

# SydneyStrataReport

property strata inspections

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## STRATA REPORT

Client	<a href="#">Compare Inspections</a>
Address of property	Unit 392/83-93 Dalmeny Avenue, Rosebery, NSW
Lot	392
Pet Friendly ?	Owners corporation permission needed.
Strata Plan	SP 51394
Name of Strata Management Co.	Whelan Property Group
Address of Strata agent	Ultimo
Telephone Number of Strata Agent	9219 4111
Report Date	22 April 2021

## General Information

Owner's Name	Karina Widjaja
Unit Entitlement of Subject Lot	63
Total Unit Entitlement	50,000

## Levy Contributions

Admin Fund & Capital works per Quarter	\$1,539.05
Are There any Special Levies?	No more special levies are planned.
Admin. Fund Balance Approx.	\$20,416.87
Sinking Fund Balance.	\$212,102.30

## Insurances

Building Insurance	Yes
Insurance Company	Strata Unit Underwriters
Due Date	31 May 2021
Fire Safety Report Issuing Body	Majestic Fire Protection
Certificate Date.	28 September 2020

## Meetings

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<p>Annual General Meeting 18 December 2013</p>	<p>Building insurances continued, SPECIAL LEVY OF \$1,720,000 STRUCK TO ALL 4 STRATA SCHEMES FROM THE BMC. THE PAYMENTS ARE DUE IN 4 INSTALEMENTS PER YEAR FOR 3 YEARS AS PER UNIT ENTITLEMENT. The payments can be seen on the Owners ledger and appear to be \$275.00 per quarter. Please see this document as the third scan below. Annual safety report for contractors to be done, Administration Fund set at \$2,064,865.00 p.a. Sinking Fund set at \$491,500.00 p.a. Levy collection formalised, Bylaw Occupant Restriction of occupants in a lot: 2 persons max. if there are no bedrooms, 3 persons max. if there is one bedroom, 2 persons per bedroom for 3 or more bedrooms, The lounge room and dining room are not to be counted as bedrooms. Special Bylaw External Blinds: Lots with a westerly aspect authorised to add or erect an external blind which is to serve the balcony of the lot. Other conditions as per the scan of this meeting below. Meeting closed. Please refer to the scan of this meeting for all the notes summarised above and below.</p>
<p>Executive Committee Meeting 5 June 2014</p>	<p>Unit 470 issued with a fine of \$220.00 for not re-instating the unit door replaced initially which was not in keeping with the appearance of the complex, Bylaws to be drafted to cover,  <ol style="list-style-type: none"> <li>1. Air conditioning units,</li> <li>2. Sky lights,</li> <li>3. Pergolas,</li> <li>4. Roof exhausts,</li> <li>5. Garage enclosures,</li> </ol> Resolved not to proceed with a contract with National Car Parks at this stage but parking infringements will be issued by the strata management at \$88.00 per offence. Painting of the building the building to go ahead by Paint Solutions and tenders to be sought shortly, A scope of works has been prepared for general remedial works. Building management to investigate rectification of the balustrades throughout the complex, TPG installation note: Ant installation would be at no cost to the owners and all other providers would still be available, Meeting closed.</p>

<p>Executive Committee Meeting 5 June 2014</p>	<p>The minutes to be dealt with were,</p> <ol style="list-style-type: none"> <li>1. Update on building repairs to be decided on which were deferred from the February Meeting,</li> <li>2. Unit 633 Garage renovation proposal,</li> <li>3. Unit pet application.</li> </ol> <p>All these were approved and conditions as per the scan of this meeting below.</p> <p>Parking by laws to be redrafted,</p> <p>Upgrading of Kimberley Estate:</p> <p>Resolved to undertake a detailed inspection of the external building façade and prepare a specification to rectify and remedial issues prior to repainting of the building.</p> <p>Landlay Constructions to undertake the façade inspection. The initial letter from Landlay detailing insurance and introducing the company was present but no evidence of the report was present as of the time of this inspection.</p> <p>Pint &amp; Solutions to prepare a scope of works for repainting and tender for the repainting of the building.</p> <p>A quote is to be obtained to repaint all building internals and it was concluded that a SPECIAL LEVY will have to be struck for these works to proceed.</p> <p>Parking infringement issues,</p> <p>There was a proposal from TPG for the installation of VDSL equipment, matter to be reviewed.</p> <p>Quotes from RHM, Paint Solutions and Core Consulting were all to be reviewed,</p> <p>Other general meeting issues were also to be discussed,</p> <p>The meeting was then to be discussed.</p> <p>Many lots have been approved for the installation of floating timber flooring subject to the flooring having noise insulation complying to local council regulations.</p> <p>Meeting closed.</p>
<p>Annual General Meeting 16 December 2014 reconvened 3 February 2015.</p>	<p>Administration Fund set at \$2,474,486.00 p.a.</p> <p>Sinking Fund set at \$477,913.89 p.a.</p> <p>Building insurance continued,</p> <p>External painting to be re-scoped and new tenders to be sought and to be funded by the special levies raised for this purpose,</p> <p>A motion to extend the special levy a further 3 years was ruled out of order (not raised 1 month before for the agenda),</p>

<p>Annual General Meeting 28 April 2016</p> <p>Executive Committee Meetings, July, August and December 2016.</p>	<p>Carpet replacement is recorded to be agreed upon for all blocks I, M and N, Other matters were meeting formalities as per the attachment of this meeting, Meeting closed.</p> <p>Tenders for external painting being considered and Contractors United quote for \$581,372.00 for block B was accepted, Administration Fund set at \$3,260,770.00 p.a. Sinking Fund set at \$1,284,245.26 p.a. Building insurance continued, All other matters were general maintenance or meeting formalities as per the attachment, Meeting closed.</p> <p>These meetings have been attached to give a general idea of ongoing maintenance with this building throughout 2016. Painting works, external and internal are recorded and other matters are per the attachments. Unit 428 is not recorded.</p>
<p>Annual General Meeting 17 July 2017</p> <p>Extraordinary General Meeting 30 August 2017</p>	<p>Administration Fund set at \$2,756,853.00 p.a. Sinking Fund set at \$1,440,923.00 p.a. Building insurance continued, Received quotes for painting of the building as per the attachment. Bylaw setting out conditions of short term rentals of lots, conditions are as per the attachment, Other matters and deferred motions are as per the attachment, disharmony in parking motions are recorded. Meeting closed.</p> <p>Resolved to raise a special levy for external painting of \$2,000,000.00 and instalments are due: 1 September 2017 and 1 February 2018. Instalments for Lot 666 are \$820.00. Quotes to paint the various blocks are as per the attachment. Meeting closed.</p>
<p>Annual General Meeting 10 August 2018</p>	<p>Administration Fund set at \$3,165,500.00 p.a. Sinking Fund set at \$1,284,234.48.00 p.a. Building insurance continued, Motion 18: It was put that the 10 Year Capital Works Fund should not require the raising of special levies of \$2,000,000.00 as the</p>



	<p>general levies should have been raised to accommodate this general panting of the building. Please read this motion attached below. An amendment was put to not read this and only to adopt the 10 Year Capital Works Fund which was put to a vote and amended to only read this. Other matters were meeting formalities and general maintenance as per the attachment below, Meeting closed.</p>
<p>Annual General Meeting 23 August 2019</p>	<p>Administration Fund set at \$3,163,500.00 p.a. Sinking Fund set at \$1,423,500.00 p.a. Building insurance continued, Block L, M, &amp; N. painting works to be undertaken at a cost of \$760,540.00 Other matters were general maintenance and defeated motions and meeting formalities as per the attachment below. Meeting closed.</p>
<p>Annual General Meeting 28 October 2020</p>	<p>Administration Fund set at \$3,162,500.00 p.a. Sinking Fund set at \$1,565,850.00 p.a. Building insurance continued, Other matters were general maintenance as per the attachment below. Meeting closed.</p>
<p>Strata Committee Meeting 24 March 2021</p>	<p>General maintenance recorded only as per the attachment below.</p>
<p>Other comments.</p>	<p>A letter attached records that there are some people circulating false information as per the attachment. There is a BMC, as special levies have been raised in the past to the all of the strata plans it is strongly recommended that a strata search be done of the BMC as well as this report. Special levies can be raised by the BMC with no notice on the records for this plan as they are held on a different system with another strata company.</p>



Strata Plan 53194 Kimberley Estate, 83-93 Dalmeny Avenue, ROSEBERY NSW 2018

# INDIVIDUAL LOT

Lot 316 Associated lots: Unit no. 316

## Unit entitlements

Levy Entitlement 63.00 / 50,000.00

## Owners

Name	Address for service of notices
A Mekhail	c/- MGM Properties, 11/8 Bourke St, MASCOT NSW 2020
Date of entry 21/03/2014	Date of purchase 21/03/2014

**Mortgages** None

## Leases

**Current agent**  
MGM Properties  
11/8 Bourke St, MASCOT NSW 2020

Lessee	Term	Address for service of notices	Date of termination	Date of entry
Gordon YK Wong & W Wong		0430 043 800		21/03/2014
Shun Lu & Yiye He		lshkratos@gmail.com; luca.heo709@gmail.com		11/06/2015



WHELAN PROPERTY GROUP PTY LTD  
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PO BOX 55, STAMBOURGH HILLS NSW 2160  
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### Owner Ledger

Start Date: 01/04/2017

End Date: 30/04/2021

Owners: One only

Strata Plan 53194

Kimberley Estate, 83-93 Dalmeny Avenue, ROSEBERY NSW 2018

Lot 316      Unit 316      A Mekhail

UE / AE: 63.00 / 50,000.00

## 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	01/04/2017	Quarterly	Quarterly Admin/Capital Works Levy	839.00	839.00	461.70	461.70	0.00	0.00%	Standard	Normal	None
2	01/07/2017	Quarterly	Quarterly Admin/Capital Works Levy	897.80	897.80	446.10	446.10	0.00	0.00%	Standard	Normal	None
3	01/09/2017	Six-monthly	Cancelled: For external painting & remedial works	0.00	0.00	1,260.00	0.00	0.00	0.00%	Special	Cancelled	None
4	01/10/2017	Quarterly	Quarterly Admin/Capital Works Levy	897.80	897.80	446.10	446.10	0.00	0.00%	Standard	Normal	None
5	10/10/2017	Once-off	Special levy: External painting & remedial works	0.00	0.00	1,260.00	1,260.00	0.00	0.00%	Special	Normal	None
6	01/01/2018	Quarterly	Quarterly Admin/Capital Works Levy	868.50	868.50	453.90	453.90	0.00	0.00%	Standard	Normal	None
7	01/02/2018	Once-off	For external painting & remedial works	0.00	0.00	1,260.00	1,260.00	0.00	0.00%	Special	Normal	None
8	01/04/2018	Quarterly	Quarterly Admin/Capital Works Levy	868.50	868.50	453.90	453.90	0.00	0.00%	Standard	Normal	None
9	01/07/2018	Quarterly	Quarterly Admin/Capital Works Levy	868.50	868.50	453.90	453.90	0.00	0.00%	Standard	Normal	None
10	01/10/2018	Quarterly	Quarterly Admin/Capital Works Levy	1,344.80	1,344.80	241.80	241.80	0.00	0.00%	Standard	Normal	None
11	01/01/2019	Quarterly	Quarterly Admin/Capital Works Levy	996.50	996.50	424.80	424.80	0.00	0.00%	Standard	Normal	None
12	01/04/2019	Quarterly	Quarterly Admin/Capital Works Levy	996.60	996.60	424.80	424.80	0.00	0.00%	Standard	Normal	None

Current position: Unallocated prepayments \$0.00

Levy arrears &amp; owner invoices due \$0.00

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	Interest			
26/07/2017	13877	Receipt	Banked		897.80	0.00	446.10	0.00	0.00		1,343.90		2

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 10/11 STRATACREW HILL  
 277 PYRMONT STREET  
 SYDNEY NSW 1580  
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## Income & Expenditure Statement for the financial year-to-date 01/01/2019 to 29/04/2019

Strata Plan 53194

Kimberley Estate, 83-93 Dalmeny Avenue,  
ROSEBERY NSW 2018

### Administrative Fund

	Current period 01/01/2019-29/04/2019	Previous year 01/01/2018-31/12/2018
<b>Revenue</b>		
Insurance Claims	9,900.00	2,038.46
Interest on Arrears--Admin	2,838.16	13,224.94
Key Deposits	4,805.00	12,400.00
Levies Due--Admin	1,438,050.02	2,850,032.58
Recovery--Legal Fees	28,398.79	13,099.87
Refund -- Income Tax	0.00	184.59
Status Certificate Fees	436.00	2,395.55
Strata Roll Inspection Fees	124.00	467.50
<b>Total revenue</b>	<b>1,484,551.97</b>	<b>2,893,843.49</b>
<b>Less expenses</b>		
Admin--Agent Disbursements	138.27	33,881.98
Admin--Agent Disburst--Additional Fees	2,921.46	23,022.24
Admin--Audit Services	7,000.00	7,000.00
Admin--Bank Charges--Account Fees	75.00	19.59
Admin--Consultants	12,719.72	11,105.07
Admin--Income Tax--Admin	0.00	(87.57)
Admin--Key Deposit Refunds	210.00	245.00
Admin--Legal & Debt Collection Fees	14,494.11	14,104.72
Admin--Legal Fees	31,173.83	72,022.68
Admin--Management Fees--Standard	42,363.63	169,454.52
Admin--Regist/License/Permit Fees	247.10	180.00
Admin--Stationery & Printing	376.50	0.00
Admin--Status Certificate Fees Paid	327.00	2,395.55
Admin--Strata Inspection Fees Paid	93.00	467.50
Admin--Taxation Services	0.00	473.56
Admin--Telephone Charges	5,039.19	16,510.07
Building Management Services	75,589.88	219,875.83
Insurance--Claims Paid	0.00	1,318.45
Insurance--Excesses	0.00	5,000.00
Insurance--Premiums	98,343.68	220,205.55
Levy Discount Allowed	0.75	0.00
Maint Bldg--Aircon--Maint Contract	2,490.00	0.00
Maint Bldg--Airconditioning--Repairs	4,450.00	0.00
Maint Bldg--Cleaning	6,000.00	0.00
Maint Bldg--Cleaning--Contracts	90,134.79	381,646.91
Maint Bldg--Consultants	1,600.00	0.00
Maint Bldg--Electrical	21,302.28	31,514.16

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**Strata Plan 53194**
**Kimberley Estate, 83-93 Dalmeny Avenue,  
ROSEBERY NSW 2018**
**Administrative Fund**

	<b>Current period</b> 01/01/2019-29/04/2019	<b>Previous year</b> 01/01/2018-31/12/2018
Maint Bldg--Electrical Lamps & Tubes	150.00	2,860.00
Maint Bldg--Exhaust/Ventilation Systems	7,009.09	23,448.00
Maint Bldg--Fire Protection--Contract	29,373.50	29,914.53
Maint Bldg--Fire Protection--Monitoring	3,510.00	10,211.60
Maint Bldg--Garage Doors	15,354.80	4,274.01
Maint Bldg--General Repairs	53,539.75	43,958.44
Maint Bldg--Gym Equipment	2,734.26	82,226.86
Maint Bldg--Hot Water Service	702.50	12,900.00
Maint Bldg--Lift--Maintenance Contract	43,361.22	160,984.42
Maint Bldg--Locks, Keys & Card Keys	6,450.00	15,944.54
Maint Bldg--Miscellaneous	4,528.11	7,410.69
Maint Bldg--Pest/Vermin Control	1,591.82	6,817.73
Maint Bldg--Plumbing & Drainage	29,694.82	54,252.26
Maint Bldg--Pumps	980.00	3,817.00
Maint Bldg--Roof Certification	6,855.00	2,785.00
Maint Bldg--Security Patrol	56,007.60	184,047.15
Maint Grounds--Lawns & Gardening	27,773.60	81,810.80
Maint Grounds--Pool Maintenance	15,222.60	50,536.84
Utility--Electricity	149,665.30	474,675.55
Utility--Gas	16,105.85	60,435.45
Utility--Water & Sewerage	81,171.00	324,701.08
<b>Total expenses</b>	<b>969,071.01</b>	<b>2,848,367.76</b>
<b>Surplus/Deficit</b>	<b>515,480.96</b>	<b>45,475.73</b>
Opening balance	1,769.00	(43,706.73)
<b>Closing balance</b>	<b>\$517,249.96</b>	<b>\$1,769.00</b>

Strata Plan 53194

Kimberley Estate, 83-93 Dalmeny Avenue,  
ROSEBERY NSW 2018

**Capital Works Fund**

	Current period 01/01/2019-29/04/2019	Previous year 01/01/2018-31/12/2018
<b>Revenue</b>		
Interest on Arrears--Capital	1,330.23	15,066.17
Interest on Investments--Capital	240.91	976.07
Levies Due (Special)--Capital	0.00	909,090.85
Levies Due--Capital	613,021.56	1,157,003.16
<i>Total revenue</i>	<u>614,592.70</u>	<u>2,082,136.25</u>
<b>Less expenses</b>		
Admin--Levy Discount	0.32	0.00
Maint Bldg--Consultants	4,590.94	0.00
Maint Bldg--Exhaust/Ventilation	0.00	3,200.00
Maint Bldg--General Replacement	78,048.69	458,454.59
Maint Bldg--Painting & Surface Finishes	436,702.76	1,535,101.01
Maint Bldg--Rectification -LC1	0.00	4,961.82
Maint Bldg--Rectification--Bldg Repairs	124,365.91	0.00
Maint Bldg--Roof	74,916.62	2,812.50
Maint Bldg--Window Child Locks	0.00	51,321.00
Maint Grounds--Landscaping	0.00	5,400.00
<i>Total expenses</i>	<u>718,625.24</u>	<u>2,061,250.92</u>
<b>Surplus/Deficit</b>	<u>(104,032.54)</u>	<u>20,885.33</u>
Opening balance	1,279,492.51	1,258,607.18
<b>Closing balance</b>	<u><u>\$1,175,459.97</u></u>	<u><u>\$1,279,492.51</u></u>





## Balance Sheet - Detailed

### As at 29/04/2019

**WHEILAN PROPERTY GROUP PTY LTD**  
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Strata Plan 53194

Kimberley Estate, 83-93 Dalmeny Avenue,  
ROSEBERY NSW 2018

	Current period
<b>Owners' funds</b>	
<b>Administrative Fund</b>	
Owners Equity--Admin--O\Balance	1,769.00
Surplus/Deficit--Admin--Current	515,480.96
	517,249.96
<b>Capital Works Fund</b>	
Owners Equity--Capital--O\Balance	1,279,492.51
Surplus/Deficit--Capital--Current	(104,032.54)
	1,175,459.97
<b>Net owners' funds</b>	<b>\$1,692,709.93</b>

Represented by:

#### Assets

<b>Administrative Fund</b>	
Cash at Bank--Admin	417,937.01
Equipment	224,522.44
Prepaid Expenses--Admin	630.15
Receivable--Levies (Special)--Adm	(0.05)
Receivable--Levies--Admin	165,163.12
Receivable--Other--Admin	3,820.00
Receivable--Owners--Admin	14,600.12
	826,672.79
<b>Capital Works Fund</b>	
Cash at Bank--Capital	15,092.60
Investments--Capital	651,488.39
Investments--Capital Works 1	400,000.00
Receivable--Levies (Special)--CWF	11,137.06
Receivable--Levies--Capital	68,979.56
	1,146,697.61
<b>Unallocated Money</b>	
Cash at Bank--Unallocated	6,946.86
	6,946.86
<b>Total assets</b>	<b>1,980,317.26</b>

#### Less liabilities

<b>Administrative Fund</b>	
Creditor--GST--Admin	80,148.19
Creditors	7,000.00
Equipment Loan 1	33,430.44
Equipment Loan 2	174,745.38
Equipment Loan 3	14,098.82
	309,422.83
<b>Capital Works Fund</b>	

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Strata Plan 53194 Kimberley Estate, 83-93 Dalmeny Avenue,  
ROSEBERY NSW 2018

	Current period
Creditor--GST--Capital	(28,762.36)
	(28,762.36)
<b>Unallocated Money</b>	
Prepaid Levies--Unallocated	6,946.86
	6,946.86
<i>Total liabilities</i>	287,607.33
<b>Net assets</b>	<b>\$1,692,709.93</b>



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**THE MINUTES OF THE ANNUAL GENERAL MEETING  
 STRATA PLAN 53194**

**"KIMBERLEY ESTATE"  
 83-93 DALMENY AVENUE ROSEBERY NSW 2018**

**DATE, PLACE & TIME  
 OF MEETING:**

The Annual General Meeting of The Owners - Strata Plan No. **53194** was held on **Wednesday, 18 December 2013** at **Level 27 66-68 Goulburn Street SYDNEY NSW 2000**. The meeting commenced at **7:25 P.M** after a lengthy process of registering owners.

