

SydneyStrataReport

property strata inspections

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STRATA REPORT

Client	Infinity Property Group
Address of property	Unit 303/446-448 Bunnerong Road, Matraville, NSW.
Lot	11
Strata Plan	SP 97139
Name of Strata Management Co.	Jamesons Strata Management
Telephone Number of Strata Agent	8969 3300
Report Date	14 July 2023

General Information

Owner's Name	Jakobsson, L & Cisneros, S.
Unit Entitlement.	412
Total Unit Entitlement.	10,000

Levy Contributions

Administration Fund contribution.	\$1,028.20
Capital Works Fund contribution.	\$472.00
Are There any Special Levies?	No on records presented.
Admin. Fund Balance Approx.	\$9,903.34 Debit.
Capital Works Fund Balance.	\$16,208.91 Debit.

Insurances

Building Insurance	Yes
Sum Insured	\$11,830,000.00
Insurance Company	Longitude Insurance
Due Date	1 June 2024
Fire Safety Report ?	Yes
Certificate Date.	2021
Pet Friendly?	Owners corporation permission needed.

Meetings

Annual General Meeting 31 July 2019	Administration Fund set at \$71,462.30 p.a. Capital Works Fund set at \$26,000.00 p.a.
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	Building insurance continued, All other matters were meeting formalities and general maintenance as per the scan below, no major works tabled. Strata Committee Meeting: Meeting formalities recorded only. Meeting closed.
Annual General Meeting 22 June 2020	Administration Fund set at \$95,601.00 p.a. Capital Works Fund set at \$7,711.00 p.a. Building insurance continued, Special levy of \$14,544.34 raised to cover the deficit in the Administration Fund. All other matters were meeting formalities and general maintenance as per the scan below, no major works tabled. Meeting closed.
Annual General Meeting 9 June 2021	Administration Fund set at \$95,601.00 p.a. Capital Works Fund set at \$7,711.00 p.a. Building insurance continued, All other matters were meeting formalities and general maintenance as per the scan below, no major works tabled. Strata Committee Meeting: Unit 401 is recorded with defects to be remediated, Meeting formalities recorded only. Meeting closed.
Annual General Meeting 14 June 2022	Administration Fund set at \$79,101.00 p.a. Capital Works Fund set at \$24,211.00 p.a. Building insurance continued, All other matters were meeting formalities and general maintenance as per the scan below, no major works tabled. Strata Committee Meeting: Meeting formalities recorded only. Meeting closed.
Annual General Meeting Notice 23 May 2023	Administration Fund set at \$99,821.70.00 p.a. Capital Works Fund set at \$45,821.70 p.a. Building insurance continued, Motion 4: Special levy of \$25,000.00 raised to the Capital

	Works Fund to pay outstanding invoices, due in one instalment on 1 August 2023. All other matters were meeting formalities and general maintenance as per the scan below, no major works tabled. Strata Committee Meeting: Meeting formalities recorded only. Meeting closed.
Other comments.	This report is to be taken in context and in conjunction with the scans below. Warranty defects appear to have been remediated in or about 2020, a Deed of Release is attached although it is unsigned.

Owner Ledger

Start Date: 01/07/2021

End Date: 31/07/2025

Owners: One only

Owners Strata Plan 97139

446-448 Bunnerong Road, MATRAVILLE NSW 2036

Lot 11 Unit 303 Jakobsson, L & Cisneros, S

UE / AE: 412.00 / 10,000.00

Levies

Levy no.	Due date	Frequency	Details	Admin Fund		Capital Works Fund		Interest paid	Discount	Levy type	Status	Group
				Due	Paid	Due	Paid					
			Balance brought forward	0.00		0.00						
1	01/09/2021	Quarterly	Quarterly Admin/Capital Works Levy	984.70	984.70	79.45	79.45	0.00	0.00%	Standard	Normal	None
2	01/12/2021	Quarterly	Quarterly Admin/Capital Works Levy	984.70	984.70	79.45	79.45	0.00	0.00%	Standard	Normal	None
3	01/03/2022	Quarterly	Quarterly Admin/Capital Works Levy	984.70	984.70	79.45	79.45	0.00	0.00%	Standard	Normal	None
4	01/06/2022	Quarterly	Quarterly Admin/Capital Works Levy	984.70	984.70	79.45	79.45	0.00	0.00%	Standard	Normal	None
5	01/09/2022	Quarterly	Quarterly Admin/Capital Works Levy	814.75	814.75	274.35	274.35	0.00	0.00%	Standard	Normal	None
6	01/12/2022	Quarterly	Quarterly Admin/Capital Works Levy	814.75	814.75	274.35	274.35	0.00	0.00%	Standard	Normal	None
7	01/03/2023	Quarterly	Quarterly Admin/Capital Works Levy	814.75	814.75	274.35	274.35	0.00	0.00%	Standard	Normal	None
8	01/06/2023	Quarterly	Quarterly Admin/Capital Works Levy	814.75	814.75	274.35	274.35	0.00	0.00%	Standard	Normal	None
9	01/07/2023	Monthly	Special Levy - To Fund the Deficit & Outstanding Invoices	0.00	0.00	515.00	0.00	0.00	0.00%	Special	Normal	None
10	01/08/2023	Monthly	Special Levy - To Fund the Deficit & Outstanding Invoices	0.00	0.00	515.00	0.00	0.00	0.00%	Special	Normal	None
11	01/09/2023	Quarterly	Quarterly Admin/Capital Works Levy	1,028.20	0.00	472.00	0.00	0.00	0.00%	Standard	Normal	None
12	01/12/2023	Quarterly	Quarterly Admin/Capital Works Levy	1,028.20	0.00	472.00	0.00	0.00	0.00%	Standard	Normal	None
13	01/03/2024	Quarterly	Quarterly Admin/Capital Works Levy	1,028.20	0.00	472.00	0.00	0.00	0.00%	Standard	Normal	None
14	01/06/2024	Quarterly	Quarterly Admin/Capital Works Levy	1,028.20	0.00	472.00	0.00	0.00	0.00%	Standard	Normal	None

Current position: Unallocated prepayments \$0.00

Levy arrears & owner invoices due \$515.00

Interest on levy arrears \$0.00

Receipts													
Date	Receipt no.	Subtype	Status	Source	Admin Fund		Capital Works Fund		Unallocated		Total amount	Cheque no.	Levy no.
					Paid	Interest	Paid	Interest	Paid				
23/09/2021	390	Receipt	Banked		984.70	0.00	79.45	0.00	0.00		1,064.15		1
01/12/2021	415	Receipt	Banked		984.70	0.00	79.45	0.00	0.00		1,064.15		2
25/02/2022	443	Receipt	Banked		984.70	0.00	79.45	0.00	0.00		1,064.15		3
10/06/2022	489	Receipt	Banked		984.70	0.00	79.45	0.00	0.00		1,064.15		4
12/08/2022	507	Receipt	Banked		814.75	0.00	274.35	0.00	0.00		1,089.10		5
22/11/2022	553	Receipt	Banked		814.75	0.00	274.35	0.00	0.00		1,089.10		6
28/02/2023	581	Receipt	Banked		814.75	0.00	274.35	0.00	0.00		1,089.10		7
31/05/2023	612	Receipt	Banked		814.75	0.00	274.35	0.00	0.00		1,089.10		8

Balance Sheet

As at 14/07/2023

Owners Strata Plan 97139

446-448 Bunnerong Road, MATRAVILLE NSW 2036

	Current period
Owners' funds	
Administrative Fund	
Operating Surplus/(Deficit)--Admin	(18,244.15)
Owners Funds at Start of Year--Admin	8,340.81
	(9,903.34)
Capital Works Fund	
Operating Surplus/(Deficit)--Capital Works	17,024.02
Owners Funds at Start of Year--Capital Works	(16,208.91)
	815.11
Net owners' funds	-\$9,088.23
Represented by:	
Assets	
Administrative Fund	
Cash at Bank--Admin	9,853.94
Receivable--Levy Arrears--Ordinary--Admin	4,449.64
Receivable--Owners Charges--Admin	704.00
	15,007.58
Capital Works Fund	
Cash at Bank--Capital Works	1,664.37
Receivable--Levy Arrears--Ordinary--CPT WRKs	1,498.31
Receivable--Levy Arrears--Special--Capital Works	12,499.21
	15,661.89
Unallocated Money	
	0.00
<i>Total assets</i>	30,669.47
Less liabilities	
Administrative Fund	
Creditor--GST--Admin	(1,077.08)
Creditors--Other--Admin	25,988.00
	24,910.92
Capital Works Fund	
Creditor--GST--Capital Works	(234.22)
Creditors--Other--Capital Works	15,081.00
	14,846.78
Unallocated Money	
	0.00
<i>Total liabilities</i>	39,757.70
Net assets	-\$9,088.23

Statement of Income and Expenditure for the 6 months to 14/07/2023

Owners Strata Plan 97139

446-448 Bunnerong Road, MATRAVILLE NSW 2036

Administrative Fund

Current period

01/02/2023-14/07/2023

Revenue

Interest on Arrears--Admin	37.86
Levies Receivable--Ordinary-- Admin	35,955.70
Status Certificate Fees	109.00
Total revenue	36,102.56

Less expenses

Admin--Agent Disbursements	1,800.82
Admin--Agent--Management Fees--Additional	2,470.00
Admin--Agent--Management Fees--Standard	2,850.34
Admin--Bank Charges--With GST	21.83
Admin--Legal & Debt Collection Fees	90.00
Admin--Legal Fees--Other	700.00
Admin--Status Certificate Fees Paid	218.00
Insurance--Building Insurance Premiums	18,933.41
Maint Bldg--Building--General Repairs	2,574.00
Maint Bldg--Cleaning, Lawns, Gardens	7,181.16
Maint Bldg--Contractor Compliance	66.00
Maint Bldg--Exhaust/Ventilation Systems	190.00
Maint Bldg--Fire Protection--Contract	6,718.75
Maint Bldg--Fire Protection--Repairs	135.00
Maint Bldg--Lift--Maintenance Contract	2,223.75
Maint Bldg--Pest/Vermin Control	450.00
Maint Bldg--Pumps	290.00
Utility--Electricity Supply	5,437.77
Utility--Gas Supply	198.96
Utility--Water & Sewerage	4,608.17

Total expenses 57,157.96

Surplus/Deficit (21,055.40)

Opening balance 11,152.06

Closing balance **-\$9,903.34**

Capital Works Fund**Current period**

01/02/2023-14/07/2023

Revenue

Interest on Arrears--Capital Works	12.76
Levies Receivable--Ordinary--Capital Works	12,106.66
Levies Receivable--Special--Capital Works	11,363.63
<i>Total revenue</i>	<u>23,483.05</u>

Less expenses

Admin--Taxation Services	400.00
Maint Bldg--Fire Protection--Replacement	18,355.00
Maint Bldg--Painting & Surface Finishes	1,020.00
<i>Total expenses</i>	<u>19,775.00</u>

Surplus/Deficit3,708.05

Opening balance	(2,892.94)
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Closing balance**\$815.11**



Issue date: 23 June 2023

Certificate of Insurance

This document certifies that the policy referred to below is currently intended to remain in force until 4.00pm on the expiry date shown in the Period of Insurance below and will remain in force until that date, unless the policy is cancelled, lapsed, varied or otherwise altered in accordance with the relevant policy conditions or the provisions of the "Insurance Contracts Act, 1984".

INSURED:	The Owners of Strata Plan 97139	
INTERESTED PARTY(S):	Name	Classification
DESCRIPTION OF INSURED BUSINESS:	Residential Strata	
SITUATION OF RISK:	448 BUNNERONG ROAD, MATRAVILLE, NSW 2036	
SECTION 1:	<u>Property - Physical Loss, Destruction or Damage</u> Buildings - \$11,830,000.00 Common Contents - \$118,300.00	
SECTION 2:	<u>Voluntary Workers Personal Accident</u> Accidental Death & Disablement - Insured Weekly Benefits - Insured	
SECTION 3:	<u>Office Bearers' Liability</u> Limit of Indemnity - \$250,000.00 in the aggregate Period of Insurance	
SECTION 4:	<u>Fidelity Guarantee</u> Limit - \$100,000.00 in the aggregate Period of Insurance	
SECTION 5:	<u>Machinery Breakdown</u> Limit - \$100,000 in the aggregate Period of Insurance	
SECTION 6:	<u>Public Liability</u> Limit of Indemnity - \$20,000,000.00 each and every Occurrence	
SECTION 7:	<u>Government Audit Costs, Workplace Health and Safety Breaches and Legal Expenses</u> (a) Taxation and Audit Costs Limit of Indemnity - \$30,000 in the aggregate Period of Insurance (b) Workplace Health and Safety Breaches Limit of Indemnity - \$150,000 in the aggregate Period of Insurance (c) Legal Defence Expenses Limit of Indemnity - \$50,000 in the aggregate Period of Insurance	
POLICY NUMBER:	LNG-STR-20031422	
PERIOD OF INSURANCE:	1 June 2023 expiring on 01 June 2024 at 4pm Local Standard Time	
INSURER:	Chubb Insurance Australia Limited	

This certificate has been arranged by Us in our capacity as agents for the insurer/s named above. It does not reflect in detail the policy terms or conditions and merely provides a very brief summary of the insurance that is in existence at the date we have issued this certificate. If you wish to review the details of the policy terms, conditions, restrictions, exclusions or warranties, you must refer to the policy wording, schedule and any other associated policy document.

DISCLAIMER - In arranging this certificate, we do not guarantee that the insurance outlined will continue to remain in force for the period referred to as the policy may be cancelled or altered by either party to the contract at any time in accordance with the terms and conditions of the policy or in accordance with the terms of the Insurance Contracts Act 1984. We accept no responsibility or liability to advise any party who may be relying on this certificate of such alteration or cancellation to the policy of insurance.

This policy is issued by Longitude Insurance Pty Ltd (ABN 86 152 337 267) as an Authorised Representative (AR 424867) of Austagencies Pty Ltd (ABN 76 006 09 464) (Austagencies). Austagencies have binding authority from Chubb Insurance Australia Limited (ABN 23 001 642 020, AFSL 239687).

Fire Safety Statement

Part 9 of the Environmental Planning and Assessment Regulation 2000



Please note:

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

Section 1: Type of statement

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

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

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

Address

446 – 448 Bunnerong Rd, Matraville NSW 2036

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

SP 97139

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

Five (5) Storeys Above Ground; Three (3) Storeys Below Ground
Class 2, Class 6, Class 7a

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

Name

The Owners – SP 97139

Address

C/- Jamesons Strata Management – PO Box 2001, Spit Junction 2088

Section 4: Fire safety measures

Fire safety measure	Minimum standard of performance	Date(s) assessed	CFSP *
Fire rated access Panels & Doors and Hoppers	BCA C3.13; AS 1905.1 – 2015	18 January 2021	MA
Automatic Fail Safe Devices	BCA D2.21, BCA 2.22	18 January 2021	MA
Automatic Fire Detection & Alarm System	BCA E2.2, BCA C3.8, BCA D2.21 Table E2.2a, Spec E2.2a; AS 3786 – 2014 AS 1670.1 – 2015	18 January 2021	MA
Automatic Fire Suppression Systems Sprinklers in Basement Carpark	BCA E1.5, Spec E1.5; AS 2118.1 – 1999; AS 1670.3 – 2004	18 January 2021	MA
Emergency lighting	BCA E4.2, E4.3, E4.4; AS 2293.1 – 2005	18 January 2021	MA
Exit Signs	BCA E4.5, E4.6, E4.8; AS 2291.1 – 2005	18 January 2021	MA
Evacuation Charts	AS 3745 – 1995	18 January 2021	MA
Fire Attenuation Screens	Fire Engineering Report prepared by: Mardiros Tatian of BCA Innovations Pty Ltd. Report No. PRO-01617-M6H7, Revision: V3 dated 19/07/2018	18 January 2021	MA
Fire Dampers	BCA C3.15, Spec C3.15, BCA E2.2, Spec E2.2a, Spec E2.2B; AS 1668.1 – 2015	18 January 2021	MA

Address

Fire Safety Statement

Part 9 of the Environmental Planning and Assessment Regulation 2000



Fire Doors	BCA C2.12, C2.13, C3.4, C3.5, C3.6, C3.7, C3.8, C3.11, C3.13, D2.8, Spec C3.4; AS 1905.1 – 2015	18 January 2021	MA
Fire Hydrant Systems	BCA E1.3; AS 2419.1 – 2005	18 January 2021	MA
Fire Seals	BCA C3.11, C3.12, C3.13, C3.15, C3.16, Spec C3.15; AS 4072.1 – 2005, AS 1530.4 – 2014	18 January 2021	MA
Hose Reel Systems	BCA E1.4; AS 2441 – 2005	18 January 2021	MA
Lightweight Construction	BCA C1.1, Spec C1.1, BCA C1.8, Spec C1.8; AS 1530.4 – 2014	18 January 2021	MA
Mechanical Air Handling Systems	BCA E2.2, F4.5(B), F4.11, F4.12; AS 1668.1 – 2015; AS 1668.2 – 2012	18 January 2021	MA
Path of Travel for stairways, Passageway and Ramps	EP&A Reg 2000, Clause 184-186	18 January 2021	MA
Portable Fire Extinguishers	BCA E1.6; AS 2444 – 2001	18 January 2021	MA
Warning & Operational Signs	BCA D2.23, BCA E3.3 EP&A Regs 2000, Clause 183; BCA D2.23, BCA E3.3 EP&A Regs 2000, Clause 183	18 January 2021	MA
Fire Engineering Report Prepared by: Mardiros Tatian of BCA Innovations Pty Ltd Report No. PRO-01617 – M6H7, Revision: V3, dated 19/07/2018	DTS Departure from Clause C3.2 and C3.4 - To permit the numerous openings at the ground floor level1, Level 2, Level 3, Level 4, and Level 5 to be within 3m of the side allotment boundary to not be protected in accordance with BCA Clause C3.4. - DTS Departure from Clause C1.1and Spec C1.1 Table 3 – to permit the topmost storey of the building to be constructed with fire rated timber frame construction as required by BCA Table 3 of Specification C1.1. - DTS Departure from Clause E1.3 and AS 2419.1 – 2005 – to permit the fire hydrant booster assembly (within 10m of the building) to not be provided with a shielding wall which extends 2m either side of the booster assembly and 3m above the upper hose connections. - DTS departure from Clause D1.2 – to permit a single exit in the basement carpark level 3 in lieu of two (2) exits as required by Clause D1.2 of the BCA. - DTS Departure from Clause D2.20 – to permit the door to encroach within 500mm of required exit width in fire isolated stair near main switch room. - DTS departure from Clause D1.7(B) – to permit the fire isolated stair (Block A) serving the residential parts of the Building to discharge within a covered area of the building that is not open for at least 1/3 of the perimeter and does not have a clear height of at least 3m. - DTS Departure from Clause D1.3 – to permit the residential stairway serving Block B of the	18 January 2021	MA

Address

Fire Safety Statement

Part 9 of the Environmental Planning and Assessment Regulation 2000



	building to connect more 3 storeys and not be fire-isolated. - DTS Departure from Clause C2.6 – to permit the external non-loadbearing spandrel walls of the common lobby (Block B stairway) which are located more than 3m from the side boundary to not be provided with FRL 60/60/60 vertical spandrels as required by Clause C2.6 of the BCA. - DTS Departure from Clause C2.6 – to permit horizontal spandrels of Block A facing the podium to project outwards from the external face of the wall less than 1100mm as required by Clause C2.6 of the BCA.		
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* See notes on page 4 about how to correctly identify a Competent Fire Safety Practitioner (CFSP).

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

Part of the building inspected	Date(s) inspected	CFSP *
Common Area paths of Travel	18 January 2021	MA

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

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

Full name	Phone	Email	Accreditation No *	Signature
Michael Ayoub	(02) 9592 0882	service@omegafire.com.au	F026133A	

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

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

Full name

Anthony Vumbaca

Organisation (if applicable)

Title/Position (if applicable)

Jamesons Strata Management	Strata Managing Agent
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Phone

Email

02 8969 3300	certifications@jamesons.com.au
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The person issuing the statement must not be a CFSP listed in section 6.

Section 8: Annual fire safety statement declaration

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

- each essential fire safety measure specified in this statement has been assessed by a competent fire safety practitioner and was found, when it was assessed, to be capable of performing:
 - in the case of an essential fire safety measure applicable by virtue of a fire safety schedule, to a standard no less than that specified in the schedule, or
 - in the case of an essential fire safety measure applicable otherwise than by virtue of a fire safety schedule, to a standard no less than that to which the measure was originally designed and implemented, and
- the building has been inspected by a competent fire safety practitioner and was found, when it was inspected, to be in

Address

Fire Safety Statement

Part 9 of the Environmental Planning and Assessment Regulation 2000



a condition that did not disclose any grounds for a prosecution under Division 7 of Part 9 of the Regulation.

Owner/Agent Signature

A handwritten signature in black ink, appearing to be "H. Dan".

Date issued

18/04/2021

Section 9: Supplementary fire safety statement declaration

I, [Click here](#)

(insert full name) being the: ☐ owner ☐ owner's agent

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

Owner/Agent Signature

Date issued

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

Fire Safety Statement

Information to help building owners complete the Fire Safety Statement form



Section 11 SP 97139 – 446 – 448 Bunnerong Rd, Matraville

Fire rated access Panels & Doors and Hoppers	BCA C3.13; AS 1905.1 – 2015
Automatic Fail Safe Devices	BCA D2.21, BCA 2.22
Automatic Fire Detection & Alarm System	BCA E2.2, BCA C3.8, BCA D2.21 Table E2.2a, Spec E2.2a; AS 3786 – 2014 AS 1670.1 – 2015
Automatic Fire Suppression Systems Sprinklers in Basement Carpark	BCA E1.5, Spec E1.5; AS 2118.1 – 1999; AS 1670.3 – 2004
Emergency lighting	BCA E4.2, E4.3, E4.4; AS 2293.1 – 2005
Exit Signs	BCA E4.5, E4.6, E4.8; AS 2291.1 – 2005
Evacuation Charts	AS 3745 – 1995
Fire Attenuation Screens	Fire Engineering Report prepared by: Mardiros Tatian of BCA Innovations Pty Ltd. Report No. PRO-01617-M6H7, Revision: V3 dated 19/07/2018
Fire Dampers	BCA C3.15, Spec C3.15, BCA E2.2, Spec E2.2a, Spec E2.2B; AS 1668.1 – 2015
Fire Doors	BCA C2.12, C2.13, C3.4, C3.5, C3.6, C3.7, C3.8, C3.11, C3.13, D2.8, Spec C3.4; AS 1905.1 – 2015
Fire Hydrant Systems	BCA E1.3; AS 2419.1 – 2005
Fire Seals	BCA C3.11, C3.12, C3.13, C3.15, C3.16, Spec C3.15; AS 4072.1 – 2005, AS 1530.4 – 2014
Hose Reel Systems	BCA E1.4; AS 2441 – 2005
Lightweight Construction	BCA C1.1, Spec C1.1, BCA C1.8, Spec C1.8; AS 1530.4 – 2014
Mechanical Air Handling Systems	BCA E2.2, F4.5(B), F4.11, F4.12; AS 1668.1 – 2015; AS 1668.2 – 2012
Path of Travel for stairways, Passageway and Ramps	EP&A Reg 2000, Clause 184-186
Portable Fire Extinguishers	BCA E1.6; AS 2444 – 2001
Warning & Operational Signs	BCA D2.23, BCA E3.3 EP&A Regs 2000, Clause 183; BCA D2.23, BCA E3.3 EP&A Regs 2000, Clause 183
Fire Engineering Report Prepared by: Mardiros Tatian of BCA Innovations Pty Ltd Report No. PRO-01617 – M6H7, Revision: V3, dated 19/07/2018	DTS Departure from Clause C3.2 and C3.4 - To permit the numerous openings at the ground floor level1, Level 2, Level 3, Level 4, and Level 5 to be within 3m of the side allotment boundary to not be protected in accordance with BCA Clause C3.4. - DTS Departure from Clause C1.1and Spec C1.1 Table 3 – to permit the topmost storey of the building to be constructed with fire rated timber frame construction as required by BCA Table 3 of Specification C1.1. - DTS Departure from Clause E1.3 and AS 2419.1 – 2005 – to permit the fire hydrant booster assembly (within 10m of the building) to not be provided with a shielding wall which extends 2m either side of the booster assembly and 3m above the upper hose connections. - DTS departure from Clause D1.2 – to permit a single exit in the basement carpark level 3 in lieu of two (2) exits as required by Clause D1.2 of the BCA.

Address

Fire Safety Statement

Information to help building owners complete the Fire Safety Statement form



	- DTS Departure from Clause D2.20 – to permit the door to encroach within 500mm of required exit width in fire isolated stair near main switch room. - DTS departure from Clause D1.7(B) – to permit the fire isolated stair (Block A) serving the residential parts of the Building to discharge within a covered area of the building that is not open for at least 1/3 of the perimeter and does not have a clear height of at least 3m. - DTS Departure from Clause D1.3 – to permit the residential stairway serving Block B of the building to connect more 3 storeys and not be fire-isolated. - DTS Departure from Clause C2.6 – to permit the external non-loadbearing spandrel walls of the common lobby (Block B stairway) which are located more than 3m from the side boundary to not be provided with FRL 60/60/60 vertical spandrels as required by Clause C2.6 of the BCA. - DTS Departure from Clause C2.6 – to permit horizontal spandrels of Block A facing the podium to project outwards from the external face of the wall less than 1100mm as required by Clause C2.6 of the BCA.	
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Address

Fire Safety Statement

Information to help building owners complete the Fire Safety Statement form



Please note:

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

General

- Please print in CAPITAL LETTERS and complete all relevant sections in full.
- A reference to 'the Regulation' is a reference to the *Environmental Planning and Assessment Regulation 2000*.
- A 'CFSP' is a competent fire safety practitioner recognised under clause 167A of the Regulation.
- The completed fire safety statement form must be submitted to both the local council and Fire and Rescue NSW.
- Please contact your local council for further information about how to submit the completed statement.
- Completed statements can be emailed to Fire and Rescue NSW at afss@fire.nsw.gov.au. Alternately, statements can be posted to Fire and Rescue NSW, Locked Bag 12, Greenacre NSW 2190. For further information about this process, please visit the 'Lodge a fire safety statement' page at www.fire.nsw.gov.au.
- As soon as practicable after issuing the fire safety statement, the building owner must display a copy (together with a copy of the current fire safety schedule) in a prominent location within the building.
- Further information about building fire safety is available on the 'Fire safety' page of the Department's website at www.planning.nsw.gov.au.

Section 1: Type of statement

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

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

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

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

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

Section 4: Fire safety measures

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

Address

Fire Safety Statement

Information to help building owners complete the Fire Safety Statement form



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

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

- This section applies only to an annual fire safety statement.
- The purpose of this section is to identify that a CFSP has inspected the fire exits, fire safety notices, doors relating to fire exits and paths of travel to fire exits in the building or part of the building and found there has been no breach of Division 7 of Part 9 of the Regulation.
- The table in section 5 must detail the parts of the building that were inspected. The date(s) of the inspection(s) must be within the 3 months prior to the date the annual fire safety statement is issued.
- The accreditation number of the CFSP who inspected the whole or part of the building listed in section 5 must be nominated against the relevant part in the column titled 'CFSP'. If the CFSP is not required to be accredited, the name of the CFSP must be listed. Further information on the accreditation number is provided at section 6.

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

- A CFSP is a person engaged by the building owner(s) to undertake the assessment of fire safety measures in section 4 and the inspection of the buildings exit systems in section 5 (for an annual fire safety statement). Under clause 167A of the Regulation, the building owner(s) must form the opinion in writing that the person is a CFSP unless the person is required to be accredited (see below).
- The purpose of this section is to record the name and contact details of each CFSP who assessed a fire safety measure listed in section 4 or inspected the building or part of the building as specified in section 5.
- Each CFSP listed in the table must also sign the fire safety statement. Alternatively, a CFSP could provide the building owner or agent with a separate signed document to endorse the relevant part of the fire safety statement.
- An accreditation scheme for CFSPs is expected to start in January 2020.
- After the accreditation scheme begins, CFSPs will need to be selected from a register of recognised practitioners. The accreditation number of each relevant CFSP must be listed on the form. Until the accreditation scheme commences, or if a practitioner is of a class of persons that is not required to be accredited under clause 167A of the Regulation, there is no requirement to include an accreditation number on the form.
- Further information about the accreditation scheme can be found at www.fairtrading.nsw.gov.au.

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

- The purpose of this section of the form is to detail the name and contact details of the person who is issuing the statement i.e. the person who completes and signs section 8 or section 9 of the form. This could be the owner(s) of the building or a nominated agent of the owner(s).
- Where a person issues the statement on behalf of an organisation (as the owner of the building), the name of the organisation and the title/position of the person must be provided. The person issuing the statement as a representative of the organisation must have the appropriate authority to do so.
- Where a person issues the statement on behalf of the owner(s) (as the owner's agent), this person must have the appropriate authority from the building owner(s) to undertake this function.
- In the case of a building with multiple owners, one owner may issue the statement, however each of the other owners must authorise the owner who issues the statement to act as their agent.
- The person issuing the statement must not be a CFSP who is listed in section 6. This recognises the different roles and responsibilities for building owner(s) and CFSPs in the fire safety statement process. This is important because the Regulation makes building owners responsible for declaring that fire safety measures have been assessed and the building inspected (for the purposes of section 5) by a CFSP. This ensures that building owners, who are ultimately responsible, remain engaged in the fire safety statement process.
- In addition, until an accreditation scheme commences and accredited practitioners are recognised as CFSPs under the Regulation, or if a practitioner is not required to be accredited, only the building owner(s) can determine that a person is competent to perform the fire safety assessment functions. The building owner(s) are also responsible for ensuring that essential fire safety measures are maintained in accordance with clause 182 of the Regulation. An agent cannot be made responsible for these requirements.

Address

Section 8: Annual fire safety statement declaration

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

Section 9: Supplementary fire safety declaration

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

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MINUTES OF AN ANNUAL GENERAL MEETING FOR THE OWNERS - STRATA PLAN 97139

ADDRESS OF THE STRATA SCHEME: 446-448 Bunnerong Road, MATRAVILLE NSW 2036

DATE, PLACE & TIME OF MEETING: An Annual General Meeting of The Owners - Strata Plan 97139 was held at The Foyer, 446-448 Bunnerong Road, Matraville NSW 2036 on Wednesday, 31 July 2019 at 6:00 PM.

PRESENT:

Lot #	Unit #	Attendance	Owner Name Representative
18	18	Yes	Jiang, S
1	101	Yes	Dive, J
5	201	Yes	Kinsbury, K S & S J
7	203	Yes	Dindial, Z
9	301	Yes	Pearson-Goff, M & McNamara, S
10	302	Yes	Stratos, G I
12	304	Yes	Gardiner, K T
13	401	Yes	Raymond, L
15	403	Yes	Stanway, W S & E M T By proxy to Dive, J

IN ATTENDANCE: B Kou and P Mustaca on behalf of Jamesons Strata Management.

CHAIRPERSON: B Kou acted as Chairperson of the meeting.

QUORUM: The Chairperson declared that there was a quorum present and opened the meeting at 6:00 PM.

MOTIONS:

1 Minutes of Previous General Meeting

RESOLVED that the Minutes of the previous General Meeting held 21/05/2018 was confirmed as a true and accurate account of the proceedings of that Meeting.

2 Annual Statement of Accounts

RESOLVED that the Annual Statement of Accounts for the Administrative Fund and Capital Works Fund (and any other Fund prepared by the Owners Corporation) for the year ended 31/03/2019 was received and adopted.

3 Proposed Annual Budget (Estimated Receipts & Payments)

RESOLVED that the proposed annual estimates of expenditure for the year ending 31/03/2020 was received and adopted and that contributions was determined as follows: -

(a) **RESOLVED** that contributions to the Administrative Fund are estimated in accordance with Section 79 (1) and determined in accordance with Section 81 (1) of the Strata Schemes Management Act 2015 at: -

\$71,462.3 including GST; and

(b) **RESOLVED** that contributions to the Capital Works Fund are based upon the latest Capital Works Fund Report, and are estimated in accordance with Section 79 (2) and determined in accordance with Section 81 (1) of the Strata Schemes Management Act 2015 at: -

\$26,000.00 including GST; and

(c) **RESOLVED** that both contributions be paid in regular equal quarterly instalments, and be due and payable as follows, and continue to be paid as above until otherwise determined by the Owners Corporation:

1/06/2019, 1/09/2019, 1/12/2019, 1/03/2020.

NOTE:

Jiang, S(Lot18) arrived during Motion 3 at 6:08 PM, and left 7:04 PM

The Owners Corporation resolved to increase last years levy contribution by 30%.

4 Audit of Accounts

THE MOTION, "That the Financial Statement of Accounts of the Owners Corporation be audited for the ensuing year and an appropriately qualified person appointed." **WAS DEFEATED.**

5 Capital Works Fund Plan

THE MOTION, "That the Owners Corporation: -

- Prepare and/or review the current Capital Works Fund 10 year plan; and
- Engage a suitably qualified consultant to assess the major capital works and general maintenance requirements of the building;
- Submit that Report to the Strata Committee to determine appropriate action; and
- Delegate to the strata managing agent the authority to undertake any additional functions in accordance with their Agency Agreement to obtain necessary quotations and engage contractors to prepare the Report and any other work as approved by the Strata Committee." **WAS DEFEATED.**

6 Levy Recovery

RESOLVED that the Owners Corporation for the purpose of collecting overdue levy contributions, interest and related expenses thereon and pursuant to the Act (including Section 103 (3) (b), authorised the Strata Managing Agent and/or the Strata Committee to do any of the following: -

a) any previous motion relative to levy recovery be repealed;

b) Levy Recovery Stage 1: issue a Reminder Notice after 31 days from the levy due date for debts in excess of \$200.00;

c) Levy Recovery Stage 2: issue Final Notice after 60 days from the levy due date for debts in excess of \$200.00;

d) Levy Recovery Stage 3: after 90 days from the original date the levy was due, and where the debt is in excess of \$500.00, appoint the services of a debt collection agency, obtain legal advice and/or retain legal representation of solicitors, barristers and/or experts on behalf of The Owners - Strata Plan 97139 to issue a letter of demand and/or to commence, pursue, continue to defend any court, tribunal or any other proceedings against any lot owner, mortgagee in possession and/or former lot owner in relation to all matters arising out of the recovery of levy contributions and the recovery of other debts, including penalties, interest, legal and other costs;

e) Enforce any judgment obtained in the collection of levy contributions including commencing and maintaining bankruptcy or winding up proceedings;

f) Filing an appeal or defending an appeal against any judgment concerning the collection of levy contributions; and

g) Liaise, instruct and prepare all matters with the Owners Corporation's debt collection agents, lawyers and/or experts in relation to any levy recovery proceedings.

And further **RESOLVED** that;

Subject to the agreement of the Strata Committee, the Owners Corporation agree to enter into payment plans for the recovery of outstanding levy contributions in accordance with the provisions of Section 85(5) of the Strata Schemes Management Act 2015.

7 Insurances

(a) General Insurances

RESOLVED that the Owners Corporation noted and confirmed the general insurance cover as effected over the strata scheme and detailed in the meeting agenda.

(b) Insurance Quotations

RESOLVED that the Owners Corporation authorise and delegate to the Strata Committee and Strata Managing Agent the function of obtaining three (3) quotations for insurance over the strata scheme and further that the Strata Managing Agent be authorised and directed to arrange appropriate cover.

(c) Office Bearers Liability Insurance

RESOLVED that the Owners Corporation effects/renews Office Bearer's Liability insurance to cover office holders and/or Committee members from damages claims arising as a result of an act of omission, committed or omitted in good faith in performing the functions of their office, at the existing level of cover as shown in the Insurance Summary contained within the notice of the Annual General Meeting or such other limit that may be determined by the meeting.

(d) Valuation

THE MOTION, "That the Strata Managing Agent be authorised to arrange an annual revaluation of the building for insurance purposes for replacement." **WAS DEFEATED.**

8 Commissions and Training Services

RESOLVED that the below information was received from the Strata Managing Agent on commissions and training services received in the last 12 months and the estimate of commissions and training services to be received in the next 12 months: -

(a) Commission was received totalling **\$0 (nil)** in the past 12 months, and it is estimated an amount of **\$0 (nil)** is likely to be received in the next 12 months.

The total Insurance Commission rebate for the Owners Corporation for the year was: **\$2,307.89.**

9 Fire Safety

RESOLVED that the Owners Corporation approved to engage a suitably qualified consultant/fire contractor to carry out a Fire Safety inspection and, if applicable prepare an Annual Fire Safety Statement (AFSS) in accordance with the provisions of the Environmental Planning and Assessment Act 1979, and;

(a) **RESOLVED** that any essential maintenance/renewal of fire safety measures be reported to the Strata Committee, and;

(b) **RESOLVED** that the Strata Committee be authorised to seek quotations and engage contractors to remedy any deficiencies, and, if applicable arrange for an AFSS to be signed by a competent person on behalf of the strata scheme for lodgement with local Council and the Fire Commissioner.

10 Building Defects & Warranties

10.1 RESOLVED that the Owners Corporation considered construction defects and rectification pursuant to existing applicable warranties where any breach has occurred under the Home Building Act 1989 and determined if any further action is required.

Current warranties at hand include:

Defect Liability Period

The Owners Corporation to review the report from RHM Consultants at this meeting.
A copy of the report is date the 5th July 2019 " Building Inspection Report"

10.2 RESOLVED that the Owners Corporation authorised the Strata Committee to seek legal advice, to review materials provided, conduct and review relevant searches and provide advice for the Owners Corporation and options in respect of "major defects" in the strata scheme.

11 Building Defects Legal Advice

RESOLVED that the one of the two fee proposals obtained to pro legal advice in addressing the building defects was received and approved pursuant to section 103 of the Strata Schemes Management Act 2015 as follows;

The Owners Corporation have instructed to appoint Strata Specialist Lawyers - \$1,760.00 plus Gst

12 Special By-Law - Electronic Keeping of Records and Service of Documents

That the owners corporation **SPECIALLY RESOLVED** pursuant to Section 141 of the Strata Schemes Management Act 2015 to make an additional by-law on the following terms and have it registered.

Record of Votes

All votes were in favour - Unanimous

13 Special By-Law - Electronic Voting

(a) That the Owners Corporation **RESOLVED** pursuant to Regulation 14 of the Strata Schemes Management Regulation 2016 to adopt all the means of voting as provide in regulation 14(1) or as made available by the strata managing agent.

Record of Votes

All votes were in favour - Unanimous

14 Special By-Law - Renovations

That the Owners Corporation **SPECIALLY RESOLVED**:

(a) Pursuant to sections 109, 110 and 136 of the Strata Schemes Management Act 2015, to make an additional by-law on the following terms and have it registered; and

(b) Pursuant to Section 106(3) of the Strata Schemes Management Act 2015 that:

(i) it is inappropriate for the Owners Corporation to maintain, renew, replace or repair any item of cosmetic work or minor renovations referred to and carried out in accordance with the additional by-law; and,

(ii) in the light of the obligations imposed on owners in the additional by-law, the decision of the Owners Corporation will not affect the safety of any building, structure or common property in the strata scheme or detract from the appearance of any property in the strata scheme.

Record of Votes

All votes were in favour - Unanimous

15 Restrictions on Committee

RESOLVED that, for the purposes of Section 36(3) of the Strata Schemes Management Act 2015, there be no special restrictions placed on the Strata Committee in relation to matters which the Committee is authorised to decide without referral to a General Meeting.

16 Election of Strata Committee

RESOLVED that nominations be received for election of the Strata Committee.

N.B. Members must be financial to be eligible for appointment or election to the Strata Committee and consent to the nomination.

