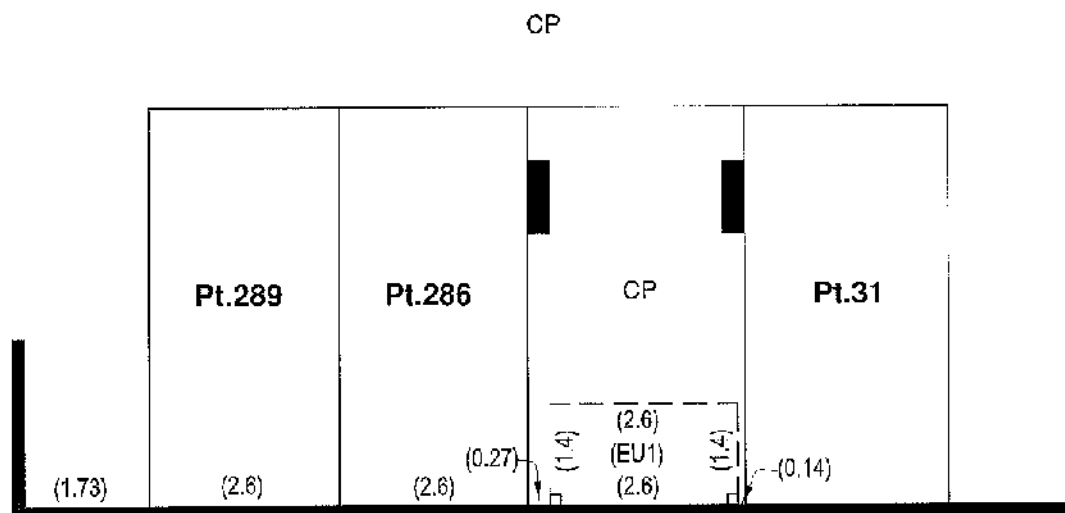
COUNTY: CUMBERLAND

DATE: 22-07-2016

NOTES:-

CP denotes COMMON PROPERTY

 denotes RIGHT ANGLE



(EU1) EXCLUSIVE USE AREA - 4m²

LEVEL 1

THIS IS THE PLAN REFERRED TO IN THE BY-LAW GRANTING AN EXCLUSIVE USE AREA TO LOT 286

ATTACHMENT 'E'
PLAN OF EXCLUSIVE USE AREA (EU2)