**PRESENT:**

M Malesevic (Lot 1, 487), E Glushankov (Lot 12), J Trinh (Lot 18), B Chi (Lot 21), G Goifeld (Lot 24), J He (Lot 28), P Hung (Lot 44), J Nash (Lot 48), A Duganova (Lot 50), M & Y Golubchik (Lot 53), G Wittkopp (Lot 78), R Zinger (Lot 85), K El-Feki (Lot 91), D Utatao (Lot 100), L Gerber (Lot 103), Y K Ng (Lot 106), W Chang (Lot 110), D Jakovljevic (Lot 113), N Maslov (Lot 123), M Hosseini (Lot 126), Y McLennan (Lot 127), D Hegedis (Lot 134), R Yanto (Lot 140), N Esmer (Lot 144), A Maric (Lot 153), R Zheng (Lot 163), A Bubis (Lot 176), R Longford (Lot 190), R Saleh (Lot 193), J & S Jones (Lot 205, 296), N Crowe (Lot 210), M & W Chapman (Lot 220), M Herman (Lot 222), H Xu (Lot 223), T Wu (Lot 231), D Truong (Lot 243), W Dong (Lot 245), A Mitchell (Lot 249), C Cook (Lot 256), A Chan (Lot 258), E Nowacki (Lot 278), B Hu (Lot 281), V Colinard (Lot 287), T Kaminaga (Lot 326), S Luxa (Lot 332), J Mildren (Lot 358), A Gorrie (Lot 377), I Batibasaga (Lot 378), Y Wang (Lot 394), J Liu (Lot 398), P Huggett (Lot 403), J Diep (Lot 407), I & R Huppert (Lot 422), C & R Kessler (Lot 423), I Bender (Lot 432), B Hajarizadeh (Lot 436), M Palagedara (Lot 438, 517, 562), W Payne (Lot 447), J Kang (Lot 448), S Kirkpatrick (Lot 451), B Gattus (Lot 452), K & S Brennan (Lot 454), D Cezana (Lot 461), L Gontcharova & L Tsitalovskiy (Lot 462), M Ziebell (Lot 463), E Mak (Lot 474), S Kochenkov & O Zelbene (Lot 488), F Tchoudnovski (Lot 508), V Mikitas (Lot 512), X Li (Lot 532), L Grindberg (Lot 533), V Sheiman (Lot 536), D Minbashian (Lot 545), S Kogan (Lot 561), Y K Xue (Lot 564), M Silva (Lot 567), E Unal (Lot 588), J Kim (Lot 597), E Rowlatt (Lot 617), J Liu (Lot 621), J Gill (Lot 633), C Chong (Lot 641), Y Soegyono (Lot 650), M Blinder (Lot 652), G Carver (Lot 653), K Myers (Lot 656), V Shvetsov (Lot 667), M Fox (Lot 678), F Loria (Lot 694), D Campbell (Lot 709), B Reichle (Lot 751), Y Tang (Lot 761), S Li (Lot 779), E Khoury (Lot 790).

**MINUTES OF ANNUAL GENERAL MEETING  
THE OWNERS - STRATA PLAN NO. 53194**

**ADDRESS OF THE STRATA SCHEME: "KIMBERLEY ESTATE"  
83-93 DALMENY AVENUE ROSEBERY NSW 2018**



INSURANCE CO.	TYPE OF POLICY	POLICY NO.	COVER	DUE DATE
LONGITUDE/VERO	Building	LNG-STR-21275	\$290,000,000.00	31/05/2014
LONGITUDE/VERO	Contents	LNG-STR-21275	\$2,900,000.00	31/05/2014
LONGITUDE/VERO	Fidelity Guarantee	LNG-STR-21275	\$100,000.00	31/05/2014
LONGITUDE/VERO	Government Audit Costs	LNG-STR-21275	\$25,000.00	31/05/2014
LONGITUDE/VERO	Legal Expenses	LNG-STR-21275	\$50,000.00	31/05/2014
LONGITUDE/VERO	Loss of Rent	LNG-STR-21275	\$43,500,000.00	31/05/2014
LONGITUDE/VERO	Lot Owners fixture/improvement	LNG-STR-21275	\$300,000.00	31/05/2014
LONGITUDE/VERO	Machinery Breakdown	LNG-STR-21275	\$20,000,000.00	31/05/2014
LONGITUDE/VERO	Office Bearers Liability	LNG-STR-21275	\$10,000,000.00	31/05/2014
LONGITUDE/VERO	Voluntary Workers Lump/Weekly	LNG-STR-21275	\$2,000,000.00	31/05/2014
LONGITUDE/VERO	Public Liability	LNG-STR-21275	\$30,000,000.00	31/05/2014
LONGITUDE/VERO	Workplace, Health & Safety Bre	LNG-STR-21275	\$100,000.00	31/05/2014

Date on which the premiums were last paid: **31/01/2013 Note: Extended to May 2014**

**CARRIED**

2.2 That the insurances of the Owners Corporation be varied at the insurer's suggested values and/or as specified below:

**CARRIED**

2.3 That the insurances of the Owners Corporation not be extended to include additional optional insurances.

**CARRIED**

2.4 That the Owners Corporation confirmed that it does not employ workers with annual wages exceeding \$7,500 and therefore will require workers compensation insurance for the coming year.

**CARRIED**

**3. VALUATION:**

3.1 That the property of the Strata Scheme be re-valued for insurance purposes.

**LOST**

**4. APPOINTMENT OF MANAGING AGENT:**

4.1 That in accordance with section 27(1) of the *Strata Schemes Management Act 1996 (Act)* that:

- (a) BCS Strata Management Pty Limited trading as Body Corporate Services be appointed as strata managing agent of Strata Scheme No. 53194;
- (b) the Owners Corporation delegate to the Agent all of the functions of:
  - (i) the Owners Corporation (other than those listed in section 28(3) of the Act); and
  - (ii) its chairperson, treasurer, secretary and Executive Committee, necessary to enable the Agent to carry out the 'agreed services' and the 'additional services' as defined in the written agreement, a copy of which was attached to the notice of the meeting at which this resolution was passed (Agreement);



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- (c) the delegation to the Agent is to be subject to the conditions and limitations in the Agreement; and
- (d) the Owners Corporation execute the Agreement to give effect to this appointment and delegation; and
- (e) authority be given for the common seal of the Owners Corporation to be affixed to the Agreement in accordance with Section 238 of the Act.

**Note: A poll vote was requested on Motion 4 by Lot 24.**

**Votes FOR** by Unit Entitlements: 1403  
**Votes AGAINST** by Unit Entitlements: 17370

**LOST**

**5. REAPPOINTMENT OF MANAGING AGENT:**

5.1 That in accordance with section 27(1) of the *Strata Schemes Management Act 1996 (Act)* that:

- (f) Whelan Property Group Pty Ltd be appointed as strata managing agent of Strata Scheme No. 53194 for a term of 1 year;
- (g) the Owners Corporation delegate to the Agent all of the functions of:
  - (i) the Owners Corporation (other than those listed in section 28(3) of the Act); and
  - (ii) its chairperson, treasurer, secretary and Executive Committee, necessary to enable the Agent to carry out the 'agreed services' and the 'additional services' as defined in the written agreement, a copy of which was attached to the notice of the meeting at which this resolution was passed (Agreement);
- (h) the delegation to the Agent is to be subject to the conditions and limitations in the Agreement; and
- (i) the Owners Corporation execute the Agreement to give effect to this appointment and delegation; and
- (j) authority be given for the common seal of the Owners Corporation to be affixed to the Agreement in accordance with Section 238 of the Act.

**CARRIED**

**6. TERMINATION OF APPOINTMENT OF MANAGING AGENT:**

6.1 That the Owners Corporation terminate the appointment of BCS Strata Management Pty Limited as strata managing agent for the strata scheme and revoke all the delegations of the Owners Corporation's powers, authorities, duties and functions made to it pursuant to section 27 of the Act.

**CARRIED**

6.2 That the termination and revocation have effect from 18/03/2014.

**CARRIED**

**7. AUDITOR:**

7.1 That an auditor is appointed and that auditor be Kelly & Partners.

**DEFERRED**

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**8. SINKING FUND PLAN:**

- 8.1 That the Owners Corporation review the Sinking Fund analysis prepared by by Solutions IE on 1/02/2012.

**CARRIED**

**9. EXPENDITURE LIMITS AND OTHER RESTRICTED MATTERS:**

- 9.1 That the restriction in Section 80A of the Act that the Executive Committee be limited from spending more than 10% over any single budget item be removed.

**CARRIED**

- 9.2 That pursuant to Section 80A of the Act, the Executive Committee be restricted to spending not greater than 10% above the amount determined for the total of budget expenditure.

**CARRIED**

- 9.3 That there be no additional restrictions placed on the Executive Committee other than those currently imposed by Section 21 (2) of the Act.

**CARRIED**

**10. ANNUAL SAFETY AND ASBESTOS REPORT:**

**10.1 Annual Safety Report**

That the Owners Corporation appoint a consultant to undertake an annual Safety Report of the strata scheme to identify any unforeseen risks that may affect the common areas.

**LOST**

**11. LEGAL ADVICE / REPRESENTATION:**

- 11.1 That the Owner's Corporation review the advice of Mills Oakley on whether legal action was possible against the previous lawyer acting in the PAE matter for recovery of some or all of the costs.

**LOST**

*NOTE: The Owners Corporation will take no further legal action in this matter.*

**12. EXTERNAL PAINTING OF KIMBERLEY ESTATE:**

- 12.1 The originally proposed Motion 12.1 in italics below was NOT PUT:

*That the owners corporation review the two proposals for exterior painting of Kimberley Estate and ,  
(i) Paint Pro proposal at \$1,720,000.00 includes GST for three years and,  
(ii) Programmed proposal at \$1,760,000.00 includes GST for seven years and,  
approve one proposal for the external painting to all the buildings in Kimberley Estate.*

Proposed amendments to Motion 12.1

Various proposals to amend Motion 12.1 were received. A motion was proposed to put to a vote an amended Motion 12.1 in the following terms set out in italics below:

*That the owners corporation in consultation with an Engineer's specifications and report undertake a formal tender for the exterior painting of Kimberley Estate including the proposed colour scheme options and then after review by the executive committee convene an Extraordinary General Meeting. The painting tender is also to include an option to repaint the balcony balustrades.*

**CARRIED**

**Amended Motion 12.1:**

- 12.1 That the owners corporation in consultation with an Engineer's specifications and report undertake a formal tender for the exterior painting of Kimberley Estate including the proposed colour scheme options and then after review by the executive committee convene an Extraordinary General Meeting. The painting tender is also to include an option to repaint the balcony balustrades.

**AMENDED & CARRIED**



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**13. SPECIAL LEVY-EXTERNAL PAINTING OF KIMBERLEY ESTATE –**

13.1 That a special levy of **\$1,720,000.00** including GST be struck in accordance to section 76(4) of the Strata Schemes Management Act 1996 due and payable in four instalments per year for three years as per unit entitlement for the purpose of external painting of Kimberley Estate.

13.2 That the special contributions being paid in instalments being:

Total Cost for the First year **\$750,000.00** inclusive of GST paid in four instalments.

- (i) Instalment 1 of **\$187,500.00** due and payable on 01/01/2014
- (ii) Instalment 2 of **\$187,500.00** due and payable on 01/04/2014
- (iii) Instalment 3 of **\$187,500.00** due and payable on 01/07/2014
- (iv) Instalment 4 of **\$187,500.00** due and payable on 01/10/2014

Total Cost for the second year **\$430,000.00** inclusive of GST paid in four instalments.

- (v) Instalment 1 of **\$107,500.00** due and Payable on 01/01/2015
- (vi) Instalment 2 of **\$107,500.00** due and Payable on 01/04/2015
- (vii) Instalment 3 of **\$107,500.00** due and Payable on 01/07/2015
- (viii) Instalment 4 of **\$107,500.00** due and Payable on 01/10/2015

Total Cost for the third year **\$540,000.00** inclusive of GST paid in four instalments.

- (ix) Instalment 1 of **\$135,000.00** due and Payable on 01/01/2016
- (x) Instalment 2 of **\$135,000.00** due and Payable on 01/04/2016
- (xi) Instalment 3 of **\$135,000.00** due and Payable on 01/07/2016
- (xii) Instalment 4 of **\$135,000.00** due and Payable on 01/10/2016

**Note: A poll vote was requested on Motion 13 by Lot 24.**

**Votes FOR** by Unit Entitlements: 11,448  
**Votes AGAINST** by Unit Entitlements: 6,978

**CARRIED**

**14. SPECIAL LEVY-EXTERNAL PAINTING OF KIMBERLEY ESTATE – PROGRAMMED PROPOSAL**

**MOTION 14 WAS NOT PUT** as it would be conflict with the carried Motion 13.

**15. ACCOUNTING RECORDS AND BUDGET:**

15.1 That the financial statements for the period ended 30/09/2013 be adopted.

**CARRIED**

15.2 That estimated receipts and payments (budget) for the administrative fund and the sinking fund be tabled and adopted.

**CARRIED**

**Note:** the approved 2013/4 budget represents a 5% increase on the total levies approved for the 2012 / 2013 year.

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**16. CONTRIBUTIONS:**

16.1 That contributions to the administrative fund are estimated in accordance with section 75(1) of the Strata Schemes Management Act 1996 and determined in accordance with section 76(1) of the Strata Schemes Management Act 1996 at **\$2,064,865.00 + GST**; and,

**CARRIED**

16.2 That the administrative fund contribution be paid in instalments being:

- i. Instalment 1 of **\$604,531.00 + GST** effected on **1/10/2013**; and
- ii. Instalment 2 of **\$486,778.00 + GST** due and payable on **1/01/2014**; and
- iii. Instalment 3 of **\$486,778.00 + GST** due and payable on **1/04/2014**; and
- iv. Instalment 4 of **\$486,778.00 + GST** due and payable on **1/7/2014**.

**CARRIED**

16.3 That contributions to the sinking fund are estimated in accordance with section 75(2) of the Strata Schemes Management Act 1996 and determined in accordance with section 76(1) of the Strata Schemes Management Act 1996 at **\$491,500.00 + GST**; and

**CARRIED**

16.4 That the sinking fund contribution be paid in instalments being:

- i. Instalment 1 of **\$11,445.00 + GST** effected on **1/10/2013**; and
- ii. Instalment 2 of **\$160,018.00 + GST** due and payable on **1/01/2014**; and
- iii. Instalment 3 of **\$160,018.00 + GST** due and payable on **1/04/2014**; and
- iv. Instalment 4 of **\$160,018.00 + GST** due and payable on **1/7/2014**;

**CARRIED**

16.5 That, following the above three resolutions, the administrative and sinking fund contributions be continued at quarterly intervals until further determined.

**CARRIED**

**17. LEVY COLLECTION PROCEDURES:**

17.1 That the Owners - Strata Plan No 53194, for the purpose of collecting levy contributions, interest and recovery costs thereon and pursuant to the *Act* (including section 80D of the *Act*), authorise the strata managing agent and/or the executive committee to do any of the following:

- a. Levy Recovery Step 1: issue a reminder levy notice 35 days after the levy due date;
- b. Levy Recovery Step 2: issue 1<sup>st</sup> levy recovery letter 60 days after the levy due date;
- c. Levy Recovery Step 3: issue 2<sup>nd</sup> levy recovery letter 75 days after the levy due date;
- d. Levy Recovery Step 4: 96 days after the original date the levy was due, and where the debt is in excess of \$2,000, 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 No 53194 to issue a letter of demand and/or to commence, pursue, continue or defend any court, tribunal or any other proceedings against any lot owner, mortgagee in possession and/or former lot owner in relation to all matters arising out of the recovery of levy contributions and the recovery of other debts, including penalties, interest, legal and other costs;



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- 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.

**CARRIED**

**18. EXECUTIVE COMMITTEE:**

18.1 That the following written and oral nominations be received at this meeting for election to the Executive Committee:

Nomination:	Lot No	Nominated by:	Lot No
Duncan Campbell	709	self	709
Alan Gorrie	377	self	377
Bill Payne	447	self	447
Jimmy Ng	106	self	106
Penny Hung	44	self	44
Eugene Glushankov	12	self	12
Jin Zhu Liu	621	self	621
Yako Golubchik	53	self	53
Genardi Goifeld	24	self	24

**CARRIED**

18.2 That NO candidates for election to the Executive Committee had any "connections" with the original owner (developer) or caretaker in accordance with the Act.

**CARRIED**

18.3 That the number of members of the Executive Committee be determined at 5.

**CARRIED**

18.4 That the members of the Executive Committee be elected.

Elected Executive Committee members:	Lot No
Duncan Campbell	709
Alan Gorrie	377
Jimmy Ng	106
Eugene Glushankov	12
Penny Hung **	44

**\*\* Note:** The initial voting resulted in a tied number of votes received for the 5<sup>th</sup> position between Penny Hung and Gennadi Goifeld.

In accordance with legislative requirements, the chairman called for owners at the meeting to undertake a direct vote between the tied 2 candidates for the last committee position via a show of hands. The chairman declared that Penny Hung was the successful candidate in this vote.

**CARRIED**

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**19. BUILDING MANAGEMENT TENDER: (Motion requested by Lot 144)**

- 19.1 That the owners corporation put the manager contract up to tender and for the tender to be completed at an Extraordinary General Meeting, so residents decided on the building management contract in the best interests of the estate.
- 19.2 That the owners corporation from now only engage Building Management Companies that are resourced to maintain continuity of our day to day affairs.
- 19.3 That the owners corporation from now on engage Strata Management Companies that are resourced to maintain continuity of our day to day affairs.

**A poll vote was requested by the owner of Lot 144.**

**Votes FOR** by Unit Entitlements: 13,384  
**Votes AGAINST** by Unit Entitlements: 5,152

**CARRIED**

**20. CLOSURE OF LEISURE CENTRE 2:**

- 20.1 That the owners corporation under section 62 (3) specially resolve to approve the permanent closure of leisure centre two.

**LOST (UNANIMOUS VOTE)**

**21. SPECIAL BY-LAW – OCCUPANT RESTRICTION IN LOT**

- 21.1 That the Owners Corporation *specially resolve* pursuant to Section 47 of the Strata Schemes Management Act 1996 to make an additional by-law in the following terms:-

**SPECIAL BY-LAW**

- 1. An owner or occupier of a lot must not allow the lot to be occupied at any one time, as their usual residential address, by more than:
  - (i) 2 persons if there are no bedrooms separate from the living spaces within the lot; or
  - (ii) 3 persons if there is one bedroom within the lot; or
  - (iii) 2 persons for each bedroom of the lot if there are 2 or more bedrooms within the lot.

In calculating the number of bedrooms in a lot, the lounge room and dining room are not to be counted as a bedroom.
- 2. An owner or occupier of a lot must allow the Owners Corporation or its representative access to the lot at any time for the purpose of inspecting the lot to ascertain compliance with the terms of this by-law.

**LOST**

**Total Unit Entitlements (UE) votes cast on this motion were 18,522.**

**Unit Entitlements Votes cast against this Motion were 12873 (69.50%)**

**As more than 25% of the Unit Entitlements were cast against Motion 21, it was LOST as a Special Resolution.**

**Note:** Following considerable discussion, it was agreed that the above by law wording be reviewed, redrafted and then resubmitted for consideration at an Extraordinary General Meeting. Concerns were raised that the by-law should include "reasonable notice" when the owners corporation requests access into an apartment.



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**22. SPECIAL BY-LAW – THE EXTERNAL BLIND:**

22.1 That the Owners Corporation *specially resolve* pursuant to s.65A of the Strata Schemes Management Act 1996 to make an additional by-law in the following terms:

1. That the owner of Lots with a westerly aspect ("the owner"), by its agents and contractors, be authorised to add to, to alter and to erect new structures on the common property by undertaking the installation of an external blind to serve the balcony of the lot ("the external blind");
2. That the authority referred to in paragraph 1 is given by the Owners Corporation:
  - (i) on the basis that the ongoing maintenance of the external blind is the responsibility of the owner; and
  - (ii) on the further conditions set out in the Schedule of Conditions;
3. That a by-law be made in the following terms:

**SPECIAL BY-LAW**

1. The Owners Corporation having given authority pursuant to s.65A(1) of the Strata Schemes Management Act 1996 to the owner of Lots with a westerly aspect to add to, to alter and to erect new structures on the common property by the installation of an external blind to serve the balcony of the lot ("the external blind"), the owner for the time being of Lots with a westerly aspect ("the owner"):
  - (i) Shall be responsible for the ongoing maintenance of the external blind;
  - (ii) Must repair, renew and replace the external blind when necessary;
  - (iii) Must indemnify the Owners Corporation against any liability or expense arising out of the installation of the external blind, including any liability in relation to the external blind under s.65(6) of the Strata Schemes Management Act 1996; and
  - (iv) At the owner's expense must comply with any notice, order or requirement of the local Council, or of any Court or Tribunal having jurisdiction, concerning the external blind; and
  - (v) Shall be responsible for all reasonable expenses of the Owners Corporation incurred in the implementation and enforcement of this by-law with respect to the external blind installed to serve his lot.
2. In this by-law, "the external blind" includes all ancillary fixtures and fittings, including without limitation wiring and controls.

**Schedule of Conditions**

In this Schedule:

- (a) the installation of the external blind authorised by this resolution is referred to as "the works";
- (b) the owner of Lots with a westerly aspect is referred to as "the owner"; and
- (c) "the external blind" includes all ancillary fixtures and fittings, including without limitation wiring and controls.

**The Works**

1. Before starting the works, the owner must obtain the written approval of the Owners Corporation (which may not be withheld unreasonably and which may be conditional) of the works, including the design, specifications, materials, colour, location and manner of installation of the external blind.