(a) Nominations already received prior to this meeting are as follows: **Nil**

(b) That the Owners Corporation determine the number of members of the Strata Committee (not being more than 9) be four (4).

(c) That the following persons be elected in accordance with the provisions of the Strata Schemes Regulation 2016, cl.9 and cl.10

Lot 9 Pearson-Goff, M

Lot 10 Stratos, G

Lot 13 Raymond, L

Lot 20 Ho, M

CLOSURE: There being no further business, the chairperson declared the meeting closed at 7:15 PM.

**MINUTES OF A STRATA COMMITTEE MEETING
FOR THE OWNERS - STRATA PLAN 97139**

ADDRESS OF THE STRATA SCHEME: 446-448 Bunnerong Road, MATRAVILLE NSW 2036

DATE, PLACE & TIME OF MEETING: A meeting of the Strata Committee of The Owners - Strata Plan 97139 was held on Wednesday, 31 July 2019 immediately following the Annual General Meeting at The Foyer, 446-448 Bunnerong Road, Matraville NSW 2036.

PRESENT: Pearson-Goff, M (Lot9), Stratos, G (Lot10), Raymond, L (Lot13).

IN ATTENDANCE: Dive, J (Lot1), Kingsbury, K S & S J (Lot5), Dindial, Z (Lot7), Gardiner, K T (Lot12), Stanway, W S & E M T (By proxy to Dive, J).

CHAIRPERSON: B, Kou acted as Chairperson of the meeting.

MOTIONS:

1 Appointment Chairperson, Secretary & Treasurer

RESOLVED that, pursuant to Section 41 of the Strata Schemes Management Act, 2015:

(a) **RESOLVED** that Pearson-Goff, M (Lot9) was appointed Chairperson of the Strata Committee until the conclusion of the next Annual General Meeting.

(b) **RESOLVED** that Ho, M (Lot20) was appointed Secretary of the Strata Committee until the conclusion of the next Annual General Meeting.

(c) **RESOLVED** that Raymond, L (Lot13) was appointed Treasurer of the Strata Committee until the conclusion of the next Annual General Meeting.

2 Committee Liaison

(a) **RESOLVED** that Pearson-Goff, M (Lot9) was nominated to liaise with the Strata Managing Agent and be the schemes point of contact.

(b) **RESOLVED** that Ho, M (Lot20) was nominated to liaise with the Strata Managing Agent and be the schemes substitute point of contact.

3 Minutes of the last meeting

RESOLVED that the Minutes of the last Strata Committee Meeting was confirmed as a true record of the proceedings of that Meeting.

4 Property & Administrative Matters

RESOLVED that any property and administrative matters presented was considered and accordingly dealt with by the Meeting.

5 Future Meetings

RESOLVED that the date, time and place of future meetings was determined as follows:

(a) Annual General Meeting - To be determined by the Strata Committee.

(b) Strata Committee Meetings - To be determined by the Strata Committee.

CLOSURE: There being no further business, the chairperson declared the meeting closed at 7:20 PM.

Approved Budget to apply from 01/04/2019

Owners Strata Plan 97139

446-448 Bunnerong Road, MATRAVILLE NSW 2036

Administrative Fund

Approved budget

Revenue

Levies Receivable--Ordinary-- Admin	64,965.73
<i>Total revenue</i>	64,965.73

Less expenses

Admin--Agent Disbursements	1,417.00
Admin--Agent--Management Fees--Standard	7,654.00
Admin--Auditors--Audit Services	400.00
Admin--Other Expenses--General--Admin	70.00
Admin--Telephone Charges	1,272.00
Insurance--Building Insurance Premiums	7,272.00
Insurance--Building Valuation Fee	500.00
Maint Bldg--Building--General Repairs	1,500.00
Maint Bldg--Cleaning, Lawns, Gardens	20,000.00
Maint Bldg--Fire Protection--Contract/Repairs	3,181.00
Maint Bldg--Lift--Maintenance Contract/Repairs	6,000.00
Utility--Electricity Supply	12,000.00
Utility--Water & Sewerage	4,000.00
<i>Total expenses</i>	65,266.00

Surplus/Deficit

Opening balance	(300.27)
	(9,564.16)

Closing balance

-\$9,864.43

Total units of entitlement	10000
Levy contribution per unit entitlement	\$7.15

Budgeted standard levy revenue	64,965.73
Add GST	6,496.57
Amount to raise in levies including GST	\$71,462.30

Capital Works Fund**Approved
budget****Revenue**

Levies Receivable--Ordinary--Capital Works	23,636.36
<i>Total revenue</i>	<u>23,636.36</u>

Less expenses

Maint Bldg--Building Condition Report	13,000.00
Maint Bldg--General Replacement	5,000.00
<i>Total expenses</i>	<u>18,000.00</u>

Surplus/Deficit5,636.36

Opening balance 15,374.45

Closing balance\$21,010.81

Total units of entitlement 10000
Levy contribution per unit entitlement \$2.60

Budgeted standard levy revenue 23,636.36
Add GST 2,363.64
Amount to raise in levies including GST \$26,000.00

Approved Levy Schedule to apply from 01/04/2019

Owners Strata Plan 97139

446-448 Bunnerong Road, MATRAVILLE NSW 2036

Quarterly levy instalments that apply to each lot from budgets accepted by the general meeting:

Lot	Unit	Unit Entitlement	Admin Fund	Capital Works Fund	Quarterly Total	Annual Total
1	101	423.00	755.75	274.95	1,030.70	4,122.80
2	102	365.00	652.10	237.25	889.35	3,557.40
3	103	374.00	668.20	243.10	911.30	3,645.20
4	104	400.00	714.65	260.00	974.65	3,898.60
5	201	428.00	764.65	278.20	1,042.85	4,171.40
6	202	369.00	659.25	239.85	899.10	3,596.40
7	203	407.00	727.15	264.55	991.70	3,966.80
8	204	405.00	723.60	263.25	986.85	3,947.40
9	301	433.00	773.60	281.45	1,055.05	4,220.20
10	302	383.00	684.25	248.95	933.20	3,732.80
11	303	412.00	736.10	267.80	1,003.90	4,015.60
12	304	409.00	730.70	265.85	996.55	3,986.20
13	401	461.00	823.60	299.65	1,123.25	4,493.00
14	402	423.00	755.75	274.95	1,030.70	4,122.80
15	403	526.00	939.75	341.90	1,281.65	5,126.60
16	501	376.00	671.75	244.40	916.15	3,664.60
17	502	494.00	882.60	321.10	1,203.70	4,814.80
18	18	428.00	764.65	278.20	1,042.85	4,171.40
19	19	430.00	768.25	279.50	1,047.75	4,191.00
20	20	374.00	668.20	243.10	911.30	3,645.20
21	21	362.00	646.75	235.30	882.05	3,528.20
22	22	517.00	923.65	336.05	1,259.70	5,038.80
23	Shop1	207.00	369.85	134.55	504.40	2,017.60
24	Shop2	254.00	453.80	165.10	618.90	2,475.60
25	Shop3	264.00	471.65	171.60	643.25	2,573.00
26	Suite4	38.00	67.90	24.70	92.60	370.40
27	Suite5	38.00	67.90	24.70	92.60	370.40
		10,000.00	\$17,866.05	\$6,500.00	\$24,366.05	\$97,464.20

From: Bryan Kou
Sent: Monday, 19 October 2020 4:58 AM
To: Minutes
Subject: FW: SP 97139 AGM minutes
Attachments: Annual General Meeting_Minutes-Owners Strata Plan 97139P.PDF

Thank you for the below email.

Kind regards,

Bryan Kou
Licensed Strata Manager – Jamesons Strata Management

T. +61 2 8969 3300 | **D.** +61 2 8089 3406

A. Level 1, 483 Riley Street Surryhills NSW 2010

W. www.jamesons.com.au



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From: Bryan Kou
Sent: Friday, 26 June 2020 3:10 PM
To: Selina Shang <SelinaS@jamesons.com.au>
Subject: SP 97139 AGM minutes

Hey S

Please issue minutes to all owners by email, also post to the one without email address

They also have special levy

Thank you

Kind regards,

Jamesons Strata Management

Bryan Kou

Strata Manager

Jameson & Associates Unit Services Pty Ltd

PO Box 2001 Spit Junction NSW 2088

T. +61 2 8969 3300 | **D.** +61 2 8089 3406 | **F.** +61 2 9969 0633

www.jamesons.com.au

Please ensure your Strata Plan number is listed in the subject line of your emails for ease of reference.

**LOG A
MAINTENANCE
REQUEST**

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From: Sonja Pehcevska

Sent: Friday, 26 June 2020 3:06 PM

To: Bryan Kou <Bryank@jamesons.com.au>

Subject: SP 97139 Amended Budget

Hi Bryan,

Now the total Special Levy is \$29131.00 exc GST.

\$15909 have already been raised, the additional Special Levy you need to raise is \$13222.00 +GST, that is \$14544.20

Sonja

MINUTES OF AN ANNUAL GENERAL MEETING FOR THE OWNERS - STRATA PLAN 97139 HELD BY ELECTRONIC VOTING

ADDRESS OF THE STRATA SCHEME: 446-448 Bunnerong Road, MATRAVILLE NSW 2036

DATE, PLACE & TIME OF MEETING: An Annual General Meeting of The Owners - Strata Plan 97139 was held by electronic voting on 22/06/2020 at 10:00 AM.

PRESENT:

Lot #	Unit #	Attendance	Owner Name Representative
5	201	Yes	Kingsbury, K S & S J
7	203	Yes	Dindial, Z
9	301	Yes	Pearson-Goff, M & McNamara, S
10	302	Yes	Strattos, G I
13	401	Yes	Raymond, L
15	403	Yes	Stanway, W S & E M T

IN ATTENDANCE: Bryan Khou on behalf of Jamesons Strata Management

CHAIRPERSON: Bryan Khou acted as Chairperson of the meeting

MOTIONS:

1 Minutes of Previous General Meeting

THE MOTION That the Minutes of the previous General Meeting held 31/03/2020 be confirmed as a true and accurate account of the proceedings of that Meeting **WAS AMENDED AND RESOLVED**.

2 Annual Statement of Accounts

RESOLVED That the Annual Statement of Accounts for the Administrative Fund and Capital Works Fund (and any other Fund prepared by the Owners Corporation) for the year ended 31/03/2020 be received and adopted.

3 Proposed Annual Budget (Estimated Receipts & Payments)

THE MOTION That the proposed annual estimates of expenditure for the year ending 31/03/2021 be received and adopted and that contributions be determined as follows: -

(a) That contributions to the Administrative Fund are estimated in accordance with Section 79 (1) and determined in accordance with Section 81 (1) of the Strata Schemes Management Act 2015 at: -

\$95,601.00 including GST; and

(b) That contributions to the Capital Works Fund are based upon the latest Capital Works Fund Report, and are estimated in accordance with Section 79 (2) and determined in accordance with Section 81 (1) of the Strata Schemes Management Act 2015 at: -

\$7,711.00 including GST; and

(c) That both contributions be paid in regular equal quarterly instalments, and be due and payable as follows, and continue to be paid as above until otherwise determined by the Owners Corporation:

01/09/2020, 01/12/2020, 01/03/2021 and 01/06/2021

WAS AMENDED AND RESOLVED

4 Special Levy to Cover Deficit

RESOLVED That for the purpose of Section 81(4) of the Strata Schemes Management Act, 2015 the Treasurer is authorised and directed to levy on each owner of a lot in the strata scheme a contribution to the Administrative Fund, such levy to be in proportion to their respective unit entitlements and in accordance with Section 83 of the Act a total amount of \$14,544.34 including GST to be due and payable on 01/09/2020, to fund the current deficit and is to be paid into the Administrative Fund.

5 Audit of Accounts

THE MOTION That the Financial Statement of Accounts of the Owners Corporation be audited for the ensuing year and an appropriately qualified person appointed **WAS DEFEATED**.

6 Capital Works Fund Plan

THE MOTION That the Owners Corporation: -

- Prepare and/or review the current Capital Works Fund 10 year plan; and
- Engage a suitably qualified consultant to assess the major capital works and general maintenance requirements of the building;
- Submit that Report to the Strata Committee to determine appropriate action; and
- Delegate to the strata managing agent the authority to undertake any additional functions in accordance with their Agency Agreement to obtain necessary quotations and engage contractors to prepare the Report and any other work as approved by the Strata Committee **WAS DEFEATED**.

7 Levy Recovery

RESOLVED That the Owners Corporation for the purpose of collecting overdue levy contributions, interest and related expenses thereon and pursuant to the Act (including Section 103 (3) (b), authorise the Strata Managing Agent and/or the Strata Committee to do any of the following: -

a) any previous motion relative to levy recovery be repealed;

b) Levy Recovery Stage 1: issue a Reminder Notice after 31 days from the levy due date for debts in excess of \$200.00;

c) Levy Recovery Stage 2: issue Final Notice after 60 days from the levy due date for debts in excess of \$200.00;

d) Levy Recovery Stage 3: after 90 days from the original date the levy was due, and where the debt is in excess of \$500.00, appoint the services of a debt collection agency, obtain legal advice and/or retain legal representation of solicitors, barristers and/or experts on behalf of The Owners - Strata Plan 97139 to issue a letter of demand and/or to commence, pursue, continue to defend any court, tribunal or any other proceedings against any lot owner, mortgagee in possession and/or former lot owner in relation to all matters arising out of the recovery of levy contributions and the recovery of other debts, including penalties, interest, legal and other costs;

e) Enforce any judgment obtained in the collection of levy contributions including commencing and maintaining bankruptcy or winding up proceedings;

f) Filing an appeal or defending an appeal against any judgment concerning the collection of levy contributions; and

g) Liaise, instruct and prepare all matters with the Owners Corporation's debt collection agents, lawyers and/or experts in relation to any levy recovery proceedings.

And further **RESOLVED** that;

Subject to the agreement of the Strata Committee, the Owners Corporation agree to enter into payment plans for the recovery of outstanding levy contributions in accordance with the provisions of Section 85(5) of the Strata Schemes Management Act 2015.

Insurances**(a) General Insurances**

RESOLVED That the Owners Corporation note and confirm the general insurance cover as effected over the strata scheme and detailed in the meeting agenda.

(b) Insurance Quotations

RESOLVED That the Owners Corporation authorise and delegate to the Strata Committee and Strata Managing Agent the function of obtaining three (3) quotations for insurance over the strata scheme and further that the Strata Managing Agent be authorised and directed to arrange appropriate cover.

(c) Office Bearers Liability Insurance

RESOLVED That the Owners Corporation effects/renews Office Bearer's Liability insurance to cover office holders and/or Committee members from damages claims arising as a result of an act of omission, committed or omitted in good faith in performing the functions of their office, at the existing level of cover as shown in the Insurance Summary contained within the notice of the Annual General Meeting or such other limit that may be determined by the meeting.

(d) Valuation

RESOLVED That the Strata Managing Agent be authorised to arrange an annual revaluation of the building for insurance purposes for replacement.

N.B. The average cost of a valuation is between \$250.00 - \$450.00.

Date of the last Building Valuation: 28/05/2018.

INSURANCE SUMMARY**Insurance Commission**

Please note that Jamesons rebates 100% of the Insurance Commission directly back to our clients.

The total Insurance Commission rebate for the Owners Corporation for the year was: **\$2,307.89.**

Building Insurance Information

Policy No.HU0045913
 Chu - Qbe Insurance (australia) Ltd
 Type : Strata
 Broker : Coverforce Partners Pty Ltd

Premium : \$13,748.41 Paid on : 1/01/1901 Start : 1/06/2019 Next due : 1/06/2020

Cover	Sum Insured	Excess	
Building	\$10,400,000.00	\$500.00	
Common Contents	\$104,000.00	\$500.00	
Loss of Rent	\$1,560,000.00	\$500.00	
Catastrophe	\$1,560,000.00	\$500.00	
Public Liability	\$20,000,000.00	\$500.00	
Fidelity Guarantee	\$100,000.00	\$500.00	
Voluntary Workers	\$200,000/\$2,000	\$500.00	
Office Bearers Liability	\$100,000.00	\$500.00	
Machinery Breakdown	\$100,000.00	\$500.00	
Government Audit Costs	\$25,000.00	\$500.00	
Legal Expenses	\$50,000.00	\$500.00	
Lot Owner's Fixtures & Improvements		\$250,000.00	\$500.00
Appeal Expenses	\$100,000.00	\$500.00	
Ext Cover- Rent/temp Accom 15%	\$234,000.00	\$500.00	
Escalation Cost - Temp Accom 5%		\$78,000.00	\$500.00
Cost Of Storage And Evacuation	\$78,000.00	\$500.00	

9 Commissions and Training Services

RESOLVED That the below information be received from the Strata Managing Agent on commissions and training services received in the last 12 months and the estimate of commissions and training services to be received in the next 12 months: -

(a) Commission was received totalling **\$0 (nil)** in the past 12 months, and it is estimated an amount of **\$0 (nil)** is likely to be received in the next 12 months.

The total Insurance Commission rebate for the Owners Corporation for the year was: **\$2,307.89**.

10 Fire Safety

RESOLVED That the Owners Corporation engage a suitably qualified consultant/fire contractor to carry out a Fire Safety inspection and, if applicable prepare an Annual Fire Safety Statement (AFSS) in accordance with the provisions of the Environmental Planning and Assessment Act 1979, and;

(a) that any essential maintenance/renewal of fire safety measures be reported to the Strata Committee, and;

(b) that the Strata Committee be authorised to seek quotations and engage contractors to remedy any deficiencies, and, if applicable arrange for an AFSS to be signed by a competent person on behalf of the strata scheme for lodgement with local Council and the Fire Commissioner.

11 Restrictions on Committee

RESOLVED That, for the purposes of Section 36(3) of the Strata Schemes Management Act 2015, there be no special restrictions placed on the Strata Committee in relation to matters which the Committee is authorised to decide without referral to a General Meeting.

12 Election of Strata Committee

RESOLVED That nominations be received for election of the Strata Committee.

N.B. Members must be financial to be eligible for appointment or election to the Strata Committee and consent to the nomination.

(a) Nominations already received prior to this meeting are as follows: Nil

(b) That the Owners Corporation determine the number of members of the Strata Committee as 4.

M Pearson-Goff

G Strattos

M Ho

L Raymond

(c) That the Strata Committee be elected in accordance with the provisions of the Strata Schemes Regulation 2016, cl.9 and cl.10

Noted: That the eligible tenant representative on the Strata Committee is: N/A

CLOSURE: There being no further business, the chairperson declared the meeting closed.

CHAIRPERSON



MINUTES OF AN ANNUAL GENERAL MEETING FOR THE OWNERS - STRATA PLAN 97139 HELD BY VIDEO/TELECONFERENCE

ADDRESS OF THE STRATA SCHEME: 446-448 Bunnerong Road, MATRAVILLE NSW 2036

DATE, PLACE & TIME OF MEETING: An Annual General Meeting of The Owners - Strata Plan 97139 was held via video/teleconference on 09/06/2021 at 05:30 PM.

PRESENT:

Lot #	Unit #	Attendance	Owner Name Representative
1	101	Yes	Dive, J
5	201	Yes	Kinsbury, K S & S J
7	203	Yes	Dindial, Z
9	301	Yes	Beamond, D A & G
13	401	Yes	Raymond, L
14	402	Yes	Kersten, A & Chuang, H N C
15	403	Yes	Stanway, W S & E M T
20	20	Yes	Ho, M M H

IN ATTENDANCE: Bryan Khou on behalf of Jamesons Strata Management

CHAIRPERSON: Bryan Khou acted as Chairperson of the meeting

QUORUM: The Chairperson declared that there was a quorum present and opened the meeting at 05:32 PM.

MOTIONS:

1 Minutes of Previous General Meeting

RESOLVED that the Minutes of the previous General Meeting held 22/06/2020 be confirmed as a true and accurate account of the proceedings of that Meeting.

2 Annual Statement of Accounts

RESOLVED That the Annual Statement of Accounts for the Administrative Fund and Capital Works Fund (and any other Fund prepared by the Owners Corporation) for the year ended 31/03/2021 be received and adopted.

3 Proposed Annual Budget (Estimated Receipts & Payments)

RESOLVED That the proposed annual estimates of expenditure for the year ending 31/03/2022 be received and adopted and that contributions be determined as follows: -

(a) That contributions to the Administrative Fund are estimated in accordance with Section 79 (1) and determined in accordance with Section 81 (1) of the Strata Schemes Management Act 2015 at: -

\$95,601.00 INCLUDING GST; and

(b) That contributions to the Capital Works Fund are based upon the latest Capital Works Fund Report, and are estimated in accordance with Section 79 (2) and determined in accordance with Section 81 (1) of the Strata Schemes Management Act 2015 at: -

\$7,711.00 INCLUDING GST; and

(c) That both contributions be paid in regular quarterly instalments, and be due and payable as follows, and continue to be paid as above until otherwise determined by the Owners Corporation:

01/09/2021, 01/12/2021, 01/03/2022, 01/06/2022.

4 Audit of Accounts

THE MOTION, "That the Financial Statement of Accounts of the Owners Corporation be audited for the ensuing year and an appropriately qualified person appointed." **WAS DEFEATED.**

5 Capital Works Fund Plan

THE MOTION, "That the Owners Corporation: -

- Prepare and/or review the current Capital Works Fund 10 year plan; and
- Engage a suitably qualified consultant to assess the major capital works and general maintenance requirements of the building;
- Submit that Report to the Strata Committee to determine appropriate action; and
- Delegate to the strata managing agent the authority to undertake any additional functions in accordance with their Agency Agreement to obtain necessary quotations and engage contractors to prepare the Report and any other work as approved by the Strata Committee.." **WAS DEFEATED.**

6 Levy Recovery

RESOLVED that the Owners Corporation for the purpose of collecting overdue levy contributions, interest and related expenses thereon and pursuant to the Act (including Section 103 (3) (b), authorise the Strata Managing Agent and/or the Strata Committee to do any of the following: -

- a) any previous motion relative to levy recovery be repealed;
- b) Levy Recovery Stage 1: issue a Reminder Notice after 31 days from the levy due date for debts in excess of \$200.00;
- c) Levy Recovery Stage 2: issue Final Notice after 60 days from the levy due date for debts in excess of \$200.00;
- d) Levy Recovery Stage 3: after 90 days from the original date the levy was due, and where the debt is in excess of \$500.00, appoint the services of a debt collection agency, obtain legal advice and/or retain legal representation of solicitors, barristers and/or experts on behalf of The Owners - Strata Plan 97139 to issue a letter of demand and/or to commence, pursue, continue to defend any court, tribunal or any other proceedings against any lot owner, mortgagee in possession and/or former lot owner in relation to all matters arising out of the recovery of levy contributions and the recovery of other debts, including penalties, interest, legal and other costs;
- e) Enforce any judgment obtained in the collection of levy contributions including commencing and maintaining bankruptcy or winding up proceedings;
- f) Filing an appeal or defending an appeal against any judgment concerning the collection of levy contributions; and
- g) Liaise, instruct and prepare all matters with the Owners Corporation's debt collection agents, lawyers and/or experts in relation to any levy recovery proceedings.

And further that;

Subject to the agreement of the Strata Committee, the Owners Corporation agree to enter into payment plans for the recovery of outstanding levy contributions in accordance with the provisions of Section 85(5) of the Strata Schemes Management Act 2015.

Note: The strata agent is to liaise with CCA lawyer and provide the committee with the current debt recovery status for any lot outstanding.

Insurances**(a) General Insurances**

RESOLVED that the Owners Corporation note and confirm the general insurance cover as effected over the strata scheme and detailed in the meeting agenda.

(b) Insurance Quotations

RESOLVED that the Owners Corporation authorise and delegate to the Strata Committee and Strata Managing Agent the function of obtaining three (3) quotations for insurance over the strata scheme and further that the Strata Managing Agent be authorised and directed to arrange appropriate cover.

(c) Office Bearers Liability Insurance

RESOLVED that the Owners Corporation effects/renews Office Bearer's Liability insurance to cover office holders and/or Committee members from damages claims arising as a result of an act of omission, committed or omitted in good faith in performing the functions of their office, at the existing level of cover as shown in the Insurance Summary contained within the notice of the Annual General Meeting or such other limit that may be determined by the meeting.

(d) Valuation

RESOLVED that the Strata Managing Agent be authorised to arrange an annual revaluation of the building for insurance purposes for replacement.

Commissions and Training Services

RESOLVED that the below information be received from the Strata Managing Agent on commissions and training services received in the last 12 months and the estimate of commissions and training services to be received in the next 12 months: -

(a) Commission was received totalling **\$0 (nil)** in the past 12 months, and it is estimated an amount of **\$0 (nil)** is likely to be received in the next 12 months.

NOTE: Jamesons rebates all insurance commission directly back to the strata scheme. This rebated amount lowers the insurance policy premium payable by the Owners Corporation.

The total Insurance Commission rebate for the Owners Corporation for the year was: **\$2,307.89**.

Fire Safety

RESOLVED that the Owners Corporation engage a suitably qualified consultant/fire contractor to carry out a Fire Safety inspection and, if applicable prepare an Annual Fire Safety Statement (AFSS) in accordance with the provisions of the Environmental Planning and Assessment Act 1979, and;

(a) that any essential maintenance/renewal of fire safety measures be reported to the Strata Committee, and;

(b) that the Strata Committee be authorised to seek quotations and engage contractors to remedy any deficiencies, and, if applicable arrange for an AFSS to be signed by a competent person on behalf of the strata scheme for lodgement with local Council and the Fire Commissioner.

Restrictions on Committee

RESOLVED that, for the purposes of Section 36(3) of the Strata Schemes Management Act 2015, there be no special restrictions placed on the Strata Committee in relation to matters which the Committee is authorised to decide without referral to a General Meeting.

OR

THE MOTION, "That, for the purpose of Section 36(3) of the Strata Schemes Management Act, 2015, the Strata Committee is directed to refer the following matters to a General Meeting of owners for approval." LAPSES.

11 Election of Strata Committee

RESOLVED that nominations be received for election of the Strata Committee.

N.B. Members must be financial to be eligible for appointment or election to the Strata Committee and consent to the nomination.

(a) Nominations already received in writing prior to this meeting are as follows: Nil.

(b) **RESOLVED** that the Owners Corporation determine the number of members of the Strata Committee (not being more than 9) to be four (4);

(c) **RESOLVED** that the following persons be the members of the Strata Committee elected in accordance with the provisions of the Strata Schemes Regulation 2016, cl.9 and cl.10:

Lisa Raymond	Unit 401
Antonie Kersten	Unit 402
William Stanway	Unit 403
Matthew Ming Han Ho	Unit 20

CLOSURE: There being no further business, the Chairperson declared the meeting closed at: 06:00 PM.

CHAIRPERSON

**MINUTES OF A STRATA COMMITTEE MEETING
FOR THE OWNERS - STRATA PLAN 97139 HELD BY VIDEO/TELECONFERENCE**

ADDRESS OF THE STRATA SCHEME: 446-448 Bunnerong Road, MATRAVILLE NSW 2036

DATE, PLACE & TIME OF MEETING: A meeting of the Strata Committee of The Owners - Strata Plan 97139 was held on 09/06/2021 immediately following the Annual General Meeting via video/teleconference.

PRESENT: Raymond, L; Kersten, A; Stanway, W; and Ho, M M H

IN ATTENDANCE: Dive, J; Kingsbury, K S & S J; Dindial, Z; Beamond, and D A & G

CHAIRPERSON: Bryan Khou acted as Chairperson of the meeting.

MOTIONS:

1 Appointment Chairperson, Secretary & Treasurer

RESOLVED that, pursuant to Section 41 of the Strata Schemes Management Act, 2015:

(a) That Antonie Kersten is appointed Chairperson of the Strata Committee until the conclusion of the next Annual General Meeting.

(b) That William Stanway is appointed Secretary of the Strata Committee until the conclusion of the next Annual General Meeting.

(c) That Lisa Raymond is appointed Treasurer of the Strata Committee until the conclusion of the next Annual General Meeting.

2 Committee Liaison

(a) **RESOLVED** that Antonie Kersten is nominated to liaise with the Strata Managing Agent and be the schemes point of contact.

(b) **RESOLVED** that William Stanway is nominated to liaise with the Strata Managing Agent and be the schemes substitute point of contact.

3 Minutes of the last meeting

RESOLVED that the Minutes of the last Strata Committee Meeting be confirmed as a true record of the proceedings of that Meeting.

4 Property & Administrative Matters

RESOLVED that any property and administrative matters presented be considered and accordingly dealt with by the Meeting.

4.1 The strata agent is to liaise with the developer for a defects update and would organise RHM consultancy to be onsite with the developer for defects work sign off.

4.2 The developer is to fix the defects outstanding in unit 401.

4.3 The strata agent is to share the cleaner's detail to the committee, who will contact the cleaner for a discussion of the cleaning quality and consistency.

4.4 The strata agent is to send Stipo electrical to inspect the lights at the car park and provide options available to upgrade to sensor controls.

5 Future Meetings

RESOLVED that the date, time and place of future meetings be determined as follows:

(a) Annual General Meeting - Late May/Early June 2022;

(b) Strata Committee Meetings - to be advised.

CLOSURE: There being no further business, the Chairperson declared the meeting closed at: 06:20 PM.

CHAIRPERSON



Approved Budget to apply from 01/04/2021

60 Harbour Street (Cnr Military Road)
Mosman NSW 2088
PO Box 2001 Spit Junction NSW 2088
T: (02) 8969 3300
info@jamesons.com.au
www.jamesons.com.au

Owners Strata Plan 97139

446-448 Bunnerong Road, MATRAVILLE NSW 2036

Administrative Fund

Approved budget

Revenue

Levies Receivable--Ordinary-- Admin	86,910.00
<i>Total revenue</i>	<u>86,910.00</u>

Less expenses

Admin--Agent Disbursements	1,800.00
Admin--Agent--Management Fees--Additional	4,000.00
Admin--Agent--Management Fees--Standard	5,250.00
Admin--Bank Charges--With GST	100.00
Insurance--Building Insurance Premiums	17,300.00
Maint Bldg--Building--General Repairs	2,000.00
Maint Bldg--Cleaning, Lawns, Gardens	16,000.00
Maint Bldg--Electrical--General Repairs	1,000.00
Maint Bldg--Exhaust/Ventilation Systems	1,200.00
Maint Bldg--Fire Protection--Contract	2,500.00
Maint Bldg--Fire Protection--Repairs	1,500.00
Maint Bldg--Garage Door/s--Contract	500.00
Maint Bldg--Lift--Maintenance Contract	7,800.00
Maint Bldg--Pest/Vermin Control	750.00
Maint Bldg--Plumbing--General Repairs	1,000.00
Maint Bldg--Pumps	600.00
Utility--Electricity Supply	15,500.00
Utility--Gas Supply	700.00
Utility--Water & Sewerage	7,500.00
<i>Total expenses</i>	<u>87,000.00</u>

Surplus/Deficit

(90.00)

Opening balance

(2,996.04)

Closing balance

-\$3,086.04

Total units of entitlement	10000
Levy contribution per unit entitlement	\$9.56

Budgeted standard levy revenue	86,910.00
Add GST	8,691.00
Amount to raise in levies including GST	<u>\$95,601.00</u>

Capital Works Fund**Approved
budget****Revenue**

Levies Receivable--Ordinary--Capital Works 7,010.00

Total revenue 7,010.00

Surplus/Deficit

7,010.00

Opening balance 9,743.63

Closing balance

\$16,753.63

Total units of entitlement 10000

Levy contribution per unit entitlement \$0.77

Budgeted standard levy revenue 7,010.00

Add GST 701.00

Amount to raise in levies including GST \$7,711.00



Approved Levy Posting for

Owners Strata Plan 97139

ABN 46233527913

60 Harbour Street (Cnr Military Road)
Mosman NSW 2088
PO Box 2001 Spit Junction NSW 2088
T: (02) 8969 3300
info@jamesons.com.au
www.jamesons.com.au

First instalment due date: 01/09/2021

Discount: Nil

Instalment frequency: Quarterly

Group:

Number of instalments: 4

Entitlement set: Levy Entitlement

Description: Quarterly Admin/Capital
Works Levy

Levy determination date: 09/06/2021

Lot No.	Unit No.	Unit Entitlement	Administrative Fund	Capital Works Fund	Total
1	101	423.00	4,044.00	326.20	4,370.20
2	102	365.00	3,489.60	281.60	3,771.20
3	103	374.00	3,575.60	288.40	3,864.00
4	104	400.00	3,824.20	308.60	4,132.80
5	201	428.00	4,091.80	330.20	4,422.00
6	202	369.00	3,527.80	284.60	3,812.40
7	203	407.00	3,891.00	314.00	4,205.00
8	204	405.00	3,872.00	312.40	4,184.40
9	301	433.00	4,139.60	334.00	4,473.60
10	302	383.00	3,661.60	295.40	3,957.00
11	303	412.00	3,938.80	317.80	4,256.60
12	304	409.00	3,910.20	315.40	4,225.60
13	401	461.00	4,407.20	355.60	4,762.80
14	402	423.00	4,044.00	326.20	4,370.20
15	403	526.00	5,028.60	405.60	5,434.20
16	501	376.00	3,594.60	290.00	3,884.60
17	502	494.00	4,722.80	381.00	5,103.80
18	18	428.00	4,091.80	330.20	4,422.00
19	19	430.00	4,111.00	331.60	4,442.60
20	20	374.00	3,575.60	288.40	3,864.00
21	21	362.00	3,460.80	279.20	3,740.00
22	22	517.00	4,942.60	398.80	5,341.40
23	Shop1	207.00	1,979.00	159.60	2,138.60
24	Shop2	254.00	2,428.40	196.00	2,624.40
25	Shop3	264.00	2,524.00	203.60	2,727.60
26	Suite4	38.00	363.40	29.40	392.80
27	Suite5	38.00	363.40	29.40	392.80

Lot No.	Unit No.	Unit Entitlement	Administrative Fund	Capital Works Fund	Total
Totals		10,000.00	\$95,603.40	\$7,713.20	\$103,316.60
GST included in amounts to be raised			\$8,691.24	\$701.12	\$9,392.36
Amount to be raised per unit of entitlement			\$9.56	\$0.77	\$10.33

The following advanced instalment settings were used:

Due date	Description	Administrative Fund	Capital Works Fund	Total	Comment
01/09/2021	Quarterly Admin/Capital Works Levy	23,900.25	1,927.75	25,828.00	
01/12/2021	Quarterly Admin/Capital Works Levy	23,900.25	1,927.75	25,828.00	
01/03/2022	Quarterly Admin/Capital Works Levy	23,900.25	1,927.75	25,828.00	
01/06/2022	Quarterly Admin/Capital Works Levy	23,900.25	1,927.75	25,828.00	
		\$95,601.00	\$7,711.00	\$103,312.00	



MINUTES OF AN ANNUAL GENERAL MEETING FOR THE OWNERS - STRATA PLAN 97139 HELD BY VIDEO/TELECONFERENCE

ADDRESS OF THE STRATA SCHEME: 446-448 Bunnerong Road, MATRAVILLE NSW 2036

DATE, PLACE & TIME OF MEETING: An Annual General Meeting of The Owners - Strata Plan 97139 was held via video/teleconference on Tuesday, 14 June 2022 at 05:30 PM.

PRESENT:

Lot #	Unit #	Attendance	Owner Name Representative
19	19	Yes	Falloon, B & Abood, E
1	101	Yes	Dive, J
4	104	Yes	O'Donnell, R & Weston, H
9	301	Yes	Beaumont, D A & G
13	401	Yes	Raymond, L
14	402	Yes	Kersten, A & Chuang, H N C
15	403	Yes	Stanway, W S & E M T

IN ATTENDANCE: Bryan Khou on behalf of Jamesons Strata Management

CHAIRPERSON: Bryan Khou acted as Chairperson of the meeting

QUORUM: The Chairperson declared that there was a quorum present and opened the meeting at 05:30 PM.

MOTIONS:

1 Minutes of Previous General Meeting

RESOLVED that the Minutes of the previous General Meeting held 09/06/21 be confirmed as a true and accurate account of the proceedings of that Meeting.

2 Annual Statement of Accounts

RESOLVED that the Annual Statement of Accounts for the Administrative Fund and Capital Works Fund (and any other Fund prepared by the Owners Corporation) for the year ended 31/03/2022 be received and adopted.

3 Proposed Annual Budget (Estimated Receipts & Payments)

RESOLVED that the proposed annual estimates of expenditure for the year ending 31/03/23 be received and adopted and that contributions be determined as follows: -

(a) **RESOLVED** that contributions to the Administrative Fund are estimated in accordance with Section 79 (1) and determined in accordance with Section 81 (1) of the Strata Schemes Management Act 2015 at: -

\$79,101.00 including GST; and

(b) **AMENDED AND RESOLVED** that contributions to the Capital Works Fund are based upon the latest Capital Works Fund Report, and are estimated in accordance with Section 79 (2) and determined in accordance with Section 81 (1) of the Strata Schemes Management Act 2015 at: -

\$24,211.00 including GST; and

(c) **RESOLVED** that both contributions be paid in regular quarterly instalments, and be due and payable as follows, and continue to be paid as above until otherwise determined by the Owners Corporation:

01/09/22, 01/12/22, 01/03/23, 01/06/23.

4 Audit of Accounts

THE MOTION, "That the Financial Statement of Accounts of the Owners Corporation be audited for the ensuing year and an appropriately qualified person appointed." **WAS DEFEATED.**

5 Capital Works Fund Plan

THE MOTION, "That the Owners Corporation: -

- Prepare and/or review the current Capital Works Fund 10 year plan; and
- Engage a suitably qualified consultant to assess the major capital works and general maintenance requirements of the building;
- Submit that Report to the Strata Committee to determine appropriate action; and
- Delegate to the strata managing agent the authority to undertake any additional functions in accordance with their Agency Agreement to obtain necessary quotations and engage contractors to prepare the Report and any other work as approved by the Strata Committee." **WAS DEFEATED.**

6 Levy Recovery

RESOLVED that the Owners Corporation for the purpose of collecting overdue levy contributions, interest and related expenses thereon and pursuant to the Act (including Section 103 (3) (b), authorise the Strata Managing Agent and/or the Strata Committee to do any of the following: -

a) any previous motion relative to levy recovery be repealed;

b) Levy Recovery Stage 1: issue a Reminder Notice after 31 days from the levy due date for debts in excess of \$200.00;

c) Levy Recovery Stage 2: issue Final Notice after 60 days from the levy due date for debts in excess of \$200.00;

d) Levy Recovery Stage 3: after 90 days from the original date the levy was due, and where the debt is in excess of \$500.00, appoint the services of a debt collection agency, obtain legal advice and/or retain legal representation of solicitors, barristers and/or experts on behalf of The Owners - Strata Plan 97139 to issue a letter of demand and/or to commence, pursue, continue to defend any court, tribunal or any other proceedings against any lot owner, mortgagee in possession and/or former lot owner in relation to all matters arising out of the recovery of levy contributions and the recovery of other debts, including penalties, interest, legal and other costs;

e) Enforce any judgment obtained in the collection of levy contributions including commencing and maintaining bankruptcy or winding up proceedings;

f) Filing an appeal or defending an appeal against any judgment concerning the collection of levy contributions; and

g) Liaise, instruct and prepare all matters with the Owners Corporation's debt collection agents, lawyers and/or experts in relation to any levy recovery proceedings.

And further **RESOLVED** that;

Subject to the agreement of the Strata Committee, the Owners Corporation agree to enter into payment plans for the recovery of outstanding levy contributions in accordance with the provisions of Section 85(5) of the Strata Schemes Management Act 2015.

7 Insurances

(a) General Insurances

RESOLVED that the Owners Corporation note and confirm the general insurance cover as effected over the strata scheme and detailed in the meeting agenda.