LGA: PARRAMATTA

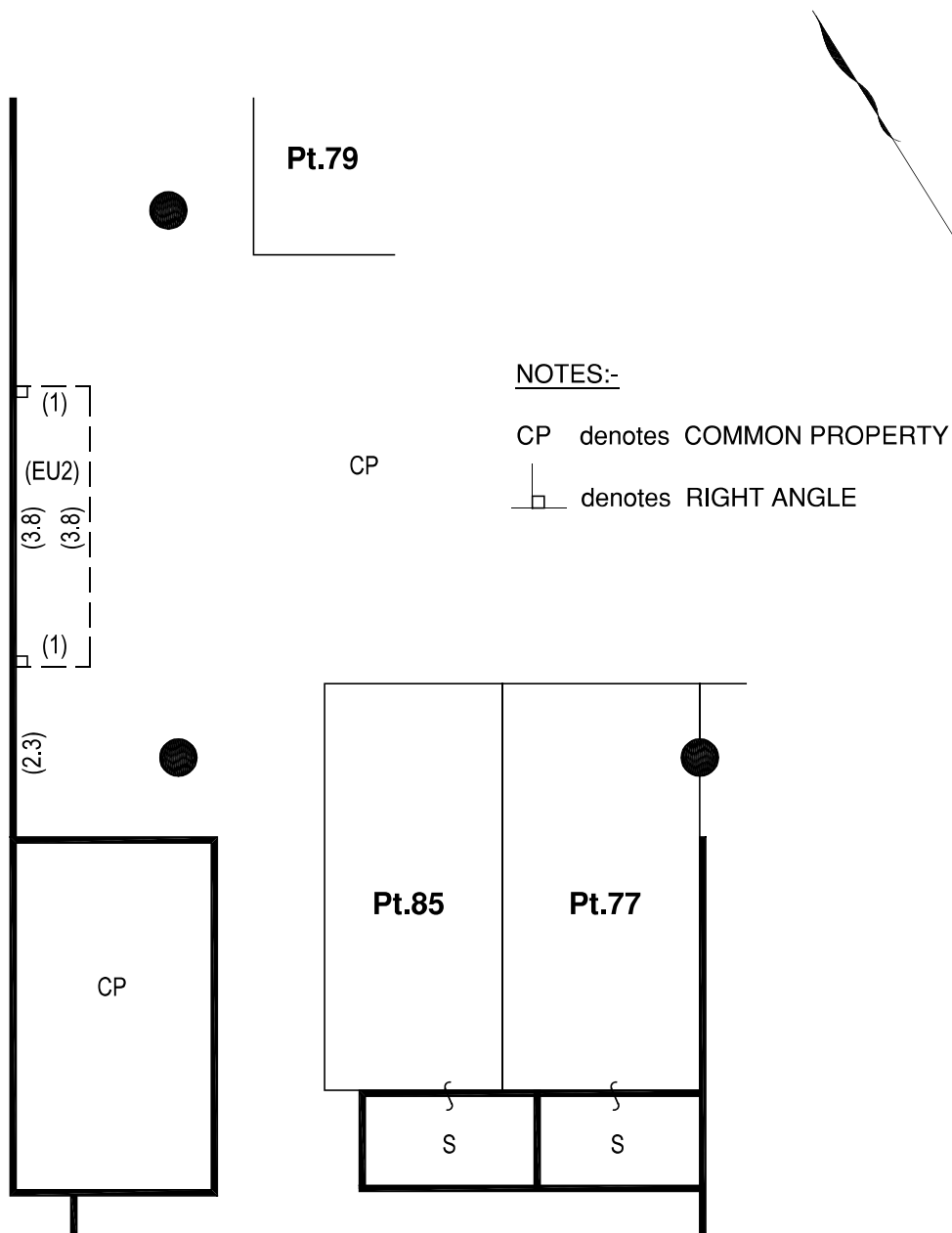
LOCALITY: WENTWORTH POINT

SCALE: 1:100

PARISH: ST JOHN

COUNTY: CUMBERLAND

DATE: 25-08-2016



(EU2) EXCLUSIVE USE AREA - 4m²

LEVEL 3

THIS IS THE PLAN REFERRED TO IN THE BY-LAW GRANTING AN EXCLUSIVE USE AREA TO LOT 196

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6 Installation of Security Cameras

Registration Date: 29/11/2016

Pursuant to By-Law 19 & 20, the Owners Corporation, in addition to the functions conferred upon it by or under the Strata Schemes Management Act 1996 (NSW) and the other 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 CCTV Surveillance Cameras within the common areas of the strata scheme.
- (b) The CCTV Surveillance Cameras shall become common property and managed accordingly in relation to its maintenance, repair, renewal and replacement; and
- (c) The payment of the CCTV Surveillance Cameras shall be made by the Owners Corporation.

7 Compensation to Owners Corporation

Registration Date: 29/11/2016

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, Executive 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 1996.

'works' means any repair, maintenance, replacement or refurbishment undertaken at the strata scheme.

(ii) Where any terms used in this by-law are defined in the Strata Schemes Management Act 1996, they will have the same meaning as 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, 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 charge 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

Strata Plan 93238 2 BURROWAY ROAD WENTWORTH POINT

section 79 of the Act;

(iv) The Owners Corporation may initiate debt recovery proceedings for any contribution payable under this By-Law pursuant to section 80 of the Act;

(v) All monies recovered by the Owners Corporation shall form part of the fund to which the relevant contribution belongs.

Building Details & Report Inputs

Supplied information

Building Name	2 Burroway Road Residential
Building Address	2 Burroway Road Wentworth Point NSW 2127
Strata Plan (SP) No	93238
Plan Type	Strata Plan
Registered Plan Date/Year of Construction	Reg. 2016
Number of Unit Entitlements	10000
Number of Units	332
Estimated Starting Sinking Fund Balance	\$63,127
Starting date of Financial Year for Report	1/05/2016
GST Status	Registered for GST
Current Sinking Fund Levy per Lot Entitlement (Inc. GST)	\$9.26

Report assumptions & information

Assumed Interest Rate on invested funds (For funds over \$10,000)	3.35%
Company Taxation Rate	30.00%
Interest on Invested Funds - Based on Assumed Interest Rate minus Company Taxation Rate. Calculated only on sinking fund balances over \$10,000.	2.35%
Contingency Allowance - For minor and/or unforeseen expenses	8%
Assumed Rate of Inflation for Building Maintenance Costs - Based on average annual building cost increase between 2002 and 2012	3.10%
Forecast Period - Number of years the forecast looks out.	15 years