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2. Before starting the works, the owner must provide the Owners Corporation with:
  - (i) a copy of any requisite approval of the local Council, including all drawings, specifications, conditions and notes;
  - (ii) a copy of any requisite construction certificate for the works, under Part 4A of the Environmental Planning & Assessment Act 1979;
  - (iii) a copy of the certificate of insurance relating to the works, if required under section 92 of the Home Building Act 1989;
  - (iv) evidence of currency for the duration of the works of Contractors' All Risks insurance cover with an authorised insurer (incorporating cover against public risk in respect of claims for death, injury, accident and damage occurring in the course of or by reason of the works to a minimum of \$10,000,000), to which both the owner and Strata Plan No. 53194 are named parties; and
  - (vi) A certification by a structural engineer in favour of the Owners Corporation (if requested by the Owners Corporation) that the works will not affect the structural integrity of the building or any part of it.
3. In undertaking the works, the owner must by himself, his agents, servants and contractors:-
  - (i) use best-quality and appropriate materials, in a proper and skilful manner;
  - (ii) comply with all conditions and requirements of the local Council;
  - (iii) comply with the Building Code of Australia, all pertinent Australian Standards and any manufacturer's specifications;
  - (iv) comply with the terms of any approval given by the Owners Corporation under these conditions;
  - (v) ensure that no water is permitted to penetrate any part of the lot, any other lot or the common property;
  - (vi) not allow the obstruction, for example by building materials, debris, tools, machines or motor vehicles, of reasonable use of the common areas of the strata scheme;
  - (vii) comply with any reasonable requirement of the Owners Corporation concerning:
    - (a) the means of entering and leaving the building for tradespeople, building materials, tools and debris, which requirements may include the provision of protective surface coverings for common property areas; or
    - (b) storage of materials and debris;
  - (viii) carry out the works between 8am and 5pm on Monday to Friday (inclusive), excluding public holidays; and
  - (ix) ensure that the works are completed within 2 weeks of commencement.
4. The owner may not make any material changes to the details of the works as approved in accordance with these conditions without the prior written consent of the local Council (if required) and the Owners Corporation.

**After the Works**

5. Within one month after completion of the works, the owner must give the Owners Corporation:
  - (i) (a) a copy of the applicable compliance certificate for the works under Part 4A of the Environmental Planning & Assessment Act 1979; and/or
  - (b) if the works, or part of the works, constitute exempt development when certain conditions are fulfilled, to which consent of the local Council is not required, evidence of compliance with those conditions; and
  - (ii) plans identifying the location of any altered electrical services, as installed.



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**Damage**

6. The owner must repair promptly at his own expense any damage caused or contributed to by the works including, without limitation, damage to the property of the Owners Corporation or the property of the owner or occupier of another lot in the strata scheme.

**Indemnity**

7. The owner must indemnify the Owners Corporation against any liability or expense arising out of the works including, without limitation, any liability under section 65(6) of the Strata Schemes Management Act 1996 for damage to the external blind. For the purposes of this condition, the certificate of the Owners Corporation's insurer will be conclusive evidence of the fact and of the amount of any increase in an insurance premium or excess payable by the Owners Corporation and attributable to the works.

**Insurance**

8. The owner must apply the proceeds of a claim in respect of insurance referred to in condition 2 (iii) to the repair or completion of the works, or to reimbursement for their prior repair or completion.
9. The Owners Corporation at its option may make and conduct any claim against an insurer in respect of insurance referred to in conditions 2 (iii) and (iv).
10. The owner appoints the Owners Corporation its attorney for the purposes of conditions 8 and 9, and at the request of the Owners Corporation will do any act required to give effect to this authority.

**Notices**

11. The owner at his own expense must comply with any notice, order or requirement of the local Council or other statutory authority, Tribunal or Court relating to the works.

**Breach of these Conditions**

12. If the owner is in breach of any of these conditions and fails to rectify that breach within 30 days of service of a written notice from the Owners Corporation requiring rectification of that breach, then the Owners Corporation may rectify any such breach and may recover the costs of the rectification together with the expenses of the Owners Corporation incurred in recovering those costs as a debt due from the owner.

**Costs**

13. The owner must meet all reasonable expenses of the Owners Corporation incurred in the implementation and enforcement of these conditions with respect to the external blind installed, or to be installed, to serve his lot.

**LOST**

**Total Unit Entitlements (UE) votes cast on this motion were 18,357.**

**Unit Entitlements Votes cast against this Motion were 9,875 (53.79%)**

**As more than 25% of the Unit Entitlements were cast against Motion 22, it was LOST as a Special Resolution.**

**CLOSURE:** There being no further business, the chairperson declared the meeting closed at 9.35pm

**Vote of Thanks to BCS Strata Management Pty Ltd**

The chairman proposed a vote of thanks to the BCS Strata Management team for their efforts in managing the affairs of Kimberley Estate over the last 3 years.

# Whelan Property Group

277 Pyrmont Street ULTIMO NSW 2007 ABN: 28 116 912 488

Ph: 02 9219 4111 Email: strata@whelanproperty.com.au

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## OWNER LEDGER from 22/04/20 to 22/04/21 Contribution Schedule

**S/Plan:** 53194  
**Building Address:** 83-93 Dalmeny Avenue

**Units:** 792

**Lots:** 792

**Suburb:** ROSEBERY  
**Building Name:** Kimberley Estate  
**GST?:** Yes

**State:** NSW **Post Code:** 2018

**ABN:** 43542025191  
**Manager:** Michael Price

Lot 392	Unit 392	Karina Virginia Widjaja			
Date	Ref	Details	Debit	Credit	Balance
22/04/20		<b>Opening Balance</b>	<b>\$38.76</b>		<b>\$38.76 DR</b>
19/06/20	1626	Receipt; Quarterly Admin/Capital Works Levy for 01/04/2020 to 30/06/2020 Levy Ref# 595 Interest Paid		\$38.76  \$0.84	\$0.00
19/06/20	1627	Receipt; Quarterly Admin/Capital Works Levy for 01/07/2020 to 30/09/2020 Levy Ref# 1399		\$1,502.84	\$1,502.84 CR
04/07/20	1399	Quarterly Admin/Capital Works Levy From: 01/07/2020 To: 30/09/2020	\$1,503.00		\$0.16 DR
18/09/20	2821	Receipt; Quarterly Admin/Capital Works Levy for 01/07/2020 to 30/09/2020 Levy Ref# 1399		\$0.16	\$0.00 DR
18/09/20	2822	Receipt; Quarterly Admin/Capital Works Levy for 01/10/2020 to 31/12/2020 Levy Ref# 2192		\$1,503.25	\$1,503.25 CR
01/10/20	2192	Quarterly Admin/Capital Works Levy From: 01/10/2020 To: 31/12/2020	\$1,503.25		\$0.00
01/01/21	2984	Quarterly Admin/Capital Works Levy From: 01/01/2021 To: 31/03/2021	\$1,485.25		\$1,485.25 DR
07/01/21	4428	Receipt; Quarterly Admin/Capital Works Levy for 01/01/2021 to 31/03/2021 Levy Ref# 2984		\$1,485.25	\$0.00
01/04/21	3900	Quarterly Admin/Capital Works Levy From: 01/04/2021 To: 30/06/2021	\$1,539.05		\$1,539.05 DR
01/04/21	5665	Receipt; Quarterly Admin/Capital Works Levy for 01/04/2021 to 30/06/2021 Levy Ref# 3900		\$1,539.05	\$0.00
		<b>Closing Balance</b>	<b>\$6,069.31</b>	<b>\$6,069.31</b>	<b>\$0.00</b>
		<b>Interest Due</b>	<b>\$0.00</b>		<b>\$0.00</b>
		<b>Total Balance</b>	<b>\$6,069.31</b>	<b>\$6,069.31</b>	<b>\$0.00</b>

# Whelan Property Group

277 Pyrmont Street ULTIMO NSW 2007 ABN: 28 116 912 488

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## Balance Sheet - S/Plan 88165 "DOMINION" 299 FORBES STREET, DARLINGHURST, NSW 2010 For the Financial Period 09/04/2020 to 31/07/2020

	Administrative	Capital Works	TOTAL THIS YEAR
<b>Assets</b>			
Cash At Bank			
Trust Account for SP 88165	\$143,361.91	\$53,141.93	\$196,503.84
<i>Macquarie Bank BSB: 182-222 Acc No: 285637641</i>			
Investment Account for SP 88165	\$0.02	\$0.00	\$0.02
<i>Macquarie Bank BSB: 182-222 Acc No: 224043745</i>			
Investment Account for SP 88165	\$0.00	\$164,044.00	\$164,044.00
<i>Macquarie Bank BSB: 182-222 Acc No: 281377788</i>			
Levies Receivable	\$8,199.05	\$314.61	\$8,513.66
Receivable--Other--Admin	\$5,845.81	\$0.00	\$5,845.81
GST Liability	\$1,137.84	\$(621.99)	\$515.85
<b>Total Assets</b>	<b>\$158,544.63</b>	<b>\$216,878.55</b>	<b>\$375,423.18</b>
<b>Liabilities</b>			
BAS Clearing	\$(0.17)	\$1.95	\$1.78
Creditors	\$4,305.00	\$0.00	\$4,305.00
Paid in Advance	\$133,822.93	\$4,774.30	\$138,597.23
<b>Total Liabilities</b>	<b>\$138,127.76</b>	<b>\$4,776.25</b>	<b>\$142,904.01</b>
<b>Net Assets</b>	<b>\$20,416.87</b>	<b>\$212,102.30</b>	<b>\$232,519.17</b>
<b>Owners Funds</b>			
Opening Balance	\$32,865.55	\$184,702.72	\$217,568.27
Net Income For The Period	\$(12,448.68)	\$27,399.58	\$14,950.90
<b>Total Owners Funds</b>	<b>\$20,416.87</b>	<b>\$212,102.30</b>	<b>\$232,519.17</b>

## Income and Expenditure Statement - S/Plan 88165 "DOMINION"

**299 FORBES STREET, DARLINGHURST, NSW 2010**

For the Financial Period 01/08/2019 to 31/07/2020

### Administrative Fund

	<b>TOTAL THIS YEAR</b>	<b>This Year Budget</b>	<b>Last Year Actual</b>
<b>Income</b>			
Interest on Arrears--Admin	\$1,061.27	\$0.00	\$0.00
Interest on Investments--Admin	\$0.33	\$0.00	\$0.00
Levies Due--Admin	\$647,709.18	\$647,700.00	\$0.00
Recovery--Legal Fees	\$194.00	\$0.00	\$0.00
Status Certificate Fees	\$436.00	\$0.00	\$0.00
Strata Roll Inspection Fees	\$93.00	\$0.00	\$0.00
<b>Total Administrative Fund Income</b>	<b>\$649,493.78</b>	<b>\$647,700.00</b>	<b>\$0.00</b>
<b>Expenses</b>			
Admin--Accounting	\$715.61	\$850.00	\$0.00
Admin--Agent Disbursements	\$3,725.12	\$2,000.00	\$0.00
Admin--Agent Disburst--Additional Fees	\$661.61	\$1,500.00	\$0.00
Admin--Audit Services	\$670.00	\$670.00	\$0.00
Admin--Bank Charges--With GST	\$0.00	\$50.00	\$0.00
Admin--Income Tax--Admin	\$307.00	\$200.00	\$0.00
Admin--Legal & Debt Collection Fees	\$225.96	\$100.00	\$0.00
Admin--Legal Fees	\$33,355.41	\$13,000.00	\$0.00
Admin--Levy Contribution--BMC	\$481,348.55	\$484,060.06	\$0.00
Admin--Management Fees--Standard	\$18,067.50	\$18,300.00	\$0.00
Admin--Misc Expenses--Admin	\$0.00	\$350.00	\$0.00
Admin--Other Expenses--Admin	\$209.90	\$0.00	\$0.00
Admin--Postage	\$18.90	\$0.00	\$0.00
Admin--Regist/License/Permit Fees	\$0.00	\$250.00	\$0.00
Admin--Status Certificate Fees Paid	\$436.00	\$0.00	\$0.00
Admin--Strata Inspection Fees Paid	\$93.00	\$0.00	\$0.00
Admin--Taxation Services	\$236.78	\$250.00	\$0.00
Building Management Services	\$76,384.80	\$78,200.00	\$0.00
Insurance--Premiums	\$3,060.85	\$4,000.00	\$0.00
Maint Bldg--Cleaning--Carpet/Furniture	\$454.55	\$0.00	\$0.00
Maint Bldg--Cleaning--Contracts	\$36,085.30	\$36,200.00	\$0.00
Maint Bldg--Fire Protection--False Alarm	\$1,760.00	\$2,000.00	\$0.00
Maint Bldg--General Repairs	\$841.35	\$2,500.00	\$0.00
Maint Bldg--Hot Water Service	\$1,542.50	\$2,500.00	\$0.00
Maint Bldg--Locks, Keys & Card Keys	\$140.00	\$0.00	\$0.00

Disclaimer: This report includes opening balances from a prior system for the period 01/08/2019 – 09/04/2020, which have been manually entered into PropertyIQ software. The opening balances are not reconciled by PropertyIQ and are included only for the purpose of producing a non-itemised, consolidated full-year income and expense report. PropertyIQ accepts no responsibility for the accuracy of the data contained within this report.



# Whelan Property Group

277 Pyrmont Street ULTIMO NSW 2007 ABN: 28 116 912 488

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## Income and Expenditure Statement - S/Plan 88165 "DOMINION"

299 FORBES STREET, DARLINGHURST, NSW 2010

For the Financial Period 01/08/2019 to 31/07/2020

### Administrative Fund

	<b>TOTAL THIS YEAR</b>	<b>This Year Budget</b>	<b>Last Year Actual</b>
Maint Bldg--Plumbing & Drainage	\$1,601.77	\$1,000.00	\$0.00
Utility--Water & Sewerage	\$0.00	\$0.00	\$0.00
<b>Total Administrative Fund Expenses</b>	<b>\$661,942.46</b>	<b>\$647,980.06</b>	<b>\$0.00</b>
<b>Administrative Fund Surplus/Deficit</b>	<b>\$(12,448.68)</b>	<b>\$(280.06)</b>	<b>\$0.00</b>
<b>Opening Balance for the period</b>	<b>\$32,865.55</b>	<b>\$0.00</b>	<b>\$0.00</b>
Fund Transfer	\$0.00	\$0.00	\$0.00
<b>Closing Balance for the period</b>	<b>\$20,416.87</b>	<b>\$(280.06)</b>	<b>\$0.00</b>

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**Income and Expenditure Statement - S/Plan 88165**  
**"DOMINION"****299 FORBES STREET, DARLINGHURST, NSW 2010**

For the Financial Period 01/08/2019 to 31/07/2020

**Capital Works Fund**

	<b>TOTAL THIS YEAR</b>	<b>This Year Budget</b>	<b>Last Year Actual</b>
<b>Income</b>			
Interest on Arrears--Capital	\$39.30	\$0.00	\$0.00
Interest on Investments--Capital	\$2,363.54	\$2,000.00	\$0.00
Levies Due--Capital	\$24,996.74	\$25,000.00	\$0.00
<b>Total Capital Works Fund Income</b>	<b>\$27,399.58</b>	<b>\$27,000.00</b>	<b>\$0.00</b>
<b>Expenses</b>			
Maint Bldg--Electrical	\$0.00	\$1,500.00	\$0.00
Maint Bldg--General Repairs	\$0.00	\$1,500.00	\$0.00
Maint Bldg--Plumbing & Drainage	\$0.00	\$1,500.00	\$0.00
<b>Total Capital Works Fund Expenses</b>	<b>\$0.00</b>	<b>\$4,500.00</b>	<b>\$0.00</b>
<b>Capital Works Fund Surplus/Deficit</b>	<b>\$27,399.58</b>	<b>\$22,500.00</b>	<b>\$0.00</b>
<b>Opening Balance for the period</b>	<b>\$184,702.72</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>Closing Balance for the period</b>	<b>\$212,102.30</b>	<b>\$22,500.00</b>	<b>\$0.00</b>

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**Lot Positions Report - S/Plan 88165**  
**"DOMINION"**  
**299 FORBES STREET, DARLINGHURST, NSW 2010**  
 For the Financial Period 09/04/2020 to 31/07/2020

**Administrative Fund**

Lot#	Unit#	Owner Name	Opening Balance	Levied	Special Levy	Paid	Closing Balance	Interest Paid
1	13	Eric Maurice Wimphen	\$0.00	\$1,928.86	\$0.00	\$1,928.86	\$0.00	\$0.00
2	7	P & R Law Property Pty Ltd	\$0.00	\$1,417.07	\$0.00	\$2,699.54	\$1,282.47 CR	\$0.00
3	8	Simon John Floyd Smith	\$0.00	\$924.80	\$0.00	\$924.80	\$0.00	\$15.20
4	9	Mr. Chien Hoong Gooi	\$0.00	\$925.10	\$0.00	\$1,762.27	\$837.17 CR	\$0.00
5	10	Hoerhim Kim	\$0.00	\$925.10	\$0.00	\$925.10	\$0.00	\$0.00
6	11	Bruce William Tattersall	\$0.00	\$925.10	\$0.00	\$1,762.27	\$837.17 CR	\$0.00
7	12	Jon William Anderson & Lance Melville Johnson	\$0.00	\$886.17	\$0.00	\$1,687.72	\$801.55 CR	\$0.00
8	39	Wilhelmina Elizabeth Duyvestyn	\$0.02	\$1,121.95	\$0.00	\$1,121.97	\$0.00	\$0.00
9	40	Paul Richard Miller	\$1,651.04	\$1,850.60	\$0.00	\$5,175.98	\$1,674.34 CR	\$104.42
10	41	Katherine Marie Burns	\$1,099.90 CR	\$1,063.01	\$0.00	\$924.97	\$961.86 CR	\$0.00
11	42	Leonardo Nucifora & Anna Maria Nucifora	\$2.76 CR	\$2,145.33	\$0.00	\$2,142.57	\$0.00	\$0.00
12	43	Seawant Pty Ltd ACN 002 700 174	\$0.00	\$1,417.07	\$0.00	\$2,699.54	\$1,282.47 CR	\$0.00
13	69	Derek George Smith	\$2,898.60 CR	\$1,928.86	\$0.00	\$2,790.44	\$3,760.18 CR	\$0.00
14	70	Brian Lum	\$0.00	\$1,928.86	\$0.00	\$3,674.45	\$1,745.59 CR	\$0.00
15	75	Mac Louis Robert Harrison	\$916.60 CR	\$886.17	\$0.00	\$771.12	\$801.55 CR	\$0.00
16	74	Pauline Gail Adam	\$0.00	\$886.17	\$0.00	\$1,687.72	\$801.55 CR	\$0.00
17	73	John Manuel Perez and Marilyn Perez	\$0.00	\$2,046.75	\$0.00	\$0.00	\$2,046.75	\$0.00
18	76	Emily Amelia Heather Allom, Pamela Anne Allom & Kenneth Goodwin Allom	\$1,527.60 CR	\$1,476.62	\$0.00	\$1,284.93	\$1,335.91 CR	\$0.00
19	71	Ping Shun David Tse & Wing Sheung Yick	\$0.00	\$1,928.86	\$0.00	\$3,674.45	\$1,745.59 CR	\$0.00
20	72	Woon Pin Chong & Belinda Tse	\$0.00	\$1,928.86	\$0.00	\$1,928.86	\$0.00	\$0.00
21	14	Jack Robert Eric Pratten	\$0.00	\$1,456.50	\$0.00	\$2,774.60	\$1,318.10 CR	\$0.00
22	15	Valerie Choo Lin Ong & Christopher Gen Min Lee	\$0.00	\$1,004.06	\$0.00	\$1,912.48	\$908.42 CR	\$0.00
23	16	Annie Chan	\$20.92 CR	\$1,004.06	\$0.00	\$983.14	\$0.00	\$0.00
24	17	John Douglas Murray	\$0.00	\$984.15	\$0.00	\$1,874.76	\$890.61 CR	\$0.00
25	18	David Scott Winlaw & Michelle Lousie Butler	\$0.00	\$984.15	\$0.00	\$984.15	\$0.00	\$0.00
26	19	Steven James Knapman	\$0.00	\$925.10	\$0.00	\$1,762.27	\$837.17 CR	\$0.00
27	44	Rosemary Herceg	\$3.23 CR	\$1,850.60	\$0.00	\$3,521.71	\$1,674.34 CR	\$0.00
28	45	Rachael Lavars	\$4.78 CR	\$2,007.12	\$0.00	\$0.00	\$2,002.34	\$0.00
29	46	Michael Edwin Tatham	\$0.00	\$1,121.95	\$0.00	\$2,137.24	\$1,015.29 CR	\$0.00
30	47	Dean Dusanic	\$2,321.90 CR	\$2,243.90	\$0.00	\$-78.00	\$0.00	\$0.00

**Lot Positions Report - S/Plan 88165**  
**"DOMINION"**  
**299 FORBES STREET, DARLINGHURST, NSW 2010**  
 For the Financial Period 09/04/2020 to 31/07/2020