(b) Insurance Quotations

RESOLVED that the Owners Corporation authorise and delegate to the Strata Committee and Strata Managing Agent the function of obtaining three (3) quotations for insurance over the strata scheme and further that the Strata Managing Agent be authorised and directed to arrange appropriate cover.

(c) Office Bearers Liability Insurance

RESOLVED that the Owners Corporation effects/renews Office Bearer's Liability insurance to cover office holders and/or Committee members from damages claims arising as a result of an act of omission, committed or omitted in good faith in performing the functions of their office, at the existing level of cover as shown in the Insurance Summary contained within the notice of the Annual General Meeting or such other limit that may be determined by the meeting.

(d) Valuation

THE MOTION, "That the Strata Managing Agent be authorised to arrange an annual revaluation of the building

for insurance purposes for replacement." **WAS DEFEATED.**

8 Commissions and Training Services

RESOLVED that the below information be received from the Strata Managing Agent on commissions and training services received in the last 12 months and the estimate of commissions and training services to be received in the next 12 months: -

(a) Commission was received totalling \$0 (nil) in the past 12 months, and it is estimated an amount of \$0 (nil) is likely to be received in the next 12 months.

NOTE: Jamesons rebates all insurance commission directly back to the strata scheme. This rebated amount lowers the insurance policy premium payable by the Owners Corporation.

The total Insurance Commission rebate for the Owners Corporation for the year was: \$2,307.89.

9 Reappointment of Managing Agent

RESOLVED that in accordance with Section 49 of the Strata Schemes Management Act 2015 (Act): 97139

(a) Jamesons continues to be appointed as Strata Managing Agent of Strata Plan 97139

(b) The Owners Corporation delegates to the Agent all of the functions of the Owners Corporation (other than those listed in Section 52(2) of the Act; and

(c) Its Chairperson, Secretary, Treasurer and Strata Committee necessary to enable the Agent to carry out the "Agreed Services" and the "Additional Services" as defined in the Agency Agreement tabled at this meeting

(d) The delegation to the Agent is subject to the conditions and limitations contained in the Agreement

(e) The Owners Corporation execute the Agreement to give effect to this appointment

(f) Authority be given for the common seal of the Owners Corporation to be affixed to the Agreement by two owners or members of the Strata Committee.

10 Fire Safety

RESOLVED that the Owners Corporation engage a suitably qualified consultant/fire contractor to carry out a Fire Safety inspection and, if applicable prepare an Annual Fire Safety Statement (AFSS) in accordance with the provisions of the Environmental Planning and Assessment Act 1979, and;

(a) that any essential maintenance/renewal of fire safety measures be reported to the Strata Committee, and;

(b) that the Strata Committee be authorised to seek quotations and engage contractors to remedy any deficiencies, and, if applicable arrange for an AFSS to be signed by a competent person on behalf of the strata scheme for lodgement with local Council and the Fire Commissioner.

11 Restrictions on Committee

RESOLVED that, for the purposes of Section 36(3) of the Strata Schemes Management Act 2015, there be no special restrictions placed on the Strata Committee in relation to matters which the Committee is authorised to decide without referral to a General Meeting.

12 Election of Strata Committee

RESOLVED that nominations be received for election of the Strata Committee.

(a) Nominations already received in writing prior to this meeting are as follows: Nil

(b) **RESOLVED** that the Owners Corporation determine the number of members of the Strata Committee (not being more than 9) to be four (4);

(c) **RESOLVED** that the following persons be the members of the Strata Committee elected in accordance with the provisions of the Strata Schemes Regulation 2016, cl.9 and cl.10

Lot 13	Lisa Raymond
Lot 14	Antonie Kersten
Lot 15	William Stanway
Lot 20	Matthew Ho

Note: That the eligible tenant representative on the Strata Committee is: N/A

CLOSURE: There being no further business, the Chairperson declared the meeting closed at 06:14 PM.

CHAIRPERSON

Liability limited by a scheme approved under Professional Standards Legislation.

**MINUTES OF A STRATA COMMITTEE MEETING
FOR THE OWNERS - STRATA PLAN 97139 HELD BY VIDEO/TELECONFERENCE**

ADDRESS OF THE STRATA SCHEME: 446-448 Bunnerong Road, MATRAVILLE NSW 2036

DATE, PLACE & TIME OF MEETING: A meeting of the Strata Committee of The Owners - Strata Plan 97139 was held on Tuesday, 14 June 2022 immediately following the Annual General Meeting via video/teleconference.

PRESENT: Lisa Raymond, Antonie Kersten, William Stanway, and Matthew Ho

CHAIRPERSON: Bryan Khou acted as Chairperson of the meeting.

MOTIONS:

1 Appointment Chairperson, Secretary & Treasurer

RESOLVED that, pursuant to Section 41 of the Strata Schemes Management Act, 2015:

(a) That Antonie Kersten be appointed Chairperson of the Strata Committee until the conclusion of the next Annual General Meeting.

(b) That William Stanway be appointed Secretary of the Strata Committee until the conclusion of the next Annual General Meeting.

(c) That Lisa Raymond be appointed Treasurer of the Strata Committee until the conclusion of the next Annual General Meeting.

2 Committee Liaison

(a) **RESOLVED** that William Stanway be nominated to liaise with the Strata Managing Agent and be the schemes point of contact.

(b) **RESOLVED** that Antonie Kersten be nominated to liaise with the Strata Managing Agent and be the schemes substitute point of contact.

3 Minutes of the last meeting

RESOLVED that the Minutes of the last Strata Committee Meeting be confirmed as a true record of the proceedings of that Meeting.

4 Property & Administrative Matters

RESOLVED that any property and administrative matters presented be considered and accordingly dealt with by the Meeting.

4.1 The Strata agent is to arrange an in person meeting with the developer to review the report prepared by RHM consultants and any outstanding defects.

4.2 The Strata agent is to arrange a ZOOM meeting with RHM consultant to discuss the report for the outstanding defects.

4.3 The Strata agent is to obtain a quote from Timberland Floorings for floorboards damage in Unit 101 and Unit 104.

4.4 The Strata agent is to follow with the debt recovery lawyer CCA for an update of outstanding levies for Unit 502.

5 Future Meetings

RESOLVED that the date, time and place of future meetings be determined as follows:

(a) Annual General Meeting - to be determined.

(b) Strata Committee Meetings - to be determined.

CLOSURE: There being no further business, the Chairperson declared the meeting closed at 06:14 PM.

CHAIRPERSON

Liability limited by a scheme approved under Professional Standards Legislation.



Approved Budget to apply from 01/04/2022

Owners Strata Plan 97139

446-448 Bunnerong Road, MATRAVILLE NSW 2036

Administrative Fund

Approved
budget

Revenue

Levies Receivable--Ordinary-- Admin	71,910.00
Total revenue	71,910.00

Less expenses

Admin--Agent Disbursements	1,800.00
Admin--Agent--Management Fees--Additional	3,000.00
Admin--Agent--Management Fees--Standard	5,403.00
Admin--Bank Charges--With GST	100.00
Insurance--Building Insurance Premiums	16,000.00
Maint Bldg--Building--General Repairs	2,000.00
Maint Bldg--Cleaning, Lawns, Gardens	14,000.00
Maint Bldg--Contractor Compliance	60.00
Maint Bldg--Electrical--General Repairs	1,000.00
Maint Bldg--Electrical--Globes & Tubes	100.00
Maint Bldg--Exhaust/Ventilation Systems	1,200.00
Maint Bldg--Fire Protection--Contract	5,200.00
Maint Bldg--Fire Protection--Repairs	1,500.00
Maint Bldg--Garage Door/s--Contract	500.00
Maint Bldg--Lift--Maintenance Contract	8,000.00
Maint Bldg--Pest/Vermin Control	750.00
Maint Bldg--Plumbing--General Repairs	1,000.00
Maint Bldg--Pumps	600.00
Utility--Electricity Supply	12,500.00
Utility--Gas Supply	700.00
Utility--Water & Sewerage	7,600.00
Total expenses	83,013.00

Surplus/Deficit

(11,103.00)

Opening balance 14,510.67

Closing balance

\$3,407.67

Total units of entitlement 10000
Levy contribution per unit entitlement \$7.91

Budgeted standard levy revenue 71,910.00
Add GST 7,191.00
Amount to raise in levies including GST \$79,101.00

Capital Works Fund**Approved
budget****Revenue**

Levies Receivable--Ordinary--Capital Works	24,211.00
--	-----------

<i>Total revenue</i>	<u>24,211.00</u>
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Surplus/Deficit

	<u>24,211.00</u>
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Opening balance	10,027.74
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Closing balance

	<u>\$34,238.74</u>
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Total units of entitlement	10000
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Levy contribution per unit entitlement	\$2.66
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Budgeted standard levy revenue	24,211.00
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Add GST	2,421.10
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Amount to raise in levies including GST	<u>\$26,632.10</u>
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Approved Levy Posting for

Owners Strata Plan 97139

ABN 46233527913

First instalment due date: 01/09/2022

Discount: Nil

Instalment frequency: Quarterly

Group:

Number of instalments: 4

Entitlement set: Levy Entitlement

Description: Quarterly Admin/Capital
Works Levy

Levy determination date: 14/06/2022

Lot No.	Unit No.	Unit Entitlement	Administrative Fund	Capital Works Fund	Total
1	101	423.00	3,346.00	1,126.60	4,472.60
2	102	365.00	2,887.20	972.20	3,859.40
3	103	374.00	2,958.40	996.20	3,954.60
4	104	400.00	3,164.20	1,065.40	4,229.60
5	201	428.00	3,385.60	1,140.00	4,525.60
6	202	369.00	2,919.00	982.80	3,901.80
7	203	407.00	3,219.40	1,084.00	4,303.40
8	204	405.00	3,203.60	1,078.60	4,282.20
9	301	433.00	3,425.20	1,153.20	4,578.40
10	302	383.00	3,029.60	1,020.00	4,049.60
11	303	412.00	3,259.00	1,097.40	4,356.40
12	304	409.00	3,235.40	1,089.40	4,324.80
13	401	461.00	3,646.60	1,227.80	4,874.40
14	402	423.00	3,346.00	1,126.60	4,472.60
15	403	526.00	4,160.80	1,401.00	5,561.80
16	501	376.00	2,974.20	1,001.40	3,975.60
17	502	494.00	3,907.60	1,315.80	5,223.40
18	18	428.00	3,385.60	1,140.00	4,525.60
19	19	430.00	3,401.40	1,145.20	4,546.60
20	20	374.00	2,958.40	996.20	3,954.60
21	21	362.00	2,863.60	964.20	3,827.80
22	22	517.00	4,089.60	1,377.00	5,466.60
23	Shop1	207.00	1,637.40	551.40	2,188.80
24	Shop2	254.00	2,009.20	676.60	2,685.80
25	Shop3	264.00	2,088.40	703.20	2,791.60
26	Suite4	38.00	300.60	101.20	401.80
27	Suite5	38.00	300.60	101.20	401.80

Lot No.	Unit No.	Unit Entitlement	Administrative Fund	Capital Works Fund	Total
Totals		10,000.00	\$79,102.60	\$26,634.60	\$105,737.20
GST included in amounts to be raised			\$7,191.20	\$2,421.28	\$9,612.48
Amount to be raised per unit of entitlement			\$7.91	\$2.66	\$10.57

The following advanced instalment settings were used:

Due date	Description	Administrative Fund	Capital Works Fund	Total	Comment
01/09/2022	Quarterly Admin/Capital Works Levy	19,775.25	6,658.02	26,433.27	
01/12/2022	Quarterly Admin/Capital Works Levy	19,775.25	6,658.02	26,433.27	
01/03/2023	Quarterly Admin/Capital Works Levy	19,775.25	6,658.02	26,433.27	
01/06/2023	Quarterly Admin/Capital Works Levy	19,775.25	6,658.04	26,433.29	
		\$79,101.00	\$26,632.10	\$105,733.10	



MINUTES OF AN ANNUAL GENERAL MEETING FOR THE OWNERS - STRATA PLAN 97139 HELD BY VIDEO/TELECONFERENCE

ADDRESS OF THE STRATA SCHEME: 446-448 Bunnerong Road, MATRAVILLE NSW 2036

DATE, PLACE & TIME OF MEETING: An Annual General Meeting of The Owners - Strata Plan 97139 was held via video/teleconference on 23/05/23 at 06:00 PM.

PRESENT:

Lot #	Unit #	Attendance	Owner Name Representative
13	401	Yes	Lisa Raymond
14	402	Yes	Antonie Kersten
17	502	Yes	Jayne Ryan & Steve Leger
19	19	Yes	Elise Abood
20	20	Yes	Matthew Ho

IN ATTENDANCE: Christina Han on behalf of Jamesons Strata Management

CHAIRPERSON: Christina Han acted as Chairperson of the meeting

QUORUM: As there was not a quorum present after 30 minutes, the chairperson declared, after 30 minutes that the persons present and entitled to vote constitute a quorum for the meeting

MOTIONS:

- 1 **Minutes of Previous General Meeting**
RESOLVED that the Minutes of the previous General Meeting held 14/06/22 be confirmed as a true and accurate account of the proceedings of that Meeting.
- 2 **Annual Statement of Accounts**
RESOLVED that the Annual Statement of Accounts for the Administrative Fund and Capital Works Fund (and any other Fund prepared by the Owners Corporation) for the year ended 31/03/23 be received and adopted.
- 3 **Proposed Annual Budget (Estimated Receipts & Payments)**
AMENDED AND RESOLVED that the proposed annual estimates of expenditure for the year ending 31/03/24 be received and adopted and that contributions be determined as follows: -
 - (a) **AMENDED AND RESOLVED** that contributions to the Administrative Fund are estimated in accordance with Section 79 (1) and determined in accordance with Section 81 (1) of the Strata Schemes Management Act 2015 at: -
\$99,821.70; and
 - (b) **AMENDED AND RESOLVED** that contributions to the Capital Works Fund are based upon the latest Capital Works Fund Report, and are estimated in accordance with Section 79 (2) and determined in accordance with Section 81 (1) of the Strata Schemes Management Act 2015 at: -
\$ 45,821.70; and
 - (c) **AMENDED AND RESOLVED** that both contributions be paid in regular quarterly instalments, due and payable as follows:
01/09/23, 01/12/23, 01/03/24, 01/06/24,
and continue to be determined and paid in subsequent quarters per amounts listed under a) and b) of this motion until otherwise determined by the Owners Corporation.

- 4 **Special Levy**
AMENDED AND RESOLVED that for the purpose of Section 81(4) of the Strata Schemes Management Act, 2015 the Treasurer is authorised and directed to levy on each owner of a lot in the strata scheme a contribution to the Capital Works Fund, such levy to be in proportion to their respective unit entitlements and in accordance with Section 83 of the Act a total amount of \$25,000 to be due and payable on 1st July 2023 and 1st August 2023 in two instalments to fund the deficit and outstanding invoices and is to be paid into the Capital Works Fund.
- 5 **Audit of Accounts**
THE MOTION, "That the Financial Statement of Accounts of the Owners Corporation be audited for the ensuing year by an appropriately qualified person." **WAS DEFERRED.**
- 6 **Capital Works Fund Plan**
THE MOTION, "That the Owners Corporation: -
- Prepare and/or review the current Capital Works Fund 10 year plan; and
 - Engage a suitably qualified consultant to assess the major capital works and general maintenance requirements of the building;
 - Submit that Report to the Strata Committee to determine appropriate action; and
 - Delegate to the strata managing agent the authority to undertake any additional functions in accordance with their Agency Agreement to obtain necessary quotations and engage contractors to prepare the Report and any other work as approved by the Strata Committee." **WAS DEFERRED.**

7 **Levy Recovery**
RESOLVED that the Owners Corporation for the purpose of collecting overdue levy contributions, interest and related expenses thereon and pursuant to the Act (including Section 103 (3) (b), authorise the Strata Managing Agent and/or the Strata Committee to do any of the following: -

 - a) Levy Recovery Stage 1: issue a Reminder Notice after 31 days from the levy due date for debts in excess of \$200.00;
 - b) Levy Recovery Stage 2: issue Final Notice after 60 days from the levy due date for debts in excess of \$200.00;
 - c) Levy Recovery Stage 3: after 90 days from the original date the levy was due, and where the debt is in excess of \$500.00, appoint the services of a debt collection agency, obtain legal advice and/or retain legal representation of solicitors, barristers and/or experts on behalf of The Owners - Strata Plan 97139 to issue a letter of demand and/or to commence, pursue, continue to defend any court, tribunal or any other proceedings against any lot owner, mortgagee in possession and/or former lot owner in relation to all matters arising out of the recovery of levy contributions and the recovery of other debts, including penalties, interest, legal and other costs;
 - d) Enforce any judgment obtained in the collection of levy contributions including commencing and maintaining bankruptcy or winding up proceedings;
 - e) Filing an appeal or defending an appeal against any judgment concerning the collection of levy contributions; and
 - f) Liaise, instruct and prepare all matters with the Owners Corporation's debt collection agents, lawyers and/or experts in relation to any levy recovery proceedings.

And further that;

 - g) Subject to the agreement of the Strata Committee, the Owners Corporation agree to enter into payment plans for the recovery of outstanding levy contributions in accordance with the provisions of Section 85(5) of the Strata Schemes Management Act 2015.

Insurances**(a) General Insurances**

RESOLVED that the Owners Corporation note and confirm the general insurance cover as effected over the strata scheme and detailed in the meeting agenda.

(b) Insurance Quotations

RESOLVED that the Owners Corporation authorise and delegate to the Strata Committee and Strata Managing Agent the function of obtaining three (3) quotations for insurance over the strata scheme and further that the Strata Managing Agent be authorised and directed to arrange appropriate cover.

(c) Office Bearers Liability Insurance

RESOLVED that the Owners Corporation effects/renews Office Bearer's Liability insurance to cover office holders and/or Committee members from damages claims arising as a result of an act of omission, committed or omitted in good faith in performing the functions of their office, at the existing level of cover as shown in the Insurance Summary contained within the notice of the Annual General Meeting or such other limit that may be determined by the meeting.

(d) Fidelity Guarantee Insurance

RESOLVED that the Owners Corporation effects/renews Fidelity Guarantee Insurance to cover for losses arising from misappropriation of money or other property of the owners corporation.

(e) Valuation

THE MOTION, "That the Strata Managing Agent be authorised to arrange an annual revaluation of the building for insurance purposes for replacement." **WAS DEFERRED.**

Commissions and Training Services

RESOLVED that the below information be received from the Strata Managing Agent on commissions and training services received in the last 12 months and the estimate of commissions and training services to be received in the next 12 months: -

- (a) Commission was received totalling **\$0 (nil)** in the past 12 months, and it is estimated an amount of **\$0 (nil)** is likely to be received in the next 12 months.

NOTE: Jamesons rebates all insurance commission directly back to the strata scheme. This rebated amount lowers the insurance policy premium payable by the Owners Corporation.

The total Insurance Commission rebate for the Owners Corporation for the year was: **-\$2,534.02, \$2,307.89.**

- (b) Regular training services were received in the past 12 months from Bannermans Lawyers and Strata Specialist Lawyers (by way of regular on-line webinars). It is anticipated that on-going training webinars, from Bannermans Lawyers and Strata Specialist Lawyers, will continue to be provided in the coming 12 months.

Fire Safety

RESOLVED that the Owners Corporation engage a suitably qualified consultant/fire contractor to carry out a Fire Safety Inspection and, if applicable prepare an Annual Fire Safety Statement (AFSS) in accordance with the provisions of the Environmental Planning and Assessment Act 1979, and;

- (a) **RESOLVED** that any essential maintenance/renewal of fire safety measures be reported to the Strata Committee, and;
- (b) **RESOLVED** that the Strata Committee be authorised to seek quotations and engage contractors to remedy any deficiencies, and, if applicable arrange for an AFSS to be signed by a competent person on behalf of the strata scheme for lodgement with local Council and the Fire Commissioner.

11 Work Health & Safety & Asbestos

RESOLVED that the Owners Corporation engage a suitably qualified person to undertake a Safety Audit Report of the common property and delegate to the Strata Committee and Strata Managing Agent authority to obtain quotations for essential works required as identified in the Report and arrange for those works to be completed.

and further that -

- (a) The Strata Committee and Strata Managing Agent be authorised to determine appropriate action recommended in the Report, including the obtaining of quotations and engaging of contractors to attend to its obligations.

12 Restrictions on Committee

RESOLVED that, for the purposes of Section 36(3) of the Strata Schemes Management Act 2015, there be no special restrictions placed on the Strata Committee in relation to matters which the Committee is authorised to decide without referral to a General Meeting.

OR

THE MOTION, "That, for the purpose of Section 36(3) of the Strata Schemes Management Act, 2015, the Strata Committee is directed to refer the following matters to a General Meeting of owners for approval." **LAPSES.**

13 Election of Strata Committee

RESOLVED that nominations be received for election of the Strata Committee.

- (a) Nominations already received in writing prior to this meeting are as follows: Nil._
- (b) **RESOLVED** that the Owners Corporation determine the number of members of the Strata Committee (not being more than 9) to be four (4).
- (c) **RESOLVED** that the following persons be the members of the Strata Committee elected in accordance with the provisions of the Strata Schemes Regulation 2016, cl.9 and cl.10:

Lot 13 Lisa Raymond
Lot 14 Antonie Kersten
Lot 19 Elise Abood
Lot 20 Matthew Ho

N.B. If the number of candidates is greater than the number decided upon by the meeting - a ballot is to be held

Noted: That the eligible tenant representative on the Strata Committee is: N/A.

14 Strata Hub

RESOLVED that the Owners - Strata Plan 97139, by ordinary resolution:

- Delegate to the strata manager the function of uploading all information/documents required to comply with the Strata Schemes Management Regulations 2021 (regulation 43A) relating to the Office of Fair Trading "strata hub"; and
- Note that this activity triggers additional statutory costs (\$3 per lot, per annum) and service fees (per item 4.6 of schedule A2 of the agency agreement, namely additional services relating to "compliance" for the owners corporation).

CLOSURE: There being no further business, the chairperson declared the meeting closed at: 07:46 PM.

CHAIRPERSON

Liability limited by a scheme approved under Professional Standards Legislation.

**MINUTES OF A STRATA COMMITTEE MEETING
FOR THE OWNERS - STRATA PLAN 97139 HELD BY VIDEO/TELECONFERENCE**

ADDRESS OF THE STRATA SCHEME: 446-448 Bunnerong Road, MATRAVILLE NSW 2036

DATE, PLACE & TIME OF MEETING: A meeting of the Strata Committee of The Owners - Strata Plan 97139 was held on 23/05/23 immediately following the Annual General Meeting via video/teleconference.

PRESENT: Lisa Raymond, Antonie Kersten, Elise Abood and Matthew Ho

CHAIRPERSON: Christina Han acted as Chairperson of the meeting.

MOTIONS:

- 1 Minutes of the last meeting**
RESOLVED that the Minutes of the last Strata Committee Meeting be confirmed as a true record of the proceedings of that Meeting.
- 2 Appointment Chairperson, Secretary & Treasurer**
RESOLVED that, pursuant to Section 41 of the Strata Schemes Management Act, 2015:
 - (a) That Antonie Kersten be appointed Chairperson of the Strata Committee until the conclusion of the next Annual General Meeting.
 - (b) That Elise Abood be appointed Secretary of the Strata Committee until the conclusion of the next Annual General Meeting.
 - (c) That Lisa Raymond be appointed Treasurer of the Strata Committee until the conclusion of the next Annual General Meeting.
- 3 Committee Liaison**
RESOLVED that Antonie Kersten and Lisa Raymond be nominated to liaise with the Strata Managing Agent and be the schemes point of contact.
- 4 Authority for Expenditure**
THE MOTION, "That the Strata Committee;
 - i) Authorises the managing agent to address emergency repairs; and
 - ii) Authorises the managing agent to progress repairs, required for annual certification of safety measures, up to a cost limit of \$10,000; and
 - iii) Authorises the managing agent to progress non-emergency repairs up to a cost limit of \$2,000" **WAS DEFERRED.**
- 5 Property & Administrative Matters**
Nil.
- 6 Future Meetings**
RESOLVED that the date, time and place of future meetings be determined as follows:
 - (a) Annual General Meeting - May 2024
 - (b) Strata Committee Meetings - July 2023.

CLOSURE: There being no further business, the chairperson declared the meeting closed at: 08:07 PM.

CHAIRPERSON



Notice of Annual General Meeting to be held by Video/Teleconference

The meeting will be conducted as a video/teleconference using "Zoom". To join the meeting please either:

1. Visit www.zoom.us/join; or
2. Call (02) 8015 6011
and enter the Meeting ID: **956 6163 2574**
and Password: **348343**

Owners Strata Plan: 97139
446-448 Bunnerong Road, MATRAVILLE NSW 2036

Meeting Date: Tuesday, 23 May 2023

Meeting Time: 06:00 PM

Meeting Venue: Meeting to be held by video/teleconference only (hosted by Jamesons at Suite 1, 1-25 Adelaide Street, Surry Hills NSW 2010)

Strata Manager: Chantel Contarino

Website- www.Jamesons.com.au

Address:

Suite 1, 1-25 Adelaide Street, Surry Hills NSW 2010

PO Box 547, Surry Hills NSW 2010

Ph: 02 8969 3300

IMPORTANT NOTES RELATING TO THE STRATA LEGISLATION

TENANTS - If you are a tenant and receiving this notice, please be aware that tenants are now invited to attend the Annual General Meeting as observers only.

PROXIES - There are new restrictions on the number of proxies that can be held by a person at General Meetings.

(a) If the strata scheme has 20 lots or less, the number of proxies that can be held by a person at the meeting is 1 (one)

(b) If the strata scheme has more than 20 lots, a person cannot hold more than 5% of the total number of lots.

A physical person must be named on the proxy form. Please do not nominate the Chairperson, Strata Manager or Jamesons as your proxy for the meeting.

QUORUM - If a quorum is not present after 30 minutes, the chairperson can declare that the persons present and entitled to vote constitute a quorum for the meeting.

NOTE - For more information on the Strata legislation visit our website at www.jamesons.com.au/blog

A Strata Committee Meeting will be held immediately following the Annual General Meeting.

**NOTICE OF AN ANNUAL GENERAL MEETING FOR:
THE OWNERS - STRATA PLAN 97139, 446-448 Bunnerong Road, MATRAVILLE NSW 2036**

AGENDA:

1. To Record Attendance and Voting Rights
2. To Receive Proxies and Apologies
3. To Consider the Following Motions

MOTIONS:

1 Minutes of Previous General Meeting

That the Minutes of the previous General Meeting held 14/06/22 be confirmed as a true and accurate account of the proceedings of that Meeting.

[Explanatory Note: Section 8(1)(a) of Schedule 1 of the Strata Schemes Management Act 2015 requires a motion to confirm the minutes of the previous general meeting.]

2 Annual Statement of Accounts

That the Annual Statement of Accounts for the Administrative Fund and Capital Works Fund (and any other Fund prepared by the Owners Corporation) for the year ended 31/03/23 be received and adopted.

[Explanatory Note: Clause 9(b) of Schedule 1 of the Strata Schemes Management Act 2015 requires a motion to adopt financial statements.]

3 Proposed Annual Budget (Estimated Receipts & Payments)

That the proposed annual estimates of expenditure for the year ending 31/03/24 be received and adopted and that contributions be determined as follows: -

- (a) That contributions to the Administrative Fund are estimated in accordance with Section 79 (1) and determined in accordance with Section 81 (1) of the Strata Schemes Management Act 2015 at: -

\$109,901.00; and

- (b) That contributions to the Capital Works Fund are based upon the latest Capital Works Fund Report, and are estimated in accordance with Section 79 (2) and determined in accordance with Section 81 (1) of the Strata Schemes Management Act 2015 at: -

\$55,821.70; and

- (c) That both contributions be paid in regular quarterly instalments, due and payable as follows:

01/09/23, 01/12/23, 01/03/24, 01/06/24.

and continue to be determined and paid in subsequent quarters per amounts listed under a) and b) of this motion until otherwise determined by the Owners Corporation.

[Explanatory Note: Under section 79(1) and 81(1) of the Strata Schemes Management Act 2015 there are requirements to determine the amounts required to credit to the administrative and capital works funds and to levy those amounts at each Annual General Meeting. Part (c) of the motion allows for the owners corporation to continue raising levies beyond the initial four quarters until a subsequent general meeting determines otherwise. This allows for no disruption in the scheme's cash-flow. Where applicable, levy contributions are inclusive of GST.]

4 Special Levy

That for the purpose of Section 81(4) of the Strata Schemes Management Act, 2015 the Treasurer is authorised and directed to levy on each owner of a lot in the strata scheme a contribution to the Capital Works Fund, such levy to be in proportion to their respective unit entitlements and in accordance with Section 83 of the Act a total amount of \$35,000 to be due and payable on 1st June 2023 in one installment to fund the deficit and outstanding invoices and is to be paid into the Capital Works Fund.

5 Audit of Accounts

That the Financial Statement of Accounts of the Owners Corporation be audited for the ensuing year by an appropriately qualified person.

[Explanatory Note: Section 95 states that a mandatory audit is required if the annual budget of the strata scheme plus opening balance of funds exceeds, or is likely to exceed, \$250,000.00.]

6 Capital Works Fund Plan

That the Owners Corporation: -

- Prepare and/or review the current Capital Works Fund 10 year plan; and
- Engage a suitably qualified consultant to assess the major capital works and general maintenance requirements of the building;
- Submit that Report to the Strata Committee to determine appropriate action; and
- Delegate to the strata managing agent the authority to undertake any additional functions in accordance with their Agency Agreement to obtain necessary quotations and engage contractors to prepare the Report and any other work as approved by the Strata Committee.

NB: Date that Capital Works Fund Plan is due for review - June 2023

[Explanatory Note: Under section 80 of the Strata Schemes Management Act 2015, the owners corporation is required to have a 10-year capital works fund plan in place. Clause 6 of Schedule 1 of the Strata Schemes Management Act 2015 provides a mandatory motion to prepare or review the 10-year plan for the capital works. Section 80(3) of the Strata Schemes Management Act 2015 provides that an owners corporation may, by resolution at a general meeting, review, revise or replace a 10-year plan prepared and must review the plan at least once every 5 years. Further, section 80(7) of the Strata Schemes Management Act 2015 provides that the owners corporation is, so far as practicable (and subject to any adjustments), to implement the 10 year capital works fund plan.]

7 Levy Recovery

That the Owners Corporation for the purpose of collecting overdue levy contributions, interest and related expenses thereon and pursuant to the Act (including Section 103 (3) (b), authorise the Strata Managing Agent and/or the Strata Committee to do any of the following: -

- a) Levy Recovery Stage 1: issue a Reminder Notice after 31 days from the levy due date for debts in excess of \$200.00;
- b) Levy Recovery Stage 2: issue Final Notice after 60 days from the levy due date for debts in excess of \$200.00;
- c) Levy Recovery Stage 3: after 90 days from the original date the levy was due, and where the debt is in excess of \$500.00, appoint the services of a debt collection agency, obtain legal advice and/or retain legal representation of solicitors, barristers and/or experts on behalf of The Owners - Strata Plan 97139 to issue a letter of demand and/or to commence, pursue, continue to defend any court, tribunal or any other proceedings against any lot owner, mortgagee in possession and/or former lot owner in relation to all matters arising out of the recovery of levy contributions and the recovery of other debts, including penalties, interest, legal and other costs;
- d) Enforce any judgment obtained in the collection of levy contributions including commencing and maintaining bankruptcy or winding up proceedings;
- e) Filing an appeal or defending an appeal against any judgment concerning the collection of levy contributions; and
- f) Liaise, instruct and prepare all matters with the Owners Corporation's debt collection agents, lawyers and/or experts in relation to any levy recovery proceedings.

And further that;

- g) Subject to the agreement of the Strata Committee, the Owners Corporation agree to enter into payment plans for the recovery of outstanding levy contributions in accordance with the provisions of Section 85(5) of the Strata Schemes Management Act 2015.

[Explanatory Note: This motion sets out the steps the owners corporation instructs our agency to take should any lot owner fall into levy arrears. Costs associated with levy arrears include; 1. Simple interest, on amounts owing, at an annual rate of 10% p.a., and 2. Recovery of the reasonable expenses the owners corporation incurred in recovering amounts due. Expenses include agency costs to issue levy reminder letters charged at \$33 for stage 1 & 2 reminders and \$88 for stage 3 action i.e. referring debt to a third party as detailed under part c) of this motion. Costs of any third-party debt recovery firm are also recoverable from the debtor.]

8 Insurances

(a) General Insurances

That the Owners Corporation note and confirm the general insurance cover as effected over the strata scheme and detailed in the meeting agenda.

[Explanatory Note: The owners corporation is required to maintain mandatory insurance and can take out additional insurance. This motion is a requirement of clause 9(d) of Schedule 1 of the Strata Schemes Management Act 2015.]

(b) Insurance Quotations

That the Owners Corporation authorise and delegate to the Strata Committee and Strata Managing Agent the function of obtaining three (3) quotations for insurance over the strata scheme and further that the Strata Managing Agent be authorised and directed to arrange appropriate cover.

[Explanatory Note: Quotations obtained include mandatory insurances and may also include optional insurances as determined by the owners corporation e.g, office bearers liability & fidelity guarantee insurance as detailed under parts (c) and (d) of this motion.]

(c) Office Bearers Liability Insurance

That the Owners Corporation effects/renews Office Bearer's Liability insurance to cover office holders and/or Committee members from damages claims arising as a result of an act of omission, committed or omitted in good faith in performing the functions of their office, at the existing level of cover as shown in the Insurance Summary contained within the notice of the Annual General Meeting or such other limit that may be determined by the meeting.

[Explanatory Note: Office bearers liability insurance provides cover for losses arising from alleged wrongful acts or omissions of the strata committee, committed or omitted in good faith in the course of carrying out their duties as a committee. It is not compulsory, however it is a requirement under clause 9(c) of Schedule 1 of the Strata Schemes Management Act 2015 for the owners corporation to decide whether to take this type of insurance out at each Annual General Meeting.]

(d) Fidelity Guarantee Insurance

That the Owners Corporation effects/renews Fidelity Guarantee Insurance to cover for losses arising from misappropriation of money or other property of the owners corporation.

[Explanatory Note: Fidelity guarantee insurance provides cover for losses arising from misappropriation of money or other property of the owners corporation. It is not compulsory, however it is a requirement under clause 9(c) of Schedule 1 of the Strata Schemes Management Act 2015 for the owners corporation to decide whether to take this type of insurance out at each Annual General Meeting. The cost of such cover is typically factored into building insurance costs i.e. its removal generally does not result in lower premiums.]

(e) Valuation

That the Strata Managing Agent be authorised to arrange an annual revaluation of the building for insurance purposes for replacement.

N.B. The average cost of a valuation is between \$500.00 - \$750.00.

Date of the last Building Valuation: 19/05/22.

*[Explanatory Note: The former legislation only required consideration of the replacement value. However, **reinstatement** is also required and in some circumstances this amount could exceed the replacement value, leaving the scheme underinsured. It is expected that the valuer's fee to value **reinstatement** costs will be higher than just for replacement costs.*

*The legislation does not require an owners corporation to obtain a valuation, however this is highly recommended and any former valuation obtained before 30 November 2016 probably only allowed for replacement costs and not **reinstatement** costs.]*

INSURANCE SUMMARY

Insurance Commission

Please note that Jamesons rebates 100% of the Insurance Commission directly back to our clients.

The total Insurance Commission rebate for the Owners Corporation for the year was: **\$2,307.89.**

Building Insurance Information

Policy No.LNG-STR-20031422

Longitude Insurance Pty Ltd

Type : Strata

Broker : Coverforce Insurance

Premium : \$16,473.30

Paid on : 15/06/22

Start : 01/06/22

Next due : 01/06/23

Liability limited by a scheme approved under Professional Standards Legislation

Cover	Sum Insured	Excess
Building	\$11,830,000.00	\$1,000.00
Common Contents	\$118,300.00	\$1,000.00
Loss of Rent	\$1,774,500.00	\$1,000.00
Catastrophe	\$1,774,500.00	\$1,000.00
Public Liability	\$20,000,000.00	\$1,000.00
Fidelity Guarantee	\$100,000.00	\$1,000.00
Voluntary Workers	Included	\$1,000.00
Audit Costs	\$25,000.00	\$1,000.00
Oh&s Expenses	\$150,000.00	\$1,000.00
Lot Owner Fixtures & Improvements	\$300,000.00	\$1,000.00
Office Bearers	\$100,000.00	\$1,000.00
Legal Defence Ex	\$50,000.00	\$1,000.00
Flood	Yes	\$1,000.00

Policy No.HU0045913 (2019)

Chu - Qbe Insurance (australia) Ltd

Type : Previous Policy

Broker : Coverforce Partners Pty Limited

Premium : \$13,748.41

Paid on : 01/01/1901

Start : 01/06/19

Next due : 01/06/20

Cover	Sum Insured	Excess
Building	\$10,400,000.00	\$500.00
Common Contents	\$104,000.00	\$500.00
Loss of Rent	\$1,560,000.00	\$500.00
Catastrophe	\$1,560,000.00	\$500.00
Public Liability	\$20,000,000.00	\$500.00
Fidelity Guarantee	\$100,000.00	\$500.00
Voluntary Workers	\$200,000/\$2,000	\$500.00
Office Bearers Liability	\$100,000.00	\$500.00
Machinery Breakdown	\$100,000.00	\$500.00
Government Audit Costs	\$25,000.00	\$500.00
Legal Expenses	\$50,000.00	\$500.00
Lot Owner's Fixtures & Improvements		\$250,000.00 \$500.00
Appeal Expenses	\$100,000.00	\$500.00
Ext Cover- Rent/temp Accom 15%	\$234,000.00	\$500.00
Escalation Cost - Temp Accom 5%	\$78,000.00	\$500.00
Cost Of Storage And Evacuation	\$78,000.00	\$500.00

9 Commissions and Training Services

That the below information be received from the Strata Managing Agent on commissions and training services received in the last 12 months and the estimate of commissions and training services to be received in the next 12 months: -

- (a) Commission was received totalling **\$0 (nil)** in the past 12 months, and it is estimated an amount of **\$0 (nil)** is likely to be received in the next 12 months.

NOTE: Jamesons rebates all insurance commission directly back to the strata scheme. This rebated amount lowers the insurance policy premium payable by the Owners Corporation.

The total Insurance Commission rebate for the Owners Corporation for the year was: **\$2,307.89**.

- (b) Regular training services were received in the past 12 months from Bannermans Lawyers and Strata Specialist Lawyers (by way of regular on-line webinars). It is anticipated that on-going training webinars, from Bannermans Lawyers and Strata Specialist Lawyers, will continue to be provided in the coming 12 months.

[Explanatory Note: It is a requirement under section 60 of the Strata Schemes Management Act 2015 that the agent provide a report on the details and amounts of the commissions received for the preceding 12 months and anticipated details and amount of commissions and

training services for the following 12 months.]

10 Fire Safety

That the Owners Corporation engage a suitably qualified consultant/fire contractor to carry out a Fire Safety inspection and, if applicable prepare an Annual Fire Safety Statement (AFSS) in accordance with the provisions of the Environmental Planning and Assessment Act 1979, and;

- (a) that any essential maintenance/renewal of fire safety measures be reported to the Strata Committee, and;
- (b) that the Strata Committee be authorised to seek quotations and engage contractors to remedy any deficiencies, and, if applicable arrange for an AFSS to be signed by a competent person on behalf of the strata scheme for lodgement with local Council and the Fire Commissioner.

[Explanatory Note: If an annual fire safety statement is required for the building under the Environmental Planning and Assessment Act 1979, the owners corporation is required to consider it at each annual general meeting and to make arrangements for obtaining the next annual fire safety statement in accordance with clause 6(c) of Schedule 1 of the Strata Schemes Management Act 2015. It is recommended to use an independent certifier.]