15 Year Levy Table

Year	Year To dd/mm/yyyy	Total Contribution		Contribution per Unit Entitlement		Quarterly Contribution	
		Including GST	GST Component	Including GST	GST Component	Including GST	GST Component
1	30/04/2017	92,583.34	8,416.67	9.26	0.84	2.32	0.21
2	30/04/2018	170,500.00	15,500.00	17.05	1.55	4.26	0.39
3	30/04/2019	203,500.00	18,500.00	20.35	1.85	5.09	0.46
4	30/04/2020	231,000.00	21,000.00	23.10	2.10	5.78	0.53
5	30/04/2021	253,000.00	23,000.00	25.30	2.30	6.33	0.58
6	30/04/2022	260,843.00	23,713.00	26.08	2.37	6.52	0.59
7	30/04/2023	268,929.13	24,448.10	26.89	2.44	6.72	0.61
8	30/04/2024	277,265.93	25,205.99	27.73	2.52	6.93	0.63
9	30/04/2025	285,861.18	25,987.38	28.59	2.60	7.15	0.65
10	30/04/2026	294,722.88	26,792.99	29.47	2.68	7.37	0.67
11	30/04/2027	303,859.29	27,623.57	30.39	2.76	7.60	0.69
12	30/04/2028	313,278.93	28,479.90	31.33	2.85	7.83	0.71
13	30/04/2029	322,990.58	29,362.78	32.30	2.94	8.08	0.73
14	30/04/2030	333,003.29	30,273.03	33.30	3.03	8.33	0.76
15	30/04/2031	343,326.39	31,211.49	34.33	3.12	8.58	0.78

15 Year Cash Flow Tracking Sheet

The table below shows the cash flow starting with the anticipated 'Opening Balance' at the start of the first financial year which you provided to us. We then add the 'Total Levy Contributions' for the year and any 'Interest' on balances greater than \$10,000. Any 'Anticipated Expenses' are then allowed for leaving a 'Closing Balance' for the year which in turn becomes the 'Opening Balance' for the following year. In summary:
Opening Balance + Total Levy Contributions + Interest – Anticipated Expenses = Closing Balance

Year	Year To	Opening Balance	Total Levy Contributions	Interest	Anticipated Expenses	Closing Balance
1	30/04/2017	63,127.00	84,166.68	2,472.44	0.00	149,766.12
2	30/04/2018	149,766.12	155,000.00	5,121.67	18,645.45	291,242.34
3	30/04/2019	291,242.34	185,000.00	8,929.35	7,540.00	477,631.69
4	30/04/2020	477,631.69	210,000.00	13,221.87	39,998.18	660,855.38
5	30/04/2021	660,855.38	230,000.00	18,232.60	0.00	909,087.98
6	30/04/2022	909,087.98	237,130.00	23,805.21	29,330.91	1,140,692.28
7	30/04/2023	1,140,692.28	244,481.03	23,936.01	488,758.18	920,351.14
8	30/04/2024	920,351.14	252,059.94	24,193.55	33,736.36	1,162,868.27
9	30/04/2025	1,162,868.27	259,873.80	29,399.32	83,540.91	1,368,600.48
10	30/04/2026	1,368,600.48	267,929.89	35,030.58	23,804.55	1,647,756.40
11	30/04/2027	1,647,756.40	276,235.72	32,833.80	777,382.73	1,179,443.19
12	30/04/2028	1,179,443.19	284,799.03	29,848.40	103,396.36	1,390,694.26
13	30/04/2029	1,390,694.26	293,627.80	36,131.44	0.00	1,720,453.50
14	30/04/2030	1,720,453.50	302,730.26	31,231.09	1,085,671.82	968,743.03
15	30/04/2031	968,743.03	312,114.90	18,973.38	634,845.45	664,985.86

15 Year Cash Flow Graph

The graph below tracks the 'Contributions' (the amount collected in levies), the projected 'Closing balance' of the sinking fund and the likely 'Expenses' for each year of this forecast. The three lines in the graph are:

Contributions line - Total sinking fund contributions per year.

Expenses line – Total anticipated expenses in each year.

Closing balance line – Shows the amount left in the fund bank account at the end of the year after all anticipated expenses have been allowed for.