**Administrative Fund**

Lot#	Unit#	Owner Name	Opening Balance	Levied	Special Levy	Paid	Closing Balance	Interest Paid
31	48	Alex Perry Family Holdings Pty Ltd	\$0.00	\$1,436.99	\$0.00	\$2,737.28	\$1,300.29 CR	\$0.00
32	79	Givet Pty Limited atf The Sammel Superannuation Fund	\$1,079.50 CR	\$1,043.19	\$0.00	\$907.73	\$944.04 CR	\$0.00
33	78	Annie Chan	\$22.70 CR	\$1,082.52	\$0.00	\$1,059.82	\$0.00	\$0.00
34	77	Emma Louise Alcock	\$0.00	\$2,145.33	\$0.00	\$2,145.33	\$0.00	\$0.00
35	80	Catherine Lindsay Hart	\$0.00	\$1,613.92	\$0.00	\$1,613.92	\$0.00	\$0.00
36	20	David Mordechai Levy	\$1,588.60 CR	\$1,535.56	\$0.00	\$1,336.31	\$1,389.35 CR	\$0.00
37	21	Jacques Le Maitre	\$1,120.20 CR	\$1,082.52	\$0.00	\$941.99	\$979.67 CR	\$0.00
38	22	Ewa Sarolis	\$0.00	\$1,082.52	\$0.00	\$1,082.52	\$0.00	\$0.00
39	23	Gerhardus Steyn Labuschagne	\$0.00	\$1,082.52	\$0.00	\$1,082.52	\$0.00	\$0.00
40	24	Deneng Lian	\$0.00	\$1,063.01	\$0.00	\$2,024.87	\$961.86 CR	\$0.00
41	25	Hesse Superannuation Pty Limited	\$0.00	\$1,063.01	\$0.00	\$2,024.87	\$961.86 CR	\$0.00
42	26	Kim Alexander Read Horn	\$0.00	\$984.15	\$0.00	\$1,874.76	\$890.61 CR	\$0.00
43	49	Ken Chui Wong	\$1,995.00 CR	\$1,928.86	\$0.00	\$1,679.45	\$1,745.59 CR	\$0.00
44	50	Michael Hayes Family Pty Ltd ACN 126 161 617 & John Hays Pty Ltd ACN 126 160 638 & Bryan Hayes Pty Ltd ACN 126 161 260 & Paul Hayes Pty Ltd ACN 126 160 969	\$2,220.00 CR	\$2,145.33	\$0.00	\$-74.67	\$0.00	\$0.00
45	51	W T & J Pty Ltd	\$0.00	\$1,141.67	\$0.00	\$2,174.77	\$1,033.10 CR	\$0.00
46	52	Annette Margaret Buckley	\$0.00	\$2,263.42	\$0.00	\$4,311.81	\$2,048.39 CR	\$0.00
47	53	Geoffrey Gabriel Nash	\$0.00	\$2,597.97	\$0.00	\$4,949.17	\$2,351.20 CR	\$0.00
48	54	Julie Ann Magafas & Michael Magafas	\$0.00	\$1,043.19	\$0.00	\$1,987.23	\$944.04 CR	\$0.00
49	87	Linda Maria Bordignon	\$0.00	\$2,676.83	\$0.00	\$2,676.83	\$0.00	\$0.00
50	81	Katherine Marie Burns & Peter Karl Friedrich Baacke	\$2,362.60 CR	\$2,283.53	\$0.00	\$1,987.14	\$2,066.21 CR	\$0.00
51	82	Neil Moody and Rafael Barini	\$1,161.00 CR	\$1,121.95	\$0.00	\$976.24	\$1,015.29 CR	\$0.00
52	83	Partment Property Pty Ltd	\$0.00	\$1,141.67	\$0.00	\$2,174.77	\$1,033.10 CR	\$0.00
53	84	Spintum Pty Ltd	\$0.00	\$1,850.60	\$0.00	\$3,524.94	\$1,674.34 CR	\$41.07
54	85	Patrick Toohey & Maureen Byrnes atf Patrick Toohey Superannuation Fund	\$0.00	\$1,712.40	\$0.00	\$3,262.06	\$1,549.66 CR	\$0.00
55	86	Partment Property Pty Ltd	\$0.00	\$1,063.01	\$0.00	\$2,024.87	\$961.86 CR	\$0.00
56	27	Elliot S Midalia, Neil D Midalia and Karen F Midalia	\$1,629.40 CR	\$1,574.59	\$0.00	\$1,370.16	\$1,424.97 CR	\$0.00
57	28	Sam Bungey	\$1,181.40 CR	\$1,141.67	\$0.00	\$993.37	\$1,033.10 CR	\$0.00

**Lot Positions Report - S/Plan 88165**  
**"DOMINION"**  
**299 FORBES STREET, DARLINGHURST, NSW 2010**  
 For the Financial Period 09/04/2020 to 31/07/2020

**Administrative Fund**

Lot#	Unit#	Owner Name	Opening Balance	Levied	Special Levy	Paid	Closing Balance	Interest Paid
58	29	Daniel Steven Kowalski & Anthony John Chapman	\$160.80 CR	\$1,141.27	\$0.00	\$1,010.27	\$29.80 CR	\$0.00
59	30	Timothy Phillip Barrass & Nancy Margaret Mendez	\$0.00	\$1,141.67	\$0.00	\$2,174.77	\$1,033.10 CR	\$0.00
60	31	Ettiene Pierre Van Der Westhuizen	\$0.00	\$1,121.95	\$0.00	\$1,121.95	\$0.00	\$12.91
61	32	Sarah Felicity Willsallen	\$0.00	\$1,180.90	\$0.00	\$1,180.90	\$0.00	\$2.20
62	55	Mark Alexander Ashhurst	\$0.00	\$2,224.09	\$0.00	\$4,236.86	\$2,012.77 CR	\$0.00
63	56	Ian Hunter Irving	\$0.00	\$3,345.84	\$0.00	\$3,345.84	\$0.00	\$0.00
64	57	Scott Laurence Goodier & Catherine Mary Sullivan	\$3,380.90 CR	\$3,267.28	\$0.00	\$2,843.19	\$2,956.81 CR	\$0.00
65	58	Nicholas Alan Swift & Lynette Darryl Shakespeare	\$0.00	\$2,676.83	\$0.00	\$5,099.28	\$2,422.45 CR	\$0.00
66	59	Steven Chong Cheah Liew	\$0.00	\$1,121.95	\$0.00	\$2,137.24	\$1,015.29 CR	\$0.00
67	93	Robert Barry Stuart	\$0.00	\$2,755.49	\$0.00	\$2,755.49	\$0.00	\$0.00
68	88	David Bruce Ireland	\$0.00	\$2,479.88	\$0.00	\$4,724.21	\$2,244.33 CR	\$0.00
69	89	Todd Anthony John Carroll & Antoinette Brigitte Martine Carroll	\$0.00	\$2,441.05	\$0.00	\$4,649.75	\$2,208.70 CR	\$40.80
70	90	Senthil Kumar Supramaniam	\$1,767.28	\$2,007.12	\$0.00	\$3,774.40	\$0.00	\$80.11
71	91	Robert John Kemp & Michael William Gow	\$0.00	\$1,850.60	\$0.00	\$1,850.60	\$0.00	\$0.00
72	92	Robert James Twomey	\$1,161.00 CR	\$1,121.95	\$0.00	\$976.24	\$1,015.29 CR	\$0.00
73	33	Artem Leontev	\$0.00	\$1,613.92	\$0.00	\$3,074.51	\$1,460.59 CR	\$0.00
74	34	Xiaoling Gao	\$0.00	\$2,007.12	\$0.00	\$0.00	\$2,007.12	\$0.00
75	35	Peter Boyle & Christine Frances Tasker	\$0.00	\$1,180.90	\$0.00	\$2,249.63	\$1,068.73 CR	\$0.00
76	36	Mary Ellen Sheahan & Martin Graham	\$0.00	\$1,161.58	\$0.00	\$2,212.50	\$1,050.92 CR	\$0.00
77	37	Reztekt Pty Ltd atf The Rezek Family Trust No 2	\$0.00	\$1,220.53	\$0.00	\$2,324.88	\$1,104.35 CR	\$0.00
78	60	Alfredo Estrada Manalac & David Nicholas Glover	\$0.00	\$2,381.51	\$0.00	\$4,536.78	\$2,155.27 CR	\$0.00
79	61	Nicole Vivien Solomon	\$0.00	\$3,641.26	\$0.00	\$6,936.50	\$3,295.24 CR	\$0.00
80	62	Helen Josephine Coates-Milton and Harold Mark Hastings Ainsworth	\$0.00	\$3,562.40	\$0.00	\$6,786.40	\$3,224.00 CR	\$0.00
81	63	John Joseph Woods & Charlotte Miriam Woods	\$0.00	\$2,775.40	\$0.00	\$5,286.91	\$2,511.51 CR	\$0.00

# Whelan Property Group

277 Pyrmont Street ULTIMO NSW 2007 ABN: 28 116 912 488

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## Lot Positions Report - S/Plan 88165 "DOMINION" 299 FORBES STREET, DARLINGHURST, NSW 2010 For the Financial Period 09/04/2020 to 31/07/2020

### Administrative Fund

Lot#	Unit#	Owner Name	Opening Balance	Levied	Special Levy	Paid	Closing Balance	Interest Paid
82	64	Maria Mavromatis	\$0.00	\$1,141.67	\$0.00	\$2,174.77	\$1,033.10 CR	\$0.00
83	99	Steven Mark Brouwer & Hans-Dieter Michatz	\$0.00	\$2,853.86	\$0.00	\$5,436.62	\$2,582.76 CR	\$0.00
84	94	Dowling Properties Pty Ltd	\$2,395.40 CR	\$2,637.20	\$0.00	\$2,628.63	\$2,386.83 CR	\$0.00
85	95	Spintum Pty Ltd	\$0.00	\$2,597.97	\$0.00	\$2,597.97	\$0.00	\$0.00
86	96	Liang Joo Leow	\$2.49 CR	\$2,145.33	\$0.00	\$0.00	\$2,142.84	\$0.00
87	97	Debra Jill Goldstein	\$0.00	\$1,928.86	\$0.00	\$3,674.45	\$1,745.59 CR	\$33.29
88	98	Scott Andrew Willsallen	\$11.55 CR	\$1,161.58	\$0.00	\$1,150.03	\$0.00	\$0.00
89	38	Lord Waheed Alli & Charles Andrew Parsons	\$3,075.40 CR	\$2,971.95	\$0.00	\$2,586.18	\$2,689.63 CR	\$0.00
90	65	Peter John Coote & Celia Christine Coote	\$0.00	\$4,231.71	\$0.00	\$8,061.32	\$3,829.61 CR	\$0.00
91	66	Roberto D'Angelo & Gerard Phillip Webster	\$4,020.60 CR	\$3,857.72	\$0.00	\$-134.28	\$28.60 CR	\$0.00
92	67	Malcolm Barry Froneman	\$2,912.40 CR	\$2,815.03	\$0.00	\$2,449.76	\$2,547.13 CR	\$0.00
93	68	Glen Leslie Inman	\$4,044.66 CR	\$2,597.57	\$0.00	\$3,238.76	\$4,685.85 CR	\$0.00
94	100	Su-Ming Wong & Lin-Lily Wong	\$6.64 CR	\$4,448.17	\$0.00	\$8,467.07	\$4,025.54 CR	\$0.00
95	101	Ms Elena Wise	\$0.00	\$3,857.72	\$0.00	\$10,974.92	\$7,117.20 CR	\$0.00
96	102	Carolyn Kaplan	\$0.00	\$3,719.82	\$0.00	\$7,086.31	\$3,366.49 CR	\$0.00
97	103	Geoffrey Alan Shepherd & Annette Jane Shepherd	\$0.00	\$2,046.85	\$0.00	\$3,899.31	\$1,852.46 CR	\$0.00
98	108	Wandy Robert Rarung	\$0.50 CR	\$4,742.90	\$0.00	\$9,035.12	\$4,292.72 CR	\$0.00
99	105	Martin Jones & Anne Christine Lenehan Jones	\$0.00	\$3,719.82	\$0.00	\$7,086.31	\$3,366.49 CR	\$0.00
100	106	Michael Thomas Meaney	\$1.77 CR	\$3,562.40	\$0.00	\$3,560.63	\$0.00	\$0.00
101	109	David Christopher Baker and Craig Matthew Hollway	\$0.00	\$7,341.47	\$0.00	\$13,985.39	\$6,643.92 CR	\$0.00
<b>Administrative Fund Totals</b>			<b>\$-40,912.46</b>	<b>\$196,826.92</b>	<b>\$0.00</b>	<b>\$281,538.34</b>	<b>\$-125,623.88</b>	<b>\$330.00</b>
						<b>Administrative Fund Arrears</b>	<b>\$8,199.05</b>	
						<b>Administrative Fund Advances</b>	<b>\$133,822.93</b>	

# Whelan Property Group

277 Pyrmont Street ULTIMO NSW 2007 ABN: 28 116 912 488

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## Lot Positions Report - S/Plan 88165 "DOMINION" 299 FORBES STREET, DARLINGHURST, NSW 2010 For the Financial Period 09/04/2020 to 31/07/2020

### Capital Works Fund

Lot#	Unit#	Owner Name	Opening Balance	Levied	Special Levy	Paid	Closing Balance	Interest Paid
1	13	Eric Maurice Wimphen	\$0.00	\$67.04	\$0.00	\$67.04	\$0.00	\$0.00
2	7	P & R Law Property Pty Ltd	\$0.00	\$49.33	\$0.00	\$98.86	\$49.53 CR	\$0.00
3	8	Simon John Floyd Smith	\$0.00	\$32.20	\$0.00	\$32.20	\$0.00	\$0.53
4	9	Mr. Chien Hoong Gooi	\$0.00	\$32.20	\$0.00	\$64.53	\$32.33 CR	\$0.00
5	10	Hoerhim Kim	\$0.00	\$32.20	\$0.00	\$32.20	\$0.00	\$0.00
6	11	Bruce William Tattersall	\$0.00	\$32.20	\$0.00	\$64.53	\$32.33 CR	\$0.00
7	12	Jon William Anderson & Lance Melville Johnson	\$0.00	\$30.43	\$0.00	\$61.39	\$30.96 CR	\$0.00
8	39	Wilhelmina Elizabeth Duyvestyn	\$0.00	\$39.05	\$0.00	\$39.05	\$0.00	\$0.00
9	40	Paul Richard Miller	\$64.80	\$64.40	\$0.00	\$185.98	\$56.78 CR	\$4.01
10	41	Katherine Marie Burns	\$0.00	\$36.89	\$0.00	\$74.04	\$37.15 CR	\$0.00
11	42	Leonardo Nucifora & Anna Maria Nucifora	\$0.00	\$74.67	\$0.00	\$74.67	\$0.00	\$0.00
12	43	Seawant Pty Ltd ACN 002 700 174	\$0.00	\$49.33	\$0.00	\$98.86	\$49.53 CR	\$0.00
13	69	Derek George Smith	\$0.00	\$67.14	\$0.00	\$134.56	\$67.42 CR	\$0.00
14	70	Brian Lum	\$0.00	\$67.04	\$0.00	\$134.46	\$67.42 CR	\$0.00
15	75	Mac Louis Robert Harrison	\$0.00	\$30.43	\$0.00	\$61.39	\$30.96 CR	\$0.00
16	74	Pauline Gail Adam	\$0.00	\$30.43	\$0.00	\$61.39	\$30.96 CR	\$0.00
17	73	John Manuel Perez and Marilyn Perez	\$0.00	\$71.25	\$0.00	\$0.00	\$71.25	\$0.00
18	76	Emily Amelia Heather Allom, Pamela Anne Allom & Kenneth Goodwin Allom	\$0.00	\$50.98	\$0.00	\$102.58	\$51.60 CR	\$0.00
19	71	Ping Shun David Tse & Wing Sheung Yick	\$0.00	\$67.04	\$0.00	\$134.46	\$67.42 CR	\$0.00
20	72	Woon Pin Chong & Belinda Tse	\$0.00	\$67.04	\$0.00	\$67.04	\$0.00	\$0.00
21	14	Jack Robert Eric Pratten	\$0.00	\$50.70	\$0.00	\$101.61	\$50.91 CR	\$0.00
22	15	Valerie Choo Lin Ong & Christopher Gen Min Lee	\$0.00	\$34.74	\$0.00	\$69.83	\$35.09 CR	\$0.00
23	16	Annie Chan	\$0.00	\$34.74	\$0.00	\$34.74	\$0.00	\$0.00
24	17	John Douglas Murray	\$0.00	\$34.25	\$0.00	\$68.65	\$34.40 CR	\$0.00
25	18	David Scott Winlaw & Michelle Lousie Butler	\$0.00	\$34.25	\$0.00	\$34.25	\$0.00	\$0.00
26	19	Steven James Knapman	\$0.00	\$32.20	\$0.00	\$64.53	\$32.33 CR	\$0.00
27	44	Rosemary Herceg	\$0.00	\$63.90	\$0.00	\$128.57	\$64.67 CR	\$0.00
28	45	Rachael Lavars	\$0.00	\$69.88	\$0.00	\$0.00	\$69.88	\$0.00
29	46	Michael Edwin Tatham	\$0.00	\$39.05	\$0.00	\$78.26	\$39.21 CR	\$0.00
30	47	Dean Dusanic	\$0.00	\$78.00	\$0.00	\$78.00	\$0.00	\$0.00

**Lot Positions Report - S/Plan 88165**  
**"DOMINION"**  
**299 FORBES STREET, DARLINGHURST, NSW 2010**  
 For the Financial Period 09/04/2020 to 31/07/2020

**Capital Works Fund**

Lot#	Unit#	Owner Name	Opening Balance	Levied	Special Levy	Paid	Closing Balance	Interest Paid
31	48	Alex Perry Family Holdings Pty Ltd	\$0.00	\$49.81	\$0.00	\$100.03	\$50.22 CR	\$0.00
32	79	Givet Pty Limited atf The Sammel Superannuation Fund	\$0.00	\$36.31	\$0.00	\$72.77	\$36.46 CR	\$0.00
33	78	Annie Chan	\$0.00	\$37.68	\$0.00	\$37.68	\$0.00	\$0.00
34	77	Emma Louise Alcock	\$0.00	\$74.67	\$0.00	\$74.67	\$0.00	\$0.00
35	80	Catherine Lindsay Hart	\$0.00	\$56.18	\$0.00	\$56.18	\$0.00	\$0.00
36	20	David Mordechai Levy	\$0.00	\$53.04	\$0.00	\$106.70	\$53.66 CR	\$0.00
37	21	Jacques Le Maitre	\$0.00	\$37.68	\$0.00	\$75.52	\$37.84 CR	\$0.00
38	22	Ewa Sarolis	\$0.00	\$37.68	\$0.00	\$37.68	\$0.00	\$0.00
39	23	Gerhardus Steyn Labuschagne	\$0.00	\$37.68	\$0.00	\$37.68	\$0.00	\$0.00
40	24	Deneng Lian	\$0.00	\$36.89	\$0.00	\$74.04	\$37.15 CR	\$0.00
41	25	Hesse Superannuation Pty Limited	\$0.00	\$36.89	\$0.00	\$74.04	\$37.15 CR	\$0.00
42	26	Kim Alexander Read Horn	\$0.00	\$34.25	\$0.00	\$68.65	\$34.40 CR	\$0.00
43	49	Ken Chui Wong	\$0.00	\$67.14	\$0.00	\$134.56	\$67.42 CR	\$0.00
44	50	Michael Hayes Family Pty Ltd ACN 126 161 617 & John Hays Pty Ltd ACN 126 160 638 & Bryan Hayes Pty Ltd ACN 126 161 260 & Paul Hayes Pty Ltd ACN 126 160 969	\$0.00	\$74.67	\$0.00	\$74.67	\$0.00	\$0.00
45	51	W T & J Pty Ltd	\$0.00	\$39.73	\$0.00	\$79.63	\$39.90 CR	\$0.00
46	52	Annette Margaret Buckley	\$0.00	\$78.78	\$0.00	\$157.90	\$79.12 CR	\$0.00
47	53	Geoffrey Gabriel Nash	\$0.00	\$90.43	\$0.00	\$181.24	\$90.81 CR	\$0.00
48	54	Julie Ann Magafas & Michael Magafas	\$0.00	\$36.31	\$0.00	\$72.77	\$36.46 CR	\$0.00
49	87	Linda Maria Bordignon	\$0.00	\$93.07	\$0.00	\$93.07	\$0.00	\$0.00
50	81	Katherine Marie Burns & Peter Karl Friedrich Baacke	\$0.00	\$79.07	\$0.00	\$158.87	\$79.80 CR	\$0.00
51	82	Neil Moody and Rafael Barini	\$0.00	\$39.05	\$0.00	\$78.26	\$39.21 CR	\$0.00
52	83	Partment Property Pty Ltd	\$0.00	\$39.73	\$0.00	\$79.63	\$39.90 CR	\$0.00
53	84	Spintum Pty Ltd	\$0.00	\$64.40	\$0.00	\$118.05	\$53.65 CR	\$1.43
54	85	Patrick Toohey & Maureen Byrnes atf Patrick Toohey Superannuation Fund	\$0.00	\$59.50	\$0.00	\$119.35	\$59.85 CR	\$0.00
55	86	Partment Property Pty Ltd	\$0.00	\$36.89	\$0.00	\$74.04	\$37.15 CR	\$0.00
56	27	Elliot S Midalia, Neil D Midalia and Karen F Midalia	\$0.00	\$54.81	\$0.00	\$109.85	\$55.04 CR	\$0.00
57	28	Sam Bungey	\$0.00	\$39.73	\$0.00	\$79.63	\$39.90 CR	\$0.00



**Lot Positions Report - S/Plan 88165**  
**"DOMINION"**  
**299 FORBES STREET, DARLINGHURST, NSW 2010**  
 For the Financial Period 09/04/2020 to 31/07/2020