11 Work Health & Safety & Asbestos

That the Owners Corporation engage a suitably qualified person to undertake a Safety Audit Report of the common property and delegate to the Strata Committee and Strata Managing Agent authority to obtain quotations for essential works required as identified in the Report and arrange for those works to be completed.

and further that -

The Owners Corporation engage a suitably qualified person to carry out an Asbestos inspection to ensure the Owners Corporation compliance with the Work Health and Safety Act 2011.

and further that -

- (a) The Strata Committee and Strata Managing Agent be authorised to determine appropriate action recommended in the Report, including the obtaining of quotations and engaging of contractors to attend to its obligations.

[Explanatory Note: A safety audit report allows for the owners corporation to become aware of any issues requiring remediation. Progressing necessary works helps mitigate risk to the owners corporation. Such reports are compulsory for commercial / mixed use schemes.]

12 Restrictions on Committee

That, for the purposes of Section 36(3) of the Strata Schemes Management Act 2015, there be no special restrictions placed on the Strata Committee in relation to matters which the Committee is authorised to decide without referral to a General Meeting. OR

That, for the purpose of Section 36(3) of the Strata Schemes Management Act, 2015, the Strata Committee is directed to refer the following matters to a General Meeting of owners for approval.

[Explanatory Note: The owners corporation can place restrictions on the strata committee and determine that certain matters or types of matters cannot be decided by the strata committee but must be decided by the owners corporation at a general meeting. This motion is required to be on the agenda for each annual general meeting.]

13 Election of Strata Committee

That nominations be received for election of the Strata Committee.

N.B. Members must be financial to be eligible for appointment or election to the Strata Committee and consent to the nomination. Any candidate for election to the Strata Committee must, if applicable, disclose any connections with the original owner or building manager of the scheme.

Elected Strata Committee Members should note that, in compliance with NSW Government requirements relating to "Strata Hub", details of the chairperson and secretary are required to be uploaded onto "Strata Hub". Contact details will be accessible, via the "Strata Hub", to;

- i) local council; and
- ii) NSW Fire Brigade

- (a) Nominations already received in writing prior to this meeting are as follows: Nil.

- (b) That the Owners Corporation determine the number of members of the Strata Committee (not being more

than 9)

- (c) That the Strata Committee be elected in accordance with the provisions of the Strata Schemes Regulation 2016, cl.9 and cl.10

N.B. If the number of candidates is greater than the number decided upon by the meeting - a ballot is to be held

Noted: That the eligible tenant representative on the Strata Committee is: N/A.

[Explanatory Note: The owners corporation is required to have a strata committee. Under clause 8(1)(b) of Schedule 1 of the Strata Schemes Management Act 2015 a notice for an AGM must include a motion to determine the number of strata committee members and to elect the strata committee. The election of the strata committee cannot be decided by pre-electronic voting.]

14 **Strata Hub**

That the Owners - Strata Plan 97139, by ordinary resolution:

- Delegate to the strata manager the function of uploading all information/documents required to comply with the Strata Schemes Management Regulations 2021 (regulation 43A) relating to the Office of Fair Trading "strata hub"; and
- Note that this activity triggers additional statutory costs (\$3 per lot, per annum) and service fees (per item 4.6 of schedule A2 of the agency agreement, namely additional services relating to "compliance" for the owners corporation).

[Explanatory note: From 30 June 2022 an Owners Corporation will be required to place a range of information (and documents) on the Office of Fair Trading "Strata Hub" which is designed to capture information relating to a strata scheme (some of which is for public distribution). This motion is for the strata managing agent to be delegated the authority to undertake such work (uploading the information/documents and keeping records current) and the associated payment of the strata managers fees (as additional services under the Agency Agreement). Failure to comply will attract penalties from the NSW Government. A copy of the regulation can be viewed via this link - <https://legislation.nsw.gov.au/view/pdf/asmade/sl-2021-773>.]

This is the end of the meeting agenda.

NOTICE OF A MEETING OF THE STRATA COMMITTEE

FOR THE OWNERS - STRATA PLAN 97139, 446-448 Bunnerong Road, MATRAVILLE NSW 2036 HELD BY VIDEO/TELECONFERENCE

DATE, PLACE & TIME OF MEETING: A Strata Committee Meeting of The Owners - Strata Plan 97139 will be held immediately following the Annual General Meeting on 23/05/23 via video/teleconference.

The agenda for the meeting is:

1. To Record Attendance and Voting Rights
2. To Receive Appointment of Acting Members and Apologies
3. Declaration by any member of the committee having any direct or indirect pecuniary interest in a matter under consideration at this meeting
4. To Consider the Following Agenda Items

DETAILED AGENDA

1 Minutes of the last meeting

That the Minutes of the last Strata Committee Meeting be confirmed as a true record of the proceedings of that Meeting.

2 Appointment Chairperson, Secretary & Treasurer

That, pursuant to Section 41 of the Strata Schemes Management Act, 2015:

- (a) That a Strata Committee Member be appointed Chairperson of the Strata Committee until the conclusion of the next Annual General Meeting.
- (b) That a Strata Committee Member be appointed Secretary of the Strata Committee until the conclusion of the next Annual General Meeting.
- (c) That a Strata Committee Member be appointed Treasurer of the Strata Committee until the conclusion of the next Annual General Meeting.

3 Committee Liaison

- (a) That a Strata Committee Member be nominated to liaise with the Strata Managing Agent and be the schemes point of contact.
- (b) That a Strata Committee Member be nominated to liaise with the Strata Managing Agent and be the schemes substitute point of contact.

4 Authority for Expenditure

That the Strata Committee;

- i) Authorises the managing agent to address emergency repairs; and
- ii) Authorises the managing agent to progress repairs, required for annual certification of safety measures, up to a cost limit of \$10,000; and
- iii) Authorises the managing agent to progress non-emergency repairs up to a cost limit of \$2,000

[Explanatory note: The owners corporation has a duty, pursuant to section 106 of the Strata Schemes Management Act 2015, to repair and maintain common property. The purpose of this motion is to allow the managing agent to progress repair works in a timely fashion. Delays in completion of works, relating to annual certification of safety measures, can result in financial penalties from local council. Any works exceeding authority limits within this motion will be referred to the strata committee for approval.]

5 Property & Administrative Matters

That any property and administrative matters presented be considered and accordingly dealt with by the Meeting.

6 Future Meetings

That the date, time and place of future meetings be determined as follows:

- (a) Annual General Meeting - to determine the date, time and venue of the next Annual General Meeting.
- (b) Strata Committee Meetings - to determine the date, time and venue of the next Strata Committee Meeting(s).

MEETING NOTES TO ACCOMPANY A NOTICE OF ANNUAL GENERAL MEETING

Please contact Jameson & Associates Unit Services Pty Ltd on 02 8969 3300 or jamesons@jamesons.com.au if you have any questions about this notice.

Attending the Meeting or Voting by Proxy

If you cannot attend the meeting and you wish to cast a vote, please complete the enclosed proxy form and return it to our office at least 24 hours before the commencement of the meeting. The form can be emailed to:

reception@jamesons.com.au

OR

By mail to Jamesons, PO Box 547, Surry Hills NSW 2010 or hand it in prior to commencement of the Meeting.

Proxies

A proxy given to a Building Manager (caretaker), on-site residential manager or Strata Managing Agent is invalid if it would obtain or assist in obtaining a pecuniary interest for, or confer or assist in conferring any other material benefit on the proxy.

Persons voting at a meeting by proxy are not permitted to hold more than the maximum number of proxies set by the Strata Schemes Management Act 2015, schedule 1, cl. 26.

In the event the managing agent receives more than the number that may be held by one person, the proxy or proxies (as the case may be) first received in the office of the managing agent will be used at the meeting.

Voting at the Meeting

You can exercise your voting rights at the meeting in person or by proxy. If you are a corporation your voting rights can only be exercised by your company nominee in person or by the company's proxy.

You, your company nominee or any person having authority to vote in respect of you cannot vote on a motion for an ordinary or special resolution unless the following amounts have been paid before the meeting:

- all contribution levied by the owners' corporation that are payable at the date of this notice; and
- any other money that is recoverable by the owners corporation from you at the date of this notice

If you are an owner, your vote does not count if a vote is cast on the same motion by:

- the mortgagee shown on the strata roll for your lot;
- the covenant chargee shown on the strata roll for your lot; or
- in the case of multiple mortgagees or covenant chargees - the priority mortgagee or chargee shown on the strata roll for your lot
- and if you have received at least two days' notice from the mortgagees or covenant chargees of their intention to exercise their priority vote.

Resolutions

For voting purposes:

- an ordinary resolution is passed if the majority of votes are cast in favor of it;
- a special resolution is passed if not more than 25% of the votes cast (based on unit entitlement of the voter) are cast against it
- a unanimous resolution is passed if no vote is cast against it

The Strata Schemes Management Act 2015 prohibits the passing of any Motion of which prior notice has not been given, and listed above for consideration.

Quorum

For a valid meeting 25% of owners who are financial must be present either in person or by proxy.

Note that the minimum number for a valid meeting is two persons who are financial. This applies to those schemes where 25% of owners is fewer than two persons.

If a quorum is not present after 30 minutes, the chairperson can declare that the persons present and entitled to vote on the motion or election constitute a quorum for considering that motion or business and any subsequent motion or business at the meeting, or adjourn the meeting for at least 7 days.

Election of Strata Committee

The Strata Committee is chosen by:

- calling for nominations (including those received prior to the commencement of the meeting)
- determining the number of members of the Strata Committee; and
- conducting a ballot for the election of members if the nominations exceed the available positions

Auditor

The owners corporation must have its financial statements audited if it is over 100 lots or if the annual budget exceeds \$250,000.00. For schemes fewer than 100 lots, the owners corporation is to consider if they wish to appoint an auditor.

Capital Works Fund Plan

All strata schemes must prepare a 10 year Capital Works Fund Plan and update it at least every five years.

Matters for General Meetings Only

The owners corporation can restrict the Strata Committee from determining certain matters by resolving that they can only be decided at a general meeting.

Insurance advice

The Agent is qualified to give general advice and information about insurance, not personal advice. If the owners corporation requires specialist insurance advice, the Agent will refer the owners corporation to an insurance advisor. If the Agent recommends that your building insurance should be placed with an insurer, the owners corporation acknowledges and agrees that the recommendation is general advice (not personal advice). The owners corporation should read the Product Disclosure Statement before making a decision to purchase that insurance.

Disclosures

Insurance Services

The Strata Managing Agent is an authorised representative of CHU Underwriting Agencies Pty Limited and an Agent of the Insurers, QBE Insurance (Australia) Limited, QBE Workers Compensation (NSW) Limited and Mercantile Mutual Insurance Australia Limited.

The Strata Managing Agent is qualified to give general advice and information about insurance, not personal advice. If the Owners Corporation requires specialist insurance advice the Strata Managing Agent can refer the Owners Corporation to an Insurance Advisor.

If the Strata Managing Agent recommends that your building insurance should be placed with the insurers, the Owners Corporation acknowledges and agrees that the recommendation is general advice only (not personal advice).

The Owners Corporation should read the Product Disclosure Statement before making a decision to purchase that insurance.

Insurance Broking

Coverforce CNG Insurance Broking is a joint partnership between the Strata Managing Agent and Coverforce Partners Insurance brokers. Both parties derive income from the broker fee as a result of placing your annual insurance and providing ongoing insurance services. The Strata Managing Agent discloses that Coverforce CNG and the Strata Managing Agent are related entities.

Smata Technologies Pty Ltd

The Strata Managing Agent may use the services of Smata Technologies Pty Ltd (Smata Technologies), and may refer an Owners Corporation to Smata Technologies, to obtain quotes from, and to issue work orders to, appropriately trained tradespeople for the provision of services to the Owners Corporation.

The Strata Managing Agent does not receive, and does not expect to receive any rebate, discount, commission or benefit from using the services of Smata Technologies.

The Strata Managing Agent discloses that Smata Technologies and the Strata Managing Agent are related entities.

Remedial and Maintenance Works

Kase Strata & Remedial Maintenance (KASE) Pty Ltd

Kase Strata & Remedial Maintenance Pty Ltd is a joint partnership between the Strata Managing Agent and Kase Building Group Pty Ltd. Both parties derive income from works undertaken by Kase Remedial & Maintenance Services Pty Ltd. The Strata Managing Agent discloses that Kase Remedial & Maintenance Services Pty Ltd and the Strata Managing Agent are related entities.

The Strata Managing Agent may use the services of KASE, and may refer an Owners Corporation to KASE to; obtain quotes, and issue work orders for the provision of services to the Owners Corporation.

Strata Remedial Services (SRS) Pty Ltd

The Strata Managing Agent discloses that Strata Remedial Services and the Strata Managing Agent are related entities. Both parties derive income from works undertaken by Strata Remedial Services Pty Ltd.

The Strata Agent may use the services of Strata Remedial Services Pty Ltd and may refer an Owners Corporation to Strata Remedial Services to; obtain quotes, and issue work orders for the provision of services to the Owners Corporation.

Cleaning/Gardening/Facilities Management

QSec Strata Facilities Group Pty Ltd

QSec Strata Facilities Group Pty Ltd is a joint partnership between The Strata Managing Agent and QSEC Facilities Group Pty Ltd. Both parties derive income from works undertaken by QSec Strata Facilities Group Pty Ltd. The Strata Agent discloses that QSec Strata Facilities Group Pty Ltd and the Strata Agent are related entities.

Privacy Policy

Jameson & Associates Unit Services Pty Limited has now updated its Privacy Policy in accordance with the Privacy amendment (Enhancing Privacy Protection) Act of 2012. A copy of this updated Policy is displayed on our website and is available on request by either telephoning (02) 8969 3300 or forwarding a request by email to info@jamesons.com.au

Date of this agenda: 11 April 2023

Liability limited by a scheme approved under Professional Standards Legislation.



MINUTES OF AN ANNUAL GENERAL MEETING FOR THE OWNERS - STRATA PLAN 97139 HELD BY VIDEO/TELECONFERENCE

ADDRESS OF THE STRATA SCHEME: 446-448 Bunnerong Road, MATRAVILLE NSW 2036

DATE, PLACE & TIME OF MEETING: An Annual General Meeting of The Owners - Strata Plan 97139 was held via video/teleconference on Tuesday, 14 June 2022 at 05:30 PM.

PRESENT:

Lot #	Unit #	Attendance	Owner Name Representative
19	19	Yes	Falloon, B & Abood, E
1	101	Yes	Dive, J
4	104	Yes	O'Donnell, R & Weston, H
9	301	Yes	Beaumont, D A & G
13	401	Yes	Raymond, L
14	402	Yes	Kersten, A & Chuang, H N C
15	403	Yes	Stanway, W S & E M T

IN ATTENDANCE: Bryan Khou on behalf of Jamesons Strata Management

CHAIRPERSON: Bryan Khou acted as Chairperson of the meeting

QUORUM: The Chairperson declared that there was a quorum present and opened the meeting at 05:30 PM.

MOTIONS:

1 Minutes of Previous General Meeting

RESOLVED that the Minutes of the previous General Meeting held 09/06/21 be confirmed as a true and accurate account of the proceedings of that Meeting.

2 Annual Statement of Accounts

RESOLVED that the Annual Statement of Accounts for the Administrative Fund and Capital Works Fund (and any other Fund prepared by the Owners Corporation) for the year ended 31/03/2022 be received and adopted.

3 Proposed Annual Budget (Estimated Receipts & Payments)

RESOLVED that the proposed annual estimates of expenditure for the year ending 31/03/23 be received and adopted and that contributions be determined as follows: -

(a) **RESOLVED** that contributions to the Administrative Fund are estimated in accordance with Section 79 (1) and determined in accordance with Section 81 (1) of the Strata Schemes Management Act 2015 at: -

\$79,101.00 including GST; and

(b) **AMENDED AND RESOLVED** that contributions to the Capital Works Fund are based upon the latest Capital Works Fund Report, and are estimated in accordance with Section 79 (2) and determined in accordance with Section 81 (1) of the Strata Schemes Management Act 2015 at: -

\$24,211.00 including GST; and

(c) **RESOLVED** that both contributions be paid in regular quarterly instalments, and be due and payable as follows, and continue to be paid as above until otherwise determined by the Owners Corporation:

01/09/22, 01/12/22, 01/03/23, 01/06/23.

4 Audit of Accounts

THE MOTION, "That the Financial Statement of Accounts of the Owners Corporation be audited for the ensuing year and an appropriately qualified person appointed." **WAS DEFEATED.**

5 Capital Works Fund Plan

THE MOTION, "That the Owners Corporation: -

- Prepare and/or review the current Capital Works Fund 10 year plan; and
- Engage a suitably qualified consultant to assess the major capital works and general maintenance requirements of the building;
- Submit that Report to the Strata Committee to determine appropriate action; and
- Delegate to the strata managing agent the authority to undertake any additional functions in accordance with their Agency Agreement to obtain necessary quotations and engage contractors to prepare the Report and any other work as approved by the Strata Committee." **WAS DEFEATED.**

6 Levy Recovery

RESOLVED that the Owners Corporation for the purpose of collecting overdue levy contributions, interest and related expenses thereon and pursuant to the Act (including Section 103 (3) (b), authorise the Strata Managing Agent and/or the Strata Committee to do any of the following: -

a) any previous motion relative to levy recovery be repealed;

b) Levy Recovery Stage 1: issue a Reminder Notice after 31 days from the levy due date for debts in excess of \$200.00;

c) Levy Recovery Stage 2: issue Final Notice after 60 days from the levy due date for debts in excess of \$200.00;

d) Levy Recovery Stage 3: after 90 days from the original date the levy was due, and where the debt is in excess of \$500.00, appoint the services of a debt collection agency, obtain legal advice and/or retain legal representation of solicitors, barristers and/or experts on behalf of The Owners - Strata Plan 97139 to issue a letter of demand and/or to commence, pursue, continue to defend any court, tribunal or any other proceedings against any lot owner, mortgagee in possession and/or former lot owner in relation to all matters arising out of the recovery of levy contributions and the recovery of other debts, including penalties, interest, legal and other costs;

e) Enforce any judgment obtained in the collection of levy contributions including commencing and maintaining bankruptcy or winding up proceedings;

f) Filing an appeal or defending an appeal against any judgment concerning the collection of levy contributions; and

g) Liaise, instruct and prepare all matters with the Owners Corporation's debt collection agents, lawyers and/or experts in relation to any levy recovery proceedings.

And further **RESOLVED** that;

Subject to the agreement of the Strata Committee, the Owners Corporation agree to enter into payment plans for the recovery of outstanding levy contributions in accordance with the provisions of Section 85(5) of the Strata Schemes Management Act 2015.

7 Insurances

(a) General Insurances

RESOLVED that the Owners Corporation note and confirm the general insurance cover as effected over the strata scheme and detailed in the meeting agenda.

(b) Insurance Quotations

RESOLVED that the Owners Corporation authorise and delegate to the Strata Committee and Strata Managing Agent the function of obtaining three (3) quotations for insurance over the strata scheme and further that the Strata Managing Agent be authorised and directed to arrange appropriate cover.

(c) Office Bearers Liability Insurance

RESOLVED that the Owners Corporation effects/renews Office Bearer's Liability insurance to cover office holders and/or Committee members from damages claims arising as a result of an act of omission, committed or omitted in good faith in performing the functions of their office, at the existing level of cover as shown in the Insurance Summary contained within the notice of the Annual General Meeting or such other limit that may be determined by the meeting.

(d) Valuation

THE MOTION, "That the Strata Managing Agent be authorised to arrange an annual revaluation of the building

for insurance purposes for replacement." **WAS DEFEATED.**

8 Commissions and Training Services

RESOLVED that the below information be received from the Strata Managing Agent on commissions and training services received in the last 12 months and the estimate of commissions and training services to be received in the next 12 months: -

(a) Commission was received totalling \$0 (nil) in the past 12 months, and it is estimated an amount of \$0 (nil) is likely to be received in the next 12 months.

NOTE: Jamesons rebates all insurance commission directly back to the strata scheme. This rebated amount lowers the insurance policy premium payable by the Owners Corporation.

The total Insurance Commission rebate for the Owners Corporation for the year was: \$2,307.89.

9 Reappointment of Managing Agent

RESOLVED that in accordance with Section 49 of the Strata Schemes Management Act 2015 (Act): 97139

(a) Jamesons continues to be appointed as Strata Managing Agent of Strata Plan 97139

(b) The Owners Corporation delegates to the Agent all of the functions of the Owners Corporation (other than those listed in Section 52(2) of the Act; and

(c) Its Chairperson, Secretary, Treasurer and Strata Committee necessary to enable the Agent to carry out the "Agreed Services" and the "Additional Services" as defined in the Agency Agreement tabled at this meeting

(d) The delegation to the Agent is subject to the conditions and limitations contained in the Agreement

(e) The Owners Corporation execute the Agreement to give effect to this appointment

(f) Authority be given for the common seal of the Owners Corporation to be affixed to the Agreement by two owners or members of the Strata Committee.

10 Fire Safety

RESOLVED that the Owners Corporation engage a suitably qualified consultant/fire contractor to carry out a Fire Safety inspection and, if applicable prepare an Annual Fire Safety Statement (AFSS) in accordance with the provisions of the Environmental Planning and Assessment Act 1979, and;

(a) that any essential maintenance/renewal of fire safety measures be reported to the Strata Committee, and;

(b) that the Strata Committee be authorised to seek quotations and engage contractors to remedy any deficiencies, and, if applicable arrange for an AFSS to be signed by a competent person on behalf of the strata scheme for lodgement with local Council and the Fire Commissioner.

11 Restrictions on Committee

RESOLVED that, for the purposes of Section 36(3) of the Strata Schemes Management Act 2015, there be no special restrictions placed on the Strata Committee in relation to matters which the Committee is authorised to decide without referral to a General Meeting.

12 Election of Strata Committee

RESOLVED that nominations be received for election of the Strata Committee.

(a) Nominations already received in writing prior to this meeting are as follows: Nil

(b) **RESOLVED** that the Owners Corporation determine the number of members of the Strata Committee (not being more than 9) to be four (4);

(c) **RESOLVED** that the following persons be the members of the Strata Committee elected in accordance with the provisions of the Strata Schemes Regulation 2016, cl.9 and cl.10

Lot 13	Lisa Raymond
Lot 14	Antonie Kersten
Lot 15	William Stanway
Lot 20	Matthew Ho

Note: That the eligible tenant representative on the Strata Committee is: N/A

CLOSURE: There being no further business, the Chairperson declared the meeting closed at 06:14 PM.

CHAIRPERSON

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**MINUTES OF A STRATA COMMITTEE MEETING
FOR THE OWNERS - STRATA PLAN 97139 HELD BY VIDEO/TELECONFERENCE**

ADDRESS OF THE STRATA SCHEME: 446-448 Bunnerong Road, MATRAVILLE NSW 2036

DATE, PLACE & TIME OF MEETING: A meeting of the Strata Committee of The Owners - Strata Plan 97139 was held on Tuesday, 14 June 2022 immediately following the Annual General Meeting via video/teleconference.

PRESENT: Lisa Raymond, Antonie Kersten, William Stanway, and Matthew Ho

CHAIRPERSON: Bryan Khou acted as Chairperson of the meeting.

MOTIONS:

1 Appointment Chairperson, Secretary & Treasurer

RESOLVED that, pursuant to Section 41 of the Strata Schemes Management Act, 2015:

(a) That Antonie Kersten be appointed Chairperson of the Strata Committee until the conclusion of the next Annual General Meeting.

(b) That William Stanway be appointed Secretary of the Strata Committee until the conclusion of the next Annual General Meeting.

(c) That Lisa Raymond be appointed Treasurer of the Strata Committee until the conclusion of the next Annual General Meeting.

2 Committee Liaison

(a) **RESOLVED** that William Stanway be nominated to liaise with the Strata Managing Agent and be the schemes point of contact.

(b) **RESOLVED** that Antonie Kersten be nominated to liaise with the Strata Managing Agent and be the schemes substitute point of contact.

3 Minutes of the last meeting

RESOLVED that the Minutes of the last Strata Committee Meeting be confirmed as a true record of the proceedings of that Meeting.

4 Property & Administrative Matters

RESOLVED that any property and administrative matters presented be considered and accordingly dealt with by the Meeting.

4.1 The Strata agent is to arrange an in person meeting with the developer to review the report prepared by RHM consultants and any outstanding defects.

4.2 The Strata agent is to arrange a ZOOM meeting with RHM consultant to discuss the report for the outstanding defects.

4.3 The Strata agent is to obtain a quote from Timberland Floorings for floorboards damage in Unit 101 and Unit 104.

4.4 The Strata agent is to follow with the debt recovery lawyer CCA for an update of outstanding levies for Unit 502.

5 Future Meetings

RESOLVED that the date, time and place of future meetings be determined as follows:

(a) Annual General Meeting - to be determined.

(b) Strata Committee Meetings - to be determined.

CLOSURE: There being no further business, the Chairperson declared the meeting closed at 06:14 PM.

CHAIRPERSON

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Approved Budget to apply from 01/04/2022

Owners Strata Plan 97139

446-448 Bunnerong Road, MATRAVILLE NSW 2036

Administrative Fund

**Approved
budget**

Revenue

Levies Receivable--Ordinary-- Admin	71,910.00
Total revenue	71,910.00

Less expenses

Admin--Agent Disbursements	1,800.00
Admin--Agent--Management Fees--Additional	3,000.00
Admin--Agent--Management Fees--Standard	5,403.00
Admin--Bank Charges--With GST	100.00
Insurance--Building Insurance Premiums	16,000.00
Maint Bldg--Building--General Repairs	2,000.00
Maint Bldg--Cleaning, Lawns, Gardens	14,000.00
Maint Bldg--Contractor Compliance	60.00
Maint Bldg--Electrical--General Repairs	1,000.00
Maint Bldg--Electrical--Globes & Tubes	100.00
Maint Bldg--Exhaust/Ventilation Systems	1,200.00
Maint Bldg--Fire Protection--Contract	5,200.00
Maint Bldg--Fire Protection--Repairs	1,500.00
Maint Bldg--Garage Door/s--Contract	500.00
Maint Bldg--Lift--Maintenance Contract	8,000.00
Maint Bldg--Pest/Vermin Control	750.00
Maint Bldg--Plumbing--General Repairs	1,000.00
Maint Bldg--Pumps	600.00
Utility--Electricity Supply	12,500.00
Utility--Gas Supply	700.00
Utility--Water & Sewerage	7,600.00
Total expenses	83,013.00

Surplus/Deficit

(11,103.00)

Opening balance

14,510.67

Closing balance

\$3,407.67

Total units of entitlement	10000
Levy contribution per unit entitlement	\$7.91

Budgeted standard levy revenue	71,910.00
Add GST	7,191.00
Amount to raise in levies including GST	\$79,101.00

Owners Strata Plan 97139

446-448 Bunnerong Road, MATRAVILLE NSW 2036

Capital Works Fund**Approved
budget****Revenue**

Levies Receivable--Ordinary--Capital Works	24,211.00
--	-----------

<i>Total revenue</i>	24,211.00
----------------------	-----------

Surplus/Deficit

	24,211.00
--	-----------

Opening balance	10,027.74
-----------------	-----------

Closing balance

	\$34,238.74
--	-------------

Total units of entitlement	10000
----------------------------	-------

Levy contribution per unit entitlement	\$2.66
--	--------

Budgeted standard levy revenue	24,211.00
--------------------------------	-----------

Add GST	2,421.10
---------	----------

Amount to raise in levies including GST	\$26,632.10
---	-------------



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Approved Levy Posting for

Owners Strata Plan 97139

ABN 46233527913

First instalment due date: 01/09/2022

Discount: Nil

Instalment frequency: Quarterly

Group:

Number of instalments: 4

Entitlement set: Levy Entitlement

Description: Quarterly Admin/Capital
Works Levy

Levy determination date: 14/06/2022

Lot No.	Unit No.	Unit Entitlement	Administrative Fund	Capital Works Fund	Total
1	101	423.00	3,346.00	1,126.60	4,472.60
2	102	365.00	2,887.20	972.20	3,859.40
3	103	374.00	2,958.40	996.20	3,954.60
4	104	400.00	3,164.20	1,065.40	4,229.60
5	201	428.00	3,385.60	1,140.00	4,525.60
6	202	369.00	2,919.00	982.80	3,901.80
7	203	407.00	3,219.40	1,084.00	4,303.40
8	204	405.00	3,203.60	1,078.60	4,282.20
9	301	433.00	3,425.20	1,153.20	4,578.40
10	302	383.00	3,029.60	1,020.00	4,049.60
11	303	412.00	3,259.00	1,097.40	4,356.40
12	304	409.00	3,235.40	1,089.40	4,324.80
13	401	461.00	3,646.60	1,227.80	4,874.40
14	402	423.00	3,346.00	1,126.60	4,472.60
15	403	526.00	4,160.80	1,401.00	5,561.80
16	501	376.00	2,974.20	1,001.40	3,975.60
17	502	494.00	3,907.60	1,315.80	5,223.40
18	18	428.00	3,385.60	1,140.00	4,525.60
19	19	430.00	3,401.40	1,145.20	4,546.60
20	20	374.00	2,958.40	996.20	3,954.60
21	21	362.00	2,863.60	964.20	3,827.80
22	22	517.00	4,089.60	1,377.00	5,466.60
23	Shop1	207.00	1,637.40	551.40	2,188.80
24	Shop2	254.00	2,009.20	676.60	2,685.80
25	Shop3	264.00	2,088.40	703.20	2,791.60
26	Suite4	38.00	300.60	101.20	401.80
27	Suite5	38.00	300.60	101.20	401.80

Lot No.	Unit No.	Unit Entitlement	Administrative Fund	Capital Works Fund	Total
Totals		10,000.00	\$79,102.60	\$26,634.60	\$105,737.20
GST included in amounts to be raised			\$7,191.20	\$2,421.28	\$9,612.48
Amount to be raised per unit of entitlement			\$7.91	\$2.66	\$10.57

The following advanced instalment settings were used:

Due date	Description	Administrative Fund	Capital Works Fund	Total	Comment
01/09/2022	Quarterly Admin/Capital Works Levy	19,775.25	6,658.02	26,433.27	
01/12/2022	Quarterly Admin/Capital Works Levy	19,775.25	6,658.02	26,433.27	
01/03/2023	Quarterly Admin/Capital Works Levy	19,775.25	6,658.02	26,433.27	
01/06/2023	Quarterly Admin/Capital Works Levy	19,775.25	6,658.04	26,433.29	
		\$79,101.00	\$26,632.10	\$105,733.10	

ANNUAL REPORTS

for the financial year to 31/03/2023

Strata Plan 97139
446-448 Bunnerong Road, MATRAVILLE NSW 2036
Manager: Chantel Contarino

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Balance Sheet

As at 31/03/2023

Owners Strata Plan 97139

446-448 Bunnerong Road, MATRAVILLE NSW 2036

	Current period	Previous year
Owners' funds		
Administrative Fund		
Operating Surplus/(Deficit)--Admin	(6,169.86)	17,506.71
Owners Funds at Start of Year--Admin	14,510.67	(2,996.04)
	8,340.81	14,510.67
Capital Works Fund		
Operating Surplus/(Deficit)--Capital Works	(26,236.65)	284.11
Owners Funds at Start of Year--Capital Works	10,027.74	9,743.63
	(16,208.91)	10,027.74
Net owners' funds	-\$7,868.10	\$24,538.41
Represented by:		
Assets		
Administrative Fund		
Cash at Bank--Admin	11,107.92	12,108.72
Prepaid Expenses--Admin	1,898.75	1,898.75
Receivable--Levy Arrears--Ordinary--Admin	3,680.75	11,163.46
Receivable--Owners Charges--Admin	176.00	176.00
	16,863.42	25,346.93
Capital Works Fund		
Cash at Bank--Capital Works	(4,935.19)	8,796.40
Receivable--Levy Arrears--Ordinary--CPT WRKs	1,239.35	900.60
	(3,695.84)	9,697.00
Unallocated Money	0.00	0.00
Total assets	13,167.58	35,043.93
Less liabilities		
Administrative Fund		
Accrued Expenses--Admin	7,819.44	5,702.99
Creditor--GST--Admin	697.30	1,978.82
Creditors--Other--Admin	0.00	3,103.56
Prepaid Levies--Admin	5.87	50.89
	8,522.61	10,836.26
Capital Works Fund		
Creditor--GST--Capital Works	(2,569.91)	(334.85)
Creditors--Other--Capital Works	15,081.00	0.00
Prepaid Levies--Capital Works	1.98	4.11
	12,513.07	(330.74)
Unallocated Money	0.00	0.00
Total liabilities	21,035.68	10,505.52
Net assets	-\$7,868.10	\$24,538.41

Owners Strata Plan 97139

446-448 Bunnerong Road, MATRAVILLE NSW 2036

Current period	Previous year
----------------	---------------

Statement of Income and Expenditure for the financial year to 31/03/2023

Owners Strata Plan 97139

446-448 Bunnerong Road, MATRAVILLE NSW 2036

Administrative Fund

	Current period	Annual budget	Previous year
	01/04/2022-31/03/2023	01/04/2022-31/03/2023	01/04/2021-31/03/2022
Revenue			
Interest on Arrears--Admin	529.65	0.00	857.00
Key Deposits--Non-Refundable	272.73	0.00	454.55
Levies Receivable--Ordinary-- Admin	75,661.59	71,910.00	86,912.16
Status Certificate Fees	327.00	0.00	218.00
Total revenue	76,790.97	71,910.00	88,441.71
Less expenses			
Admin--Agent Disbursements	2,992.29	1,800.00	1,547.27
Admin--Agent--Management Fees--Additional	4,407.50	3,000.00	2,879.09
Admin--Agent--Management Fees--Standard	5,544.52	5,403.00	5,469.86
Admin--Bank Charges--With GST	60.56	100.00	61.09
Admin--Legal & Debt Collection Fees	30.80	0.00	(30.80)
Admin--Legal Fees--Other	400.00	0.00	0.00
Admin--Status Certificate Fees Paid	327.00	0.00	218.00
Admin--Strata Hub	198.00	0.00	0.00
Insurance--Building Insurance Premiums	15,074.53	16,000.00	13,868.46
Insurance--Building Valuation Fee	318.18	0.00	0.00
Maint Bldg--Building--General Repairs	2,009.00	2,000.00	1,902.29
Maint Bldg--Cleaning, Lawns, Gardens	14,249.56	14,000.00	13,644.50
Maint Bldg--Contractor Compliance	66.00	60.00	60.00
Maint Bldg--Electrical--General Repairs	0.00	1,000.00	727.70
Maint Bldg--Electrical--Globes & Tubes	0.00	100.00	0.00
Maint Bldg--Exhaust/Ventilation Systems	821.00	1,200.00	0.00
Maint Bldg--Fire Protection--Contract	6,733.30	5,200.00	5,070.25
Maint Bldg--Fire Protection--Repairs	600.00	1,500.00	1,275.00
Maint Bldg--Garage Door/s--Contract	150.00	500.00	150.00
Maint Bldg--Lift--Maintenance Contract	7,968.80	8,000.00	7,842.32
Maint Bldg--Pest/Vermin Control	0.00	750.00	0.00
Maint Bldg--Plumbing--General Repairs	1,237.31	1,000.00	500.00
Maint Bldg--Pumps	330.00	600.00	580.00
Utility--Electricity Supply	11,896.24	12,500.00	7,195.77
Utility--Gas Supply	379.57	700.00	567.87
Utility--Water & Sewerage	7,166.67	7,600.00	7,406.33
Total expenses	82,960.83	83,013.00	70,935.00
Surplus/Deficit	(6,169.86)	(11,103.00)	17,506.71
Opening balance	14,510.67	14,510.67	(2,996.04)

Owners Strata Plan 97139

446-448 Bunnerong Road, MATRAVILLE NSW 2036

Administrative Fund

	Current period	Annual budget	Previous year
	01/04/2022-31/03/2023	01/04/2022-31/03/2023	01/04/2021-31/03/2022
Closing balance	\$8,340.81	\$3,407.67	\$14,510.67

Owners Strata Plan 97139

446-448 Bunnerong Road, MATRAVILLE NSW 2036

Capital Works Fund

	Current period	Annual budget	Previous year
	01/04/2022-31/03/2023	01/04/2022-31/03/2023	01/04/2021-31/03/2022
Revenue			
Interest on Arrears--Capital Works	73.34	0.00	64.03
Levies Receivable--Ordinary--Capital Works	19,913.01	24,211.00	7,012.08
<i>Total revenue</i>	19,986.35	24,211.00	7,076.11
Less expenses			
Admin--Taxation Services	1,000.00	0.00	1,000.00
Maint Bldg--Consultants	14,750.00	0.00	0.00
Maint Bldg--Electrical	3,075.00	0.00	0.00
Maint Bldg--Fire Protection--Maintenance	0.00	0.00	5,792.00
Maint Bldg--Fire Protection--Replacement	18,355.00	0.00	0.00
Maint Bldg--General Replacement	4,043.00	0.00	0.00
Maint Bldg--Painting & Surface Finishes	1,020.00	0.00	0.00
Maint Bldg--Plumbing & Drainage	3,980.00	0.00	0.00
<i>Total expenses</i>	46,223.00	0.00	6,792.00
Surplus/Deficit	(26,236.65)	24,211.00	284.11
Opening balance	10,027.74	10,027.74	9,743.63
Closing balance	-\$16,208.91	\$34,238.74	\$10,027.74



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Levy Positions - Complete for the financial year to 31/03/2023

Owners Strata Plan 97139

446-448 Bunnerong Road, MATRAVILLE NSW 2036

Administrative Fund

Lot	Unit	Paid to	Standard levies			Special levies			Interest		GST due
			Due	Paid	Arrears	Advance	Due	Paid	Arrears	Advance	
1	101	31/05/2023	3,520.50	3,520.50	0.00	0.00	0.00	0.00	0.00	0.00	320.06
2	102	28/02/2023	3,037.80	2,888.71	149.09	0.00	0.00	0.00	0.00	0.00	276.17
3	103	31/05/2023	3,112.70	3,112.70	0.00	0.00	0.00	0.00	0.00	0.00	282.98
4	104	31/05/2023	3,329.20	3,329.20	0.00	0.00	0.00	0.00	0.00	0.00	302.64
5	201	31/05/2023	3,562.15	3,562.15	0.00	0.00	0.00	0.00	0.00	0.00	323.85
6	202	31/05/2023	3,071.20	3,077.07	0.00	5.87	0.00	0.00	0.00	0.00	279.20
7	203	31/05/2023	3,387.30	3,387.30	0.00	0.00	0.00	0.00	0.00	0.00	307.94
8	204	31/05/2023	3,370.70	2,569.80	800.90	0.00	0.00	0.00	0.00	0.00	306.43
9	301	28/02/2023	3,603.80	3,603.78	0.02	0.00	0.00	0.00	0.00	0.00	327.63
10	302	31/05/2023	3,187.60	3,187.60	0.00	0.00	0.00	0.00	0.00	0.00	289.77
11	303	31/05/2023	3,428.95	3,428.95	0.00	0.00	0.00	0.00	0.00	0.00	311.73
12	304	31/05/2023	3,404.10	3,404.10	0.00	0.00	0.00	0.00	0.00	0.00	309.46
13	401	31/05/2023	3,836.75	3,836.75	0.00	0.00	0.00	0.00	0.00	0.00	348.80
14	402	28/02/2023	3,520.50	2,684.00	836.50	0.00	0.00	0.00	0.00	0.00	320.06
15	403	31/05/2023	4,377.75	4,377.75	0.00	0.00	0.00	0.00	0.00	0.00	397.97
16	501	31/05/2023	3,129.30	3,129.30	0.00	0.00	0.00	0.00	0.00	0.00	284.50
17	502	31/05/2023	4,111.40	4,111.40	0.00	0.00	0.00	0.00	0.00	0.00	373.77
18	18	31/05/2023	3,562.15	2,715.75	846.40	0.00	0.00	0.00	0.00	0.00	323.85
19	19	31/05/2023	3,578.80	3,578.80	0.00	0.00	0.00	0.00	0.00	0.00	325.33
20	20	31/05/2023	3,112.70	3,112.70	0.00	0.00	0.00	0.00	0.00	0.00	282.98

Finance

15:02

05/04/2023

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Jameson & Associates Unit Services Pty Ltd

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Owners Strata Plan 97139 446-448 Bunnerong Road, MATRAVILLE NSW 2036

Administrative Fund

Lot	Unit	Paid to	Standard levies				Special levies				Interest		
			Due	Paid	Arrears	Advance	Due	Paid	Arrears	Advance	Due	Paid	GST due
21	21	28/02/2023	3,012.90	2,990.96	21.94	0.00	0.00	0.00	0.00	0.00	0.00	23.91	273.89
22	22	31/05/2023	4,302.85	4,302.85	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	391.18
23	Shop 1	28/02/2023	1,722.80	1,722.43	0.37	0.00	0.00	0.00	0.00	0.00	0.00	43.72	156.61
24	Shop 2	30/11/2022	2,114.00	1,611.15	502.85	0.00	0.00	0.00	0.00	0.00	0.02	36.57	192.17
25	Shop 3	30/11/2022	2,197.30	1,674.62	522.68	0.00	0.00	0.00	0.00	0.00	0.02	37.97	199.74
26	Suite 4	31/05/2023	316.30	316.30	0.00	0.00	0.00	0.00	0.00	0.00	0.00	7.97	28.75
27	Suite 5	31/05/2023	316.30	316.30	0.00	0.00	0.00	0.00	0.00	0.00	0.00	14.19	28.75
			83,227.80	79,552.92	3,680.75	5.87	0.00	0.00	0.00	0.00	0.04	529.65	7,566.21
Due Excl. GST			75,661.59										

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Jameson & Associates Unit Services Pty Ltd

Finance

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Owners Strata Plan 97139

446-448 Bunnerong Road, MATRAVILLE NSW 2036

Capital Works Fund

Lot	Unit	Paid to	Standard levies				Special levies				Interest		
			Due	Paid	Arrears	Advance	Due	Paid	Arrears	Advance	Due	Paid	
1	101	31/05/2023	926.50	926.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	84.21
2	102	28/02/2023	799.55	749.34	50.21	0.00	0.00	0.00	0.00	0.00	0.00	0.00	72.70
3	103	31/05/2023	819.25	819.25	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	74.47
4	104	31/05/2023	876.20	876.20	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	79.64
5	201	31/05/2023	937.55	937.55	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	85.23
6	202	31/05/2023	808.25	810.23	0.00	1.98	0.00	0.00	0.00	0.00	0.00	4.11	73.49
7	203	31/05/2023	891.50	891.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	81.06
8	204	31/05/2023	887.05	617.40	269.65	0.00	0.00	0.00	0.00	0.00	0.00	5.12	80.63
9	301	31/05/2023	948.40	948.40	0.00	0.00	0.00	0.00	0.00	0.00	0.00	4.51	86.22
10	302	31/05/2023	838.85	838.85	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	76.25
11	303	31/05/2023	902.50	902.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	82.04
12	304	31/05/2023	895.90	895.90	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	81.45
13	401	31/05/2023	1,009.75	1,009.75	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	91.78
14	402	28/02/2023	926.50	644.85	281.65	0.00	0.00	0.00	0.00	0.00	0.00	0.00	84.21
15	403	31/05/2023	1,152.15	1,152.15	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	104.74
16	501	31/05/2023	823.55	823.55	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	74.87
17	502	31/05/2023	1,082.10	1,082.10	0.00	0.00	0.00	0.00	0.00	0.00	0.00	24.07	98.36
18	18	31/05/2023	937.55	652.55	285.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	85.23
19	19	31/05/2023	941.80	941.80	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	85.63
20	20	31/05/2023	819.25	819.25	0.00	0.00	0.00	0.00	0.00	0.00	0.00	4.01	74.47
21	21	28/02/2023	792.95	785.56	7.39	0.00	0.00	0.00	0.00	0.00	0.00	8.05	72.08
22	22	31/05/2023	1,132.45	1,132.45	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	102.96
23	Shop 1	28/02/2023	453.45	453.33	0.12	0.00	0.00	0.00	0.00	0.00	0.00	7.29	41.22
24	Shop 2	30/11/2022	556.45	387.11	169.34	0.00	0.00	0.00	0.00	0.00	0.01	6.79	50.59
25	Shop	30/11/2022	578.30	402.31	175.99	0.00	0.00	0.00	0.00	0.00	0.01	7.06	52.57

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Jameson & Associates Unit Services Pty Ltd

Finance

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Owners Strata Plan 97139				446-448 Bunnerong Road, MATRAVILLE NSW 2036									
Capital Works Fund													
Lot	Unit	Paid to	Standard levies				Special levies				Interest		
			Due	Paid	Arrears	Advance	Due	Paid	Arrears	Advance	Due	Paid	
26	Suite 3	31/05/2023	83.25	83.25	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.64	7.57
27	Suite 4	31/05/2023	83.25	83.25	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1.69	7.57
			21,904.25	20,666.88	1,239.35	1.98	0.00	0.00	0.00	0.00	0.02	73.34	1,991.24
Due Excl. GST			19,913.01	0.00									

Proposed Budget to apply from 01/04/2023

Owners Strata Plan 97139

446-448 Bunnerong Road, MATRAVILLE NSW 2036

Administrative Fund			
	Proposed budget	Actual 01/04/2022-31/03/2023	Previous budget
Revenue			
Interest on Arrears--Admin	0.00	529.65	0.00
Key Deposits--Non-Refundable	0.00	272.73	0.00
Levies Receivable--Ordinary-- Admin	99,910.00	75,661.59	71,910.00
Status Certificate Fees	0.00	327.00	0.00
<i>Total revenue</i>	99,910.00	76,790.97	71,910.00
Less expenses			
Admin--Agent Disbursements	3,400.00	2,992.29	1,800.00
Admin--Agent--Management Fees--Additional	4,000.00	4,407.50	3,000.00
Admin--Agent--Management Fees--Standard	5,844.00	5,544.52	5,403.00
Admin--Bank Charges--With GST	100.00	60.56	100.00
Admin--Legal & Debt Collection Fees	0.00	30.80	0.00
Admin--Legal Fees--Other	0.00	400.00	0.00
Admin--Status Certificate Fees Paid	0.00	327.00	0.00
Admin--Strata Hub	200.00	198.00	0.00
Insurance--Building Insurance Premiums	17,300.00	15,074.53	16,000.00
Insurance--Building Valuation Fee	0.00	318.18	0.00
Maint Bldg--Building--General Repairs	2,000.00	2,009.00	2,000.00
Maint Bldg--Cleaning, Lawns, Gardens	14,500.00	14,249.56	14,000.00
Maint Bldg--Contractor Compliance	70.00	66.00	60.00
Maint Bldg--Electrical--General Repairs	500.00	0.00	1,000.00
Maint Bldg--Electrical--Globes & Tubes	100.00	0.00	100.00
Maint Bldg--Exhaust/Ventilation Systems	900.00	821.00	1,200.00
Maint Bldg--Fire Protection--Contract	7,000.00	6,733.30	5,200.00
Maint Bldg--Fire Protection--Repairs	1,000.00	600.00	1,500.00
Maint Bldg--Garage Door/s--Contract	500.00	150.00	500.00
Maint Bldg--Lift--Maintenance Contract	8,300.00	7,968.80	8,000.00
Maint Bldg--Pest/Vermin Control	0.00	0.00	750.00
Maint Bldg--Plumbing--General Repairs	1,000.00	1,237.31	1,000.00
Maint Bldg--Pumps	600.00	330.00	600.00
Utility--Electricity Supply	12,200.00	11,896.24	12,500.00
Utility--Gas Supply	500.00	379.57	700.00
Utility--Water & Sewerage	7,400.00	7,166.67	7,600.00
<i>Total expenses</i>	87,414.00	82,960.83	83,013.00
Surplus/Deficit	12,496.00	(6,169.86)	(11,103.00)
Opening balance	8,340.81	14,510.67	14,510.67
Closing balance	\$20,836.81	\$8,340.81	\$3,407.67

Owners Strata Plan 97139

446-448 Bunnerong Road, MATRAVILLE NSW 2036

Administrative Fund**Proposed
budget****Actual**
01/04/2022-31/03/2023**Previous
budget**

Total units of entitlement	10000	10000
Levy contribution per unit entitlement	\$10.99	\$7.91
 Budgeted standard levy revenue	 99,910.00	 71,910.00
Add GST	9,991.00	7,191.00
Amount to raise in levies including GST	<u>\$109,901.00</u>	<u>\$79,101.00</u>

Owners Strata Plan 97139

446-448 Bunnerong Road, MATRAVILLE NSW 2036

Capital Works Fund

Proposed budget	Actual 01/04/2022-31/03/2023	Previous budget
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Revenue

Interest on Arrears--Capital Works	0.00	73.34	0.00
Levies Receivable--Ordinary--Capital Works	50,747.00	19,913.01	24,211.00
Levies Receivable--Special--Capital Works	35,000.00	0.00	0.00
<i>Total revenue</i>	85,747.00	19,986.35	24,211.00

Less expenses

Admin--Taxation Services	0.00	1,000.00	0.00
Maint Bldg--Consultants	0.00	14,750.00	0.00
Maint Bldg--Electrical	0.00	3,075.00	0.00
Maint Bldg--Fire Protection--Replacement	0.00	18,355.00	0.00
Maint Bldg--General Replacement	0.00	4,043.00	0.00
Maint Bldg--Painting & Surface Finishes	0.00	1,020.00	0.00
Maint Bldg--Plumbing & Drainage	0.00	3,980.00	0.00
<i>Total expenses</i>	0.00	46,223.00	0.00

Surplus/Deficit

	85,747.00	(26,236.65)	24,211.00
Opening balance	(16,208.91)	10,027.74	10,027.74

Closing balance

	\$69,538.09	-\$16,208.91	\$34,238.74
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Total units of entitlement	10000	10000
Levy contribution per unit entitlement	\$5.58	\$2.66

Budgeted standard levy revenue	50,747.00	24,211.00
Add GST	5,074.70	2,421.10
Amount to raise in levies including GST	\$55,821.70	\$26,632.10

Proposed Levy Schedule to apply from 01/04/2023

Owners Strata Plan 97139

446-448 Bunnerong Road, MATRAVILLE NSW 2036

Quarterly levy instalments that would apply to each lot if proposed budgets are accepted by the general meeting:

Lot	Unit	Unit Entitlement	Admin Fund	Capital Works Fund	Quarterly Total	Annual Total
1	101	423.00	1,162.20	590.35	1,752.55	7,010.20
2	102	365.00	1,002.85	509.40	1,512.25	6,049.00
3	103	374.00	1,027.60	521.95	1,549.55	6,198.20
4	104	400.00	1,099.05	558.25	1,657.30	6,629.20
5	201	428.00	1,175.95	597.30	1,773.25	7,093.00
6	202	369.00	1,013.85	515.00	1,528.85	6,115.40
7	203	407.00	1,118.25	568.00	1,686.25	6,745.00
8	204	405.00	1,112.75	565.20	1,677.95	6,711.80
9	301	433.00	1,189.70	604.30	1,794.00	7,176.00
10	302	383.00	1,052.30	534.50	1,586.80	6,347.20
11	303	412.00	1,132.00	575.00	1,707.00	6,828.00
12	304	409.00	1,123.75	570.80	1,694.55	6,778.20
13	401	461.00	1,266.65	643.35	1,910.00	7,640.00
14	402	423.00	1,162.20	590.35	1,752.55	7,010.20
15	403	526.00	1,445.20	734.10	2,179.30	8,717.20
16	501	376.00	1,033.10	524.75	1,557.85	6,231.40
17	502	494.00	1,357.30	689.40	2,046.70	8,186.80
18	18	428.00	1,175.95	597.30	1,773.25	7,093.00
19	19	430.00	1,181.45	600.10	1,781.55	7,126.20
20	20	374.00	1,027.60	521.95	1,549.55	6,198.20
21	21	362.00	994.60	505.20	1,499.80	5,999.20
22	22	517.00	1,420.50	721.50	2,142.00	8,568.00
23	Shop1	207.00	568.75	288.90	857.65	3,430.60
24	Shop2	254.00	697.90	354.50	1,052.40	4,209.60
25	Shop3	264.00	725.35	368.45	1,093.80	4,375.20
26	Suite4	38.00	104.45	53.05	157.50	630.00
27	Suite5	38.00	104.45	53.05	157.50	630.00
		10,000.00	\$27,475.70	\$13,956.00	\$41,431.70	\$165,726.80



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 Jameson & Associates Unit Services Pty Ltd
 ABN 83 001 138 576
 PO Box 547 Surry Hills NSW 2010
 info@jamesons.com.au
 02 8969 3300
 jamesons.com.au

Proposed Levy Posting for Owners Strata Plan 97139 ABN 46233527913

First instalment due date: 01/06/2023

Discount: Nil

Instalment frequency: Once-off

Group:

Number of instalments: 1

Entitlement set: Levy Entitlement

Description: Fund Deficit

Levy determination date: 11/04/2023

Lot No.	Unit No.	Unit Entitlement	Administrative Fund	Capital Works Fund	Total
1	101	423.00	0.00	1,480.50	1,480.50
2	102	365.00	0.00	1,277.50	1,277.50
3	103	374.00	0.00	1,309.00	1,309.00
4	104	400.00	0.00	1,400.00	1,400.00
5	201	428.00	0.00	1,498.00	1,498.00
6	202	369.00	0.00	1,291.50	1,291.50
7	203	407.00	0.00	1,424.50	1,424.50
8	204	405.00	0.00	1,417.50	1,417.50
9	301	433.00	0.00	1,515.50	1,515.50
10	302	383.00	0.00	1,340.50	1,340.50
11	303	412.00	0.00	1,442.00	1,442.00
12	304	409.00	0.00	1,431.50	1,431.50
13	401	461.00	0.00	1,613.50	1,613.50
14	402	423.00	0.00	1,480.50	1,480.50
15	403	526.00	0.00	1,841.00	1,841.00
16	501	376.00	0.00	1,316.00	1,316.00
17	502	494.00	0.00	1,729.00	1,729.00
18	18	428.00	0.00	1,498.00	1,498.00
19	19	430.00	0.00	1,505.00	1,505.00
20	20	374.00	0.00	1,309.00	1,309.00
21	21	362.00	0.00	1,267.00	1,267.00
22	22	517.00	0.00	1,809.50	1,809.50
23	Shop1	207.00	0.00	724.50	724.50
24	Shop2	254.00	0.00	889.00	889.00
25	Shop3	264.00	0.00	924.00	924.00
26	Suite4	38.00	0.00	133.00	133.00
27	Suite5	38.00	0.00	133.00	133.00
Totals		10,000.00	\$0.00	\$35,000.00	\$35,000.00
GST included in amounts to be raised			\$0.00	\$3,181.80	\$3,181.80
Amount to be raised per unit of entitlement			\$0.00	\$3.50	\$3.50



STRATA COMMITTEE NOMINATION FORM

In accordance with the provisions of Schedule 1, Part 2, Cl. 5 (1) of the Strata Schemes Management Act 2015 a Notice of an Annual General Meeting is to include a call for nominations for members of the Strata Committee at least seven (7) days before the Annual General Meeting of the Owners Corporation.

Strata plan:

1. COMPLETE FOR SELF NOMINATION OR NOMINATING ANOTHER PERSON

Name of lot owner making nomination:

Owner of lot: or unit

Date:

Signature of Owner

*Tick or tick and complete whichever applies

2. IF NOMINATING ANOTHER PERSON - CONSENT OF NOMINEE

Strata plan:

Name of nominee for election to the strata committee:

Address of nominee: (email or postal)

I Consent to being nominated for election to the strata committee.

Date:

Signature of Nominee

NB: Nominations received prior to the issuing of the Notice of the Annual General Meeting will be included in the Notice of that meeting at which the election is to take place.



PROXY APPOINTMENT FORM - STRATA SCHEMES MANAGEMENT ACT 2015

Date: / /

I/We, ,

the owners of lot in Strata Plan No

Appoint , of

As my/our proxy for the purposes of meetings of the owners corporation (including adjournments of meetings).

I/We appoint , of

As my/our proxy for the purposes of meetings of the owners corporation (including adjournments of meetings)

if already holds the maximum number of proxies that may be accepted.

Period or number of meetings for which appointment of proxy has effect

☐ * 1 meeting / ☐ * meetings / ☐ * 1 month / ☐ * months / ☐ * 12 months or 2 consecutive

*Tick or tick and complete whichever applies

(Note: The appointment cannot have effect for more than 12 months or 2 consecutive Annual General Meetings, whichever is the greater.)

*1. This form authorises the proxy to vote on my/our behalf on all matters. **OR**

*2. This form authorises the proxy to vote on my/our behalf on the following matters only:

(Specify the matters and any limitations on the manner in which you want the proxy to vote.)

*Delete paragraph 1 or 2, whichever does not apply.

*3. If a vote is taken on whether (the strata managing agent) should be appointed or remain in office or whether another managing agent is to be appointed, I/we want the proxy to vote as follows:

* Delete paragraph 3 if proxy is not authorised to vote on this matter. For examples, read note 1 below.

*4. I understand that, if the proxy already holds more than the permitted number of proxies, the proxy will not be permitted to vote on my/our behalf on any matters.

Signature of owner/s

1. If a person holds more than the total number of proxies permissible, the person cannot vote using any additional proxies. The total number of proxies that may be held by a person (other than proxies held by the person as the co-owner of a lot) voting on a resolution are as follows:
 - (a) if the strata scheme has 20 lots or less, one,
 - (b) if the strata scheme has more than 20 lots, a number that is equal to not more than 5% of the total number of lots.
2. A physical person must be named on the proxy form. Do not nominate the Chairperson, Strata Manager or Jamesons as your proxy for the meeting. It is advisable that you nominate another person that can/is attending the meeting.
3. This form is ineffective unless it contains the date on which it was made and it is given to the secretary of the owners corporation at least 24 hours before the first meeting in relation to which it is to operate (in the case of a large strata scheme – 100 lots or more) or at or before the first meeting in relation to which it is to operate (in any other case).
4. This form will be revoked by a later proxy appointment form delivered to the secretary of the owners corporation in the manner described in the preceding paragraph.
5. This form is current from the day on which it is signed until the end of the period (if any) specified on the form or the first anniversary of that day or at the end of the second annual general meeting held after that day (whichever occurs first).
6. A provision of a contract for the sale of a lot in a strata scheme, or of any ancillary or related contract or arrangement, is void and unenforceable to the extent that it:
 - (a) requires the purchaser of a lot, or any other person, to cast a vote at a meeting of the owners corporation at the direction of another person, or
 - (b) requires the purchaser to give a proxy at the direction of another person for the purpose of voting at a meeting of the owners corporation (that is a person cannot rely on any such proxy to cast a vote as a proxy).



STRATA | SPECIALIST | LAWYERS

Date: 19 March 2020

THE OWNERS – STRATA PLAN NO. 97139 (“Owners Corporation”)

and

Collingwood House Pty Ltd (“Developer”)

DEED OF SETTLEMENT AND RELEASE

DEED OF SETTLEMENT AND RELEASE

THIS DEED OF SETTLEMENT AND RELEASE is made the 19th day of March 2020

PARTIES

BETWEEN: The Owners – Strata Plan No 97139 of 446-448 Bunnerong Road, Matraville, in the State of New South Wales, ("the Owners Corporation")

and Collingwood House Group Pty Ltd of 33 Greenoaks Avenue, Darling Point, in the State of New South Wales ("the Developer")

RECITALS

- A. The Owners Corporation is the holder of the whole of the Common Property.
- B. The Developer was the immediate predecessor in title in respect of the Property to the Owners Corporation and the developer of the Property, as that term is defined in the *Home Building Act 1989* (NSW).
- C. The Developer engaged builder to construct the Building on the Property.
- D. The Owners Corporation has identified Defects in the construction of the Building on the Property which it alleges are a contravention of the Statutory Warranties.
- E. Without admissions of any kind, the parties have agreed to resolve the claim by the owners corporation for the rectification of the Defects on the terms set out below.

CLAUSES

1. DEFINITIONS

- (a) In this Deed, the following definitions apply:

Act means the *Strata Schemes Management Act 2015* (NSW) or any amendment or replacement thereof and a reference to a section of the Act includes any amendment or replacement of that section.



Alternate Method of Work means a scope of works to rectify Defects that differs from the scope recommended in the Expert Report and determined in accordance with clause 4(a)(i).

Building means the Building constructed on the Property known 446-448 Bunnerong Road, Matraville, NSW 2036.

Common Property has the same meaning contained in the Act as applicable to Strata Plan No. 97139.

Deed means this deed.

Defects means the defects identified in the Expert Report.

Developer means Collingwood House Group Pty Ltd, including any contractor they engage to assist it in carrying out its duties under this Deed (including the conduct of the Rectification Works)

Expert Report means the report of RHM Consultants dated September 2019, a copy of which is annexed to this Deed and marked with the letter "A".

Lots has the same meaning contained in the Act as applicable to Strata Plan No 97139.

Owners Corporation means The Owners – Strata Plan No 97139.

Property means the whole of the land identified in the Strata Plan No 97139 and comprising the Lots and Common Property within the strata plan.

Rectification Works means rectification of the Defects in accordance with the Expert Report or an Alternate Method of Work.

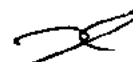
Related Bodies Corporate has the meaning given to it in the *Corporations Act 2001* (Cth)

Statutory Warranties means the warranties specified in s18B of the *Home Building Act 1989* (NSW).



Independent Expert means such expert as may be agreed in writing between the parties or, failing agreement, as appointed by the President for the time being of the Institute of Engineers Australia.

- (b) Headings in this Deed are for convenience only and do not affect its interpretation or construction.
- (c) The following rules apply in this Deed unless the context requires otherwise:
 - (i) The singular includes the plural, and the converse also applies.
 - (ii) Each gender includes the other two genders.
 - (iii) The word "person" means a natural person and any association, body or entity whether incorporated or not.
 - (iv) The word "month" means calendar month.
 - (v) If a word or phrase is defined, any other part of speech or cognate grammatical form of that word or phrase has a like meaning.
 - (vi) A reference to a clause, schedule or annexure is a reference to a clause of, or schedule or annexure to, this Deed.
 - (vii) A reference to an agreement or document (including a reference to this Deed) is to the agreement or document as amended, supplemented, novated or replaced, except to the extent prohibited by this Deed or that other agreement or document, and includes the recitals, schedules and annexures to that agreement or document.
 - (viii) A reference to writing includes any method of representing or reproducing words, figures, drawings or symbols in a visible and tangible form.
 - (ix) A reference to a party to this Deed or another agreement or document includes the party's successors, permitted substitutes and permitted assigns (and, where applicable, the party's legal personal representatives).



- (x) A reference to any statute, proclamation, rule, code, regulation or ordinance includes any amendment, consolidation, modification, re-enactment or reprint of it or any statute, proclamation, rule, code, regulation or ordinance replacing it.
- (xi) "Business Day" means a day other than a Saturday, Sunday or public holiday in Sydney.
- (xii) A reference to a right or obligation of any two or more people comprising a single party confers that right, or imposes that obligation, as the case may be, on each of them severally and each two or more of them jointly. A reference to that party is a reference to each of those people separately.
- (xiii) Using "includes", "including", "including, for example" when introducing an example or list of things does not limit the example or the meaning of the words to which the list relates to that example, or those words only, or to examples and words of a similar kind only.
- (xiv) A reference to any thing is a reference to the whole and each part of it.
- (xv) A reference to a group of persons is a reference to all of them collectively and to each of them individually.
- (xvi) Nothing in this Deed is to be interpreted against a party solely on the ground that the party put forward this Deed or a relevant part of it.

2. RECTIFICATION WORKS

- (a) The Developer shall commence the Rectification Works within 7 days of the date of this Deed.
- (b) The Developer shall carry out the Rectification Works promptly in accordance with this Deed and will complete the rectification works within six months of the date of this Deed (such time to be extended if necessary, under clause 3).

3. ACCESS FOR THE RECTIFICATION WORKS



- (a) In order to enable the Developer to undertake the Rectification Works the Owners Corporation shall:
- (i) provide access to the Common Property;
 - (ii) be responsible for obtaining and organising access to Common Property located within Lots (unless the Developer has been able to obtain access);
 - (iii) not interfere with or hinder the Developer in carrying out the Rectification Works and shall use its best endeavours to ensure that the owners or occupiers of the Lots likewise do not interfere or hinder the Developer and shall give all necessary notices to owners and/or occupiers of Lots.
- (b) If access cannot be obtained into a Lot to rectify any Defects, within 28 days of the Developer making a reasonable written request on three separate occasions for the necessary access and at least 3 months have passed since the first request, the parties agree that the obligation to undertake the Rectification Works will be considered waived. For clarity, the written requests must be made after the date of this Deed. The Owners Corporation will use its best endeavours to ensure access is provided including that any application to NSW Civil and Administrative Tribunal for access is made promptly and at its cost, if an occupier refuses access.
- (c) The Developer shall be entitled to rely upon any delay in access to a Lot for extending time for performance of its obligations in this Deed.

4. UNDERTAKING AND COMPLETING THE RECTIFICATION WORKS

- (a) Before carrying out the Rectification Works:
- (i) the Developer will confirm in writing to the Owners Corporation whether the works will be conducted in accordance with the Expert Report or an Alternate Method of Works. If an Alternate Method of Works is proposed by the Developer, then:
 - (A) the Developer will provide the Owners Corporation with the scope;



- (B) within 7 days after the provision of the scope, the Owners Corporation will indicate to the Developer if the scope is agreed to, after consulting with its experts;
- (C) if agreed, the Developer will carry out those works;
- (D) if not agreed:
 - (1) the parties will use their best endeavours to reach an agreement as to the scope within 7 days of the Developer being notified under clause 4(a)(i)(A);
 - (2) failing agreement, within 7 days of the date in clause 4(a)(i)(D)(1), the scope together with the scope in the Expert Report will be referred to an Independent Expert to determine the appropriate scope to rectify the Defect. The decision of the Independent Expert is binding on all parties. The cost of the Expert is to be shared equally between the parties.
- (ii) provide to the Owners Corporation the names, contact, and licence details of all persons who will be performing the Rectification Works, it being noted that all persons must be appropriately licenced where required by law.
- (iii) obtain and provide to the Owners Corporation a certificate of currency of the insurance policy or policies for each person who will be performing the Rectification Works:
 - (A) contractor's all risk insurance incorporating public liability insurance in an amount of not less than \$10,000,000;
 - (B) any insurance required in respect of the Rectification Works under section 92 of the *Home Building Act 1989 (NSW)*;
 - (C) workers' compensation in accordance with applicable legislation;
- (b) When carrying out the Rectification Works, the Developer must:



- (i) permit the strata committee (and any expert nominated by the strata committee) to inspect the Rectification Works and any related investigations and water testing as the strata committee reasonably sees fit;
- (ii) take reasonable precautions to protect all areas of the Building and Property from damage;
- (iii) take reasonable steps to avoid or contain undue noise and/or vibration in the Building and the Property;
- (iv) ensure that no explosive tools are used in the Building;
- (v) suppress all airborne and surface dust and dust matter emanating from the Rectification Works by the use of fine water spray or other generally accepted methods of dust suppression;
- (vi) clean and if necessary paint any part of the surface of the Building and the Property adversely affected by dust pollution generated by the Rectification Works and any associated investigations;
- (vii) keep all areas of the Building and the Property affected by the Rectification Works clean and tidy;
- (viii) ensure that the Rectification Works do not interfere with or damage the Common Property or interfere with or damage the property of any owner or occupier of a Lot;
- (ix) make good any damage of whatsoever nature caused directly or indirectly by the Developer or any licensed contractor engaged by or on behalf of the Developer as a result of any part of the Rectification Works, and any associated investigations and water testing;
- (x) the Developer indemnifies the Owners Corporation and each owner or occupier of a Lot in each of the Building at the Property against any liability or loss in respect of death or personal injury or property damage and against any cost, charge or expense incurred or sustained by the Owners Corporation, or the owner or occupier



of a Lot, arising out of, or as a consequence of, the carrying out of the Rectification Works and any associated investigations and water testing. The Owners Corporation must mitigate its loss. If such liability, loss, cost, charge or expense arises in whole or in part through the negligence of the Owners Corporation, or an owner or occupier of a Lot, the extent of the Developer's indemnity will be reduced by the extent to which the negligence of the Owners Corporation, or an owner or occupier of a Lot, contributed to such liability or loss, cost, charge or expense;

- (c) The Developer will notify the strata committee and when it has completed the Rectification Works;
- (d) The Rectification Works shall be considered complete when:
 - (i) The Developer has notified the Owners Corporation that it has completed the Rectification Works and has provided the Owners Corporation with evidence of completion including but not limited to certification that the works comply with relevant Australian Standards and the Building Code of Australia;
 - (ii) The Owners Corporation has provided written confirmation to the Developer that the Rectification Works have been completed;
 - (iii) The Developer has made good any damage caused by itself or its licensed contractors to any part of the Building or the Property including any Lots or Common Property as a result of the Rectification Works and any associated investigations including water testing; and
 - (iv) The Developer has vacated the Property by removing all its plant, equipment and materials.
- (e) The Developer warrants that the design and remedial methodology that it employs to rectify the Defects will comply with the Statutory Warranties, the National Construction Code and all relevant Australian Standards and will rectify the Defects.

5. RELEASES



In consideration of the Developer agreeing to undertake the Rectification Works and upon their completion in accordance with the terms of this Deed, the Owners Corporation releases the Developer and their Related Bodies Corporate, directors, employees, agents and assignees from any liability, claims, proceedings, causes of actions or other obligation whatsoever which the Owners Corporation had, has or may have at any time in the future arising out of or in connection with the Defects.

6. DISPUTE RESOLUTION

- (a) If a dispute arises between the parties in relation to matters arising out of this Deed (**Dispute**) that are not in any way technical in nature (including the scope of works for the Rectification Works), the parties shall follow the procedure set out in this clause:
- (i) Either party shall give the other written notice of the Dispute, setting out its nature and full particulars (**Dispute Notice**) together with any relevant supporting documents. On service of the Dispute Notice the strata committee and the Developer, and if appropriate the Developer, shall attempt in good faith to resolve the Dispute;
 - (ii) If the parties are for any reason unable to resolve the Dispute within 30 days of service of the Dispute Notice, the parties will attempt to settle it by mediation. To initiate a mediation, a party must serve notice in writing (**ADR Notice**) to the other party to the Dispute, requesting mediation. If the parties do not agree to the appointment of a mediator within 10 days of service of the **ADR Notice**, either party may apply to the Resolution Institute for a mediator to be nominated. Unless otherwise agreed between the parties, the mediation will start not later than 30 days after the appointment of a mediator;
 - (iii) No party may commence any court proceedings under clause 6(a)(iv) in relation to the whole or part of the Dispute until 40 days after service of the ADR Notice, provided that the right to issue proceedings is not prejudiced by the delay;
 - (iv) If the Dispute is not resolved within 40 days after service of the ADR Notice, either party fails to participate or ceases to participate in the mediation before the expiry of that 40 day period, or the mediation terminates before the expiry of that 40 day



period, the Dispute shall be finally resolved by the courts of New South Wales unless the Dispute concerns a matter of a technical nature, in which case the Dispute shall be referred to the Independent Expert for determination pursuant to clauses (b) to (g) inclusive below.

- (b) Any party may notify the Independent Expert in writing of the dispute requiring his determination and shall provide a copy of such notification to the other parties.
- (c) The Independent Expert must at all times act fairly, reasonably and independently.
- (d) The Independent Expert's determination, which does not require written reasons, will be final and binding on the parties.
- (e) If requested to do so by any of the parties to this Deed prior to making a determination, the Independent Expert must liaise with any qualified and/or licensed consultants nominated by that party regarding the Dispute and consider their opinions as appropriate when making a determination.
- (f) Unless otherwise agreed between the parties, the Independent Expert's costs in dealing with a Dispute under this clause shall be paid for in equal shares by each of the Owners Corporation and the Developer.

7. BINDING

This Deed binds the parties and any executor, administrator, transferee, assignee, liquidator or trustee in bankruptcy appointed in respect of it.

8. FURTHER ASSURANCES

Each party must do anything necessary (including executing agreements and documents) to give full effect to this Deed. Where required, the parties shall use their best endeavours to cause relevant third parties to do likewise.

9. SEVERABILITY

If any provision of this Deed is invalid, void or unenforceable in this jurisdiction, all other provisions which are capable of separate enforcement without regard to an invalid, void or



unenforceable provision are and will continue to be of full force and effect in accordance with their terms.

10. BAR TO FURTHER PROCEEDINGS

Each party is at liberty to plead this Deed in any court of law, arbitral tribunal or in any other proceedings in relation to, in connection with, or arising out of the matters contained in this Deed as a bar to such proceedings.

11. JURISDICTION

This Deed is governed, construed and interpreted according to the laws of New South Wales. Each party irrevocably submits to the exclusive jurisdiction of the courts of New South Wales.

12. CONFIDENTIALITY

The parties agree that they will keep the existence and terms of this Deed confidential and will not make disclosure to any person unless to facilitate the performance of the obligations in this Deed or to comply with its statutory obligations. For the avoidance of doubt, the Owners Corporation will be required to disclose the terms of this Deed to all owners of Lots in the Building at the Property.

13. COUNTERPARTS

This Deed may be executed in any number of counterparts and such counterparts taken together constitute one and the same instrument.

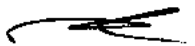
14. ENTIRE UNDERSTANDING

- (a) This document contains the entire understanding between the parties as to the subject matter of this Deed.
- (b) All previous negotiations, understandings, representations, warranties, memoranda or commitments concerning the subject matter of this document are merged in and superseded by this document and are of no effect. No party is liable to any other party in respect of those matters.
- (c) No oral explanation or information provided by any party to another:

- (i) affects the meaning or interpretation of this Deed; or
- (ii) constitutes any collateral agreement, warranty or understanding between any of the parties.

15. COSTS

Each party must pay its own legal and other costs and expenses of negotiating, preparing, executing and performing its obligations under this Deed.



EXECUTED AS A DEED

THE COMMON SEAL by THE OWNERS -)
 STRATA PLAN NO. 97139 was hereunto affixed)
 on the 18 day of March 2020)
 in the presence of Bryan Kou)
 being the person(s) authorised by Section 273)
 of the Strata Schemes Management Act 2015)
 to attest the affixing of the seal:)



[Signature]

 Bryan Kou c/- SP97139
 Print name

EXECUTED by COLLINGWOOD HOUSE GROUP)
 PTY LTD ACN 606 553 753)
 on the day of)
 2020 in accordance with Section 127 of the)
 Corporations Act:)

[Signature]

 Director/Secretary

.....
 Director

[Signature]

 Print name

.....
 Print Name

[Signature]

REPORT ON BUILDING DEFECTS

For the property known as

THE VERGE

Located at

448 BUNNERONG ROAD, MATRAVILLE

On behalf of

THE OWNERS – STRATA PLAN 97139

Through

**SARRAF STRATA PTY LTD
13/2 PARK STREET,
SYDNEY NSW 2000**

ISSUE DATE: SEPTEMBER 2019

(Reference: 19-2084 200819 DEFECT REPORT BGH1)



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1.0 INTRODUCTION

1.1 Overview & Brief:

1.1.1 RHM Consultants Pty Ltd was instructed by The Owners – Strata Plan 97139 through Sarraf Strata to inspect the property known as 'The Verge' located at 448 Bunnerong Road, Matraville.

1.1.2 The purpose of the inspection was to identify building defects affecting common property elements within the individual residential sole-occupancy units and throughout all common areas, and to subsequently provide an expert opinion on the building defects and responsibility for the defects in the context of a potential claim for defective building work against the original builder.

1.1.3 Inspections were conducted in the presence of the respective owners, tenants, or Managing Agents of the units on the following dates:

- Tuesday 9th April 2019;
- Wednesday 17th April 2019;
- Thursday 13th June 2019;

1.1.4 Bruce Hodsdon and Reece Moffat conducted the inspections on behalf of RHM Consultants Pty Ltd. Bruce Hodsdon is the sole author of this report.

1.2 Author's Expertise:

1.2.1 I am an Engineer/Building Consultant with thirteen (13) years of professional experience. My specialist area of expertise is in the field of building diagnostics, where I identify, assess and report on disparate defects and faults in new and old buildings such as the subject premises. I also specify and supervise the rectification works required to repair the defects and faults in the buildings.

1.2.2 I hold a *Bachelor of Engineering* Degree from the University of Wollongong and have continually engaged in ongoing training, education and professional development throughout my career.



1.2.3 I am currently a Senior Engineering Consultant at *RHM Consultants Pty Ltd*, a specialist Engineering and Building Diagnostics Consultancy. During the course of my employment with *RHM Consultants Pty Ltd* I have inspected and reported on in excess of 12,000 residential Strata dwellings, with specific emphasis on identifying and assessing defective original building work as part of building defect claims proceedings.

1.3 Duty to Courts:

1.3.1 It is confirmed that this report was prepared in accordance with both the NSW Civil and Administrative Tribunal (NCAT) Procedural Direction 3 (February 2014) *Expert Witnesses* and Schedule 7 of the *Uniform Civil Procedure Rules 2005 Expert Witness Code of Conduct*.

1.3.2 I declare that I have read and understand the provisions of the respective *Expert Witness Codes of Conduct* and agree to be bound by them.

1.3.3 I am unaware of any actual or perceived conflict of interest that may compromise my preparation of this report or my independence in this matter.

1.3.4 I have not entered into any arrangement that makes the fees to which I am entitled to dependent upon the observations I make, the opinions I express, or the outcome of this matter.

1.4 Building Description:

1.4.1 The property at 448 *Bunnerong Road, Matraville* (Strata Plan 97139) is a mixed commercial and residential strata scheme that accommodates twenty-two (22) sole-occupancy units, three (3) shops and two (2) commercial suites in a six (6) storey building.

1.4.2 The units are accessed via two (2) lifts that open into common hallways/foyers on each level and/or stairs from the central courtyard on the podium level. The common hallways/foyers are also serviced by fire isolated stairwells.

1.4.4 The main structural elements of the building generally comprise the reinforced concrete lift shafts, reinforced concrete columns and precast concrete wall panels. These elements support reinforced the concrete floor slabs, and the metal roof.

1.4.5 The facades of the building generally comprise:

- Painted concrete panels.
- Aluminium-framed windows.
- Aluminium-framed balcony doors.
- Face brickwork.

- 1.4.6 All sole-occupancy units feature at least one balcony or courtyard. The balconies are generally enclosed with rendered masonry parapet balustrade walls or semi-frameless glass balustrades.
- 1.4.7 The internal walls of the sole-occupancy units are generally lined with plasterboard sheeting. The ceilings comprise suspended plasterboard sheeting. The internal concrete floor slabs are generally tiled, carpeted, or lined with floating timber laminate floors.
- 1.4.8 The buildings feature metal rooftops with a combination of box gutters and eaves mounted gutters.
- 1.4.9 The complex is constructed above a two-level basement carpark. Construction of the basement carpark general consists of a combination of “Rapid-wall” concrete walls and cut sandstone bedrock supporting the concrete floor slabs and driveway ramps. Reinforced concrete columns also support the suspended floor slabs. The carpark is accessible via a driveway entry from *Baird Lane* on the western boundary of the complex.
- 1.4.10 For the purposes of this report, the *Bunnerong Road* frontage of the property is deemed the eastern elevation.
- 1.4.11 We understand the construction was completed circa March 2018, based on the interim occupation certificate.