**Capital Works Fund**

Lot#	Unit#	Owner Name	Opening Balance	Levied	Special Levy	Paid	Closing Balance	Interest Paid
58	29	Daniel Steven Kowalski & Anthony John Chapman	\$0.00	\$39.73	\$0.00	\$39.73	\$0.00	\$0.00
59	30	Timothy Phillip Barrass & Nancy Margaret Mendez	\$0.00	\$39.73	\$0.00	\$79.63	\$39.90 CR	\$0.00
60	31	Ettiene Pierre Van Der Westhuizen	\$0.00	\$39.05	\$0.00	\$25.69	\$13.36	\$0.45
61	32	Sarah Felicity Willsallen	\$0.00	\$41.10	\$0.00	\$40.33	\$0.77	\$0.90
62	55	Mark Alexander Ashhurst	\$0.00	\$77.41	\$0.00	\$155.15	\$77.74 CR	\$0.00
63	56	Ian Hunter Irving	\$0.00	\$116.46	\$0.00	\$116.46	\$0.00	\$0.00
64	57	Scott Laurence Goodier & Catherine Mary Sullivan	\$0.00	\$113.62	\$0.00	\$227.82	\$114.20 CR	\$0.00
65	58	Nicholas Alan Swift & Lynette Darryl Shakespeare	\$0.00	\$93.07	\$0.00	\$186.63	\$93.56 CR	\$0.00
66	59	Steven Chong Cheah Liew	\$0.00	\$39.05	\$0.00	\$78.26	\$39.21 CR	\$0.00
67	93	Robert Barry Stuart	\$0.00	\$95.91	\$0.00	\$95.91	\$0.00	\$0.00
68	88	David Bruce Ireland	\$0.00	\$86.32	\$0.00	\$173.00	\$86.68 CR	\$0.00
69	89	Todd Anthony John Carroll & Antoinette Brigitte Martine Carroll	\$0.00	\$84.95	\$0.00	\$170.26	\$85.31 CR	\$1.42
70	90	Senthil Kumar Supramaniam	\$69.45	\$69.88	\$0.00	\$124.53	\$14.80	\$2.96
71	91	Robert John Kemp & Michael William Gow	\$0.00	\$63.90	\$0.00	\$63.90	\$0.00	\$0.00
72	92	Robert James Twomey	\$0.00	\$39.05	\$0.00	\$78.26	\$39.21 CR	\$0.00
73	33	Artem Leontev	\$0.00	\$56.18	\$0.00	\$112.59	\$56.41 CR	\$0.00
74	34	Xiaoling Gao	\$0.00	\$69.88	\$0.00	\$0.00	\$69.88	\$0.00
75	35	Peter Boyle & Christine Frances Tasker	\$0.00	\$41.10	\$0.00	\$82.38	\$41.28 CR	\$0.00
76	36	Mary Ellen Sheahan & Martin Graham	\$0.00	\$40.12	\$0.00	\$80.71	\$40.59 CR	\$0.00
77	37	Reztekt Pty Ltd atf The Rezek Family Trust No 2	\$0.00	\$42.27	\$0.00	\$84.92	\$42.65 CR	\$0.00
78	60	Alfredo Estrada Manalac & David Nicholas Glover	\$0.00	\$82.89	\$0.00	\$166.13	\$83.24 CR	\$0.00
79	61	Nicole Vivien Solomon	\$0.00	\$126.64	\$0.00	\$253.91	\$127.27 CR	\$0.00
80	62	Helen Josephine Coates-Milton and Harold Mark Hastings Ainsworth	\$0.00	\$124.00	\$0.00	\$248.52	\$124.52 CR	\$0.00
81	63	John Joseph Woods & Charlotte Miriam Woods	\$0.00	\$96.40	\$0.00	\$193.40	\$97.00 CR	\$0.00

# Whelan Property Group

277 Pyrmont Street ULTIMO NSW 2007 ABN: 28 116 912 488

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## Lot Positions Report - S/Plan 88165 "DOMINION" 299 FORBES STREET, DARLINGHURST, NSW 2010 For the Financial Period 09/04/2020 to 31/07/2020

### Capital Works Fund

Lot#	Unit#	Owner Name	Opening Balance	Levied	Special Levy	Paid	Closing Balance	Interest Paid
82	64	Maria Mavromatis	\$0.00	\$39.73	\$0.00	\$79.63	\$39.90 CR	\$0.00
83	99	Steven Mark Brouwer & Hans-Dieter Michatz	\$0.00	\$99.34	\$0.00	\$199.10	\$99.76 CR	\$0.00
84	94	Dowling Properties Pty Ltd	\$0.00	\$91.80	\$0.00	\$183.99	\$92.19 CR	\$0.00
85	95	Spintum Pty Ltd	\$0.00	\$90.43	\$0.00	\$90.43	\$0.00	\$0.00
86	96	Liang Joo Leow	\$0.00	\$74.67	\$0.00	\$0.00	\$74.67	\$0.00
87	97	Debra Jill Goldstein	\$0.00	\$67.14	\$0.00	\$69.41	\$2.27 CR	\$1.16
88	98	Scott Andrew Willsallen	\$0.00	\$40.12	\$0.00	\$40.12	\$0.00	\$0.00
89	38	Lord Waheed Alli & Charles Andrew Parsons	\$0.00	\$103.45	\$0.00	\$207.33	\$103.88 CR	\$0.00
90	65	Peter John Coote & Celia Christine Coote	\$0.00	\$147.09	\$0.00	\$295.00	\$147.91 CR	\$0.00
91	66	Roberto D'Angelo & Gerard Phillip Webster	\$0.00	\$134.28	\$0.00	\$134.28	\$0.00	\$0.00
92	67	Malcolm Barry Froneman	\$0.00	\$97.37	\$0.00	\$195.75	\$98.38 CR	\$0.00
93	68	Glen Leslie Inman	\$0.00	\$90.43	\$0.00	\$181.24	\$90.81 CR	\$0.00
94	100	Su-Ming Wong & Lin-Lily Wong	\$0.00	\$154.73	\$0.00	\$310.21	\$155.48 CR	\$0.00
95	101	Ms Elena Wise	\$0.00	\$134.08	\$0.00	\$268.92	\$134.84 CR	\$0.00
96	102	Carolyn Kaplan	\$0.00	\$129.48	\$0.00	\$259.51	\$130.03 CR	\$0.00
97	103	Geoffrey Alan Shepherd & Annette Jane Shepherd	\$0.00	\$71.25	\$0.00	\$142.80	\$71.55 CR	\$0.00
98	108	Wandy Robert Rarung	\$0.00	\$165.10	\$0.00	\$330.90	\$165.80 CR	\$0.00
99	105	Martin Jones & Anne Christine Lenehan Jones	\$0.00	\$129.48	\$0.00	\$259.51	\$130.03 CR	\$0.00
100	106	Michael Thomas Meaney	\$0.00	\$124.00	\$0.00	\$124.00	\$0.00	\$0.00
101	109	David Christopher Baker and Craig Matthew Hollway	\$0.00	\$255.23	\$0.00	\$511.84	\$256.61 CR	\$0.00
<b>Capital Works Fund Totals</b>			<b>\$134.25</b>	<b>\$6,842.98</b>	<b>\$0.00</b>	<b>\$11,436.92</b>	<b>\$-4,459.69</b>	<b>\$12.86</b>
							<b>Capital Works Fund Arrears</b>	<b>\$314.61</b>
							<b>Capital Works Fund Advances</b>	<b>\$4,774.30</b>



## **CERTIFICATE OF CURRENCY**

### **THE INSURED**

POLICY NUMBER	NRSC17002721
PDS AND POLICY WORDING	SCIA-007_RSC-08/2014
THE INSURED	The Owners - Strata Plan No. 53194, 56729, 58586, 53997, 61596 & 52388
SITUATION	83-93 Dalmeny Avenue Rosebery NSW 2018
PERIOD OF INSURANCE	Commencement Date: 4.00pm on 31/05/20 Expiry Date: 4.00pm on 31/05/21
INTERMEDIARY	Coverforce Insurance Broking Pty Ltd
ADDRESS	Level 26, Tower One, International Towers Sydney Barangaroo NSW 2000
DATE OF ISSUE	4 June, 2020

### **POLICY LIMITS / SUMS INSURED**

SECTION 1	PART A	1. Building	\$132,770,560
	PART B	Loss of Rent/Temporary Accommodation	\$49,788,960
	OPTIONAL COVERS	1. Flood	Included
		2. Floating Floors	Included
		3. Lot Owners Wall Coverings	Included
SECTION 10	Lot Owners' Fixtures and Improvements		\$250,000

This certificate of currency has been issued by Strata Community Insurance Agencies Pty Ltd, ABN 72 165 914 009, AFSL 457787 on behalf of the insurer Allianz Australia Insurance Limited, ABN 15 000 122 850, AFSL 234708 and confirms that on the Date of Issue a policy existed for the Period of Insurance and sums insured shown herein. The Policy may be subsequently altered or cancelled in accordance with its terms after the Date of Issue of this notice without further notice to the holder of this notice. It is issued as a matter of information only and does not confer any rights on the holder or any noted interested parties. This certificate does not amend, extend, replace, negate or override the benefits, terms, conditions and exclusions as described in the Schedule documents together with the Product Disclosure Statement and insurance policy wording.



**WHELAN PROPERTY GROUP**  
STRATA MANAGEMENT SERVICES

**WHELAN PROPERTY GROUP**

ABN: 28 116 912 488

PO BOX 75, STRAWBERRY HILLS NSW 2012

277 PYRMONT STREET, ULTIMO NSW 2007

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ATTENTION: THE OWNERS, FIRST MORTGAGEES AND COVENANT CHARGEES OF LOTS IN  
STRATA PLAN 53194

**MINUTES OF THE ANNUAL GENERAL MEETING OF  
THE OWNERS - STRATA PLAN NO. 53194**

Meeting Title	Annual General Meeting
Strata Plan Number	53194 – “Kimberley Estate” 83-93 Dalmeny Avenue, Rosebery
Date & Venue	Thursday 28 April 2016 in the community Hall at 83-93 Dalmeny Avenue, Rosebery
Start Time	06:00 PM
Finish Time	08:55 PM
Present (in person or via proxy)	<p>Lots Present in Person: 1, 5, 12, 18, 24, 36, 37, 41, 49, 53, 59, 65, 66, 69, 73, 79, 84, 100, 104, 106, 123, 135, 142, 143, 146, 151, 153, 163, 176, 213, 223, 227, 229, 249, 256, 262, 265, 287, 297, 304, 310, 324, 364, 375, 377, 379, 398, 399, 429, 430, 438, 454, 459, 462, 463, 485, 517, 532, 533, 536, 537, 545, 551, 562, 567, 568, 581, 590, 591, 597, 600, 606, 615, 621, 647, 652, 656, 678, 679, 680, 710, 716, 719, 720, 730, 748, 751, 755, 762, 763, 772, 783, 785</p> <p>Lots Present by Proxy: 15, 16, 19, 21, 25, 28, 42, 45, 50, 55, 57, 61, 75, 85, 90, 91, 94, 110, 122, 127, 139, 141, 148, 154, 155, 156, 161, 164, 165, 168, 170, 171, 175, 180, 185, 187, 188, 205, 206, 207, 210, 212, 222, 224, 232, 233, 236, 245, 263, 286, 295, 296, 299, 308, 311, 312, 318, 323, 330, 332, 335, 353, 356, 357, 374, 380, 382, 383, 390, 407, 410, 411, 413, 429, 430, 447, 451, 452, 453, 459, 461, 476, 482, 487, 490, 497, 508, 512, 515, 519, 521, 530, 535, 542, 555, 602, 609, 623, 632, 642, 658, 663, 681, 700, 736, 737, 768, 779, 795</p>
In Attendance	<p><u>Whelan Property Group:</u> Michael Price Amanda Lahood Catharine Wiggins Sam Cochrane</p> <p><u>Pacific Building Management:</u> Ashley Thacker George Kazakis</p>
Chairperson	Michael Price

## 1.0 PREVIOUS MINUTES

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

## 2.0 FINANCIAL STATEMENTS

**RESOLVED:** That the audited financial statement of accounts for the period ended 30<sup>th</sup> September 2015 be adopted.

## 3.0 APPOINTMENT OF AN AUDITOR

**RESOLVED:** That the Owners Corporation appoint an Auditor for the financial period ending the 31<sup>st</sup> December 2016.

## 4.0 SPECIAL RESOLUTION FINANCIAL YEAR CHANGE

**SPECIALLY RESOLVED:** That the Owners – Strata Plan 53194 Specially Resolve to change the financial year of the Strata Scheme from 1 October – 30 September to 1 January – 31 December each year, so that the Annual General Meeting falls due in February/March each year rather than December/January.

It should be noted that the current financial year will be extended by an additional quarter, with the financial period to be from 1 October 2015 – 31 December 2016. All future financial year period will commence on 1 January and close on 31 December.

**UE For: 11,586**

**UE Against: 693**

## 5.0 EXTERNAL PAINTING AND REMEDIAL WORKS TENDERS – BLOCK B

**RESOLVED:** That the Owners Corporation resolved to accept one of the following shortlisted tenders taking note of the tender assessment report prepared by Integrated Consultancy Group which is enclosed with this agenda:

(A) Chaisam Pty Ltd	\$598,813 (GST Inclusive)	Project Length: 16 weeks
	<b>UE For: 698</b>	
(B) Contractors United Pty Ltd	\$581,372 (GST Inclusive)	Project Length: 20 weeks
	<b>UE For: 7757</b>	
(C) Sydbuilt Projects Pty Ltd	\$651,222 (GST Inclusive)	Project Length: 16 weeks
(D) Programmed Property Services	\$418,593 (GST Inclusive)	Project Length: 20 weeks
	<b>UE For: 862</b>	
(E) Robertson's Painting & Decorating	\$365,970 (GST Inclusive)	Project Length: 20 weeks
	<b>UE For: 2923</b>	
(F) National Building Maintenance	\$715,000 (GST Inclusive)	Project Length: 26 weeks

**With 7,757 Unit Entitlement Votes it was RESOLVED that the tender provided by Contractors United be accepted for the external painting and remedial works on Block B for \$581,372.**

#### 6.0 LEISURE CENTRE 2 – REFURBIHSMENT AND UPGRADE - GYM

**SPECIALLY RESOLVED:** That the Owners – Strata Plan 53194 Specially Resolved pursuant to section 65A of the Strata Schemes Management Act 1996 to refurbish and upgrade Leisure Centre 2 into a Health Centre - Gym.

**UE For: 9,865**

**UE Against: 2,818**

#### 7.0 LEISURE CENTRE 2 – REMEDIATION OF EXITSING FACILITY - POOL

**OUT OF ORDER:** That the Owners – Strata Plan 53194 resolved pursuant to section 62 of the Strata Schemes Management Act 1996 to repair Leisure Centre 2 restoring the pool and existing facilities to original condition.

#### 8.0 LEISURE CENTRE 2 – SCOPE & TENDER PROCESS

**AMENDED AND RESOLVED:** That the Owners Corporation resolved to engage Landlay to prepare a detailed specification and that an open tender process for the Leisure Centre 2 works approved under motion 6 and authorises the Executive Committee to accept the most competitive tender, taking into consideration cost and project length.

#### 9.0 GYM EQUIPMENT SUPPLIER

**MOTION DEFERRED:** That the Owners Corporation accepted one of the gym equipment supplier offers as listed below:

(A) Techno Gym

Option 1 – \$5,445.84 per month for 5 years

Option 2 – No second option provided.

(B) Precor

Option 1 – \$7,325.75 per month for 5 years

Option 2 - \$6,820.38 per month for 5 years

#### 10.0 ADOPTION OF SINKING FUND FORECAST

**RESOLVED:** That the Owners- Strata Plan 53194 adopt the Sinking Fund forecast prepared by the treasurer for the ensuing 5 years, after which time a further review will be undertaken pursuant to section 75A (4) of the Strata Schemes Management Act 1996.

#### 11.0 BUDGET

**RESOLVED:** That the statement of estimated receipts and payments (Budget) as presented by Whelan Property Group Pty Limited be adopted.

## 12.0 LEVIES

### 12.1 Administrative and Sinking Funds

**RESOLVED:** That levy contributions be determined in accordance with Section 76 (1) of the “Strata Schemes Management Act 1996” for the financial period commencing from **1<sup>st</sup> of October 2015** and be made payable in (5) **unequal** instalments

- Administrative Fund in the sum of \$3,206,770.84 (GST Inclusive)
- Sinking Fund in the sum of \$1,284,245.26 (GST Inclusive)

This strata scheme is registered for GST.

Number	Levy Period	Year	Issued	Administration	Sinking	Total
1	October	2015	Yes	\$646,337.33	\$100,622.63	\$746,959.96
2	January	2016	Yes	\$646,337.33	\$100,622.63	\$746,959.96
3	April	2016	No	\$656,032.06	\$361,000.00	\$1,017,032.06
4	July	2016	No	\$656,032.06	\$361,000.00	\$1,017,032.06
5	October	2016	No	\$656,032.06	\$361,000.00	\$1,017,032.06
				<b>\$3,260,770.84</b>	<b>\$1,284,245.26</b>	<b>\$4,545,016.10</b>

### 12.2 Levy Contributions

**RESOLVED:** That the first levy instalment due in the next financial year commencing January 2017 be made payable quarterly until re-determined by the Owners Corporation and such figure shall be:

- Administrative Fund \$665,872.48 (GST Inclusive) per quarter
- Sinking Fund \$366,415.00 (GST Inclusive) per quarter

### 12.3 Rescission of Final Two Special Levy Instalments

**RESOLVED:** That the Owners – Strata Plan 53194 rescinded the final two instalments due 1 July 2016 and 1 October 2016 for the external painting special levy struck under motion 13.2 at the Annual General Meeting held on Wednesday, 18 December 2013.

### 12.4 Re-allocation of Special Levy Funds

**RESOLVED:** That the Owners – Strata Plan 53194 resolved to re-allocate the special levy funds collected for the external painting and remedial works for use in the following projects:

- (A) External Painting & Remedial Works;
- (B) Leisure Centre 2 Remedial Works/Upgrade;
- (C) Internal Foyer Painting;
- (D) Any other remedial works as required;



#### 12.5 Levy Notices

**RESOLVED:** That all contributions be levied by notice from Whelan Property Group Pty Limited as delegated by the Owners Corporation in accordance with Section 78 of the “Strata Schemes Management Act 1996”.

#### 13.0 INSURANCE CONFIRMATION

**RESOLVED:** That the Owners Corporation confirmed/vary the following insurances:

	Insurance	Value Insured
6.1	Office Bearers Liability Insurance	\$10,000,000
6.2	Fidelity Guarantee Insurance	\$100,000
6.3	Public/Legal Liability Insurance	\$30,000,000

#### 14.0 RENEWAL OF INSURANCES

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

#### 15.0 EXECUTIVE COMMITTEE ELECTION

**RESOLVED:** That the number of positions on the Executive Committee be set at seven (7) with the following nominations for the Executive Committee considered:

Lot	Nominated Person
5	Emanuela D'urso
12	Eugene Glushankov
24	Gennadi Goifeld
106	Jimmy Ng
123	Natalia Maslov
229	Patricia Murphy
377	Alan Gorrie

The following nominees were elected to the Executive Committee for the ensuing year:

Lot	Elected Person
5	Emanuela D'urso
12	Eugene Glushankov
24	Gennadi Goifeld
106	Jimmy Ng
123	Natalia Maslov
229	Patricia Murphy
377	Alan Gorrie

#### **16.0 OWNERS CORPORATION RESTRICTIONS**

**RESOLVED:** That no additional class of matter is to be determined only by the Owners Corporation at a General Meeting.

#### **17.0 REMOVAL OF SECTION 80A LIMITATION**

**RESOLVED:** That the Owners Corporation resolved to remove the 10% limitation per budget line item imposed on the Executive Committee and instead impose a 10% limitation on the overall budget pursuant to Section 80A(2) of the “*Strata Schemes Management Act 1996*”.

#### **18.0 APPOINTMENT OF PACIFIC BUILDING MANAGEMENT GROUP**

**RESOLVED:** That the Owners – Strata Plan 53194 pursuant to section 40B of the Strata Schemes Management Act 1996, resolved to appoint Pacific Building Management Group as Caretaker for Kimberley Estate for a term of 3 years as per the Management Proposal included with this agenda.

#### **19.0 BONUS PAYMENT TO BUILDING MANAGER**

**RESOLVED:** That the Owners – Strata Plan 53194 resolved to pay \$5,000.00 as a bonus to George Kazakis for services rendered over the past 2 years, while carrying out his duties as Building Manager.

#### **20.0 WHELAN PROPERTY GROUP MANAGEMENT AGREEMENT RENEWAL**

**RESOLVED:** That the Owners – Strata Plan 53194 appointed Whelan Property Group Pty Ltd for a further term of 3 years as per the the Managing Agency Agreement circulated with this agenda and that the common seal be affixed pursuant to section 238 of the Strata Schemes Management Act 1996 to the agency agreement tabled, which incorporates instruments appointing Whelan Property Group Pty Limited and delegating all the powers, authorities, duties and functions referred to therein.

## 21.0 MEETING CLOSURE

### **CLOSURE:**

There being no further business the Chairperson declared the meeting closed at 08:55PM.

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**CHAIRPERSON**

---

**DATE**

**ATTENTION: THE OWNERS, FIRST MORTGAGEES AND COVENANT CHARGEES OF LOTS IN  
STRATA PLAN 53194**

**MINUTES OF THE EXECUTIVE COMMITTEE MEETING OF  
THE OWNERS - STRATA PLAN NO. 53194**

<b>Meeting Title</b>	Executive Committee Meeting
<b>Strata Plan Number</b>	53194 – “Kimberley Estate” 83-93 Dalmeny Avenue, Rosebery
<b>Date &amp; Venue</b>	Thursday 28 April 2016 in the community Hall at 83-93 Dalmeny Avenue, Rosebery
<b>Start Time</b>	09.00 PM
<b>Finish Time</b>	09:10 PM
<b>Present (in person or via proxy)</b>	Present in Person: A. Gorrie (Lot 377), E. Glushankov (Lot 12), G. Goifeld (Lot 24), N. Maslov (Lot 123), E. D’urso (Lot 5), P. Murphy (Lot 229), J. Ng (Lot 106)

**1.0 PREVIOUS MINUTES**

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

**2.0 OFFICE BEARERS**

**RESOLVED:** That the following members of the Executive Committee be appointed as office bearers;

Lot	Elected Person	Position
12	E. Glushankov	Secretary
229	P. Murphy	Chairperson
24	G. Goiefeld	Treasurer

**3.0 EXECUTIVE COMMITTEE REPRESENTATIVES**

**MOTION DEFEATED:** That the Executive Committee elect a representative and substitute representative to be the nominated contact person(s) to liaise/instruct Whelan Property Group Pty Limited on behalf of the Executive Committee.