1.5 Building Classification:

1.5.1 The design and intended uses of the Strata Scheme at 448 Bunnerong Road, Matraville (Strata Plan 97139) generally attract the following classifications in accordance with the Building Code of Australia (BCA):

- **Class 2** – a building containing two or more sole-occupancy units each being a separate dwelling.
- **Class 5** – an office building used for professional or commercial purposes;
- **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 building which is a carpark.

1.5.2 I have been instructed that the initial Development Application pertaining to the building was issued in 2014 as listed on the construction certificate. It is therefore assumed that the applicable Building Code of Australia (BCA) is the 2014 edition (adopted in New South Wales on 1st May 2014).

1.6 Report Structure:

- 1.6.1 *Section 2.0 Defect Schedule* forms the main body of this report and comprises an itemised defect schedule that is separated into three (3) columns:
- 1.6.2 The first column nominates the item reference numbers and sub-references (A-D).
- 1.6.3 The second column provides commentary on the defect items and is separated into four (4) rows per building defect item:
- i. The first row (sub-reference A) contains the *location and description* of the defect item.
 - ii. The second row (sub-reference B) asserts the *cause/causes* of the defect item.
 - iii. The third row (sub-reference C) asserts whether the defect item *breaches* any of the applicable statutory warranties under *Section 18B* of the *Home Building Act 1989 (NSW)*, the Building Code of Australia, applicable Australian Standards, or other relevant governing publications. It also outlines the reason(s) why the item is considered to be a building defect.
 - iv. The fourth row (sub-reference D) outlines a *recommended scope of works/method of rectification* for the defect item.
- 1.6.4 The third column provides a photograph or photographs of the defect item referred to in the second column.
- 1.6.5 A summary of the defect items documented in *Section 2.0 Defect Schedule* is set out in a schedule in Appendix B – Summary of Defects.

1.7 Qualifications & Exclusions:

1.7.1 This report does not cover the following:

- i. Fire safety and essential services provisions and infrastructure.
- ii. Compliance and combustibility of external aluminium composite panels (ACPs).
- iii. The hydraulic infrastructure servicing the building.
- iv. Mechanical ventilation and other mechanical infrastructure servicing the building (including the lift).
- v. Electrical infrastructure serving the building.
- vi. Acoustic performance of building elements.

vii. Property that does not belong to Strata Plan 95023 (including, but not necessarily limited to the commercial lots and the shopfront glazing).

1.7.2 This report is not intended to represent a full Building Code of Australia (BCA) compliance audit.

1.7.3 All inspections were visual only, without the use of invasive or destructive investigations, flood testing (except where noted otherwise) or specialist diagnostics equipment, except for a moisture metre. The moisture metre used was a 2017 model GE Surveymaster Protimeter Dual-Function Moisture Meter.

1.7.4 All observations of the external facades were made from ground level or the balconies of the respective units, unless otherwise stated.

1.7.5 The defects contained in the following schedule are considered to be the result of defective building work and are not the consequence of normal 'wear and tear' or maintenance issues associated with the ageing of the complex.

- 1.7.6 The classification of defective building work described within the second column, row C ("*Breach(es)*") of this report is based on the author's understanding of the provisions of the *Home Building Act 1989 (NSW)* and is provided to assist in the assessment of any claim. The classifications may require qualified legal opinion.
- 1.7.7 The "*Recommended Scope of Works/ Method of Repair*" (second column, row D) outlines the minimum requirements to address the alleged defects. The scope of works is presented as a guide only and should not be employed without express written consent or direction from *RHM Consultants Pty Ltd*. *RHM Consultants Pty Ltd* will not be held liable for any issues that arise as a result of works being undertaken based on the suggested scope of works by any party, without our prior consultation or supervision.
- 1.7.8 With regards to the specified preparation and application of paintwork to a surface that is to be repaired as a result of defective building work under "*Recommended Scope of Works/ Method of Repair*" (second column, row D), an allowance has been made to prepare and paint the entire surface area of the affected element to the nearest architectural break-line (such as an internal corner of a wall) in accordance with standard industry practice.
- 1.7.9 The author has not been provided with a copy of the contract agreement between the developer and the builder. The author has also not been provided with any correspondence or contractual documentation between the developer and the builder issued during the project (e.g. variation certificates, site instructions, directions etc).
- 1.7.10 The author has assumed that all works have been undertaken by the head contractor/ original builder.

2.0 DEFECT SCHEDULE

2.1 DEFECT SCHEDULE | RESIDENTIAL UNITS

ITEM	COMMENTARY	PHOTOGRAPH
1.1	UNIT 18	
A	Location & Description Bedroom 2: Evidence of water penetration in the form of staining to the floor and skirting on the southern side of the east-facing sliding door. Deteriorated smooth edge under the carpet in this location.	 
B	Cause(s) ➤ Further investigation required to determine the cause(s) of the reported building defect. ➤ Possible failure of the waterproofing of the aluminium framed sliding door. ➤ Possible failure of the waterproofing upturn for the courtyard.	
C	Breach(es) Breach of Performance Requirement FP1.4 of the Building Code of Australia, which requires that a roof or external wall (including openings around windows and doors) must prevent the penetration of water that could cause: (a) Unhealthy conditions, and a loss of amenity for occupants; and (b) Undue dampness and deterioration of building elements. In failing to adequately construct the building to resist water ingress, an unsatisfactory standard of workmanship has been executed. Accordingly, breach of Section 18B (a) and (c) of the Home Building Act 1989 (NSW): (a) Failure to perform work with due care and skill. (c) Failure to perform work in accordance with the Home Building Act 1989 (NSW).	

ITEM	COMMENTARY	PHOTOGRAPH
D	Recommended Scope of Works/ Method of Repair 1. Set up work area and protect all adjoining surfaces and elements around the work area. 2. Direct water against the sliding door to simulate rain and identify the source(s) of water penetration. 3. Scope of works to be determined based on the outcome of the above investigations. 4. Rectify any failures / deficiencies with the sliding door as required. 5. Water test the repairs to verify their success. 6. Replace water damaged internal skirtings, underlay and carpet as required. 7. Clean up and make good work area.	

ITEM	COMMENTARY	PHOTOGRAPH
1.2	UNIT 18 Continued	
A	Location & Description Bathroom: Evidence of water penetration in the form of staining to the plasterboard ceiling lining adjacent to the manhole. A joint in the water reticulation pipework and a tempering valve is located above.	
B	Cause(s) ➤ Failure of the joints in the water reticulation pipework.	
C	Breach(es) In failing to adequately install the tempering valve and associated pipework, an unsatisfactory standard of workmanship has been executed. Accordingly, under Section 18B (a), and (c) of the Home Building Act 1989 (NSW): (a) Failure to perform work with due care and skill. (c) Failure to perform work that complies with the Home Building Act.	
D	Recommended Scope of Works/ Method of Repair 1. Protect all adjoining surfaces around work area. 2. Engage a plumber to rectify the pipework and tempering valve in the ceiling void as required. 3. Replace water damaged ceiling lining 4. Repaint the ceiling to match existing in accordance with the manufacturer's recommendations 5. Clean-up and make good work area.	

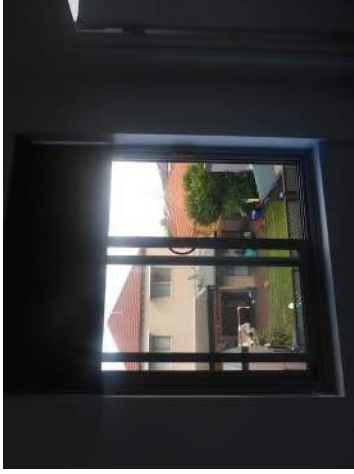
ITEM	COMMENTARY	PHOTOGRAPH
1.3	UNIT 18 Continued	
A	Location & Description Living room: Isolated warping and blistering of the finish on the timber laminate flooring adjacent to the southern end of the southern, east-facing sliding door. Elevated moisture meter readings to the flooring in this location.	
B	Cause(s) ➤ Cannot conclusively establish the cause of the reported defect, further investigation required ➤ Possible manufacturing defect with the timber laminate flooring. ➤ Possible damage to the timber laminate flooring. ➤ Possible water penetration through the adjacent sliding door to the courtyard	
C	Breach(es) To be confirmed – Pending further investigations. If the builder has failed to adequately waterproof the external wall and/or sliding door, an unsatisfactory standard of workmanship has been executed. If the builder has damaged the flooring during installation, an unsatisfactory standard of workmanship has been executed. Possible breach of <i>Performance Requirement FP1.4</i> of the Building Code of Australia, which requires that <i>a roof or external wall (including openings around windows and doors) must prevent the penetration of water.</i> Accordingly, under Section 18B (a), and (c) of the Home Building Act 1989 (NSW): (a) Failure to perform work with due care and skill. (c) Failure to perform work that complies with the Home Building Act.	

ITEM	COMMENTARY	PHOTOGRAPH
D	Recommended Scope of Works/ Method of Repair 1. Protect all adjoining surfaces around work area. 2. Direct water against the sliding door to simulate rain and identify the source(s) of water penetration. 3. Scope of works to be determined based on the outcome of the above investigations. 4. Rectify any waterproofing failures identified. 5. Remove skirtings in the affected area to allow the replacement of the timber laminate flooring. 6. Replace the damaged timber laminate flooring to match the existing in accordance with the manufacturer's recommendations. 7. Reinstall skirtings where required to match the existing. 8. Repaint skirtings and affected walls etc. to match the existing with a suitable interior paint system in accordance with the manufacturer's recommendations. 9. Clean-up and make good work area.	

ITEM	COMMENTARY	PHOTOGRAPH
1.4	UNIT 18 Continued	
A	Location & Description Bedroom 1: Isolated areas of flaking paint on the hinge side of the steel door frame.	
B	Cause(s) ➤ Inadequate preparation of the steel door frame prior to painting. ➤ Inadequate workmanship during painting of the steel bedroom door frame.	
C	Breach(es) In failing to adequately prepare and paint the steel door frame, an unsatisfactory standard of workmanship has been executed. Breach of the Office of Fair Trading "Guide to Standards & Tolerances", Section 12.02 Surface finish of paintwork: which states that "Paintwork is defective if application defects or blemishes and other irregularities in the surface are visible from a normal viewing position." Accordingly, under Section 18B (a), and (c) of the Home Building Act 1989 (NSW): (a) Failure to perform work with due care and skill. (c) Failure to perform work that complies with the Home Building Act.	
D	Recommended Scope of Works/ Method of Repair 1. Protect all adjoining surfaces around work area. 2. Remove all flaking and otherwise unsound paint from the bedroom door. 3. Feather edges flush and prepare the door for painting (including spot priming as required) 4. Repaint the bedroom door to match existing in accordance with the manufacturer's recommendations. 5. Clean-up and make good work area.	

ITEM	COMMENTARY	PHOTOGRAPH
2.1	UNIT 19	
A	Location & Description Timber floor: The gaps between the timber laminate floor boards are inconsistent and excessive (up to ~ 3-4mm in width). Affected areas are located in the kitchen and adjacent to the bathroom	
B	Cause(s) ➤ Differential movement of the timber laminate flooring ➤ Poorly executed workmanship during installation of floating floor (inadequate movement provisions). ➤ Floating timber flooring may not have been site-acclimatised correctly prior to installation. ➤ Possible water damage.	
C	Breach(es) In failing to adequately install the timber laminate flooring with adequate allowance for movement, an unsatisfactory standard of workmanship has been executed. Section 14.03 Gaps in exposed timber flooring in the Office of Fair Trading 'Guide to standards and tolerances' dated 2007 stipulates that <i>flooring is defective if it has a gap of more than 2mm between adjacent boards that extend for more than 1m and that flooring is defective if it has gaps of more than 5mm in total of gaps between four consecutive boards.</i> Accordingly, under Section 18B (a) and (c) of the Home Building Act 1989 (NSW): (a) Failure to perform work with due care and skill. (c) Failure to perform work that complies with the Home Building Act.	

ITEM	COMMENTARY	PHOTOGRAPH
D	Recommended Scope of Works/ Method of Repair 1. If possible adjust positions of floating timber laminate floor boards to close gaps. 2. If possible adjust positions of floating timber laminate floor boards to shift gaps to less visually obvious locations. 3. Fill remaining gaps using a suitable filler (e.g. cork strip or sealant). 4. If the above repairs do not produce a satisfactory result: - Carefully remove skirtings around affected areas. - Carefully disassemble and remove affected sections of the floating floor. - Reinstall floating floor with new boards of correct length. - Reinstall skirting to match existing. - Make good the paint on the skirting and affected surrounding surfaces to match existing. 5. Clean-up and make good work area.	

ITEM	COMMENTARY	PHOTOGRAPH
2.2	UNIT 19 Continued	
A	Location & Description Bedroom 1: The sliding window opens more than 125mm. Instructed by the occupant that a restrictor has not been removed from the window. Note: it is understood that the Construction Certificate application was made after 1st May 2014. Note: it is assumed that the window has not been modified since occupation (i.e. the original restrictors were not removed after construction).	
B	Cause(s) ➤ Possible oversight or incomplete works (i.e. restrictors not installed).	
C	Breach(es) In failing to install a suitable window restrictor in the bedroom, an unsatisfactory standard of workmanship has been executed. Non-compliance with D2.24 <i>Protection of openable windows</i> in the Building Code of Australia, which stipulates that <i>a window opening must be provided with protection, if the floor below the window is 2m or more above the surface beneath in a bedroom in a Class 2 building.</i> <i>Where the lowest level of the window opening is less than 1.7m above the floor, the openable portion of the window must be protected with a device capable of restricting the window opening.</i> <i>A restrictor must not permit a 125mm sphere to pass through the window opening.</i> In failing to install window restrictors, an unsatisfactory standard of workmanship has been executed.	

ITEM	COMMENTARY	PHOTOGRAPH
C	Breach(es) Cont. Accordingly, under Section 18B (a) and (c) of the Home Building Act 1989 (NSW): (a) Failure to perform work with due care and skill. (c) Failure to perform work that complies with the Home Building Act.	
D	Recommended Scope of Works/ Method of Repair 1. Protect all adjoining surfaces around work area. 2. Install suitable restrictors for the window as recommended by the manufacturer, ensuring that it cannot be opened more than 125mm. 3. Clean up and make good work area.	

ITEM	COMMENTARY	PHOTOGRAPH
2.3	UNIT 19 Continued	
A	Location & Description Bedroom 2: Instructed by the occupants of water penetration adjacent to the bottom left-hand side of the courtyard sliding door. High moisture meter readings and deteriorated smooth edge in the nominated area. This is the fixed-pane end of the sliding door assembly.	
B	Cause(s) ➤ Cannot conclusively establish the cause of the reported defect, further investigation required. ➤ Possible failure of the waterproofing of the aluminium framed sliding door. ➤ Possible failure of the waterproofing upturn for the courtyard.	
C	Breach(es) In failing to adequately construct the building to resist water ingress, an unsatisfactory standard of workmanship has been executed. Breach of Performance Requirement FP1.4 of the Building Code of Australia, which requires that <i>a roof or external wall (including openings around windows and doors) must prevent the penetration of water that could cause:</i> (a) <i>Unhealthy conditions, and a loss of amenity for occupants; and</i> (b) <i>Undue dampness and deterioration of building elements.</i> Accordingly, breach of Section 18B (a) and (c) of the Home Building Act 1989 (NSW): (a) Failure to perform work with due care and skill. (c) Failure to perform work in accordance with the Home Building Act 1989 (NSW).	

ITEM	COMMENTARY	PHOTOGRAPH
D	Recommended Scope of Works/ Method of Repair 1. Protect all adjoining surfaces around work area. 2. Direct water against the adjacent sliding door, sill flashings and external wall to simulate rain and identify any waterproofing failures with same. 3. Detailed scope of works to be determined based on the outcome of the above investigations. 4. Rectify any waterproofing failures identified. 5. Water test the repairs to verify the success of same. 6. Replace water damaged internal skirtings, underlay and carpet as required. 7. Repaint affected internal surfaces to match the existing with a suitable interior paint system in accordance with the manufacturer's recommendations. 8. Clean up and make good work area.	

ITEM	COMMENTARY	PHOTOGRAPH
2.4	UNIT 19 Continued	
A	Location & Description Dining room / kitchen: The sliding windows in the western wall opens more than 125mm Instructed by the occupant that restrictors were not removed. Note: it is understood that the Construction Certificate application was made after 1st May 2014. Note: it is assumed that the window has not been modified since occupation (i.e. the original restrictors were not removed after construction).	
B	Cause(s) ➤ Possible oversight or incomplete works (i.e. restrictors not installed).	
C	Breach(es) In failing to install a suitable window restrictor in the bedroom, an unsatisfactory standard of workmanship has been executed. Non-compliance with D2.24 <i>Protection of openable windows</i> in the Building Code of Australia, which stipulates that <i>a window opening must be provided with protection, if the floor below the window is 2m or more above the surface beneath in a bedroom in a Class 2 building.</i> <i>Where the lowest level of the window opening is less than 1.7m above the floor, the openable portion of the window must be protected with a device capable of restricting the window opening.</i> <i>A restrictor must not permit a 125mm sphere to pass through the window opening.</i> In failing to install window restrictors, an unsatisfactory standard of workmanship has been executed.	

ITEM	COMMENTARY	PHOTOGRAPH
C	Breach(es) Cont. Accordingly, under Section 18B (a) and (c) of the Home Building Act 1989 (NSW): (a) Failure to perform work with due care and skill. (c) Failure to perform work that complies with the Home Building Act.	
D	Recommended Scope of Works/ Method of Repair 1. Protect all adjoining surfaces around work area. 2. Install suitable restrictors for the window as recommended by the manufacturer, ensuring that it cannot be opened more than 125mm. 3. Clean up and make good work area.	

ITEM	COMMENTARY	PHOTOGRAPH
2.5	UNIT 19 Continued	
A	Location & Description Living room: Isolated discolouration of the timber laminate flooring adjacent to the east-facing courtyard doors. Two (2) boards affected.	
B	Cause(s) ➤ Possible sun damage. ➤ Possible failure to install flooring with suitable durability for the conditions of service.	
C	Breach(es) If the builder has failed to install flooring with adequate durability for the conditions of service, an unsatisfactory standard of workmanship has been executed. Accordingly, under Section 18B (a) and (c) of the Home Building Act 1989 (NSW): (a) Failure to perform work in a proper and workmanlike manner. (c) Failure to perform work that complies with the Home Building Act.	
D	Recommended Scope of Works/ Method of Repair 1. Set up work area and protect all surrounding surfaces. 2. Flooring manufacturer to inspect and comment on the discolouration of the timber laminate flooring. 3. Scope of works to be determined based on the outcome of the above inspection by the manufacturer (i.e. re-finishing or replacement). 4. Scope of works to be referred to the original builder for action 5. Clean up and make good work area.	

ITEM	COMMENTARY	PHOTOGRAPH
3.1	UNIT 20	
A	Location & Description Hallway: Isolated separation ~1.0mm in width between the air conditioning return air grill and the plasterboard ceiling lining.	
B	Cause(s) ➤ Differential building movement. ➤ Failure to adequately make good opening in the ceiling for the return air grill.	
C	Breach(es) In failing to make good the plasterboard ceiling lining, an unsatisfactory standard of workmanship has been executed. Section 10.01 <i>Gaps associated with internal fixing</i> in the Office of Fair Trading 'Guide to Standards and Tolerances' 2007 stipulates that gaps between mouldings and other fixtures are defects if they exceed 1mm in the first year and are visible from a normal viewing position or if they exceed 2mm after the first year. Although this gap is not involving a moulding, the same tolerance has been applied between the ceiling and the ventilation grill. Accordingly, under Section 18B (a), and (c) of the Home Building Act 1989 (NSW): (a) Failure to perform work with due care and skill. (c) Failure to perform work that complies with the Home Building Act.	

ITEM	COMMENTARY	PHOTOGRAPH
D	Recommended Scope of Works/ Method of Repair 1. Protect all adjoining surfaces around work area. 2. Establish suitable elevated work platform (or similar) to access the works. 3. Carefully remove the air conditioning grill, store on site for reuse. 4. Make good the opening around the ventilation grill as required in accordance with the manufacturer's recommendations. 5. Repaint ceiling lining to match existing in accordance with the manufacturer's recommendations. 6. Reinstate the air conditioning grill to match the existing. 7. Clean-up and make good work area.	

ITEM	COMMENTARY	PHOTOGRAPH
3.2	UNIT 20 Continued	
A	Location & Description Wet area fans: Instructed by the occupant that the wet area fans do not draw sufficient air. Steam accumulates in the wet areas as a result of same.	
B	Cause ➤ Cannot conclusively establish the cause of the reported defect, further investigation required. ➤ Possible failure to adequately install and commission the mechanical ventilation system. ➤ Possible installation of a defective ventilation fan.	
C	Breach(es) To be confirmed, Pending further investigation by qualified ventilation consultant. If the builder has failed to adequately install and commission the ventilation system, an unsatisfactory standard of workmanship has been executed. Accordingly, under Section 18B (a), and (c) of the Home Building Act 1989 (NSW): (a) Failure to perform work with due care and skill. (c) Failure to perform work that complies with the Home Building Act.	
D	Recommended Scope of Works/ Method of Repair 1. Protect all adjoining surfaces surrounding the work area. 2. Engage a qualified ventilation consultant to investigate the exhaust ventilation system identify any failures / deficiencies with same. 3. Scope of works to be determined based on the outcome of the above investigations. 4. If the fault(s) are the result of the original builder's workmanship, the above scope of works should be referred to them with instructions to rectify as required. 5. Clean up and make good work areas.	

ITEM	COMMENTARY	PHOTOGRAPH
3.3	UNIT 20 Continued	
A	Location & Description Living room: The “fixed” panels within the sliding door assemblies have not been fixed in position and can be moved.	
B	Cause(s) ➤ Possible manufacturing defect. ➤ Possible incomplete work during the assembly and/or installation of the sliding doors.	
C	Breach(es) In failing to adequately install the sliding doors in accordance with the manufacturer’s recommendations, an unsatisfactory standard of workmanship has been executed. Accordingly, under Section 18B (a), and (c) of the Home Building Act 1989 (NSW): (a) Failure to perform work with due care and skill. (c) Failure to perform work that complies with the Home Building Act.	
D	Recommended Scope of Works/ Method of Repair 1. Protect all adjoining surfaces around work area. 2. Engage the door manufacturer to return to site and re-fix the door panels as required. 3. Make good the balcony sliding doors and ensure adequate waterproofing. 4. Clean-up and make good work area.	

ITEM	COMMENTARY	PHOTOGRAPH
4.1	UNIT 21	
A	Location & Description Wet area fans: Instructed by the occupant that the wet area fans do not draw sufficient air. Steam accumulates in the wet areas as a result of same.	
B	Cause ➤ Cannot conclusively establish the cause of the reported defect, further investigation required. ➤ Possible failure to adequately install and commission the mechanical ventilation system. ➤ Possible installation of a defective ventilation fan.	
C	Breach(es) To be confirmed, Pending further investigation by qualified ventilation consultant. If the builder has failed to adequately install and commission the ventilation system, an unsatisfactory standard of workmanship has been executed. Accordingly, under Section 18B (a), and (c) of the Home Building Act 1989 (NSW): (a) Failure to perform work with due care and skill. (c) Failure to perform work that complies with the Home Building Act.	
D	Recommended Scope of Works/ Method of Repair 1. Protect all adjoining surfaces surrounding the work area. 2. Engage a qualified ventilation consultant to investigate the exhaust ventilation system identify any failures / deficiencies with same. 3. Scope of works to be determined based on the outcome of the above investigations. 4. If the fault(s) are the result of the original builder's workmanship, the above scope of works should be referred to them with instructions to rectify as required. 5. Clean up and make good work areas.	

ITEM	COMMENTARY	PHOTOGRAPH
5.1	UNIT 22	
A	Location & Description Northern balcony: Instructed by the occupant of water emanating from the interface between the awning above the sliding door and the Colorbond wall cladding. Significant gaps were observed between the awning and the wall cladding. Further instructed that the builder previously agreed to rectify this item. The timber framing for the external wall can be seen though gaps behind the external metal cladding above the doorway.	
B	Cause(s) ➤ Failure to adequately install the awning and associated flashings. ➤ Failure to complete agreed remedial works.	
C	Breach(es) If the builder has failed to install the awning, external cladding and/or associated flashings in accordance with the plans and specifications, an unsatisfactory standard of workmanship has been executed. In failing to complete agreed remedial works, an unsatisfactory standard of workmanship has been executed. Accordingly, under Section 18B (a), and (c) of the Home Building Act 1989 (NSW): (a) Failure to perform work with due care and skill. (c) Failure to perform work that complies with the Home Building Act.	
D	Recommended Scope of Works/ Method of Repair 1. Protect all adjoining surfaces around work area. 2. Supply and install suitable flashings at the interface between the wall cladding and the awning roof. 3. Install suitable foam infill behind the wall cladding to conceal the cavity and timber framing in accordance with the manufacturer's recommendations. 4. Clean-up and make good work area.	

ITEM	COMMENTARY	PHOTOGRAPH
5.2	UNIT 22 Continued	
A	Location & Description Bedroom 2: Instructed by the occupant of water penetration emanating through the south-facing balcony sliding door. Deteriorated smooth edge, carpet and underlay observed adjacent to the sliding door.	
B	Cause(s) ➤ Further investigation required to determine the cause(s) of the reported building defect. ➤ Possible failure of the waterproofing of the aluminium framed sliding door. ➤ Possible failure of the waterproofing upturn for the balcony. ➤ Possible failure / inadequacy of the flashings for the external wall cladding.	
C	Breach(es) Breach of <i>Performance Requirement FP1.4</i> of the Building Code of Australia, which requires that <i>a roof or external wall (including openings around windows and doors) must prevent the penetration of water that could cause:</i> (a) <i>Unhealthy conditions, and a loss of amenity for occupants; and</i> (b) <i>Undue dampness and deterioration of building elements.</i> In failing to adequately construct the building to resist water ingress, an unsatisfactory standard of workmanship has been executed. Accordingly, breach of Section 18B (a) and (c) of the Home Building Act 1989 (NSW): (a) Failure to perform work with due care and skill. (c) Failure to perform work in accordance with the Home Building Act 1989 (NSW).	

ITEM	COMMENTARY	PHOTOGRAPH
D	Recommended Scope of Works/ Method of Repair 1. Protect all adjoining surfaces around work area. 2. Direct water against the sliding door to simulate rain and identify the source(s) of water penetration. 3. Inspect rooftop flashings (and flood test if required) to identify any waterproofing failures with same. 4. Scope of works to be determined based on the outcome of the above testing. 5. Rectify any waterproofing failures identified during the testing above. 6. Water test the repairs to verify the success of same. 7. Replace water damaged internal skirtings, underlay and carpet as required. 8. Clean up and make good work area.	

ITEM	COMMENTARY	PHOTOGRAPH
5.3	UNIT 22 Continued	
A	Location & Description Southern balcony: Instructed by the occupant of water emanating from the interface between the awning above the sliding door and the Colorbond wall cladding. Significant gaps were observed between the awning and the wall cladding. Further instructed that the builder previously agreed to rectify this item.	
B	Cause(s) ➤ Failure to adequately install the awning and associated flashings. ➤ Failure to complete agreed remedial works.	
C	Breach(es) If the builder has failed to install the awning, external cladding and/or associated flashings in accordance with the plans and specifications, an unsatisfactory standard of workmanship has been executed. Accordingly, under Section 18B (a), and (c) of the Home Building Act 1989 (NSW): (a) Failure to perform work with due care and skill. (c) Failure to perform work that complies with the Home Building Act.	
D	Recommended Scope of Works/ Method of Repair 1. Protect all adjoining surfaces around work area. 2. Supply and install suitable flashings at the interface between the wall cladding and the awning roof. 3. Install suitable foam infill behind the wall cladding to conceal the cavity and timber framing in accordance with the manufacturer's recommendations. 4. Clean-up and make good work area.	

ITEM	COMMENTARY	PHOTOGRAPH
5.4	UNIT 22 Continued	
A	Location & Description Southern balcony: Isolated blistering, flaking and discoloured paint at the base of the rendered balustrade throughout.	
B	Cause(s) ➤ Incompatibility between the waterproof membrane and the external paintwork. ➤ Inadequate preparation of the substrate prior to painting. ➤ Possible water penetration behind the exterior paintwork.	
C	Breach(es) In failing to use compatible materials in contact with one another, an unsatisfactory standard of workmanship has been executed. Breach of the Office of Fair Trading "Guide to Standards & Tolerances", Section 12.02 Surface finish of paintwork: which states that "Paintwork is defective if application defects or blemishes and other irregularities in the surface are visible from a normal viewing position." Accordingly, under Section 18B (a) and (c) of the Home Building Act 1989 (NSW): (a) Failure to perform work with due care and skill. (c) Failure to perform work that complies with the Home Building Act and other laws (i.e. the Building Code of Australia).	
D	Recommended Scope of Works/ Method of Repair 1. Set up work area and protect all adjoining surfaces around work area. 2. Remove all blistering and flaking paint on the balcony walls. 3. Prepare the substrate for repainting, including the application of a suitable primer in accordance with the manufacturer's recommendations. 4. Repaint the balcony walls with a suitable multiple-coat exterior paint system to match the existing in accordance with the manufacturer's recommendations. 5. Clean and make good work area.	

ITEM	COMMENTARY	PHOTOGRAPH
5.5	UNIT 22 Continued	
A	Location & Description Wet area fans: Instructed by the occupant that the wet area fans do not draw sufficient air. Steam accumulates in the wet areas as a result of same.	Suitable photograph not available
B	Cause ➤ Cannot conclusively establish the cause of the reported defect, further investigation required. ➤ Possible failure to adequately install and commission the mechanical ventilation system. ➤ Possible installation of a defective ventilation fan.	
C	Breach(es) To be confirmed, Pending further investigation by qualified ventilation consultant. If the builder has failed to adequately install and commission the ventilation system, an unsatisfactory standard of workmanship has been executed. Accordingly, under Section 18B (a), and (c) of the Home Building Act 1989 (NSW): (a) Failure to perform work with due care and skill. (c) Failure to perform work that complies with the Home Building Act.	
D	Recommended Scope of Works/ Method of Repair 1. Protect all adjoining surfaces surrounding the work area. 2. Engage a qualified ventilation consultant to investigate the exhaust ventilation system identify any failures / deficiencies with same. 3. Scope of works to be determined based on the outcome of the above investigations. 4. If the fault(s) are the result of the original builder's workmanship, the above scope of works should be referred to them with instructions to rectify as required. 5. Clean up and make good work areas.	

ITEM	COMMENTARY	PHOTOGRAPH
6.1	UNIT 101	
A	Location & Description Wet area fans: Instructed by the occupant that the wet area fans do not draw sufficient air. Steam accumulates in the wet areas as a result of same.	
B	Cause ➤ Cannot conclusively establish the cause of the reported defect, further investigation required. ➤ Possible failure to adequately install and commission the mechanical ventilation system. ➤ Possible installation of a defective ventilation fan.	
C	Breach(es) To be confirmed, Pending further investigation by qualified ventilation consultant. If the builder has failed to adequately install and commission the ventilation system, an unsatisfactory standard of workmanship has been executed. Accordingly, under Section 18B (a), and (c) of the Home Building Act 1989 (NSW): (a) Failure to perform work with due care and skill. (c) Failure to perform work that complies with the Home Building Act.	
D	Recommended Scope of Works/ Method of Repair 1. Protect all adjoining surfaces surrounding the work area. 2. Engage a qualified ventilation consultant to investigate the exhaust ventilation system identify any failures / deficiencies with same. 3. Scope of works to be determined based on the outcome of the above investigations. 4. If the fault(s) are the result of the original builder's workmanship, the above scope of works should be referred to them with instructions to rectify as required. 5. Clean up and make good work areas.	

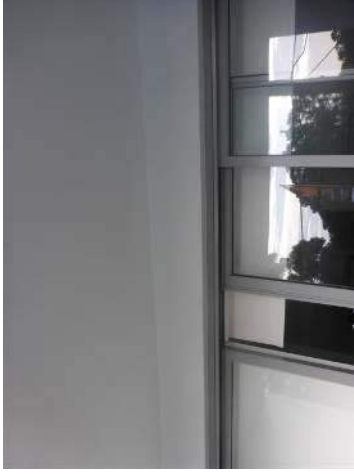


ITEM	COMMENTARY	PHOTOGRAPH
7.1	UNIT 102	
	No access gained. Unit not inspected.	N/A

ITEM	COMMENTARY	PHOTOGRAPH
8.1	UNIT 103	
A	Location & Description Hallway: Isolated warping and “bounce” in the timber laminate flooring adjacent to the main bedroom and bathroom. Low moisture meter readings registered in the affected areas.	
B	Cause(s) ➤ Possible warping of floor due to expansion (i.e. inadequate perimeter movement joints around flooring to accommodate expansion). ➤ There may be unfilled or unlevelled voids or other irregularities in the concrete floor surface beneath the timber floor.	
C	Breach(es) In failing to install the floating timber floor with suitable provisions to accommodate movement, an unsatisfactory standard of workmanship has been executed. In failing to ensure the surface of the concrete floor slab was uniform prior to the installation of the floating timber floor an unsatisfactory standard of workmanship has been executed. Accordingly, under Section 18B (a), and (c) of the Home Building Act 1989 (NSW): (a) Failure to perform work with due care and skill. (c) Failure to perform work that complies with the Home Building Act.	

ITEM	COMMENTARY	PHOTOGRAPH
D	Recommended Scope of Works/ Method of Repair 1. Set up work area and protect all adjoining surfaces and other elements surrounding the work area. 2. Carefully remove skirting around the affected sections of the floating timber floor. 3. Carefully remove the affected sections of the floating timber floor. 4. Fill any voids or other irregularities in the concrete floor slab. 5. Reinstate the floating timber floor in accordance with the manufacturer's instructions. 6. Reinstate skirting to match existing. 7. Touch-up paint skirting and adjoining plasterboard wall lining sheets as required. 8. Clean up and make good work area.	

ITEM	COMMENTARY	PHOTOGRAPH
8.2	UNIT 103 Continued	
A	Location & Description Bathroom: Instructed by the occupant that the bathroom fan does not draw sufficient air. Steam accumulates in the bathroom as a result of same.	
B	Cause ➤ Cannot conclusively establish the cause of the reported defect, further investigation required. ➤ Possible failure to adequately install and commission the mechanical ventilation system. ➤ Possible installation of a defective ventilation fan.	
C	Breach(es) To be confirmed, Pending further investigation by qualified ventilation consultant. If the builder has failed to adequately install and commission the ventilation system, an unsatisfactory standard of workmanship has been executed. Accordingly, under Section 18B (a), and (c) of the Home Building Act 1989 (NSW): (a) Failure to perform work with due care and skill. (c) Failure to perform work that complies with the Home Building Act.	
D	Recommended Scope of Works/ Method of Repair 1. Protect all adjoining surfaces surrounding the work area. 2. Engage a qualified ventilation consultant to investigate the exhaust ventilation system identify any failures / deficiencies with same. 3. Scope of works to be determined based on the outcome of the above investigations. 4. If the fault(s) are the result of the original builder's workmanship, the above scope of works should be referred to them with instructions to rectify as required. 5. Clean up and make good work areas.	

ITEM	COMMENTARY	PHOTOGRAPH
8.3	UNIT 103 Continued	
A	Location & Description Eastern balcony: The northern sliding pane within the balcony door binds on the head of the door frame.	
B	Cause(s) ➤ Possible manufacturing defect. ➤ Possible failure to adequately install and adjust the sliding door.	
C	Breach(es) In failing to adequately install the sliding balcony door, an unsatisfactory standard of workmanship has been executed. Accordingly, under Section 18B (a), and (c) of the Home Building Act 1989 (NSW): (a) Failure to perform work with due care and skill. (c) Failure to perform work that complies with the Home Building Act.	
D	Recommended Scope of Works/ Method of Repair 1. Set up work area and protect all adjoining surfaces and elements around the work area. 2. Engage the door manufacturer to attend site, ease and adjust the sliding door as required. 3. If adjustment proves inadequate, remove the sliding pane of the door and trim as required. 4. Reinstall the sliding door pane if required. 5. Ensure correct operation of the sliding door following the works. 6. Clean up and make good work area.	



ITEM	COMMENTARY	PHOTOGRAPH
9.1	UNIT 104	
	No access gained. Unit not inspected.	N/A

ITEM	COMMENTARY	PHOTOGRAPH
10.1	UNIT 201	
A	Location & Description Dining area: Instructed by occupants of water penetration to the floor adjacent to the southern wall. The floor finishes have been removed from the affected area and inspection openings cut in the adjacent service riser. The affected area is located immediately below item # 14.1	
B	Cause(s) ➤ Failure of the waterproofing provisions to the southern external wall. ➤ Water penetration tracking from Unit 301 above.	
C	Breach(es) In failing to adequately construct the building to resist water ingress, an unsatisfactory standard of workmanship has been executed. Breach of <i>Performance Requirement FP1.4</i> of the Building Code of Australia, which requires that <i>a roof or external wall (including openings around windows and doors) must prevent the penetration of water that could cause:</i> (a) <i>Unhealthy conditions, and a loss of amenity for occupants; and</i> (b) <i>Undue dampness and deterioration of building elements.</i> Accordingly, under Section 18B (a) and (c) of the Home Building Act 1989 (NSW): (a) Failure to perform work in a proper and workmanlike manner. (c) Failure to perform work that complies with the Home Building Act.	

ITEM	COMMENTARY	PHOTOGRAPH
D	Recommended Scope of Works/ Method of Repair 1. Protect all adjoining surfaces around work area. 2. Establish safe access to the exterior of the wall. 3. Visually inspect the full height of the wall, with emphasis on the joints in same and attempt to identify the source(s) of the water penetration. 4. Direct water against the wall to simulate rain and attempt to reproduce the water penetration. 5. Detailed scope of works to be determined based on the outcome of the above investigations. 6. Rectify any failures / deficiencies identified. It is anticipated that the works may involve one or more of the following: • Re-sealing of the joints between the AFS wall sections. • Re-application of the external waterproof coating system. • Re-sealing of the joints in the adjacent box gutter. • Repair / replacement of the flashings for the adjacent box gutter / southern wall. 7. Replace water damaged flooring, wall linings, skirtings etc to match the existing in accordance with the manufacturer's recommendations. 8. Repaint the dining area to match existing with a suitable interior paint system in accordance with the manufacturer's recommendations. 9. Reinstate the built-in cupboards previously removed as part of the investigation works. 10. Clean-up and make good work area.	

ITEM	COMMENTARY	PHOTOGRAPH
10.2	UNIT 201 Continued	
A	Location & Description Wet area fans: Instructed by the occupant that the wet area fans do not draw sufficient air. Steam accumulates in the wet areas as a result of same.	Suitable photograph not available
B	Cause ➤ Cannot conclusively establish the cause of the reported defect, further investigation required. ➤ Possible failure to adequately install and commission the mechanical ventilation system. ➤ Possible installation of a defective ventilation fan.	
C	Breach(es) To be confirmed, Pending further investigation by qualified ventilation consultant. If the builder has failed to adequately install and commission the ventilation system, an unsatisfactory standard of workmanship has been executed. Accordingly, under Section 18B (a), and (c) of the Home Building Act 1989 (NSW): (a) Failure to perform work with due care and skill. (c) Failure to perform work that complies with the Home Building Act.	
D	Recommended Scope of Works/ Method of Repair 1. Protect all adjoining surfaces surrounding the work area. 2. Engage a qualified ventilation consultant to investigate the exhaust ventilation system identify any failures / deficiencies with same. 3. Scope of works to be determined based on the outcome of the above investigations. 4. If the fault(s) are the result of the original builder's workmanship, the above scope of works should be referred to them with instructions to rectify as required. 5. Clean up and make good work areas.	