**4.0 APPLICATIONS FOR APPROVAL**

**MOTION DEFERRED:** That the Executive Committee consider and approve any owner’s applications received since the last Executive Committee Meeting.

## **5.0 MEETING CLOSURE**

There being no further business the Chairperson declared the meeting closed at 9:10PM.

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**CHAIRPERSON**

---

**DATE**



**WHELAN PROPERTY GROUP**  
STRATA MANAGEMENT SERVICES

**WHELAN PROPERTY GROUP**

ABN: 28 116 912 488  
PO BOX 75, STRAWBERRY HILLS NSW 2012  
277 PYRMONT STREET, ULTIMO NSW 2007  
T: 02 9219 4111 | F: 02 9281 9915  
E: [strata@whelanproperty.com.au](mailto:strata@whelanproperty.com.au)  
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**THE OWNERS, FIRST MORTGAGEES AND COVENANT CHARGEES OF LOTS AND TENANTS IN  
STRATA PLAN 53194 | 83-93 DALMENY AVENUE ROSEBERY**

<b>MINUTES OF THE ANNUAL GENERAL MEETING OF THE OWNERS - STRATA PLAN NO. 53194</b>	
<b>Meeting Title</b>	Annual General Meeting
<b>Strata Plan Number</b>	53194 – “Kimberley Estate” 83-93 Dalmeny Avenue, Rosebery
<b>Date &amp; Venue</b>	Monday 17 July 2017 in the community Hall at 83-93 Dalmeny Avenue, Rosebery
<b>Start Time</b>	6:31PM
<b>Finish Time</b>	10:30PM
<b>Present (in person or via proxy)</b>	<p>Lots Present in Person: 3, 4, 5, 12, 15, 18, 21, 24, 25, 36, 37, 42, 44, 50, 53, 59, 60, 61, 65, 66, 73, 78, 80, 85, 87, 97, 100, 104, 106, 110, 116, 127, 136, 141, 149, 154, 157, 176, 177, 191, 197, 205, 210, 222, 223, 229, 237, 239, 243, 245, 254, 256, 266, 268, 270, 287, 296, 310, 324, 336, 351, 356, 367, 377, 382, 399, 412, 427, 429, 430, 431, 436, 438, 454, 455, 462, 463, 468, 493, 498, 512, 517, 521, 522, 523, 530, 531, 532, 533, 535, 536, 538, 539, 544, 551, 552, 553, 564, 567, 568, 587, 600, 603, 608, 617, 632, 647, 651, 652, 663, 667, 675, 678, 694, 700, 751, 756, 763, 775, 776, 782, 795</p> <p>Lots Present by Proxy: 19, 94, 99, 118, 155, 214, 227, 291, 333, 390, 407, 459, 508, 515, 516, 562, 573, 598, 642, 659, 731, 739, 755,</p>
<b>In Attendance</b>	<p><u>Whelan Property Group:</u> Michael Price Monique Bakker Bronwyn Eades Ebony Whelan</p> <p><u>Pacific Building Management:</u> Ashley Thacker George Kazakis</p>
<b>Chairperson</b>	Michael Price

Pursuant to Schedule 1, Clause 17 (4)(b) of the Strata Schemes Management Act 2015, after waiting 30 minutes the Chairperson declared all owners present in person or by proxy and who are entitled to vote to represent a quorum and declared the meeting open at 6:31PM.



#### **1.0 PREVIOUS MINUTES**

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

#### **2.0 KEY FINANCIAL INFORMATION**

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

#### **3.0 APPOINTMENT OF AN AUDITOR**

**RESOLVED:** That the Owners Corporation appoint an Auditor for the financial period ending the 31st December 2017.

#### **4.0 BUDGET AND LEVIES**

##### **4.1 Administrative and Capital Work Funds**

**RESOLVED:** That pursuant to section 79(2) and 81 of the *"Strata Schemes Management Act 2015"* the Owners Corporation estimates the expected expenditure in both the Administration Fund and Capital Works Fund for the budget year 01/01/2017 to 31/12/2017 set out in the budget circulated with the agenda.

##### **4.2 Levy Contributions**

**RESOLVED:** That pursuant to section 81 of the Strata Schemes Management Act 2015, the owner corporation determines the following amounts to be levied in 4 unequal instalments::

- Administrative Fund            \$2,756,853.00 per annum (GST Inclusive)
- Capital Works Fund            \$1,440,923.00 per annum (GST Inclusive)

This strata scheme is registered for GST.

Number	Levy Period	Year	Issued	Administration	Capital	Total
1	January	2017	Yes	\$665,872.48	\$366,415.00	\$1,032,287.48
2	April	2017	Yes	\$665,872.48	\$366,415.00	\$1,032,287.48
3	July	2017	Yes	\$712,554.02	\$354,046.50	\$1,066,600.52
4	October	2017	No	\$712,554.02	\$354,046.50	\$1,066,600.52
				<b>\$2,756,853.00</b>	<b>\$1,440,923.00</b>	<b>\$4,197,776.00</b>





**4.3 Levy Contributions – Administration/Capital Works**

**RESOLVED:** That the first levy instalment due in the next financial year 1<sup>st</sup> January 2018 be struck pursuant to section 81 of the Strata Schemes Management Act 2015 as follows:

■ Administrative Fund	\$689,213.25 per quarter (GST Inclusive)
■ Capital Works Fund	\$360,230.75 per quarter (GST Inclusive)

**4.4 Levy Notices**

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

**4.5 Capital Works Loan**

**MOTION DEFEATED:** That the Owners – Strata Plan 53194 resolves to enter into and execute a loan contract with Macquarie Bank Ltd (Macquarie) to fund the Owners Corporation obligations to finance the large Capital Works projects, inclusive of the external painting and remedial works, compulsory window lock installation, potential lift upgrades etc.

**UE For: 2543**

**UE Against: 5475**

**4.6 Affixing of Common Seal**

**MOTION OUT OF ORDER:** That the Owners – Strata Plan 53194 authorises and instructs the Strata Managing Agent to execute the loan contract in the presence of 2 committee members, one of whom must be the Chairperson or Secretary and to affix the common seal to the contract pursuant to section 237 of the Strata Schemes Management Act 2017.

**4.7 Acknowledgement of Loan Details**

**MOTION OUT OF ORDER:** That the Owners – Strata Plan 53194 acknowledges the following details:

- (a) Loan term is 10 years;
- (b) The maximum amount of credit available under the loan contract is \$2 Million; and
- (c) Members of the Owners Corporation approve the raising of funds to ensure the Owners Corporation can perform its obligations under the terms of the Loan Agreement.

**5.0 OVERDUE LEVY COLLECTION**

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

**6.0 PAYMENT PLANS**

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

## 7.0 STRATA AGENT COMMISSIONS

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

Insurance Commission	\$ 18,788.57
Training Commission	\$N/A
All Other Commissions	\$N/A

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

## 8.0 INSURANCE CONFIRMATION

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

## 9.0 BUILDING VALUATION

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

## 10.0 RENEWAL OF INSURANCES

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

## 11.0 STRATA COMMITTEE ELECTION

**RESOLVED:** That the Chairperson call for nominations for the Strata Committee and then the meeting determined the number of members that will constitute the Committee be the same as the number of nominations being nine (9).

Lot	Nominated Person
5	Emanuela D'urso
12	Eugene Glushankov
539	Gennadi Goifeld
106	Jimmy Ng
177	Peter Foltyn
229	Patricia Murphy
377	Alan Gorrie
756	Wilson Ong
775	Maria Diswe



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## **12.0 WHS REPORT AND ASBESTOS REPORT**

**RESOLVED:** That the Owners Corporation authorise and instruct Whelan Property Group Pty limited to obtain the following reports:

- (a) Work Health & Safety Report  
That “*Work Health and Safety Act*” requires the Owners Corporation to ensure the common areas provide a safe environment for all contractors, owners, occupiers and visitors passing through common property.
- (b) Asbestos Management Report  
The “*Work Health & Safety Act 2011*” requires the controller of a work place to obtain an asbestos report identifying all areas where asbestos may be found and requires an asbestos register and management plan to be kept on site and provided to all trades undertaking works at the property.

## **13.0 RESTRICTED MATTERS**

**RESOLVED:** That no additional class of matter is to be determined only by the Owners Corporation at a General Meeting.

## **14.0 LARGE SCHEME RESTRICTIONS (101 LOTS)**

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

## **15.0 ANNUAL FIRE SAFETY STATEMENT**

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

## **16.0 BLOCKS A & C | PAINTING TENDER**

**MOTION DEFERRED:** That the Owners Corporation resolves to accept one of the following shortlisted tenders taking note of the tender assessment report prepared by Integrated Consultancy Group which is enclosed with this agenda:

(A) A Fine Horse Pty Ltd weeks	\$1,206,461 (GST Inclusive)	Project	Length: 27
(B) Easytrades Australia Pty Ltd weeks	\$1,179,007 (GST Inclusive)	Project	Length: 35
(C) A Fine Horse Pty Ltd (Block C only) Project Length: 11 Weeks	\$499,235.00 (GST Inclusive)		
Easytrades Australia Pty Ltd (Block A only) Project Length: 17 Weeks	\$664,058.00 (GST Inclusive)		



**WHELAN PROPERTY GROUP**  
STRATA MANAGEMENT SERVICES

**17.0 BLOCKS A, C & U | COLOUR SCHEME (MOTION REQUESTED BY LOT 12)**

**RESOLVED:** That the Owners Corporation instructs the Strata Managing Agent to organise a survey of all owners in Blocks A, C & U (U will need to be similar to A given they are both at the entrance to the complex) providing them with two or three colour options.

The final decision regarding the colour will be determined by the Strata Committee based on the colour scheme that achieved the greatest support through the survey process.

**18.0 EMPLOYMENT OF BUILDING MANAGER ASSISTANT**

**MOTION DEFEATED:** That the Owners Corporation approves the employment of Fulltime Building Management Assistant to assist the Building Manager with the administration requirements associated with the Building Manager role.

**UE For: 2,274**

**UE Against: 3,150**

**19.0 BY-LAW CONSOLIDATION AND REVIEW (MOVED BY STRATA COMMITTEE)**

**SPECIAL RESOLUTION**

**MOTION DEFERRED TO STRATA COMMITTEE FOR FULL BY-LAW REVIEW:** That the Owners - Strata Plan 53194 specially resolves to adopted the new by-laws listed below and for their inclusion in the consolidated by-laws of Kimnberley Estate and instructs the Strata Managing Agent to take all actions necessary to register the consolidated by-laws inclusive of the below by-laws on the common property certificate of title CP/SP53194.

**Short Term Rentals**

The Owner of a Lot ("the Lot") who proposes to rent the Lot shall not permit the Lot to be offered for rental in any way or for any period that might breach the Permitted

Use Provisions of the zoning under which the Lot falls, or any regulations of Government Authorities or Regulations with respect to the prohibition of short-term, holiday or "executive" rentals.

All leases must be in the form of a Residential Tenancy Agreement and must be for a minimum term of 3 months. For clarity, Air B'n'B and/or similar services fail to comply with the requirements of this by-law.

**Smoking, Alcohol and Drugs**

An Owner, Occupier or Authorised User must not:

- a) smoke any cigarette, cigar or other product on Common Property, or allow smoke to enter Common Property or another Lot; and
- b) consume alcohol or use any illegal substance on Common Property.



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STRATA MANAGEMENT SERVICES

**20.0 SOLAR ENERGY PROPOSAL (MOTION REQUESTED BY LOT 539)**

**SPECIAL RESOLUTION**

**MOTION DEFERRED:** That the Owners – Strata Plan 53194 specially resolves to accept one of the Solar Panel proposals as presented at the meeting and circulated with the meeting papers and approves the installation of solar panels on the roof areas throughout the estate to offset electricity costs as per the accepted proposal.

**21.0 BUILDING MANAGEMENT SOFTWARE PROPOSAL (MOTION REQUESTED BY LOT 53)**

**MOTION DEFEATED:** That the Owners - Strata Plan 53194 resolves to purchase and implement the Building Link Software in the sum of \$19,128 (plus GST) per annum as per the proposal and brochure circulated with the meeting papers.

**22.0 COUNCIL ENFORCEMENT OF PARKING TIME LIMITS (MOTION REQUESTED BY LOT 53)**

**MOTION DEFERRED UNTIL PARKING FORUM HAS BEEN HELD:** That the Owners – Strata Plan 53194 specially resolves to change all visitor parking in circle road to timed parking, (time limit to be determined at the meeting) and instructs the Strata Managing Agent to take all actions necessary to enter into a parking management agreement with South Sydney Council, enabling council to patrol Kimberley Estate and issue fines on all owners, residents and visitors exceeding the approved parking period. (This may require timed parking signage to be installed at the entrance of the complex and throughout the estate).

**23.0 PERMISSION TO UTILISE VISITOR PARKING SPACE (MOTION REQUESTED BY LOT 633)**

**MOTION DEFERRED UNTIL PARKING FORUM HAS BEEN HELD:** That the Owners Corporation provide consent to the Owner of Lot 633 for their Motorhome to utilise a Visitor Parking space for the purposes of stocking up the motorhome between travels.

**24.0 FUNDS FOR SPECIFIC PURPOSES (MOTION REQUESTED BY LOT 53)**

**MOTION OUT OF ORDER:** That the Owners Corporation authorises the creation of a by-law enabling levies to be struck to fund special projects for the following groups of lot owners:

SP53194 - Lot 1-128

SP53997 – Lot 133-286

SP56729 – Lot 287-469

SP58586 – Lot 470-571

SP61596 – Lot 572-689

SP62388 – Lot 691-797

**25.0 STRATA COMMITTEE CODE OF CONDUCT**

**RESOLVED:** That the Owners Corporation adopts the following Code of Conduct for the newly appointed Executive Committee to sign:

A. Strata Committee Members have enormous trust placed upon them by their fellow Owners, both in general and when those Owners elect those Strata Committee Members to the Strata Committee. Therefore, this Code seeks that Strata Committee Members discharge their duties ethically.





**WHELAN PROPERTY GROUP**  
STRATA MANAGEMENT SERVICES

**B.** An Strata Committee Member must not gain a benefit over and above other Owners or a majority of those Owners unless that Strata Committee Member discloses such a benefit at any meeting of the Strata Committee where a motion relevant to such a benefit is considered, and makes that disclosure prior to the consideration of that motion.

**C.** A Strata Committee Member who stands to gain a benefit over and above other Owners or a majority of those Owners must not offer or provide misleading or inaccurate information to attempt to gain support for any motion relevant to such a benefit.

**D.** A Strata Committee Member, or a person who seeks to be elected as an Strata Committee Member, must comply with any disclosure requirements under law.

**26.0 BONUS PAYMENT TO BUILDING MANAGER (MOTION REQUESTED BY LOT 539)**

**AMENDED & RESOLVED:** That the Owners – Strata Plan 53194 resolves to pay a bonus of \$5,000.00 to George Kazakis for services rendered over the past 12 months, while carrying out his duties as Building Manager.

**27.0 REMOVAL OF BBQ AREA AT REAR OF BLOCK A & K (MOVED BY STRATA COMMITTEE)  
SPECIAL RESOLUTION**

**AMENDED & RESOLVED:** That the Owners – Strata Plan 53194 Specially Resolves pursuant to section 108 of the Strata Schemes Management Act 2015 to have the BBQ areas located at the rear of Blocks A & K removed and replaced by landscaping and that the tap that currently exists at the BBQ areas remain.

**UE For: 3,74  
910**

**UE**

**Against:**

**28.0 LEISURE CENTRE 3 OPENING HOURS EXTENSION**

**MOTION WITHDRAWN:** That the Owners – Strata Plan 53194 amend the opening hours of Lesure Centre 3 to open at 5:30am, to enable more residents to utilise the facility prior to heading into work.

**29.0 MEETING CLOSURE**

There nbeing no further business the Chairperson declared the meeting closed at 10:30PM.

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**CHAIRPERSON**

---

**DATE**



**WHELAN PROPERTY GROUP**  
STRATA MANAGEMENT SERVICES

**THE STRATA COMMITTEE, OWNERS, FIRST MORTGAGEES AND  
COVENANT CHARGEES OF LOTS IN STRATA PLAN 53194 | 83-93 DALMENY AVENUE ROSEBERY**

**MINUTES OF THE STRATA COMMITTEE MEETING OF  
THE OWNERS - STRATA PLAN NO. 53194**

<b>Meeting Title</b>	Strata Committee Meeting
<b>Strata Plan Number</b>	53194 – “Kimberley Estate” 83-93 Dalmeny Avenue, Rosebery
<b>Date &amp; Venue</b>	Monday 17 July 2017 in the Community Hall at 83-93 Dalmeny Avenue, Rosebery
<b>Start Time</b>	10:31PM
<b>Finish Time</b>	10:35PM
<b>Present (in person or via proxy)</b>	Present in Person: A. Gorrie (Lot 377), E. Glushankov (Lot 12), G. Goifeld (Lot 24), W. Ong (Lot 756), E. D'urso (Lot 5), P. Murphy (Lot 229), J. Ng (Lot 106), P. Foltyn (Lot 177), M. Diswe (Lot 775).

**1.0 PREVIOUS MINUTES**

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

**2.0 OFFICE BEARERS**

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

377	A. Gorrie	Secretary
229	P. Murphy	Chairperson
539	G. Goifeld	Treasurer

**3.0 STRATA COMMITTEE REPRESENTATIVES**

**RESOLVED:** That the Strata Committee elect a representative Patricia Murphy and substitute representative Gennadi Goifeld to be the nominated contact person(s) to liaise/instruct Whelan Property Group Pty Limited on behalf of the Strata Committee.



**WHELAN PROPERTY GROUP**  
STRATA MANAGEMENT SERVICES

#### **4.0 MEETING CLOSURE**

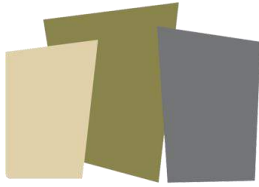
There being no further business the Chairperson declared the meeting closed at 10:35PM

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**CHAIRPERSON**

---

**DATE**



**WHELAN PROPERTY GROUP**  
STRATA MANAGEMENT SERVICES

**WHELAN PROPERTY GROUP**

ABN: 28 116 912 488

PO BOX 75, Strawberry Hills, NSW 2010

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6 September 2017

To All Owners  
Kimberley Estate  
83-93 Dalmeny Avenue  
**ROSEBERY NSW 2018**

Dear Sir/Madam,

**RE: STRATA PLAN 53194 | 83-93 DALMENY AVENUE, ROSEBERY  
EXTROARDINARY GENERAL MEETING MINUTES**

We write as the Strata Managing Agents of Kimberley Estate and enclose a copy of the minutes of the Extraordinary General Meeting held on Wednesday, 30 August 2017.

As you would be aware, a special levy notice was issued last week due and payable on 1 September 2017. This levy was stuck at the Extraordinary General Meeting and is the first of two special levy instalments. The first instalment will provide the cash flow required to fund the external painting and remedial works for blocks A & C.

We wish to remind all owners that there is a 1 month grace period for all levies where no interest or arrears fees are accrued. This means that no penalties or interest will be charged should payment of the special levy be received by 30 September 2017.

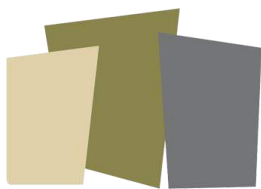
The second instalment of the special levy is due and payable on 1 February 2017 and the levy notices for this special levy payment will be issued in December 2017. This second instalment will provide the cash flow required to partially fund the external painting and remedial works on Block U, with the balance of funds to come from the Capital Works fund.

Should you have any questions in relation to the works these levies will be funding please do not hesitate to contact the undersigned.

Yours faithfully,

**WHELAN PROPERTY GROUP PTY LTD**

**MICHAEL PRICE**  
**Licensed Strata Manager**



**WHELAN PROPERTY GROUP**  
STRATA MANAGEMENT SERVICES

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THE OWNERS, FIRST MORTGAGEES AND COVENANT CHARGEES OF LOTS AND TENANTS IN  
STRATA PLAN 53194 | 83-93 DALMENY AVENUE ROSEBERY

**MINUTES OF THE EXTRAORDINARY GENERAL MEETING OF  
THE OWNERS - STRATA PLAN NO. 53194**

Meeting Title	Extraordinary General Meeting
Strata Plan Number	53194 – “Kimberley Estate” 83-93 Dalmeny Avenue, Rosebery
Date & Venue	Held on Wednesday 30 <sup>th</sup> August 2017 the Community Hall at 83-93 Dalmeny Avenue, Rosebery
Start Time	6:31PM (Registration commenced at 5:30pm)
Finish Time	7:58PM
Present (in person or via proxy)	<p>Lots Present in Person: 3, 5, 15, 21, 24, 42, 44, 49, 60, 65, 87, 104, 106, 116, 118, 123, 149, 151, 163, 177, 197, 204, 220, 229, 245, 254, 258, 269, 278, 281, 293, 309, 326, 377, 379, 382, 427, 429, 431, 433, 434, 435, 436, 443, 460, 462, 485, 488, 493, 498, 512, 516, 521, 523, 530, 531, 532, 533, 535, 536, 539, 544, 551, 562, 564, 568, 575, 591, 623, 700, 703, 730, 751, 755, 756, 775</p> <p>Lots Present by Proxy: 69, 94, 99, 142, 144, 145, 150, 155, 206, 214, 227, 256, 304, 318, 333, 364, 390, 407, 411, 412, 438, 508, 515, 517, 625, 642, 729, 731</p>
In Attendance	<p><u>Whelan Property Group:</u> Michael Price, Leisl Nutt, Bronwyn Eades, Ebony Whelan and Roger Hua</p> <p><u>Pacific Building Management:</u> George Kazakis</p>
Chairperson	Michael Price

Pursuant to Schedule 1, Clause 17 (4)(b) of the Strata Schemes Management Act 2015, after waiting 30 minutes the Chairperson declared all owners present in person and by proxy and who are entitled to vote to represent a quorum and declared the meeting open at 6:31PM.