ITEM	COMMENTARY	PHOTOGRAPH
10.3	UNIT 201 Continued	
A	Location & Description Air Conditioning: Instructed by the occupants of low airflow from the air conditioning system.	Suitable photograph not available
B	Cause(s) ➤ Cannot conclusively establish the cause of the reported defect, further investigation required. ➤ Possible failure to adequately install the air conditioner. ➤ Possible manufacturer warranty issue ➤ Possible maintenance issue	
C	Breach(es) To be confirmed – Pending further investigation by specialist air conditioning contractor to confirm the cause of the reported defect. If the builder has failed to adequately install the air conditioner, an unsatisfactory standard of workmanship has been executed. Accordingly, under Section 18B (a), and (c) of the Home Building Act 1989 (NSW): (a) Failure to perform work with due care and skill. (c) Failure to perform work that complies with the Home Building Act.	
D	Recommended Scope of Works/ Method of Repair 1. Protect all adjoining surfaces around work area. 2. Owners to engage a qualified air conditioning contractor to investigate the reported defect. 3. Scope of works to be determined based on the outcome of the above investigation. 4. If the fault is the result of defective workmanship, the above scope of works should be referred to the original builder for rectification.	

ITEM	COMMENTARY	PHOTOGRAPH
11.1	UNIT 202	
A	Location & Description Wet area fans: Instructed by the occupant that the wet area fans do not draw sufficient air. Steam accumulates in the wet areas as a result of same.	Suitable photograph not available
B	Cause ➤ Cannot conclusively establish the cause of the reported defect, further investigation required. ➤ Possible failure to adequately install and commission the mechanical ventilation system. ➤ Possible installation of a defective ventilation fan.	
C	Breach(es) To be confirmed, Pending further investigation by qualified ventilation consultant. If the builder has failed to adequately install and commission the ventilation system, an unsatisfactory standard of workmanship has been executed. Accordingly, under Section 18B (a), and (c) of the Home Building Act 1989 (NSW): (a) Failure to perform work with due care and skill. (c) Failure to perform work that complies with the Home Building Act.	
D	Recommended Scope of Works/ Method of Repair 1. Protect all adjoining surfaces surrounding the work area. 2. Engage a qualified ventilation consultant to investigate the exhaust ventilation system identify any failures / deficiencies with same. 3. Scope of works to be determined based on the outcome of the above investigations. 4. If the fault(s) are the result of the original builder's workmanship, the above scope of works should be referred to them with instructions to rectify as required. 5. Clean up and make good work areas.	

ITEM	COMMENTARY	PHOTOGRAPH
12.1	UNIT 203	
A	Location & Description Western balcony: The drip groove above the balcony has not been formed straight and even.	
B	Cause(s) ➤ Failure to adequately install the formwork for the slab during construction. ➤ Failure to make good the drip groove prior to completion.	
C	Breach(es) In failing to adequately install the formwork for the drip groove, an unsatisfactory standard of workmanship has been executed. Accordingly, under Section 18B (a) and (c) of the Home Building Act 1989 (NSW): (a) Failure to perform work in a proper and workmanlike manner. (c) Failure to perform work that complies with the Home Building Act.	
D	Recommended Scope of Works/ Method of Repair 1. Set up work area and protect all adjoining surfaces and elements around the work area. 2. Establish a suitable work platform to access the area of the works. 3. Prepare and fill the incorrectly positioned drip groove with a suitable repair mortar. 4. Cut a new drip groove in the concrete as required. 5. Repaint the soffit to match existing with a suitable multiple-coat exterior grade paint system in accordance with the manufacturer's recommendations. 6. Reinstate the capping/cladding on the edge of the concrete balcony slab. 7. Clean up and make good work area.	

ITEM	COMMENTARY	PHOTOGRAPH
13.1	UNIT 204	
A	Location & Description Entry door: Excessive separation of the joint in the timber laminate flooring adjacent to the trim strip. Gaps up to approximately 5-7mm in width to same.	
B	Cause(s) ➤ Poorly executed workmanship during installation of floating floor (inadequate movement provisions). ➤ Floating timber flooring may not have been site-acclimatised correctly prior to installation.	
C	Breach(es) In failing to adequately install the timber laminate flooring with adequate allowance for movement, an unsatisfactory standard of workmanship has been executed. Section 14.03 <i>Gaps in exposed timber flooring</i> in the Office of Fair Trading 'Guide to standards and tolerances' dated 2007 stipulates that <i>flooring is defective if it has a gap of more than 2mm between adjacent boards that extend for more than 1m and that flooring is defective if it has gaps of more than 5mm in total of gaps between four consecutive boards.</i> Accordingly, under Section 18B (a) and (c) of the Home Building Act 1989 (NSW): (a) Failure to perform work with due care and skill. (c) Failure to perform work that complies with the Home Building Act.	

ITEM	COMMENTARY	PHOTOGRAPH
D	Recommended Scope of Works/ Method of Repair 1. If possible adjust positions of floating timber laminate floor boards to close gaps. 2. If possible adjust positions of floating timber laminate floor boards to shift gaps to less visually obvious locations. 3. Fill remaining gaps using a suitable filler (e.g. cork strip or sealant). 4. If the above repairs do not produce a satisfactory result: - Carefully remove skirtings around affected areas. - Carefully disassemble and remove affected sections of the floating floor. - Reinstall floating floor with new boards of correct length. - Reinstall skirting to match existing. 5. Make good the paint on the skirting and affected surrounding surfaces to match existing.	

ITEM	COMMENTARY	PHOTOGRAPH
14.1	UNIT 301	
A	Location & Description Dining room: Evidence of water penetration emanating from the base of the southern wall in the form of staining to the concrete floor. Evidence of previous inspections in the form of inspection opening in the service riser in the south-western corner. Isolated timber laminate flooring has been removed from the affected area. Instructed of previous isolated remedial works by the original builder and ongoing water penetration following same. Photographs of the exterior of the wall and ongoing water penetration (following our inspection) were provided by the lot owner.	
B	Cause(s) ➤ Water penetration through the southern external wall.	
C	Breach(es) In failing to adequately construct the building to resist water ingress, an unsatisfactory standard of workmanship has been executed. Breach of <i>Performance Requirement FP1.4</i> of the Building Code of Australia, which requires that <i>a roof or external wall (including openings around windows and doors) must prevent the penetration of water that could cause:</i> (a) <i>Unhealthy conditions, and a loss of amenity for occupants; and</i> (b) <i>Undue dampness and deterioration of building elements.</i> Accordingly, under Section 18B (a) and (c) of the Home Building Act 1989 (NSW): (a) Failure to perform work in a proper and workmanlike manner. (c) Failure to perform work that complies with the Home Building Act.	

ITEM	COMMENTARY	PHOTOGRAPH
D	Recommended Scope of Works/ Method of Repair 1. Protect all adjoining surfaces around work area. 2. Establish safe access to the exterior of the wall. 3. Visually inspect the full height of the wall, with emphasis on the joints in same and attempt to identify the source(s) of the water penetration. 4. Direct water against the wall to simulate rain and attempt to reproduce the water penetration. 5. Detailed scope of works to be determined based on the outcome of the above investigations. 6. Rectify any failures / deficiencies identified. It is anticipated that the works may involve one or more of the following: • Re-sealing of the joints between the AFS wall sections. • Re-application of the external waterproof coating system. • Repair of the flashings for the external wall. 7. Replace water damaged flooring, wall linings, skirtings etc to match the existing in accordance with the manufacturer's recommendations. 8. Repaint the dining area to match existing with a suitable interior paint system in accordance with the manufacturer's recommendations. 9. Clean-up and make good work area.	

ITEM	COMMENTARY	PHOTOGRAPH
14.2	UNIT 301 Continued	
A	Location & Description Wet area fans: Instructed by the occupant that the wet area fans do not draw sufficient air. Steam accumulates in the wet areas as a result of same.	Suitable photograph not available
B	Cause ➤ Cannot conclusively establish the cause of the reported defect, further investigation required. ➤ Possible failure to adequately install and commission the mechanical ventilation system. ➤ Possible installation of a defective ventilation fan.	
C	Breach(es) To be confirmed, Pending further investigation by qualified ventilation consultant. If the builder has failed to adequately install and commission the ventilation system, an unsatisfactory standard of workmanship has been executed. Accordingly, under Section 18B (a), and (c) of the Home Building Act 1989 (NSW): (a) Failure to perform work with due care and skill. (c) Failure to perform work that complies with the Home Building Act.	
D	Recommended Scope of Works/ Method of Repair 1. Protect all adjoining surfaces surrounding the work area. 2. Engage a qualified ventilation consultant to investigate the exhaust ventilation system identify any failures / deficiencies with same. 3. Scope of works to be determined based on the outcome of the above investigations. 4. If the fault(s) are the result of the original builder's workmanship, the above scope of works should be referred to them with instructions to rectify as required. 5. Clean up and make good work areas.	

ITEM	COMMENTARY	PHOTOGRAPH
15.1	UNIT 302	
A	Location & Description Bathroom: Instructed by the owners that a plumber has identified the exhaust fan has not been connected to a duct leading to the exterior of the building. Could not confirm the reported defect at the time of the inspection.	Suitable photograph not available
B	Cause(s) ➤ Cannot conclusively establish the cause of the reported defect, further investigation required. ➤ Possible failure to install the exhaust fan in accordance with <i>Australian Standards</i>.	
C	Breach(es) If the builder has failed to install the exhaust fan in accordance with the Australian standards and the manufacturer's recommendations, an unsatisfactory standard of workmanship has been executed. Possible breach of <i>Section F4.5 of the Building Code of Australia and Section 3.10.2 of AS1668.2 -2012</i>. Accordingly, under Section 18B (a) and (c) of the Home Building Act 1989 (NSW): (a) Failure to perform work in a proper and workmanlike manner. (c) Failure to perform work in accordance with the Home Building Act 1989 (NSW).	
D	Recommended Scope of Works/ Method of Repair 1. Protect all adjoining surfaces around work area. 2. Remove ventilation grill / gain access to the exhaust fan. 3. Re-connect the duct to the fan and secure in position as required. 4. Reinstate the ventilation grill if required. 5. Clean up and make good work area.	

ITEM	COMMENTARY	PHOTOGRAPH
16.1	UNIT 303	
A	Location & Description Bedroom 1: Instructed by the occupants of previous water penetration though the aluminium-framed window. Further instructed that the window installer previously agreed to undertake remedial works to this item. Condensation was observed on the window during the inspection.	Suitable photograph not available
B	Cause(s) ➤ Cannot conclusively establish the cause of the reported defect, further investigation required. ➤ Possible water penetration through the aluminium framed window. ➤ Possible condensation issue.	
C	Breach(es) If the builder has failed to install the aluminium framed window in a manner that prevents undue water ingress, an unsatisfactory standard of workmanship has been executed. Possible breach of <i>Performance Requirement FP1.4</i> of the Building Code of Australia, which requires that <i>a roof or external wall (including openings around windows and doors) must prevent the penetration of water that could cause:</i> (a) <i>Unhealthy conditions, and a loss of amenity for occupants; and</i> (b) <i>Undue dampness and deterioration of building elements.</i> Accordingly, under Section 18B (a) and (c) of the Home Building Act 1989 (NSW): (a) Failure to perform work in a proper and workmanlike manner. (c) Failure to perform work in accordance with the Home Building Act 1989 (NSW).	

ITEM	COMMENTARY	PHOTOGRAPH
D	Recommended Scope of Works/ Method of Repair 1. Protect all adjoining surfaces around work area. 2. Establish safe access to the exterior of the window. 3. Visually inspect the exterior of the window for waterproofing failures / deficiencies. 4. Direct water against the aluminium framed window and adjacent wall to simulate rain and identify any waterproofing failures with same. 5. Scope of works to be determined based on the outcome of the above testing. 6. Rectify any waterproofing failures identified. 7. Water test the repairs to verify the success of same. 8. Replace water damaged internal linings as required. 9. Clean up and make good work area.	

ITEM	COMMENTARY	PHOTOGRAPH
16.2	UNIT 303 Continued	
A	Location & Description Wet area fans: Instructed by the occupant that the wet area fans do not draw sufficient air. Steam accumulates in the wet areas as a result of same.	Suitable photograph not available
B	Cause ➤ Cannot conclusively establish the cause of the reported defect, further investigation required. ➤ Possible failure to adequately install and commission the mechanical ventilation system. ➤ Possible installation of a defective ventilation fan.	
C	Breach(es) To be confirmed, Pending further investigation by qualified ventilation consultant. If the builder has failed to adequately install and commission the ventilation system, an unsatisfactory standard of workmanship has been executed. Accordingly, under Section 18B (a), and (c) of the Home Building Act 1989 (NSW): (a) Failure to perform work with due care and skill. (c) Failure to perform work that complies with the Home Building Act.	
D	Recommended Scope of Works/ Method of Repair 1. Protect all adjoining surfaces surrounding the work area. 2. Engage a qualified ventilation consultant to investigate the exhaust ventilation system identify any failures / deficiencies with same. 3. Scope of works to be determined based on the outcome of the above investigations. 4. If the fault(s) are the result of the original builder's workmanship, the above scope of works should be referred to them with instructions to rectify as required. 5. Clean up and make good work areas.	

ITEM	COMMENTARY	PHOTOGRAPH
16.3	UNIT 303 Continued	
A	Location & Description Bathroom: Separation up to approximately 1.0mm in width between the bathtub and tiled hob opposite the shower rose.	
B	Cause(s) ➤ Differential building movement ➤ Failure to adequately construct the bath hob to prevent excessive movement. ➤ Possible failure to adequately install the perimeter sealant around the bathtub.	
C	Breach(es) In failing to adequately seal around the rim of the bath tub an unsatisfactory standard of workmanship has been executed. Breach of Performance Requirement FP1.7 of the Building Code of Australia, which requires that: <i>To protect the structure of the building and to maintain the amenity of the occupants, water must be prevented from penetrating -</i> a) <i>Behind fittings and linings; and</i> b) <i>Into concealed space.</i> Accordingly, under Section 18B (a) and (c) of the Home Building Act 1989 (NSW): (a) Failure to perform work in a proper and workmanlike manner. (c) Failure to perform work that complies with the Home Building Act.	
D	Recommended Scope of Works/ Method of Repair 1. Protect all adjoining surfaces around work area. 2. Ensure adequate support for the bathtub and adjacent hob. 3. Clean out joint and prepare for re-sealing. 4. Reseal the joint between the bathtub and the hob in accordance with the manufacturer's recommendations. 5. Clean-up and make good work area.	



ITEM	COMMENTARY	PHOTOGRAPH
17.1	UNIT 304	
	No reported or observed building defects.	N/A

ITEM	COMMENTARY	PHOTOGRAPH
18.1	UNIT 401	
A	Location & Description Wet area fans: Instructed by the occupant that the wet area fans do not draw sufficient air. Steam accumulates in the wet areas as a result of same.	Suitable photograph not available
B	Cause ➤ Cannot conclusively establish the cause of the reported defect, further investigation required. ➤ Possible failure to adequately install and commission the mechanical ventilation system. ➤ Possible installation of a defective ventilation fan.	
C	Breach(es) To be confirmed, Pending further investigation by qualified ventilation consultant. If the builder has failed to adequately install and commission the ventilation system, an unsatisfactory standard of workmanship has been executed. Accordingly, under Section 18B (a), and (c) of the Home Building Act 1989 (NSW): (a) Failure to perform work with due care and skill. (c) Failure to perform work that complies with the Home Building Act.	
D	Recommended Scope of Works/ Method of Repair 1. Protect all adjoining surfaces surrounding the work area. 2. Engage a qualified ventilation consultant to investigate the exhaust ventilation system identify any failures / deficiencies with same. 3. Scope of works to be determined based on the outcome of the above investigations. 4. If the fault(s) are the result of the original builder's workmanship, the above scope of works should be referred to them with instructions to rectify as required. 5. Clean up and make good work areas.	

ITEM	COMMENTARY	PHOTOGRAPH
19.1	UNIT 402	
A	Location & Description Kitchen: Instructed by the occupant of water penetration around the perimeter of the sink into the cabinet below. Isolated water staining on the underside of the benchtop at the interface with the sink and sealant works.	
B	Cause(s) ➤ Failure to adequately seal the interface between the sink and the benchtop.	
C	Breach(es) In failing to install the sink in a manner that would prevent water penetration to the cupboard below, an unsatisfactory standard of workmanship has been executed. Accordingly, under Section 18B (a) and (c) of the Home Building Act 1989 (NSW): (a) Failure to perform work in a proper and workmanlike manner. (c) Failure to perform work that complies with the Home Building Act and other laws (i.e. the National Construction Code).	
D	Recommended Scope of Works/ Method of Repair 1. Protect all adjoining surfaces around work area. 2. Re-seal the perimeter of the kitchen sink in accordance with the manufacturer's recommendations. 3. Clean-up and make good work area.	

ITEM	COMMENTARY	PHOTOGRAPH
20.1	UNIT 403	
A	Location & Description Eastern Balcony: Water seepage emanating from the interface between the external AFS wall and the eaves lining. Streaming staining visible on the exterior of the walls. A dormer window is located above the affected area.	
B	Cause(s) ➤ Failure of the flashings for the gutters and/or rooftop above. ➤ Inadequate waterproofing to the dormer opening above	
C	Breach(es) In failing to adequately install the flashings for the gutter and/or rooftop, an unsatisfactory standard of workmanship has been executed. Accordingly, under Section 18B (a) and (b) of the Home Building Act 1989 (NSW): (a) Failure to perform work in a proper and workmanlike manner. (b) Failure to supply materials that are good and suitable for the purpose for which they are used.	
D	Recommended Scope of Works/ Method of Repair 1. Set up work area and protect all adjoining surfaces and other elements surrounding the work area. 2. Establish safe access to the rooftop and dormer window as required. 3. Inspect the rooftop and flashings. Identify any failures / deficiencies with same. 4. Direct water against the rooftop and flashings as required to simulate rain and verify the source(s) of the water. 5. Detailed scope of works to be determined based on the outcome of the above investigations. 6. Refer the above scope of works to the builder for rectification. 7. Clean up and make good affected surfaces and finishes	

ITEM	COMMENTARY	PHOTOGRAPH
20.2	UNIT 403 Continued	
A	Location & Description Wet area fans: Instructed by the occupant that the wet area fans do not draw sufficient air. Steam accumulates in the wet areas as a result of same.	
B	Cause ➤ Cannot conclusively establish the cause of the reported defect, further investigation required. ➤ Possible failure to adequately install and commission the mechanical ventilation system. ➤ Possible installation of a defective ventilation fan.	
C	Breach(es) To be confirmed, Pending further investigation by qualified ventilation consultant. If the builder has failed to adequately install and commission the ventilation system, an unsatisfactory standard of workmanship has been executed. Accordingly, under Section 18B (a), and (c) of the Home Building Act 1989 (NSW): (a) Failure to perform work with due care and skill. (c) Failure to perform work that complies with the Home Building Act.	
D	Recommended Scope of Works/ Method of Repair 1. Protect all adjoining surfaces surrounding the work area. 2. Engage a qualified ventilation consultant to investigate the exhaust ventilation system identify any failures / deficiencies with same. 3. Scope of works to be determined based on the outcome of the above investigations. 4. If the fault(s) are the result of the original builder's workmanship, the above scope of works should be referred to them with instructions to rectify as required. 5. Clean up and make good work areas.	

ITEM	COMMENTARY	PHOTOGRAPH
20.3	UNIT 403 Continued	
A	Location & Description Balcony: Instructed by the occupant of streaming staining on the glass balcony doors that cannot be cleaned.	 Photograph provided by the lot Owner
B	Cause ➤ Cannot conclusively establish the cause of the reported defect, further investigation required. ➤ Possible mineral leaching from the area above. ➤ Possible failure to clean construction staining from the doors prior to occupation.	
C	Breach(es) To be confirmed, Pending further investigation. If the builder has failed to prevent staining and/or clean site at completion of the works, an unsatisfactory standard of workmanship has been executed. Accordingly, under Section 18B (a), and (c) of the Home Building Act 1989 (NSW): (a) Failure to perform work with due care and skill. (c) Failure to perform work that complies with the Home Building Act.	
D	Recommended Scope of Works/ Method of Repair 1. Protect all adjoining surfaces surrounding the work area. 2. Investigate the area above the doors and identify the source of the mineral leaching. 3. Scope of works to be determined based on the outcome of the above investigations. 4. If the fault(s) are the result of the original builder's workmanship, the above scope of works should be referred to them with instructions to rectify as required. 5. Clean the staining from the existing aluminium framed balcony doors. 6. Clean up and make good work areas.	



ITEM	COMMENTARY	PHOTOGRAPH
21.1	UNIT 501	
	No access gained. Unit not inspected.	N/A

ITEM	COMMENTARY	PHOTOGRAPH
22.1	UNIT 502	
A	Location and description Balconies: Instructed by the occupants of water penetration through both the northern and southern balcony doors during periods of wind-driven rain affecting the floors. No visible evidence of water damage to the timber laminate flooring during the inspection.	
B	Cause(s) ➤ Cannot conclusively establish the cause of the reported defect, further investigation required. ➤ Possible failure of the waterproofing provisions for the sliding door. ➤ Possible inadequate flashing for the external cladding. ➤ Possible water penetration tracking from the rooftop.	
C	Breach(es) To be confirmed – Pending further investigations If the builder has failed to adequately construct the building to resist water ingress, an unsatisfactory standard of workmanship has been executed. Possible breach of <i>Performance Requirement FP1.4</i> of the Building Code of Australia, which requires that <i>a roof or external wall (including openings around windows and doors) must prevent the penetration of water that could cause:</i> (a) <i>Unhealthy conditions, and a loss of amenity for occupants; and</i> (b) <i>Undue dampness and deterioration of building elements.</i> Accordingly, breach of Section 188 (a) and (c) of the Home Building Act 1989 (NSW): (a) Failure to perform work with due care and skill. (c) Failure to perform work in accordance with the Home Building Act 1989 (NSW).	

ITEM	COMMENTARY	PHOTOGRAPH
D	Recommended Scope of Works/ Method of Repair 1. Protect all adjoining surfaces around work area. 2. Direct water against the sliding doors and walls to simulate rain and identify any waterproofing failures with same. 3. Inspect rooftop flashings (and flood test if required) to identify any waterproofing failures with same. 4. Detailed scope of works to be determined based on the outcome of the above testing. 5. Rectify any waterproofing failures identified during the testing above. 6. Water test the repairs to verify the success of same. 7. Replace water damaged internal skirtings, underlay and carpet as required. 8. Clean up and make good work area.	

ITEM	COMMENTARY	PHOTOGRAPH
22.2	UNIT 502 Continued	
A	Location and description Balconies: Isolated blistering, flaking and discoloured paint at the base of the rendered balustrade and building walls throughout. Instructed by the occupants of increased blistering of the paint during periods of rainfall.	
B	Cause(s) ➤ Water accumulating behind the paintwork. ➤ Incompatibility between the waterproof membrane and the external paintwork. ➤ Inadequate preparation of the substrate prior to painting.	
C	Breach(es) In failing to use compatible materials in contact with one another, an unsatisfactory standard of workmanship has been executed. <i>Section 12.02 Surface finish of paintwork: of the Office of Fair Trading "Guide to Standards & Tolerances" states that "Paintwork is defective if application defects or blemishes and other irregularities in the surface are visible from a normal viewing position."</i> Accordingly, under Section 18B (a) and (c) of the Home Building Act 1989 (NSW): (a) Failure to perform work with due care and skill. (c) Failure to perform work that complies with the Home Building Act and other laws (i.e. the Building Code of Australia).	

ITEM	COMMENTARY	PHOTOGRAPH
D	Recommended Scope of Works/ Method of Repair 1. Set up work area and protect all adjoining surfaces around work area. 2. Remove all blistering and flaking paint on the balcony walls. 3. Prepare the substrate for repainting, including the application of a suitable primer. 4. Repaint the balcony walls with a suitable multiple-coat exterior paint system to match the existing in accordance with the manufacturer's recommendations. 5. Clean and make good work area.	

ITEM	COMMENTARY	PHOTOGRAPH
22.3	UNIT 502 Continued	
A	Location and description Balconies: Instructed by the occupants that water emanates from the interface between the fascias and the gutters. Streaming staining visible on the fascias below the gutters.	
B	Cause(s) ➤ Failure of the flashings for the gutters and/or rooftop above. ➤ Inadequate waterproofing to the dormer opening above	
C	Breach(es) In failing to adequately install the flashings for the gutter and/or rooftop, an unsatisfactory standard of workmanship has been executed. Accordingly, under Section 18B (a) and (b) of the Home Building Act 1989 (NSW): (a) Failure to perform work in a proper and workmanlike manner. (b) Failure to supply materials that are good and suitable for the purpose for which they are used.	
D	Recommended Scope of Works/ Method of Repair 1. Set up work area and protect all adjoining surfaces and other elements surrounding the work area. 2. Establish safe access to the rooftop and dormer window as required. 3. Inspect the rooftop and flashings. Identify any failures / deficiencies with same. 4. Direct water against the rooftop and flashings as required to simulate rain and verify the source(s) of the water. 5. Detailed scope of works to be determined based on the outcome of the above investigations. 6. Refer the above scope of works to the builder for rectification. 7. Clean up and make good affected surfaces and finishes	

ITEM	COMMENTARY	PHOTOGRAPH
22.4	UNIT 502 Continued	
A	Location & Description Wet area fans: Instructed by the occupant that the wet area fans do not draw sufficient air. Steam accumulates in the wet areas as a result of same.	
B	Cause ➤ Cannot conclusively establish the cause of the reported defect, further investigation required. ➤ Possible failure to adequately install and commission the mechanical ventilation system. ➤ Possible installation of a defective ventilation fan.	
C	Breach(es) To be confirmed, Pending further investigation by qualified ventilation consultant. If the builder has failed to adequately install and commission the ventilation system, an unsatisfactory standard of workmanship has been executed. Accordingly, under Section 18B (a), and (c) of the Home Building Act 1989 (NSW): (a) Failure to perform work with due care and skill. (c) Failure to perform work that complies with the Home Building Act.	
D	Recommended Scope of Works/ Method of Repair 1. Protect all adjoining surfaces surrounding the work area. 2. Engage a qualified ventilation consultant to investigate the exhaust ventilation system identify any failures / deficiencies with same. 3. Scope of works to be determined based on the outcome of the above investigations. 4. If the fault(s) are the result of the original builder's workmanship, the above scope of works should be referred to them with instructions to rectify as required. 5. Clean up and make good work areas.	

ITEM	COMMENTARY	PHOTOGRAPH
22.5	UNIT 502 Continued	
A	Location & Description Hallway: Incomplete repair to the timber laminate flooring. Skirtings have not been reinstated throughout the unit. Inspection opening in the plasterboard wall has not been made good.	
B	Cause ➤ Incomplete remedial work.	
C	Breach(es) In failing to adequately complete the remedial works to the flooring, an unsatisfactory standard of workmanship has been executed. Accordingly, under Section 18B (a) and (c) of the Home Building Act 1989 (NSW): (a) Failure to perform work in a proper and workmanlike manner. (c) Failure to perform work that complies with the Home Building Act and other laws (i.e. Building Code of Australia).	
D	Recommended Scope of Works/ Method of Repair 1. Set up work area and protect all surrounding surfaces. 2. Make good the plasterboard wall linings where required to match the existing. 3. Reinstall the skirtings to match previous. 4. Repaint walls and skirtings as required to match existing with a suitable interior paint system in accordance with the manufacturer's recommendations. 5. Clean up and make good work area.	



2.2 DEFECT SCHEDULE | COMMERCIAL LOTS

ITEM	COMMENTARY	PHOTOGRAPH(S)
23.1	SHOP 1	
	No reported or observed building defects at the time of the inspection.	N/A



ITEM	COMMENTARY	PHOTOGRAPH(S)
24.1	SHOP 2	
	No access gained. Lot not inspected.	N/A



ITEM	COMMENTARY	PHOTOGRAPH(S)
25.1	SHOP 3	
	No access gained. Lot not inspected.	N/A



ITEM	COMMENTARY	PHOTOGRAPH(S)
26.1	SUITE 4	
	No access gained. Lot not inspected.	N/A



ITEM	COMMENTARY	PHOTOGRAPH(S)
27.1	SUITE 5	
	No access gained. Lot not inspected.	N/A

2.3 DEFECT SCHEDULE | COMMON AREAS

ITEM	COMMENTARY	PHOTOGRAPH
C1.1	INTERNAL COMMON FOYERS	
A	Location and description <u>Eastern building, Ground floor:</u> The owner of Unit 301 reported blistering paint on the rendered southern wall of the stairs between ground and upper ground floors during a period of rainfall. This wall forms part of the lift shaft. Photographs provided by the Owner of Unit 301.	
B	Cause(s) ➤ Could not conclusively establish the cause of the reported defect. Further investigation required. ➤ Possible water penetration from the adjacent common courtyard. ➤ Possible water penetration to the lift shaft. ➤ Possible failure to adequately install the interior paintwork to the lift shaft.	
C	Breach(es) If the builder has failed to adequately construct the building to resist water ingress, an unsatisfactory standard of workmanship has been executed. Breach of <i>Performance Requirement FP1.4</i> of the Building Code of Australia, which requires that <i>a roof or external wall (including openings around windows and doors) must prevent the penetration of water that could cause:</i> (a) <i>Unhealthy conditions, and a loss of amenity for occupants; and</i> (b) <i>Undue dampness and deterioration of building elements.</i> If the builder has failed to adequately install the interior paintwork, an unsatisfactory standard of workmanship has been executed.	

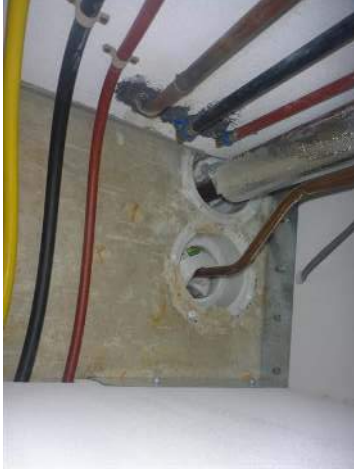
ITEM	COMMENTARY	PHOTOGRAPH
C	Section 12.02 Surface finish of paintwork: of the Office of Fair Trading “Guide to Standards & Tolerances” states that “Paintwork is defective if application defects or blemishes and other irregularities in the surface are visible from a normal viewing position.” Accordingly, under Section 18B (a) and (c) of the Home Building Act 1989 (NSW): (a) Failure to perform work with due care and skill. (c) Failure to perform work that complies with the Home Building Act and other laws (i.e. the Building Code of Australia).	 
D	Recommended Scope of Works/ Method of Repair 1. Set up work area and protect all adjoining surfaces and other elements surrounding the work area. 2. Establish safe access to the area above the lift shaft. 3. Inspect the top of the lift shaft for any waterproofing failures / deficiencies. Undertake isolated flood testing where required to verify any source(s) of water penetration. 4. Undertake flood testing of the adjacent courtyard / planter boxes etc to identify any water penetration from same. 5. Scope of works to be determined based on the outcome of the above investigations. 6. If the defect is deemed the responsibility of the original builder, the above scope of works should be referred to them for rectification. 7. Coat the affected wall with a suitable epoxy coating system in accordance with the manufacturer’s recommendations. 8. Repaint the affected wall with a suitable interior paint system to match the existing in accordance with the manufacturer’s recommendations 9. Clean up and make good work area.	

ITEM	COMMENTARY	PHOTOGRAPH
C1.2	INTERNAL COMMON FOYERS Continued	
	Eastern building. Ground level – service cupboards: No access available at the time of inspection.	N/A

ITEM	COMMENTARY	PHOTOGRAPH
C1.3	INTERNAL COMMON FOYERS Continued	
A	Location and description Eastern building, Level 1 – Hot water cupboard: The fire collars forming the slab penetrations have been plugged with newspaper. Cannot confirm the adequacy of the fire separation materials and construction.	
B	Cause(s) ➤ Incomplete work – failure to remove temporary material after the construction of the floor slab. ➤ The redundant penetration has not been filled with an appropriate fire-resistant material.	
C	Breach(es) To be confirmed – Pending further investigation by a qualified fire services consultant. If the builder has failed to incorporate adequate fire separation between the floors, an unsatisfactory standard of workmanship has been executed. Possible breach of <i>Section C – Fire resistance</i> in the National Construction Code.	
D	Recommended Scope of Works/ Method of Repair 1. Set up work area and protect all adjoining surfaces and other elements surrounding the work area. 2. Engage a qualified fire services consultant to inspect the service cupboards and confirm the apparent defect. 3. Scope of works to be determined based on the outcome of this inspection. 4. If the defect is deemed the responsibility of the original builder, the above scope of works should be referred to them for rectification. 5. Clean up and make good work area.	

ITEM	COMMENTARY	PHOTOGRAPH
C1.4	INTERNAL COMMON FOYERS Continued	
A	Location and description Eastern building, Level 2: Hairline separation of the horizontal joint in the plasterboard wall adjacent to the top left hand corner of the door to Unit 202.	
B	Cause(s) ➤ Differential building movement. ➤ Failure to adequately affix the plasterboard sheets to the framing. ➤ Failure to locate the plasterboard sheet joints in accordance with AS 2589 - 2007	
C	Breach(es) In failing to install the plasterboard linings to accommodate normal building movement, an unsatisfactory standard of workmanship has been executed. Breach of AS 2589 – 2007 <i>Gypsum Linings – Application and finishing, Clause 4.3.4 Edge Openings</i> which states: <i>To avoid cracking of vertical joints at openings such as windows and doorways, vertical joints shall not coincide with the edge of openings and the sheets shall be laid so that the vertical joint falls a minimum of 200 mm from the edge of the opening</i> Breach of Section 9.15 <i>Cracking in plasterboard, hard plaster and other plaster elements</i> in the Office of fair trading “Guide to standards and tolerances” dated 2007 which states that cracking in recessed or butt joints is a defect if visible from a normal viewing position. Accordingly, under Section 18B (a) and (c) of the Home Building Act 1989 (NSW): (a) Failure to perform work in a proper and workmanlike manner. (c) Failure to perform work that complies with the Home Building Act.	

ITEM	COMMENTARY	PHOTOGRAPH
D	Recommended Scope of Works/ Method of Repair 1. Set up work area and protect all adjoining surfaces and other elements surrounding the work area. 2. Ensure the plasterboard sheeting is adequately affixed to the framing structure. 3. Rake out cracking in the plasterboard wall. Clean out crack of all dust etc. 4. Fill the cracking with a suitable flexible sealant in accordance with the manufacturer's recommendation. 5. Repaint the wall to match existing using suitable interior paint system in accordance with the manufacturer's specifications. 6. Clean up and make good work area.	

ITEM	COMMENTARY	PHOTOGRAPH
C1.5	INTERNAL COMMON FOYERS Continued	
A	Location and description Eastern building, Level 2 – Hot water cupboard: The fire collars forming the slab penetrations have been plugged with newspaper. Cannot confirm the adequacy of the fire separation materials and construction.	
B	Cause(s) ➤ Incomplete work – failure to remove temporary material after the construction of the floor slab. ➤ The redundant penetration has not been filled with an appropriate fire-resistant material.	
C	Breach(es) To be confirmed – Pending further investigation by a qualified fire services consultant. If the builder has failed to incorporate adequate fire separation between the floors, an unsatisfactory standard of workmanship has been executed. Possible breach of <i>Section C – Fire resistance</i> in the National Construction Code.	
D	Recommended Scope of Works/ Method of Repair 1. Set up work area and protect all adjoining surfaces and other elements surrounding the work area. 2. Engage a qualified fire services consultant to inspect the service cupboards and confirm the apparent defect. 3. Scope of works to be determined based on the outcome of this inspection. 4. If the defect is deemed the responsibility of the original builder, the above scope of works should be referred to them for rectification. 5. Clean up and make good work area.	

ITEM	COMMENTARY	PHOTOGRAPH
C1.6	INTERNAL COMMON FOYERS Continued	
A	Location and description Eastern building, Level 3 – Hot water cupboard: The fire collars forming the slab penetrations have been plugged with paper. Cannot confirm the adequacy of the fire separation materials and construction.	
B	Cause(s) ➤ Incomplete work – failure to remove temporary material after the construction of the floor slab. ➤ The redundant penetration has not been filled with an appropriate fire-resistant material.	
C	Breach(es) To be confirmed – Pending further investigation by a qualified fire services consultant. If the builder has failed to incorporate adequate fire separation between the floors, an unsatisfactory standard of workmanship has been executed. Possible breach of <i>Section C – Fire resistance</i> in the National Construction Code.	
D	Recommended Scope of Works/ Method of Repair 1. Set up work area and protect all adjoining surfaces and other elements surrounding the work area. 2. Engage a qualified fire services consultant to inspect the service cupboards and confirm the apparent defect. 3. Scope of works to be determined based on the outcome of this inspection. 4. If the defect is deemed the responsibility of the original builder, the above scope of works should be referred to them for rectification. 5. Clean up and make good work area.	

ITEM	COMMENTARY	PHOTOGRAPH
C1.7	INTERNAL COMMON FOYERS Continued	
A	Location and description Eastern building, Level 4 – Hot water cupboard: Sections at the base of the rear <i>Hebel</i> wall have been cut away to provide clearance for the service pipework. Cannot confirm the adequacy of the fire rating for the modified Hebel wall.	
B	Cause ➤ Modification of the Hebel wall to accommodate pipework.	
C	Breach(es) TBC - further investigation required by qualified fire consultant and/or the wall manufacturer. Possible breach of Section C2.7 <i>Separation by fire walls</i> & Spec 1.1 of the Building Code of Australia. If the builder has failed to adequately protect against the spread of fire, an unsatisfactory standard of workmanship has been executed. Accordingly, under Section 18B (a) and (c) of the Home Building Act 1989 (NSW): (a) Failure to perform work in a proper and workmanlike manner. (c) Failure to perform work that complies with the Home Building Act and other laws (i.e. Building Code of Australia).	
D	Recommended Scope of Works/ Method of Repair 1. Set up work area and protect all surrounding surfaces. 2. Liaise with the manufacturer to verify the adequacy of the fire rating for the modified Hebel wall. 3. The generation of an accurate scope of works (if required) will be dependent on the outcome of the above investigations. 4. The above scope of works is to be referred to the builder for rectification. 5. Clean up and make good work area.	

ITEM	COMMENTARY	PHOTOGRAPH
C1.8	INTERNAL COMMON FOYERS Continued	
A	Location and description Eastern building, Level 4 – gas meter cupboard: Instructed by the Owners of water penetration into the room. Could not confirm at the time of the inspection.	Suitable photograph not available
B	Cause(s) ➤ Could not conclusively establish the cause of the reported defect. Further investigation required. ➤ Possible failure of waterproofing provisions to the rooftop above.	
C	Breach(es) TBC - further investigation required to confirm the reported building defect. Possible breach of <i>Performance Requirement FP1.4</i> of the Building Code of Australia, which requires that <i>a roof or external wall (including openings around windows and doors) must prevent the penetration of water.</i> If the builder has failed to adequately prevent the ingress of water, an unsatisfactory standard of workmanship has been executed. Accordingly, under Section 18B (a) and (c) of the Home Building Act 1989 (NSW): (a) Failure to perform work in a proper and workmanlike manner. (c) Failure to perform work that complies with the Home Building Act and other laws (i.e. Building Code of Australia).	
D	Recommended Scope of Works/ Method of Repair 1. Set up work area and protect all surrounding surfaces. 2. Investigate the gas meter cupboard. Attempt to identify the source(s) of the water penetration. 3. Undertake isolated flood testing where required to verify the source(s) of the water ingress. 4. The generation of an accurate scope of works (if required) will be dependent on the outcome of the above investigations. 5. Undertake remedial work to address any internal water penetration as required. 6. Clean up and make good work area.	