**1.0 PREVIOUS MINUTES**

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

## 2.0 SPECIAL LEVY - EXTERNAL PAINTING & REMEDIAL WORKS

**RESOLVED:** That pursuant to section 81(4) of the Strata Schemes Management Act, 2015 the Owners – Strata Plan 53194 resolves to strike a special levy to the Capital Works Fund in the sum of \$2 Million, payable in accordance with unit entitlements in two equal instalments due on 1 September 2017 and 1 February 2018 for the purpose of providing the cash flow required to continue the external painting and remediation project.

UE FOR: 2971

UE AGAINST:1094

## 3.0 CAPITAL WORKS LOAN

**MOTION OUT OF ORDER:** That the Owners – Strata Plan 53194 resolves to enter into and execute a loan contract with Macquarie Bank Ltd (Macquarie) to fund the Owners Corporation obligations to finance the large Capital Works projects, inclusive of the external painting and remedial works, compulsory window lock installation, potential lift upgrades etc.

### AFFIXING COMMON SEAL

**MOTION OUT OF ORDER:** That the Owners – Strata Plan 53194 authorises and instructs the Strata Managing Agent to execute the loan contract in the presence of 2 committee members, one of whom must be the Chairperson or Secretary and to affix the common seal to the contract pursuant to section 237 of the Strata Schemes Management Act 2015.

## 4.0 ACKNOWLEDGEMENT OF LOAN DETAILS

**MOTION OUT OF ORDER:** That the Owners – Strata Plan 53194 acknowledges the following details:

- (a) Loan term is 10 years;
- (b) The maximum amount of credit available under the loan contract is \$2 Million; and
- (c) Members of the Owners Corporation approve the raising of funds to ensure the Owners Corporation can perform its obligations under the terms of the Loan Agreement.

## 5.0 EXTERNAL PAINTING AND REMEDIAL WORKS - BLOCKS A & C

**RESOLVED:** That the Owners – Strata Plan 53194 accepted the quotations for the painting and remediation of Blocks A & C as noted below:

Easytrades Australia Pty Ltd (Block A only)	\$664,058.00 (GST Inclusive)
Project Length: 17 Weeks	

A Fine Horse Pty Ltd (Block C only)	\$499,235.00 (GST inclusive)
Project Length: 11 Weeks	

The Strata Manager will notify both contractors and Integrated Consultancy Group so that contracts can be prepared and works can commence as soon as practical.

## 6.0 BUILDING MANAGER ASSISTANT - TWO ADDITIONAL DAYS

**RESOLVED:** That the Owners – Strata Plan 53194 to approve the employment of a Building Management Assistant for two additional days a week to assist the building manager with the administration requirements associated with the Building Manager role.



#### **7.0 MEETING CLOSURE**

There being no further business the Chairperson declared the meeting closed at 7:58PM.

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**CHAIRPERSON**

---

**DATE**



**WHELAN PROPERTY GROUP**  
STRATA MANAGEMENT SERVICES

**WHELAN PROPERTY GROUP**

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**THE OWNERS, FIRST MORTGAGEES AND COVENANT CHARGEES OF LOTS AND TENANTS IN  
STRATA PLAN 53194 | 83-93 DALMENY AVENUE ROSEBERY**

<b>MINUTES OF THE ANNUAL GENERAL MEETING OF THE OWNERS - STRATA PLAN NO. 53194</b>	
<b>Meeting Title</b>	Annual General Meeting
<b>Strata Plan Number</b>	53194 – “Kimberley Estate” 83-93 Dalmeny Avenue, Rosebery
<b>Date &amp; Venue</b>	<b>Friday, 10 August 2018 in Grace City Church located at 937 Bourke Street, Waterloo</b>
<b>Start Time</b>	6:30PM
<b>Finish Time</b>	10:55PM
<b>Present (in person or via proxy)</b>	Lots Present in Person: 1, 2, 3, 4, 12, 15, 20, 21, 23, 24, 28, 32, 42, 44, 46, 49, 55, 59, 62, 69, 70, 73, 78, 85, 87, 94, 99, 100, 104, 116, 117, 118, 120, 123, 125, 126, 142, 143, 144, 145, 147, 149, 154, 155, 157, 162, 163, 176, 177, 178, 179, 190, 191, 194, 198, 204, 205, 206, 207, 208, 213, 220, 223, 224, 227, 229, 234, 236, 237, 243, 245, 249, 250, 253, 254, 256, 258, 260, 269, 270, 287, 290, 294, 296, 300, 304, 305, 322, 326, 332, 335, 336, 337, 339, 353, 358, 364, 365, 366, 373, 375, 377, 379, 382, 393, 398, 399, 407, 408, 412, 414, 418, 422, 423, 425, 429, 431, 435, 436, 437, 439, 444, 446, 454, 462, 463, 468, 476, 482, 485, 487, 488, 491, 493, 494, 508, 510, 512, 515, 517, 521, 523, 528, 531, 532, 533, 534, 535, 536, 538, 539, 543, 547, 562, 563, 564, 571, 574, 584, 588, 589, 591, 597, 598, 603, 606, 611, 621, 623, 625, 626, 627, 633, 642, 646, 647, 650, 652, 656, 658, 659, 676, 678, 679, 684, 688, 691, 694, 696, 697, 703, 706, 708, 710, 716, 726, 730, 731, 747, 751, 754, 756, 761, 763, 775, 776, 779, 780, 782, 783, 785, 786, 789
<b>In Attendance</b>	<u><b>Whelan Property Group:</b></u> Michael Price Jon Porter Caitlin Moore Natalie Lantay  <u><b>Pacific Building Management:</b></u> Shawn Kim  Nicholas Zayat
<b>Chairperson</b>	Michael Price (By invitation)



#### 1.0 PREVIOUS MINUTES

**RESOLVED:** That the Minutes of the last General Meeting of the Owners Corporation held on 30 August 2017 be confirmed as a true record and account of the proceedings of that Meeting.

#### 2.0 KEY FINANCIAL INFORMATION

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

#### 3.0 APPOINTMENT OF AN AUDITOR

**RESOLVED:** That the Owners Corporation appoint an Auditor for the financial period ending the 31st December 2018.

#### 4.0 BUDGET AND LEVIES

##### 4.1 Administrative and Capital Work Funds

**RESOLVED:** That pursuant to section 79(2) and 81 of the "Strata Schemes Management Act 2015" the Owners Corporation estimates the expected expenditure in both the Administration Fund and Capital Works Fund for the budget year 01/01/2018 to 31/12/2018 set out in the budget circulated

**Motions 4.2, 4.3 and 4.4 were determined by Poll Vote and were resolved with the following votes:**

**Unit Entitlements For: 7919**

**Unit Entitlement Against: 5747**

##### 4.2 Levy Contributions

**RESOLVED:** That pursuant to section 81 of the Strata Schemes Management Act 2015, the owner corporation determines the following amounts to be levied in 4 equal instalments::

■ Administrative Fund	\$3,163,500.00 per annum (GST Inclusive)
■ Capital Works Fund	\$1,284,234.48 per annum (GST Inclusive)

This strata scheme is registered for GST.

Number	Levy Period	Year	Issued	Administration	Capital	Total
1	January	2018	Yes	\$689,213.25	\$360,230.75	\$1,049,444.00
2	April	2018	Yes	\$689,213.25	\$360,230.75	\$1,049,444.00
3	July	2018	Yes	\$689,213.25	\$360,230.75	\$1,049,444.00
4	October	2018	No	\$1,095,860.25	\$203,542.23	\$1,299,402.48
				<b>\$3,163,500.00</b>	<b>\$1,284,234.48</b>	<b>\$4,447,734.48</b>



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**4.3 Levy Contributions – Administration/Capital Works**

**RESOLVED:** That the first levy instalment due in the next financial year 1<sup>st</sup> January 2019 be struck pursuant to section 81 of the Strata Schemes Management Act 2015 as follows:

■ Administrative Fund	\$790,875.00 per quarter (GST Inclusive)
■ Capital Works Fund	\$337,111.55 per quarter (GST Inclusive)

**4.4 Levy Notices**

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

**5.0 OVERDUE LEVY COLLECTION**

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

**6.0 PAYMENT PLANS**

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

**7.0 BLOCK U | REMEDIAL WORKS AND PAINTING TENDERS**

**RESOLVED:** That the Owners Corporation resolves to accept the tender provided by Easytrades Australia Pty Ltd.

(A) Easytrades Australia Pty Ltd	\$866,500.00 (GST Inclusive)
Project Length: 16 weeks	

**8.0 CHAMBERS RUSSELL LAWYERS APPOINTMENT RATIFICATION**

**RESOLVED:** That the Owners - Strata Plan 53194 ratifies the appointment of Chambers Russell Lawyers pursuant to section 103 of the Strata Schemes Management Act 2015 and section 26(1) of the Strata Schemes Management Regulations 2016, to represent the Owners Corporation as respondent to the application (File No. SC 18/10398) in relation to the validity of resolutions from the Extraordinary General Meeting held on 30 August 2017.

**Unit Entitlements For: 7,645**

**Unit Entitlements Against: 5,846**



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#### **9.0 STRATA COMMITTEE ELECTION**

**RESOLVED:** That the Chairperson called for nominations for the Strata Committee and then the meeting determined the number of members that will constitute the committee to be nine (9).

Lot	Nominated Person
5	Emanuela D'urso
12	Eugene Glushankov
789	Sung Duc
754	Sonia Dart
177	Peter Foltyn
229	Patricia Murphy
521	Gabriel Thielbeer
756	Wilson Ong
775	Maria Diswe
444	Marina Kirillova
429	Guilherme De Souza
431	Bo Jiang
564	Ken Xue
531	Mark Unger
85	Tatiana Oshuiko
53	Yakov Golubchik
260	Robert Mitchell
377	Shaun Davies

**As the nominations exceeded the positions available the persons elected to the committee were determined by ballot as follows:**



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Lot	Elected Persons
177	Peter Foltyn
229	Patricia Murphy
429	Guilherme De Souza
521	Gabriel Thielbeer
564	Ken Xue
754	Sonia Dart
756	Wilson Ong
775	Maria Diswe
789	Sung Duc

#### **10.0 STRATA AGENT COMMISSIONS**

**ACKNOWLEDGED:** That the Owners Corporation acknowledged that the Strata Manager received the following commissions:

Insurance Commission	\$21,833.35
Training Commission	\$N/A
All Other Commissions	\$N/A

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

#### **11.0 INSURANCE CONFIRMATION**

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

#### **12.0 BUILDING VALUATION**

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

#### **NOTE**

- Last valuation undertaken 11/05/2016
- Refer to attached for breakdown of current insurance policy





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### **13.0 RENEWAL OF INSURANCES**

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

**The following amendment was moved by the owner of lot 260 and seconded by lot 730:**

**AMENDED MOTION:** That the Strata Managing Agent is given a standing direction to renew the insurance policy in the absence of instructions from the Strata Committee as at the date of renewal.

**The Chairperson put the proposed amendment to motion 13 to a vote with the majority of owners present in person or by proxy in favour of the amendment. That being the case the meeting considered the following motion:**

**RESOLVED:** That the Strata Managing Agent is given a standing direction to renew the insurance policy in the absence of instructions from the Strata Committee as at the date of renewal.

### **14.0 RESTRICTED MATTERS**

**RESOLVED:** That no additional class of matter is to be determined only by the Owners Corporation at a General Meeting.

### **15.0 ANNUAL FIRE SAFETY STATEMENT**

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

### **16.0 SMOKING, ALCOHOL AND DRUGS BY-LAW (MOVED BY STRATA COMMITTEE)**

#### **SPECIAL RESOLUTION**

**SPECIALLY RESOLVED:** That the Owners - Strata Plan 53194 specially resolved to adopt the new Smoking, Alcohol and Drugs by-law listed below and approves its inclusion in the consolidated by-laws of Kimberley Estate and instructs the Strata Managing Agent to take all actions necessary to register the consolidated by-laws inclusive of the below by-law on the common property certificate of title CP/SP53194.

#### **Smoking, Alcohol and Drugs**

An Owner, Occupier or Authorised User must not:

- a) smoke any cigarette, cigar or other product on Common Property, or allow smoke to enter Common Property or another Lot; and
- b) consume alcohol or use any illegal substance on Common Property.

**Unit Entitlements For: 11,281**

**Unit Entitlements Against: 1,307**

### **17.0 GYM OPENING TIME**

**Motion moved by the owner of lot 454**

**RESOLVED:** That the Owners Corporation resolved to open one of the Gym facilities for use by residents from 5am, to enable parents and workers opportunity to utilise the gym facilities before



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family and work commitments occupy their day and that the Strata Committee be authorised to cancel the extension for any reasons, if such action is considered appropriate.

#### **18.0 CAPITAL WORKS FUND**

**Moved by the owners of lots 444**

**Motion:**

- (a) Review the 10 year plan for capital works fund budget.
- (b) Marina Kirillova
- (c) The 10 year capital works fund should **not** require the raising of special levies and should be funded from normal levy contributions. The review is necessary as the raising of an urgent special levy of \$2,000,000 to fund painting should not have been necessary and this work should have been factored into normal levy contributions and is poor management of Owners Corporations funds and the capital works program.

**The following amendment was moved by the owner of lot 488 and seconded by lot 775 to remove points (b) & (c):**

**Motion:** Review the 10 year plan for capital works fund budget.

**The Chairperson put the proposed amendment to motion 18 to a vote with the majority of owners present in person or by proxy in favour of the amendment. That being the case the meeting considered the following motion:**

**RESOLVED:** Review the 10 year plan for capital works fund budget.

#### **19.0 SECTION 102(2) SPENDING LIMITATION**

**Moved by the owners of lots 444**

**MOTION DEFEATED:**

- (a) To determine if any matter or type of matter is to be determined only by the Owners Corporation in General Meeting, spending limits pursuant to s.102 (2) of the Strata Schemes Management Act be reinstated for administrative and capital works expenditure for SP 53194.
- (b) Marina Kirillova
- (c) The urgent special levies of \$2,000,000 in 2017 were to fund overruns in capital works expenditure and were more than 10% and show poor management on behalf of the Strata Committee. The expenditure limits were removed at the 2016 AGM and should be re-instated.



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## **20.0 CAPITAL WORKS BUDGET**

**Moved by the owners of lots 444**

**MOTION OUT OF ORDER AS DEALT WITH UNDER BUDGET MOTIONS:**

- (a) Capital works budget to be identified by line item and any variances of actual cost compared to the budgeted cost from the 10 year plan to **highlight**.
- (b) Marina Kirrilova
- (c) All actual costs that exceed budget cost of the 10 year plan have to be identified in accordance with s.79 (6) of the Strata Schemes Management Act.

## **21.0 MEETING CLOSURE**

There being no further business the Chairperson declared the meeting closed at 10:55pm.

---

CHAIRPERSON

---

DATE



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**THE STRATA COMMITTEE, OWNERS, FIRST MORTGAGEES AND  
COVENANT CHARGEES OF LOTS IN STRATA PLAN 53194 | 83-93 DALMENY AVENUE ROSEBERY**

<b>NOTICE OF AN STRATA COMMITTEE MEETING OF THE OWNERS - STRATA PLAN NO. 53194</b>	
Meeting Title	Strata Committee Meeting
Strata Plan Number	53194
Date and Venue	Friday, 10 <sup>th</sup> August 2018 in Grace City Church located at 937 Bourke Street, Waterloo
Start Time	Immediately following the Annual General Meeting
Closing Time	11:00PM
Attendees	(229) P. Murphy, (756) W. Ong, (775) M. Diswe, (177) P. Foltyn, (789) S. Duc, (521) G. Thielbeer, (429) Guilherme De Souza, (564) Ken Xue
Apologies	(754) Sonia Dart
Chairperson	Michael Price

**1.0 PREVIOUS MINUTES**

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

**2.0 OFFICE BEARERS**

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

756	W. Ong	Secretary
229	P. Murphy	Chairperson
775	M. Diswe	Treasurer

**3.0 STRATA COMMITTEE REPRESENTATIVES**

**RESOLVED:** That the Strata Committee elect Patricia Murphy as representative and Wilson Ong as substitute representative to be the nominated contact person(s) to liaise/instruct Whelan Property Group Pty Limited on behalf of the Strata Committee.

**4.0 MEETING CLOSURE**

There being no further business the Chairperson declared the meeting closed at 11:00pm.

\_\_\_\_\_  
CHAIRPERSON

\_\_\_\_\_  
DATE



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STRATA MANAGEMENT SERVICES

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THE OWNERS, FIRST MORTGAGEES AND COVENANT CHARGEES OF LOTS AND TENANTS IN  
STRATA PLAN 53194 | 83-93 DALMENY AVENUE ROSEBERY

<b>MINUTES OF ANNUAL GENERAL MEETING OF THE OWNERS - STRATA PLAN NO. 53194</b>	
Meeting Title	Annual General Meeting
Strata Plan Number	53194
Date & Venue	<b>Friday, 23 August 2019 in Grace City Church located at 937 Bourke Street, Waterloo</b>
Start Time	6:30 PM
Finish Time	9:40 PM
Present (in person or via proxy)	Lots Present in Person: 1, 3, 12, 15, 18, 20, 21, 23, 24, 33, 34, 37, 42, 43, 44, 48, 49, 53, 55, 60, 65, 66, 73, 77, 78, 80, 85, 90, 99, 100, 104, 116, 118, 123, 147, 154, 157, 158, 162, 171, 177, 178, 179, 181, 190, 191, 198, 204, 205, 206, 207, 214, 220, 224, 229, 234, 236, 237, 239, 243, 245, 247, 249, 250, 254, 256, 258, 260, 262, 265, 269, 270, 287, 289, 296, 316, 320, 322, 326, 336, 343, 349, 351, 353, 358, 373, 375, 377, 379, 382, 400, 408, 412, 414, 416, 418, 421, 425, 428, 430, 431, 432, 435, 436, 439, 442, 443, 444, 445, 448, 449, 451, 452, 453, 454, 460, 462, 463, 464, 468, 470, 482, 485, 487, 488, 491, 494, 498, 500, 508, 512, 516, 523, 528, 530, 532, 536, 539, 545, 549, 560, 563, 564, 567, 574, 575, 584, 587, 588, 589, 598, 615, 616, 622, 623, 625, 630, 642, 643, 646, 649, 652, 653, 658, 659, 667, 672, 676, 678, 679, 685, 688, 694, 696, 697, 703, 708, 710, 729, 730, 739, 741, 751, 756, 757, 763, 775, 776, 778, 779, 782, 783, 784, 789, 792, 793.
In Attendance	<b><u>Whelan Property Group:</u></b> Michael Price Christoper Whelan Raquel Barr Amanda Lahood Matthew Hua Jung Tak Jeon  <b><u>Pacific Building Management:</u></b> Jack Moran Nicholas Zayat  <b><u>Madison Marcus Lawyers</u></b> James Moir Emily Daaboul
Chairperson	Michael Price (By Invitation)

## 1.0 PREVIOUS MINUTES

**RESOLVED:** That the Minutes of the last General Meeting of the Owners Corporation held on 30 August 2018 be confirmed as a true record and account of the proceedings of that Meeting.

*Prior to a vote being taken on motion two representatives of Whelan Property Group and Kooper & Levi provided a brief presentation and answered questions from the floor. The Chairperson declared voting to be conducted via ballot and owners were directed to fill out their voting papers. James Moir and Emily Daaboul of Madison Marcus Lawyers were responsible for collecting and counting voting papers.*

## 2.0 APPOINTMENT OF WHELAN PROPERTY GROUP

**RESOLVED:** That the Owners – Strata Plan 53194 appoint Whelan Property Group Pty Limited as the Managing Agent of the Owners Corporation on a 2 year, plus 1 year option contract and that the Common Seal be affixed pursuant to Section 273 of the Strata Schemes Management Act, 2015 to the Agency Agreement tabled at this meeting, which incorporate instruments appointing Whelan Property Group Pty Limited and delegating all the powers, authorities, duties and functions referred to therein pursuant to section 52 of the Strata Schemes Management Act 2015.

*Unit Entitlements For: 7,484*

*Unit Entitlements Against: 4110*

## 3.0 APPOINTMENT OF KOOPER & LEVI

**MOTION RULED OUT OF ORDER:** That the Owners – Strata Plan 53194 appoint Kooper & Levi Strata Management Services as the Managing Agent of the Owners Corporation on a 2 year, plus 1 year option contract and that the Common Seal be affixed pursuant to Section 273 of the Strata Schemes Management Act, 2015 to the Agency Agreement tabled at this meeting, which incorporate instruments appointing Kooper & Levi Strata Management and delegating all the powers, authorities, duties and functions referred to therein pursuant to section 52 of the Strata Schemes Management Act 2015.