ITEM	COMMENTARY	PHOTOGRAPH
C1.9	INTERNAL COMMON FOYERS Continued	
A	Western building, stairwell: The fire hydrant handle on the 1st floor is approximately 75mm clear of the wall. This is less than the 100mm clearance required under AS2419.	
B	Cause(s) ➤ Failure to install the hydrant handwheels with sufficient clearances.	
C	Breach(es) AS2419.1:2005 <i>Fire hydrant installation</i> Section 3.5.2 <i>Clearance</i> states that "For a fully open fire hydrant valve, there shall be not less than 100mm clearance around the valve handwheel". Accordingly, under Section 18B (a) and (c) of the Home Building Act 1989 (NSW): (a) Failure to perform work with due care and skill. (c) Failure to perform work that complies with the Home Building Act and other laws (i.e. the Building Code of Australia).	
D	Recommended Scope of Works/ Method of Repair 1. Set up work area and protect all adjoining surfaces and elements around the work area. 2. Decommission and drain the hydrant system. 3. Loosen the retaining clamps for the hydrant outlet handwheels. 4. Realign the hydrant handwheels with sufficient clearances and re-tighten clamps. 5. Commission and charge the hydrant system. 6. Clean up and make good work area.	

ITEM	COMMENTARY	PHOTOGRAPH
C1.10	INTERNAL COMMON FOYERS Continued	
A	Western building, stairwell: The fire hydrant handle on the 2 nd floor is approximately 85mm clear of the wall. This is less than the 100mm clearance required under AS2419.	
B	Cause(s) ➤ Failure to install the hydrant handwheels with sufficient clearances.	
C	Breach(es) AS2419.1:2005 <i>Fire hydrant installation</i> Section 3.5.2 <i>Clearance</i> states that "For a fully open fire hydrant valve, there shall be not less than 100mm clearance around the valve handwheel". Accordingly, under Section 18B (a) and (c) of the Home Building Act 1989 (NSW): (a) Failure to perform work with due care and skill. (c) Failure to perform work that complies with the Home Building Act and other laws (i.e. the Building Code of Australia).	
D	Recommended Scope of Works/ Method of Repair 1. Set up work area and protect all adjoining surfaces and elements around the work area. 2. Decommission and drain the hydrant system. 3. Loosen the retaining clamps for the hydrant outlet handwheels. 4. Realign the hydrant handwheels with sufficient clearances and re-tighten clamps. 5. Commission and charge the hydrant system. 6. Clean up and make good work area.	



ITEM	COMMENTARY	PHOTOGRAPH
C2.1	FIRE STAIRWELLS	
	Eastern building, Fire Stairwell: No reported or observed building defects	N/A

ITEM	COMMENTARY	PHOTOGRAPH
C2.2	FIRE STAIRWELLS	
	Eastern basement, Fire Stairwell: No reported or observed building defects	N/A



ITEM	COMMENTARY	PHOTOGRAPH
C2.3	FIRE STAIRWELLS	
	<u>Western basement, Fire Stairwell:</u> No reported or observed building defects	N/A



ITEM	COMMENTARY	PHOTOGRAPH
C3.1	EXTERNAL FACADES	
	Northern Elevation – Eastern building: No reported or observed common property building defects.	N/A

ITEM	COMMENTARY	PHOTOGRAPH
C3.2	EXTERNAL FACADES Continued	
A	Location & Description Southern Elevation – Eastern building: Isolated repairs have not been painted to match the existing on the 3rd floor slab edge. Area of unpainted façade at the 2nd floor slab edge. Elevation partially obscured by neighbouring building.	
B	Cause(s) ➤ Failure to adequately complete the remedial works.	
C	Breach(es) In failing to match the new paintwork to the existing, an unsatisfactory standard of workmanship has been executed. <i>Section 12.02 Surface finish of paintwork: of the Office of Fair Trading “Guide to Standards & Tolerances” states that “Paintwork is defective if application defects or blemishes and other irregularities in the surface are visible from a normal viewing position.”</i> Accordingly, under Section 18B (a) and (c) of the Home Building Act 1989 (NSW): (a) Failure to perform work with due care and skill. (c) Failure to perform work that complies with the Home Building Act and other laws (i.e. the Building Code of Australia).	
D	Recommended Scope of Works/ Method of Repair 1. Set up work area and protect all adjoining surfaces and other elements surrounding the work area. 2. Establish safe access to the exterior of the southern elevation. 3. Repaint the affected areas of the externa; wall to the nearest breaks to match existing using an appropriate multiple-coat exterior paint system. 4. Clean up the work area.	



ITEM	COMMENTARY	PHOTOGRAPH
C3.3	EXTERNAL FACADES Continued	
	<u>Eastern Elevation – Eastern building:</u> No reported or observed common property building defects.	N/A

ITEM	COMMENTARY	PHOTOGRAPH
C3.4	EXTERNAL FACADES Continued	
A	Location & Description Western Elevation – Eastern building: Leaching emanating from the slab edge at the first floor level adjacent to the northern side of the eastern foyer entry.	
B	Cause(s) ➤ Differential building movement ➤ Inadequate joint provisions incorporated into render. This has made the render more susceptible to cracking as a result of differential movement. ➤ Leaching is due to the water penetration through the render on the slab edge.	
C	Breach(es) In failing to adequately prevent moisture ingress and therefore control leaching from the building's exterior, an unsatisfactory standard of workmanship has been executed. Accordingly, under Section 18B (a) and (c) of the Home Building Act 1989 (NSW): (a) Failure to perform work in a proper and workmanlike manner. (c) Failure to perform work that complies with the Home Building Act.	
D	Recommended Scope of Works/ Method of Repair 1. Set up work area and protect all adjoining surfaces and other elements surrounding the work area. 2. Establish safe access to the areas of the works. 3. Clean and remove leaching from the building's facade. 4. Grind out the cracking, clean and prepare substrate. 5. Supply and install a suitable flexible sealant to the cracking in accordance with the manufacturer's recommendations. 6. Repaint the affected areas and any other disturbed adjoining surfaces to the nearest breaks to match existing using an appropriate multiple-coat exterior paint system. 7. Clean up the work area.	

ITEM	COMMENTARY	PHOTOGRAPH
C3.5	EXTERNAL FACADES Continued	
	Northern Elevation – Western building: The northern elevation is concealed by the neighbouring property. No defects reported or observed.	N/A



ITEM	COMMENTARY	PHOTOGRAPH
C3.6	EXTERNAL FACADES Continued	
	<u>Southern Elevation – Western building:</u> No reported or observed common property building defects.	N/A

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ITEM	COMMENTARY	PHOTOGRAPH
C3.7	EXTERNAL FACADES Continued	
A	Location & Description Eastern Elevation – Western building: The gutter servicing the rooftop has been finished short of the northern end of the building. A gap is visible between the end of the gutter and the adjacent fascia.	
B	Cause(s) ➤ Failure to install a gutter the full length of the rooftop.	
C	Breach(es) In failing to adequately install the gutter for the full length of the rooftop, an unsatisfactory standard of workmanship has been executed. Accordingly, under Section 18B (a) and (c) of the Home Building Act 1989 (NSW): (a) Failure to perform work in a proper and workmanlike manner. (c) Failure to perform work that complies with the Home Building Act.	
D	Recommended Scope of Works/ Method of Repair 1. Set up work area and protect all adjoining surfaces and other elements surrounding the work area. 2. Establish safe access to the area of the works. 3. Carefully remove the existing gutter. 4. Supply and install a matching section of gutter to the full width of the roof and cap the end in accordance with the manufacturer's recommendations. 5. Clean up the work area.	



ITEM	COMMENTARY	PHOTOGRAPH
C3.8	EXTERNAL FACADES Continued	
	Western Elevation – Western building: No reported or observed common property building defects.	N/A

ITEM	COMMENTARY	PHOTOGRAPH
C4.1	ROOFS	
	<u>Eastern Building:</u> No reported or observed building defects.	N/A



ITEM	COMMENTARY	PHOTOGRAPH
C4.2	ROOFS Continued	
	<u>Western Building:</u> No reported or observed building defects.	N/A

ITEM	COMMENTARY	PHOTOGRAPH
C5.1	BASEMENT CARPARK	
A	Location and description Car space 26: Cracking approximately 3.0mm in width to the reinforced concrete drop beam adjacent to the rear of the car space.	
B	Cause(s) ➤ Differential building movement ➤ Cracking of <i>cold-joint</i> in the concrete beam.	
C	Breach(es) In failing to adequately prevent the formation of cracking in the concrete beam, an unsatisfactory standard of workmanship has been executed. Breach of the Office of fair trading “<i>Guide to standards and tolerances</i>” Section 2.10 <i>Cracks in concrete slabs</i> which states that “Cracks greater than 2.0mm in width are defects.” Accordingly, under Section 18B (a) and (c) of the Home Building Act 1989 (NSW): (a) Failure to perform work with due care and skill. (c) Failure to perform work that complies with the Home Building Act and other laws (i.e. Building Code of Australia).	
D	Recommended Scope of Works/ Method of Repair 1. Protect all adjoining surfaces around work area. 2. Refer cracking to original engineers for comment. 3. Establish suitable elevated work platform to undertake the works. 4. Depending on the further advice from the original engineers; 5. Grind out the cracking in the concrete beam. 6. Clean all dust and other debris from the crack. 7. Supply and install a suitable flexible sealant to the cracking in accordance with the manufacturer’s recommendations and tool flush. 8. Clean-up and make good work area.	

ITEM	COMMENTARY	PHOTOGRAPH
C5.2	BASEMENT CARPARK Continued	
A	Location and description Basement level 1: Numerous PVC pipes penetrating through the slab have not been terminated or directed to a suitable discharge point. Issue is evident throughout the carpark.	
B	Cause(s) ➤ Failure to direct the PVC pipework to a suitable outlet. ➤ Failure to cap / remove redundant pipework	
C	Breach(es) In failing to adequately install the PVC pipework and/or cap / remove redundant pipework, an unsatisfactory standard of workmanship has been executed. Accordingly, under Section 18B (a) and (c) of the Home Building Act 1989 (NSW): (a) Failure to perform work with due care and skill. (c) Failure to perform work that complies with the Home Building Act.	
D	Recommended Scope of Works/ Method of Repair 1. Protect all adjoining surfaces around work area. 2. Establish suitable elevated work platform to undertake the works. 3. Trim and cap any redundant PVC pipework as required and/or 4. Extend the PVC pipework to an appropriate discharge as required. 5. Clean-up and make good work area.	

ITEM	COMMENTARY	PHOTOGRAPH
C5.3	BASEMENT CARPARK Continued	
A	Location & Description Basement carpark – Level 1: No perimeter drains have been installed to control water ingress from the concrete blockwork walls. A number of storage cages are located around the perimeter of the basement carpark, and thus are affected by water penetration.	
B	Cause(s) ➤ Failure to construct the storage cages suitable for their intended purpose. ➤ Failure to install sufficient drainage at the perimeter of the basement carpark to control water ingress. ➤ Possible failure to comply with the plans and specifications.	
C	Breach(es) Uncontrolled water penetration emanating through the perimeter walls may affect the owners' possessions in the storage cages. The storage cages therefore have not been constructed 'fit for purpose'. Accordingly, under Section 18B (a) and (c) of the Home Building Act 1989 (NSW): (a) Failure to perform work in a proper and workmanlike manner. (c) Failure to perform work that complies with the Home Building Act and other laws (i.e. Building Code of Australia).	
D	Recommended Scope of Works/ Method of Repair 1. Protect adjoining surfaces. 2. Supply and install an aluminium angle to the floor within the storage cage adjacent to the perimeter wall to collect water seepage from the walls. 3. Discharge the new drainage provisions into the existing stormwater provisions. 4. Clean up and make good work areas.	

ITEM	COMMENTARY	PHOTOGRAPH
C5.4	BASEMENT CARPARK Continued	
A	Location & Description Basement carpark – Slab soffit: Evidence of water penetration in the form of leaching and stalactite formation adjacent to cracking in the reinforced concrete slab above the following car spaces: 1, 6, 13, 16, 23 & 24. Leaching also evident from cracking adjacent to the disabled lift on level B1.	
B	Cause(s) ➤ The cracking has developed as a result of normal concrete shrinkage mechanisms. ➤ There are inadequate waterproofing provisions on or in the concrete slab to inhibit water penetration.	
C	Breach(es) The water penetration emanating through the concrete slab is undermining the use and amenity of the car spaces. The minerals emanating through the cracks will permanently damage the paintwork on vehicles parked below. The car spaces therefore have not been constructed 'fit for purpose'. Breach of <i>Performance Requirement</i> FP1.4 of the Building Code of Australia, which requires that <i>a roof and external wall must prevent the penetration of water that could cause:</i> (a) <i>Unhealthy conditions, and a loss of amenity for occupants; and</i> (b) <i>Undue dampness and deterioration of building elements.</i> It is noted that although the basement carpark is defined as a Class 7 building in the Building Code of Australia, there is a necessity for compliance with FP1.4 due to the damage that the water penetration can inflict on parked vehicles. Accordingly, under Section 18B (a) and (c) of the Home Building Act 1989 (NSW): (a) Failure to perform work in a proper and workmanlike manner. (c) Failure to perform work that complies with the Home Building Act and other laws (i.e. Building Code of Australia).	

ITEM	COMMENTARY	PHOTOGRAPH
D	Recommended Scope of Works/ Method of Repair 1. Establish a safe, mobile work platform to access the concrete slab soffit. 2. Protect adjoining surfaces. 3. Mechanically chase into the concrete slab soffit along the cracks. 4. Apply a suitable cementitious plugging mortar into the chases in accordance with the manufacturer instructions. 5. Apply a suitable cementitious over-coat membrane on the plugging mortar in accordance with the manufacturer instructions. 6. Clean up and make good work areas.	

ITEM	COMMENTARY	PHOTOGRAPH
C5.5	BASEMENT CARPARK Continued	
A	Location & Description Basement carpark – Toilet: Leaching emanating from the soffit of the slab above adjacent to the pipework penetration.	
B	Cause(s) ➤ There are inadequate waterproofing provisions on or in the concrete slab to inhibit water penetration.	
C	Breach(es) The water penetration emanating through the concrete slab is undermining the use and amenity of the toilet. The area therefore has not been constructed 'fit for purpose'. Breach of <i>Performance Requirement FP1.4</i> of the Building Code of Australia, which requires that <i>a roof and external wall must prevent the penetration of water that could cause:</i> (a) <i>Unhealthy conditions, and a loss of amenity for occupants; and</i> (b) <i>Undue dampness and deterioration of building elements.</i> Accordingly, under Section 18B (a) and (c) of the Home Building Act 1989 (NSW): (a) Failure to perform work in a proper and workmanlike manner. (c) Failure to perform work that complies with the Home Building Act and other laws (i.e. Building Code of Australia).	
D	Recommended Scope of Works/ Method of Repair 1. Establish a safe, mobile work platform to access the concrete slab soffit. 2. Protect adjoining surfaces. 3. Apply a suitable cementitious negative side waterproof membrane in accordance with the manufacturer instructions. 4. Clean up and make good work areas.	

ITEM	COMMENTARY	PHOTOGRAPH
C5.6	BASEMENT CARPARK Continued	
A	Location & Description Basement carpark – ground level: Leaching emanating from the soffit of the slab above adjacent to the pipework penetration above the entry to the western fire stairwell.	
B	Cause(s) ➤ There are inadequate waterproofing provisions on or in the concrete slab to inhibit water penetration.	
C	Breach(es) The water penetration emanating through the concrete slab can create a slip hazard for people exiting the carpark in an emergency. The area therefore has not been constructed 'fit for purpose'. Breach of <i>Performance Requirement FP1.4</i> of the Building Code of Australia, which requires that <i>a roof and external wall must prevent the penetration of water that could cause:</i> (a) <i>Unhealthy conditions, and a loss of amenity for occupants; and</i> (b) <i>Undue dampness and deterioration of building elements.</i> Accordingly, under Section 18B (a) and (c) of the Home Building Act 1989 (NSW): (a) Failure to perform work in a proper and workmanlike manner. (c) Failure to perform work that complies with the Home Building Act and other laws (i.e. Building Code of Australia).	
D	Recommended Scope of Works/ Method of Repair 1. Establish a safe, mobile work platform to access the concrete slab soffit. 2. Protect adjoining surfaces. 3. Apply a suitable cementitious negative side waterproof membrane in accordance with the manufacturer instructions. 4. Clean up and make good work areas.	

ITEM	COMMENTARY	PHOTOGRAPH
C5.7	BASEMENT CARPARK Continued	
A	Location & Description Basement carpark – ground level: The slab penetration adjacent to the entry for the western fire stairs has been fitted with a retrofit fire collar. A section of concrete is missing above this. It is unclear whether this complies with the manufacturer's recommendations.	
B	Cause(s) ➤ Incomplete work/oversight (i.e. redundant slab penetration not grouted). ➤ It is strongly recommended that this issue is assessed by a specialist fire safety/building regulations consultant.	
C	Breach(es) N/A pending further investigations. Possible breaches under Section C Fire Resistance in the Building Code of Australia. Accordingly, under Section 18B (a) and (c) of the Home Building Act 1989 (NSW): (a) Failure to perform work with due care and skill. (c) Failure to perform work that complies with the Home Building Act and other laws (i.e. Building Code of Australia).	
D	Recommended Scope of Works/ Method of Repair 1. Establish a safe, mobile work platform to access the concrete slab soffit. 2. Protect adjoining surfaces. 3. The Owners Corporation should engage a qualified fire safety/building regulations consultant to assess this issue. 4. As required grout the slab penetration and/or undertake works as recommended by the fire safety consultant. 5. Clean up and make good work areas.	

ITEM	COMMENTARY	PHOTOGRAPH
C5.8	BASEMENT CARPARK Continued	
	Fire Pump Room: No reported or observed building defects.	N/A

ITEM	COMMENTARY	PHOTOGRAPH
C5.9	BASEMENT CARPARK Continued	
A	Location & Description Basement water penetration: Water penetration was reported into the basement carpark in the following locations: • Commercial garbage room; • Hot water meter room; • Electrical meter rooms.	Suitable photograph not available
B	Cause(s) ➤ Could not conclusively establish the cause of the reported defect. Further investigation required. ➤ Possible failure to install sufficient waterproofing for the conditions of service.	
C	Breach(es) If the builder has failed to adequately prevent water ingress / control water ingress into the basement carpark, an unsatisfactory standard of workmanship has been executed. Accordingly, under Section 18B (a) and (c) of the Home Building Act 1989 (NSW): (a) Failure to perform work in a proper and workmanlike manner. (c) Failure to perform work that complies with the Home Building Act.	
D	Recommended Scope of Works/ Method of Repair 1. Set up work area and protect all adjoining surfaces and other elements surrounding the work area. 2. Investigate the reported areas for water penetration. Attempt to visually identify the cause of the reported defects. 3. Scope of works to be determined based on the outcome of the above investigations. 4. Undertake waterproofing works where possible to prevent the ingress of water that is affecting the amenity of the basement carpark areas. 5. Where possible, install additional drainage to redirect water to suitable outlet(s). 6. Clean up and make good tiled courtyard.	

ITEM	COMMENTARY	PHOTOGRAPH
C6.1	COURTYARD	
A	Location & Description Floor tiling – adjacent to entry: Instructed by numerous occupants of ponding water on the floor tiles adjacent to the entry door to the eastern building. Further instructed of water penetration into the adjacent foyer under the door. A single floor waste is located at the base of the disabled ramp. The floor tiling was measured and found to be falling towards the existing drainage outlet. There is no hob under the door from the foyer to prevent water ingress.	
B	Cause(s) ➤ Inadequate drainage to accommodate the surface water from the courtyard during heavy rainfall. ➤ Possible failure to comply with the plans and specifications.	
C	Breach(es) In failing to install sufficient drainage for the central courtyard, an unsatisfactory standard of workmanship has been executed. Accordingly, under Section 18B (a) and (c) of the Home Building Act 1989 (NSW): (a) Failure to perform work in a proper and workmanlike manner. (c) Failure to perform work that complies with the Home Building Act.	
D	Recommended Scope of Works/ Method of Repair 1. Set up work area and protect all adjoining surfaces and other elements surrounding the work area. 2. Investigate the drainage provisions installed in the central courtyard. Identify any failures / deficiencies with the installation of the pipework etc. 3. Where possible, install additional drainage grates / modify the existing drainage for the central courtyard to redirect surface water to suitable outlet(s). 4. Install suitable weather strip under the foyer door to resist water ingress. 5. Clean up and make good tiled courtyard.	

ITEM	COMMENTARY	PHOTOGRAPH
C6.2	COURTYARD Continued	
A	Location & Description Floor tiles: Numerous drummy and delaminated floor tiles throughout the central courtyard area. Significant vertical displacement of the tiles in the narrow area on the southern side of the foyer entries. No intermediate expansion joints visible in the floor tiles.	
B	Cause(s) ➤ Failure to adequately prepare the substrate prior to tiling. ➤ Failure to install adequate perimeter and intermediate joints in the floor tiling. ➤ Poor workmanship during the installation of the courtyard floor tiling.	
C	Breach(es) In failing to install adequate movement joints in the courtyard floor tiling, an unsatisfactory standard of workmanship has been executed. In accordance with the NSW Office of Fair Trading – Guide to Standards & Tolerances 2007, <i>Section 11.02 Floor and wall tiling where the builder supplied the tiles:</i> <i>Where the supply and laying of the tiles is by the builder as part of the building contract, the failure of the tiles, substrate, adhesive or grout is a defect.</i> In accordance with the NSW Office of Fair Trading – Guide to Standards & Tolerances 2007, <i>Section 11.05</i> which stipulates that <i>After handover, tiles are defective when caused by the builder's workmanship, they become cracked, pitted, chipped, loose or drummy and such in more than five per cent of the tiled area within 24 months of completion.</i>	

ITEM	COMMENTARY	PHOTOGRAPH
C	Breach(es) Cont. Accordingly, under Section 18B (a) and (c) of the Home Building Act 1989 (NSW): (a) Failure to perform work in a proper and workmanlike manner. (c) Failure to perform work that complies with the Home Building Act and other laws (i.e. Building Code of Australia).	
D	Recommended Scope of Works/ Method of Repair 1. Set up work area and protect all adjoining surfaces and other elements surrounding the work area. 2. Carefully remove fittings and fixtures throughout the courtyard as required to undertake the works and store on site for reinstatement. 3. Remove all cracked, drummy and delaminated floor tiles. 4. Prepare substrate for re-tiling. 5. Replace floor tiles to match existing in accordance with AS 3958.1. 6. Incorporate suitable intermediate expansion joints to accommodate ongoing building movement. 7. Grout tiles to match existing in accordance with the manufacturer's recommendations. 8. Reinstall fittings and fixtures as required to match the existing. 9. Repaint affected adjacent surfaces to match existing using a suitable multiple-coat exterior paint system in accordance with the manufacturer's specifications. 10. Clean up and make good work areas.	



3.0 SIGN OFF

This report contains a summary of the building defects identified during the inspection of the property located at 448 Bunnerong Road, Matraville (Strata Plan 97139). This report may be used in proceedings to pursue the rectification of the building defects.

It is trusted this report is clear and addresses the requirements of the Owners Corporation. Should you require any further information or clarification, please do not hesitate to contact the undersigned.

Yours Faithfully,

RHM Consultants Pty Ltd

Bruce Hodsdon
ENGINEERING CONSULTANT
bhodsdon@rhmeng.com

Attachments: APPENDIX A – HOME BUILDING ACT 1989 (NSW) – SECTION 18B
 APPENDIX B – SUMMARY OF DEFECTS

APPENDIX A – HOME BUILDING ACT 1989 (NSW) SECTION 18B

HOME BUILDING ACT 1989 (NSW) – SECTION 18B

18B Warranties as to residential building work

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:

- (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,
- (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 licence or person required to hold a contractor licence, 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.

Source: www.legislation.nsw.gov.au

APPENDIX B – SUMMARY OF DEFECTS

RESIDENTIAL AND COMMERCIAL UNITS

ITEM	UNIT	LOCATION & DESCRIPTION
1.1	Unit 18	<u>Bedroom 2:</u> Evidence of water penetration in the form of staining to the floor and skirting on the southern side of the east-facing sliding door. Deteriorated smooth edge under the carpet in this location.
1.2	Unit 18	<u>Bathroom:</u> Evidence of water penetration in the form of staining to the plasterboard ceiling lining adjacent to the manhole. A joint in the water reticulation pipework and tempering valve is located above.
1.3	Unit 18	<u>Living room:</u> Isolated warping and blistering of the finish on the timber laminate flooring adjacent to the southern end of the southern, east-facing sliding door. Elevated moisture meter readings to the flooring in this location.
1.4	Unit 18	<u>Bedroom 1:</u> Isolated areas of flaking paint on the hinge side of the steel door frame.
2.1	Unit 19	<u>Timber floor:</u> The gaps between the timber laminate floor boards are inconsistent and excessive (up to ~3-4mm in width). Affected areas are located in the kitchen and adjacent to the bathroom
2.2	Unit 19	<u>Bedroom 1:</u> The sliding window opens more than 125mm. Instructed by the occupant that a restrictor has not been removed from the window. Note: it is understood that the Construction Certificate application was made after 1st May 2014. Note: it is assumed that the window has not been modified since occupation (i.e. the original restrictors were not removed after construction).

ITEM	UNIT	LOCATION & DESCRIPTION
2.3	Unit 19	<u>Bedroom 2:</u> Instructed by the occupants of water penetration adjacent to the bottom left-hand side of the courtyard sliding door. High moisture meter readings and deteriorated smooth edge in the nominated area. This is the fixed-pane end of the sliding door assembly.
2.4	Unit 19	<u>Dining room / kitchen:</u> The sliding windows in the western wall opens more than 125mm Instructed by the occupant that restrictors were not removed. Note: it is understood that the Construction Certificate application was made after 1st May 2014. Note: it is assumed that the window has not been modified since occupation (i.e. the original restrictors were not removed after construction).
2.5	Unit 19	<u>Living room:</u> Isolated discolouration of the timber laminate flooring adjacent to the east-facing courtyard doors. Two (2) boards affected.
3.1	Unit 20	<u>Hallway:</u> Isolated separation ~1.0mm in width between the air conditioning return air grill and the plasterboard ceiling lining.
3.2	Unit 20	<u>Wet area fans:</u> Instructed by the occupant that the wet area fans do not draw sufficient air. Steam accumulates in the wet areas as a result of same.
3.3	Unit 20	<u>Living room:</u> The "fixed" panels within the sliding door assemblies have not been fixed in position and can be moved.
4.1	Unit 21	<u>Wet area fans:</u> Instructed by the occupant that the wet area fans do not draw sufficient air. Steam accumulates in the wet areas as a result of same.

ITEM	UNIT	LOCATION & DESCRIPTION
5.1	Unit 22	<u>Northern balcony:</u> Instructed by the occupant of water emanating from the interface between the awning above the sliding door and the Colorbond wall cladding. Significant gaps were observed between the awning and the wall cladding. Further instructed that the builder previously agreed to rectify this item. The timber framing for the external wall can be seen though gaps behind the external metal cladding above the doorway.
5.2	Unit 22	<u>Bedroom 2:</u> Instructed by the occupant of water penetration emanating through the south-facing sliding door. Deteriorated smooth edge, carpet and underlay observed adjacent to the sliding door.
5.3	Unit 22	<u>Southern balcony:</u> Instructed by the occupant of water emanating from the interface between the awning above the sliding door and the Colorbond wall cladding. Significant gaps were observed between the awning and the wall cladding. Further instructed that the builder previously agreed to rectify this item.
5.4	Unit 22	<u>Southern balcony:</u> Isolated blistering, flaking and discoloured paint at the base of the rendered balustrade throughout.
5.5	Unit 22	<u>Wet area fans:</u> Instructed by the occupant that the wet area fans do not draw sufficient air. Steam accumulates in the wet areas as a result of same.
6.1	Unit 101	<u>Wet area fans:</u> Instructed by the occupant that the wet area fans do not draw sufficient air. Steam accumulates in the wet areas as a result of same.
7.1	Unit 102	No access gained. Unit not inspected.

ITEM	UNIT	LOCATION & DESCRIPTION
8.1	Unit 103	<u>Hallway:</u> Isolated warping and "bounce" in the timber laminate flooring adjacent to the main bedroom and bathroom. Low moisture meter readings registered in the affected areas.
8.2	Unit 103	<u>Bathroom:</u> Instructed by the occupant that the bathroom fan does not draw sufficient air. Steam accumulates in the bathroom as a result of same.
8.3	Unit 103	<u>Eastern balcony:</u> The northern sliding pane within the balcony door binds on the head of the door frame.
9.1	Unit 104	No access gained. Unit not inspected.
10.1	Unit 201	<u>Dining area:</u> Instructed by occupants of water penetration to the floor adjacent to the southern wall. The floor finishes have been removed from the affected area and inspection openings cut in the adjacent service riser. The affected area is located immediately below item # 14.1
10.2	Unit 201	<u>Wet area fans:</u> Instructed by the occupant that the wet area fans do not draw sufficient air. Steam accumulates in the wet areas as a result of same.
10.3	Unit 201	<u>Air Conditioning:</u> Instructed by the occupants of low airflow from the air conditioning system.
11.1	Unit 202	<u>Wet area fans:</u> Instructed by the occupant that the wet area fans do not draw sufficient air. Steam accumulates in the wet areas as a result of same.
12.1	Unit 203	<u>Western balcony:</u> The drip groove above the balcony has not been formed straight and even.

ITEM	UNIT	LOCATION & DESCRIPTION
13.1	Unit 204	<u>Entry door:</u> Excessive separation of the joint in the timber laminate flooring adjacent to the trim strip. Gaps up to approximately 5-7mm in width to same.
14.1	Unit 301	<u>Dining room:</u> Evidence of water penetration emanating from the base of the southern wall in the form of staining to the concrete floor. Evidence of previous inspections in the form of inspection opening in the service riser in the south-western corner. Isolated timber laminate flooring has been removed from the affected area. Instructed of previous isolated remedial works by the original builder and ongoing water penetration following same. Photographs of the exterior of the wall and ongoing water penetration (following our inspection) were provided by the lot owner.
14.2	Unit 301	<u>Wet area fans:</u> Instructed by the occupant that the wet area fans do not draw sufficient air. Steam accumulates in the wet areas as a result of same.
15.1	Unit 302	<u>Bathroom:</u> Instructed by the owners that a plumber has identified the exhaust fan has not been connected to a duct leading to the exterior of the building. Could not confirm the reported defect at the time of the inspection.
16.1	Unit 303	<u>Bedroom 1:</u> Instructed by the occupants of previous water penetration through the aluminium-framed window. Further instructed that the window installer previously agreed to undertake remedial works to this item. Condensation was observed on the window during the inspection.

ITEM	UNIT	LOCATION & DESCRIPTION
16.2	Unit 303	<u>Wet area fans:</u> Instructed by the occupant that the wet area fans do not draw sufficient air. Steam accumulates in the wet areas as a result of same.
16.3	Unit 303	<u>Bathroom:</u> Separation up to approximately 1.0mm in width between the bathtub and tiled hob opposite the shower rose.
17.1	Unit 304	No reported or observed building defects.
18.1	Unit 401	<u>Wet area fans:</u> Instructed by the occupant that the wet area fans do not draw sufficient air. Steam accumulates in the wet areas as a result of same.
19.1	Unit 402	<u>Kitchen:</u> Instructed by the occupant of water penetration around the perimeter of the sink into the cabinet below. Isolated water staining on the underside of the benchtop at the interface with the sink and sealant works.
20.1	Unit 403	<u>Eastern Balcony:</u> Water seepage emanating from the interface between the external AFS wall and the eaves lining. Streaming staining visible on the exterior of the walls. A dormer window is located above the affected area.
20.2	Unit 403	<u>Wet area fans:</u> Instructed by the occupant that the wet area fans do not draw sufficient air. Steam accumulates in the wet areas as a result of same.
20.3	Unit 403	<u>Balcony:</u> Instructed by the occupant of streaming staining on the glass balcony doors that cannot be cleaned.
21.1	Unit 501	No access gained. Unit not inspected.

ITEM	UNIT	LOCATION & DESCRIPTION
22.1	Unit 502	<u>Balconies:</u> Instructed by the occupants of water penetration through both the northern and southern balcony doors during periods of wind-driven rain affecting the floors. No visible evidence of water damage to the timber laminate flooring during the inspection.
22.2	Unit 502	<u>Balconies:</u> Isolated blistering, flaking and discoloured paint at the base of the rendered balustrade and building walls throughout. Instructed by the occupants of increased blistering of the paint during periods of rainfall.
22.3	Unit 502	<u>Balconies:</u> Instructed by the occupants that water emanates from the interface between the fascias and the gutters. Streaming staining visible on the fascias below the gutters.
22.4	Unit 502	<u>Wet area fans:</u> Instructed by the occupant that the wet area fans do not draw sufficient air. Steam accumulates in the wet areas as a result of same.
22.5	Unit 502	<u>Hallway:</u> Incomplete repair to the timber laminate flooring. Skirtings have not been reinstated throughout the unit. Inspection opening in the plasterboard wall has not been made good.
23.1	Shop 1	No reported or observed building defects at the time of the inspection.
24.1	Shop 2	No access gained. Unit not inspected.
25.1	Shop 3	No access gained. Unit not inspected.
26.1	Suite 4	No access gained. Unit not inspected.
27.1	Suite 5	No access gained. Unit not inspected.

COMMON AREAS

C1.1	Internal common foyers	<u>Eastern building, Ground floor:</u> The owner of Unit 301 reported blistering paint on the rendered southern wall of the stairs between ground and upper ground floors during a period of rainfall. This wall forms part of the lift shaft.
C1.2	Internal common foyers	<u>Eastern building, Ground level – service cupboards:</u> No access available at the time of inspection.
C1.3	Internal common foyers	<u>Eastern building, Level 1 – Hot water cupboard:</u> The fire collars forming the slab penetrations have been plugged with newspaper. Cannot confirm the adequacy of the fire separation materials and construction.
C1.4	Internal common foyers	<u>Eastern building, Level 2:</u> Hairline separation of the horizontal joint in the plasterboard wall adjacent to the top left hand corner of the door to Unit 202.
C1.5	Internal common foyers	<u>Eastern building, Level 2 – Hot water cupboard:</u> The fire collars forming the slab penetrations have been plugged with newspaper. Cannot confirm the adequacy of the fire separation materials and construction.
C1.6	Internal common foyers	<u>Eastern building, Level 3 – Hot water cupboard:</u> The fire collars forming the slab penetrations have been plugged with paper. Cannot confirm the adequacy of the fire separation materials and construction.
C1.7	Internal common foyers	<u>Eastern building, Level 4 – Hot water cupboard:</u> Sections at the base of the rear <i>Hebel</i> wall have been cut away to provide clearance for the service pipework. Cannot confirm the adequacy of the fire rating for the modified Hebel wall.
C1.8	Internal common foyers	<u>Eastern building, Level 4 – gas meter cupboard:</u> Instructed by the Owners of water penetration into the room. Could not confirm at the time of the inspection.
C1.9	Internal common foyers	<u>Western building, stairwell:</u> The fire hydrant handle on the 1 st floor is approximately 75mm clear of the wall.

		This is less than the 100mm clearance required under AS2419.
C1.10	Internal common foyers	<u>Western building, stairwell:</u> The fire hydrant handle on the 2 nd floor is approximately 85mm clear of the wall. This is less than the 100mm clearance required under AS2419.
C2.1	Fire Stairwells	<u>Eastern building, Fire Stairwell:</u> No reported or observed building defects
C2.2	Fire Stairwells	<u>Eastern basement, Fire Stairwell:</u> No reported or observed building defects
C2.3	Fire Stairwells	<u>Western basement, Fire Stairwell:</u> No reported or observed building defects
C3.1	External facades	<u>Northern Elevation – Eastern building:</u> No reported or observed common property building defects.
C3.2	External facades	<u>Southern Elevation – Eastern building:</u> Isolated repairs have not been painted to match the existing on the 3 rd floor slab edge. Area of unpainted façade at the 2 nd floor slab edge. Elevation partially obscured by neighbouring building.
C3.3	External facades	<u>Eastern Elevation – Eastern building:</u> No reported or observed common property building defects.
C3.4	External facades	<u>Western Elevation – Eastern building:</u> Leaching emanating from the slab edge at the first floor level adjacent to the northern side of the eastern foyer entry.
C3.5	External facades	<u>Northern Elevation – Western building:</u> The northern elevation is concealed by the neighbouring property. No defects reported or observed.
C3.6	External facades	<u>Southern Elevation – Western building:</u>

		No reported or observed common property building defects.
C3.7	External facades	<u>Eastern Elevation – Western building:</u> The gutter servicing the rooftop has been finished short of the northern end of the building. A gap is visible between the end of the gutter and the adjacent fascia.
C3.8	External facades	<u>Western Elevation – Western building:</u> No reported or observed common property building defects.
C4.1	Roofs	<u>Eastern Building:</u> No reported or observed building defects.
C4.2	Roofs	<u>Western Building:</u> No reported or observed building defects.
C5.1	Basement Carpark	<u>Car space 26:</u> Cracking approximately 3.0mm in width to the reinforced concrete drop beam adjacent to the rear of the car space.
C5.2	Basement Carpark	<u>Basement level 1:</u> Numerous PVC pipes penetrating through the slab have not been terminated or directed to a suitable discharge point. Issue is evident throughout the carpark.
C5.3	Basement Carpark	<u>Basement carpark – Level 1:</u> No perimeter drains have been installed to control water ingress from the concrete blockwork walls. A number of storage cages are located around the perimeter of the basement carpark, and thus are affected by water penetration.
C5.4	Basement Carpark	<u>Basement carpark – Slab soffit:</u> Evidence of water penetration in the form of leaching and stalactite formation adjacent to cracking in the reinforced concrete slab above the following car spaces: 1, 6, 13, 16, 23 & 24. Leaching also evident from cracking adjacent to the disabled lift on level B1.
C5.5	Basement Carpark	<u>Basement carpark – Toilet:</u>

		Leaching emanating from the soffit of the slab above adjacent to the pipework penetration.
C5.6	Basement Carpark	<u>Basement carpark – ground level:</u> Leaching emanating from the soffit of the slab above adjacent to the pipework penetration above the entry to the western fire stairwell.
C5.7	Basement Carpark	<u>Basement carpark – ground level:</u> The slab penetration adjacent to the entry for the western fire stairs has been fitted with a retrofit fire collar. A section of concrete is missing above this. It is unclear whether this complies with the manufacturer's recommendations.
C5.8	Basement Carpark	<u>Fire Pump Room:</u> No reported or observed building defects.
C5.9	Basement Carpark	<u>Basement water penetration:</u> Water penetration was reported into the basement carpark in the following locations: • Commercial garbage room; • Hot water meter room; • Electrical meter rooms.
C6.1	Central courtyard	<u>Floor tiling – adjacent to entry:</u> Instructed by numerous occupants of ponding water on the floor tiles adjacent to the entry door to the eastern building. Further instructed of water penetration into the adjacent foyer under the door. A single floor waste is located at the base of the disabled ramp. The floor tiling was measured and found to be falling towards the existing drainage outlet. There is no hob under the door from the foyer to prevent water ingress.
C6.2	Central courtyard	<u>Floor tiles:</u> Numerous drummy and delaminated floor tiles throughout the central courtyard area. Significant vertical displacement of the tiles in the narrow area on the southern side of the foyer entries. No intermediate expansion joints visible in the floor tiles.