## 4.0 APPOINTMENT OF DYNAMIC PROPERTY SERVICES

**MOTION RULED OUT OF ORDER:** That the Owners – Strata Plan 53194 appoint Dynamic Property Services Pty Ltd as the Managing Agent of the Owners Corporation on a 2 year, plus 1 year option contract and that the Common Seal be affixed pursuant to Section 273 of the Strata Schemes Management Act, 2015 to the Agency Agreement tabled at this meeting, which incorporate instruments appointing Dynamic Property Services Pty Ltd and delegating all the powers, authorities, duties and functions referred to therein pursuant to section 52 of the Strata Schemes Management Act 2015.

## 5.0 KEY FINANCIAL INFORMATION

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

## 6.0 APPOINTMENT OF AN AUDITOR

**RESOLVED:** That the Owners Corporation appoint an Auditor for the financial period ending the 31st December 2019.

---



## 7.0 CAPITAL WORKS FUND FORECAST

**RESOLVED:** That the Owners – Strata Plan 53194 adopts the Capital Works Fund Forecast and the recommended contributions to the Capital Works Fund for the next 5 years.

## 8.0 BUDGET AND LEVIES

### 8.1 Administrative and Capital Work Funds

**RESOLVED:** That pursuant to section 79(2) and 81 of the “Strata Schemes Management Act 2015” the Owners Corporation estimates the expected expenditure in both the Administration Fund and Capital Works Fund for the budget year 01/01/2019 to 31/12/2019 set out in the budget circulated

### 8.2 Levy Contributions

**RESOLVED:** That pursuant to section 81 of the Strata Schemes Management Act 2015, the owner corporation determines the following amounts to be levied in 4 equal instalments representing a 1.5% increase:

■ Administrative Fund	\$3,163,500.00 per annum (GST Inclusive)
■ Capital Works Fund	\$1,423,500.00 per annum (GST Inclusive)

This strata scheme is registered for GST.

Number	Levy Period	Year	Issued	Administration	Capital	Total
1	January	2019	Yes	\$790,875.00	\$337,111.55	\$1,127,986.55
2	April	2019	Yes	\$790,875.00	\$337,111.55	\$1,127,986.55
3	July	2019	Yes	\$790,875.00	\$337,111.55	\$1,127,986.55
4	October	2019	No	\$790,875.00	\$412,165.35	\$1,203,040.35
				<b>\$3,163,500.00</b>	<b>\$1,423,500.00</b>	<b>\$4,587,000.00</b>

### 8.3 Levy Contributions – Administration/Capital Works

**RESOLVED:** That the first levy instalment due in the next financial year 1<sup>st</sup> January 2020 be struck pursuant to section 79(6) and section 81 of the Strata Schemes Management Act 2015, which represents a 3.87% increase as follows:

■ Administrative Fund	\$790,875.00 per quarter (GST Inclusive) (Unchanged)
■ Capital Works Fund	\$402,138.75 per quarter (GST Inclusive) (as per forecast)

### 8.4 Levy Notices

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

## 9.0 OVERDUE LEVY COLLECTION

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

## 10.0 PAYMENT PLANS

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

## 11.0 BLOCK L, M, N | REMEDIAL WORKS AND PAINTING TENDERS

**UNANIMOUSLY RESOLVED:** That the Owners Corporation resolved to accept from Easytrades Australia Pty Ltd tender as noted below:

(A) Easytrades Australia Pty Ltd	\$760,540.00 (GST Inclusive)
Project Length: 18 weeks	

## 12.0 COLOUR SCHEME CHANGE BLOCKS L, M, N SPECIAL RESOLUTION

**SPECIALLY RESOLVED:** That the Owners – Strata Plan 53194 specially resolves to change the colour scheme of blocks L, M, N.

*Unit Entitlements For: 8,925*

*Unit Entitlement Against: 2488*

*No more than 25% of votes were against the motion therefore the motion was resolved.*

Owners were asked to select their colour scheme preference from the 3 colour schemes provided by the Dulux Consultant with the following results:

*No Colour Scheme selected: 84*

*Colour Scheme 1: 5*

*Colour Scheme 2: 20*

*Colour Scheme 3: 72*

*As none of the colour schemes achieved a 51% majority vote the SM will seek two additional colour schemes for consideration at a paper EGM in due course.*

## 13.0 STRATA COMMITTEE ELECTION

**RESOLVED:** That the Chairperson called for nominations for the Strata Committee and then the meeting determined the number of members that will constitute the committee to be nine (9).

---

Lot	Nominated Person
789	Sung Duc
177	Peter Foltyn
229	Patricia Murphy
775	Maria Diswe
444	Marina Kirillova
564	Ken Xue
85	Tatiana Oshuiko
53	Yakov Golubchik
191	Tyson Pickavance
560	Nicholas Cauzac
776	Adrian Erdedi
679	Adrian Thompson
428	Andrew Madej

**As the nominations exceeded the positions available the persons elected to the committee were determined by ballot as follows:**

Lot	Elected Persons
789	Sung Duc
679	Adrian Thompson
177	Peter Foltyn
229	Patricia Murphy
776	Adrian Erdedi
775	Maria Diswe
564	Ken Xue

191	Tyson Pickavance
560	Nicholas Cauzac

#### 14.0 STRATA AGENT COMMISSIONS

**RESOLVED:** That the Owners Corporation acknowledges that the Strata Manager received the following commissions:

Insurance Commission	\$21,833.00
Training Commission	\$N/A
All Other Commissions	\$N/A

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

#### 15.0 INSURANCE CONFIRMATION

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

#### 16.0 RENEWAL OF INSURANCES

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

#### 17.0 RESTRICTED MATTERS

**RESOLVED:** That no additional class of matter is to be determined only by the Owners Corporation at a General Meeting.

#### 18.0 ANNUAL FIRE SAFETY STATEMENT

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

#### 19.0 UPGRADE OF CCTV FACILITIES

##### SPECIAL RESOLUTION

**SPECIALLY RESOLVED:** That the Owners – Strata Plan 53194 special resolves pursuant to section 108 of the Strata Schemes Management Act, 2015 to increase the CCTV camera facilities by adding cameras throughout the estate in basement garage areas, common areas including circle road to better protect residents from criminal elements that may enter the property with sinister intent.

*Unit Entitlements For: 8,785*

*Unit Entitlements Against: 2,918*

*No more than 25% of votes were against the motion therefore the motion was resolved.*

## **20.0 COMMUNITY GARDEN SPECIAL RESOLUTION**

**MOTION DEFEATED:** That the Owners – Strata Plan 53194 specially resolves pursuant to section 108 of the Strata Schemes Management Act, 2015 to add a community garden in the location of the recently removed BBQ area behind Block A, and that a budget of \$5,000 be approved to build the garden.

*Unit Entitlements For: 6,569*

*Unit entitlements Against: 3,974*

*More than 25% of votes were against the motion therefore the motion was defeated.*

## **21.0 INSTALLATION OF AIR PURIFIERS SPECIAL RESOLUTION**

**MOTION DEFEATED:** That the Owners – Strata Plan 53194 specially resolves pursuant to section 108 of the Strata Schemes Management Act, 2015 to add air purifiers in all garbage rooms to improve the amenity for all owners.

*Unit Entitlements For: 7,460*

*Unit Entitlements Against: 3,157*

*More than 25% of votes were against the motion therefore the motion was defeated.*

## **22.0 CHANGE OF USE LC1, LC3 or LC4 – MOVED BY LOT 429 SPECIAL RESOLUTION**

**MOTION DEFEATED:** That the Owners – Strata Plan 53194 special resolves pursuant to section 108 of the Strata Schemes Management Act, 2015 to change the use of one of the gyms in LC1, LC3, or LC4 into a child play area, given the estate is already very well catered for with LC2 and that the SC be authorised to determine the most appropriate gym to be converted.

*Unit Entitlements For: 644*

*Unit Entitlements Against: 10,937*

*More than 25% of votes were against the motion therefore the motion was defeated.*

## **23.0 OTHER MEANS OF VOTING – MOVED BY LOT 429**

**RESOLVED:** That the Owners – Strata Plan 53194 pursuant to section 28, schedule 1 of the Strata Schemes Management Act 2015 and section 14 of the Strata Schemes Management Regulations 2016, the Owners Corporation resolves to permit voting by the following means:

- (a) Voting by means of teleconference, video- conferencing, email or other electronic means while participating in a meeting from a remote location;
- (b) Voting means of email or other electronic means before the meeting at which the matter (not being an election) is to be determined by the Owners Corporation (pre-electronic voting).

## **24.0 RECORDING OF FUTURE GENERAL MEETINGS – MOVED BY UNIT 429**

**RESOLVED:** That the Owners – Strata Plan 53194 resolves to permit all future general meetings to be recorded by a committee representative or Strata Managing Agent and that all future General Meeting notices must include notification that the meeting will be recorded and all owners who choose to participate in the meeting consent to being recorded.

**25.0 WORKS & APPROVAL OF WORKS BY-LAW – MOVED BY UNIT 775**

**SPECIAL RESOLUTION**

**SPECIALLY RESOLVED:** That the Owners – Strata Plan 53194 Specially Resolves pursuant to section 141 of the Strata Schemes Management Act 2015 that an additional by-law be made, By-Law No. 45 – Works & Approval of Works – on the terms attached to the notice of this meeting, and that notification of the by-law be lodged for registration at the Registrar-General's Office.

*Unit Entitlements For: 11,828*

*Unit Entitlements Against: 718*

*No more than 25% of votes were against the motion therefore the motion was resolved.*

**26.0 MINOR WORKS BY-LAW – MOVED BY UNIT 775**

**SPECIAL RESOLUTION**

**SPECIALLY RESOLVED:** That the Owners – Strata Plan 53194 Specially Resolves pursuant to section 141 of the Strata Schemes Management Act 2015 that an additional by-law be made, By-Law No. 46 – Minor Works – on the terms attached to the notice of this meeting, and that notification of the by-law be lodged for registration at the Registrar-General's Office.

*Unit Entitlements For: 11,828*

*Unit Entitlements Against: 718*

*No more than 25% of votes were against the motion therefore the motion was resolved.*

**27.0 NOTICE BOARD BY-LAW – MOVED BY UNIT 775**

**SPECIAL RESOLUTION**

**SPECIALLY RESOLVED:** That the Owners – Strata Plan 53194 Specially Resolves pursuant to section 141 of the Strata Schemes Management Act 2015 that an additional by-law be made, By-Law No. 47 – Notice Board in the following terms:

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

*Unit Entitlements For: 10,351*

*Unit Entitlements Against: 2,195*

*No more than 25% of votes were against the motion therefore the motion was resolved.*

**28.0 MEETING CLOSURE**

There being no further business the chairperson declared the meeting closed at 9:40pm.

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**CHAIRPERSON**

---

**DATE**



THE STRATA COMMITTEE, OWNERS, FIRST MORTGAGEES AND  
COVENANT CHARGEES OF LOTS IN STRATA PLAN 53194 | 83-93 DALMENY AVENUE ROSEBERY

**MINUTES OF AN STRATA COMMITTEE MEETING OF  
THE OWNERS - STRATA PLAN NO. 53194**

Meeting Title	Strata Committee Meeting
Strata Plan Number	53194
Date and Venue	Friday, 23 <sup>rd</sup> August 2019 in Grace City Church located at 937 Bourke Street, Waterloo
Start Time	Immediately following the Annual General Meeting
Closing Time	9:44PM
Attendees	(229) P. Murphy, (756) M. Diswe, (177) P. Foltyn, (789) S. Duc, (564) Ken Xue, (776) Adrian Erdedi, (560) Nicholas Cauzac
Apologies	(191) Tyson Pickavance, (679) Adrian Thompson
Chairperson	Michael Price

#### 1.0 PREVIOUS MINUTES

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

#### 2.0 OFFICE BEARERS

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

Lot	Elected Person	Position
776	A. Erdedi	Secretary
229	P. Murphy	Chairperson
775	M. Diswe	Treasurer

#### 3.0 STRATA COMMITTEE REPRESENTATIVES

**RESOLVED:** That the Strata Committee elect Patricia Murphy as it's representative and Adrian Erdedi as it's substitute representative to be the nominated contact person(s) to liaise/instruct Whelan Property Group Pty Limited on behalf of the Strata Committee.

#### 4.0 NEXT MEETING DATE

**RESOLVED:** That the next SCM be held on Monday, 16 September 2019 at 6pm in the Community Hall.

#### **5.0 MEETING CLOSURE**

There being no further business the Chairperson declared the meeting closed at 9:44PM.

---

CHAIRPERSON

---

DATE



**WHELAN PROPERTY GROUP**  
STRATA MANAGEMENT SERVICES

**WHELAN PROPERTY GROUP**

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THE OWNERS, FIRST MORTGAGEES AND COVENANT CHARGEES OF LOTS AND TENANTS IN  
STRATA PLAN 53194 | 83-93 DALMENY AVENUE ROSEBERY

MINUTES OF ANNUAL GENERAL MEETING OF THE OWNERS - STRATA PLAN NO. 53194	
Meeting Title	<b>Annual General Meeting</b>
Strata Plan Number	<b>53194</b>
Date & Venue	<b>Wednesday, 28 October 2020 at South Juniors at Maroubra in The Palm Room located at 946 Anzac Parade, cnr Haig Street, Maroubra 2035</b>
Start Time	<b>6:24 PM</b>
Finish Time	<b>7:58 PM</b>
Present – in person or via Proxy	<b>Lots Present in Person:</b> 12, 59, 63, 85, 87, 99, 100, 104, 123, 146, 163, 177, 190, 198, 204, 205, 206, 220, 224, 227, 229, 234, 237, 256, 260, 287, 289, 296, 307, 308, 373, 375, 400, 407, 430, 436, 438, 439, 442, 448, 452, 453, 462, 463, 468, 488, 512, 517, 530, 539, 562, 563, 589, 642, 652, 678, 694, 748, 751, 755, 763, 778, 789.
In Attendance	<b><u>Whelan Property Group:</u></b>  Michael Price  Raquel Barr  <b><u>Pacific Building Management:</u></b>  Nicholas Zayat  Shawn Kim  Mohammad Chahine
Chairperson	Michael Price (by Invitation)

Pursuant to Schedule 1, Clause 17 (4)(b) of the Strata Schemes Management Act 2015, after waiting 30 minutes the Chairperson declared all owners present in person and by proxy who are entitled to vote to represent a quorum and declared the meeting open at 6:31PM.

**1.0 PREVIOUS MINUTES**

**RESOLVED:** That the Minutes of the last General Meeting of the Owners Corporation held on 23 August 2019 was confirmed as a true record and account of the proceedings of that Meeting.

**2.0 KEY FINANCIAL INFORMATION**

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

**3.0 APPOINTMENT OF AN AUDITOR**

**RESOLVED:** That the Owners Corporation appointed an Auditor for the financial period ending the 31st December 2020.

#### 4.0 CAPITAL WORKS FUND FORECAST

**RESOLVED:** That the Owners – Strata Plan 53194 adopts the Capital Works Fund Forecast and the recommended contributions to the Capital Works Fund for the next 5 years, which has been amended to include the upgrade/replacement of lifts throughout KE.

#### 5.0 BUDGET AND LEVIES

##### 5.1 Administrative and Capital Work Funds

**RESOLVED:** That pursuant to section 79(2) and 81 of the “*Strata Schemes Management Act 2015*” the Owners Corporation estimates the expected expenditure in both the Administration Fund and Capital Works Fund for the budget year 01/01/2019 to 31/12/2019 set out in the budget circulated

##### 5.2 Levy Contributions

**RESOLVED:** That pursuant to section 81 of the Strata Schemes Management Act 2015, the owner corporation determines the following amounts to be levied in 4 unequal instalments:

■ Administrative Fund	\$3,162,500.00 per annum (GST Inclusive)
■ Capital Works Fund	\$1,565,850.00 per annum (GST Inclusive)

This strata scheme is registered for GST.

Number	Levy Period	Year	Issued	Administration	Capital	Total
1	January	2020	Yes	\$790,875.00	\$402,138.75	\$1,193,013.75
2	April	2020	Yes	\$790,875.00	\$402,138.75	\$1,193,013.75
3	July	2020	Yes	\$790,875.00	\$402,138.75	\$1,193,013.75
4	October	2020	No	\$790,875.00	\$359,433.75	\$1,150,308.75
				<b>\$3,163,500.00</b>	<b>\$1,565,850.00</b>	<b>\$4,729,350.00</b>

##### 5.3 Levy Contributions – Administration/Capital Works

**RESOLVED:** That the first levy instalment due in the next financial year 1<sup>st</sup> January 2021 be struck pursuant to section 79(6) and section 81 of the Strata Schemes Management Act 2015, which represents a 6.61% increase as follows:

■ Administrative Fund	\$790,875.00 per quarter (GST Inclusive) (Unchanged)
■ Capital Works Fund	\$430,608.75 per quarter (GST Inclusive) (as per forecast)

##### 5.4 Levy Notices

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

#### 6.0 OVERDUE LEVY COLLECTION

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

#### 7.0 PAYMENT PLANS

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

#### 8.0 STRATA AGENT COMMISSIONS

**ACKNOWLEDGED:** That the Owners Corporation acknowledges that the Strata Manager received the following commissions:

Insurance Commission	\$21,833.00
Training Commission	\$N/A
All Other Commissions	\$N/A

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

#### 9.0 INSURANCE CONFIRMATION

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

#### 10.0 RENEWAL OF INSURANCES

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

#### 11.0 ROAD CALMING MEASURES – SPECIAL RESOLUTION

**SPECIALLY RESOLVED:** That the Owners – Strata Plan 53194 Specially Resolved pursuant to section 108 of the *Strata Schemes Management Act 2015* to install wide, black and white rubber speed humps located at the entrance and exit of the Estate to help slow vehicles down when driving past the childcare centre and Building Manager's office.

FOR	AGAINST	ABSTAINED
UE: 4206	UE: 68	UE: 0

#### 12.0 STRATA COMMITTEE ELECTION

**RESOLVED:** That the Chairperson call for nominations for the Strata Committee and then determined the number of members that will constitute the Committee to be nine (9).

Lot	Nominated Person
59	James Luo
104	Serge Tsitalovski

163	Susan Wright
177	Peter Foltyn
229	Patricia Murphy
540	Lindsay Collier
560	Nicolas Cauzac
679	Adrian Thompson
775	Maria Diswe
776	Adrian Erdedi

As the nominations exceeded the positions available the persons elected to the committee were determined by ballot as follows:

Lot	Nominated Person
104	Serge Tsitalovski
163	Susan Wright
177	Peter Foltyn
229	Patricia Murphy
540	Lindsay Collier
560	Nicolas Cauzac
679	Adrian Thompson
775	Maria Diswe
776	Adrian Erdedi

### 13.0 RESTRICTED MATTERS

**RESOLVED:** That no additional class of matter is to be determined only by the Owners Corporation at a General Meeting.

### 14.0 ANNUAL FIRE SAFETY STATEMENT

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

#### 15.0 MEETING CLOSURE

There being no further business the chairperson declared the meeting closed at 7:58 PM.

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**CHAIRPERSON**

---

**DATE**

#### GENERAL DISCUSSION NOTES

**Waste Management** – The location of large household waste collection was discussed and confirmed that all current locations are under review. It was further noted that council had failed to collect general household waste on 3 separate occasions in the past month and that Strata Management has been in contact with Council looking at achieving an arrangement where such failures no longer occur.

It was to be agreed that a Waste Management motion will be included on all future Strata Committee Meeting agendas where updates will be provided to all owners.



THE STRATA COMMITTEE, OWNERS, FIRST MORTGAGEES AND  
COVENANT CHARGEES OF LOTS IN STRATA PLAN 53194 | 83-93 DALMENY AVENUE ROSEBERY

<b>MINUTES OF AN STRATA COMMITTEE MEETING OF THE OWNERS - STRATA PLAN NO. 53194</b>	
Meeting Title	Strata Committee Meeting
Strata Plan Number	53194
Date and Venue	<b>Wednesday, 28 October 2020 at South Juniors at Maroubra in The Palm Room located at 946 Anzac Parade, cnr Haig Street, Maroubra 2035</b>
Start Time	<b>8:03 PM</b>
Finish Time	<b>8:23 PM</b>
Present	Strata Committee: Lots 104, 163, 177, 229, 540, 560, 775 and 776
Apologies	Lot 530 – S. Talevski
In Attendance	Whelan Property Group: Michael Price & Raquel Barr
Chairperson	Michael Price

#### 1.0 PREVIOUS MINUTES

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

#### 2.0 OFFICE BEARERS

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

Lot	Elected Person	Position
776	A. Erdedi	Secretary
229	P. Murphy	Chairperson
775	M. Diswe	Treasurer

#### 3.0 STRATA COMMITTEE REPRESENTATIVES

**RESOLVED:** That the Strata Committee elect Patricia Murphy as its representative and Adrian Erdedi as it's substitute representative to be the nominated contact person(s) to liaise/instruct Whelan Property Group Pty Limited on behalf of the Strata Committee.

#### 4.0 NEXT MEETING DATE

**RESOLVED:** That the next SCM be held on Wednesday, 25<sup>th</sup> November at 6pm in the Community Hall.

#### 5.0 MEETING CLOSURE

There being no further business the Chairperson declared the meeting closed at 8:23 PM.

\_\_\_\_\_  
CHAIRPERSON

\_\_\_\_\_  
DATE



**WHELAN PROPERTY GROUP**  
STRATA MANAGEMENT SERVICES

**WHELAN PROPERTY GROUP**

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ATTENTION: THE STRATA COMMITTEE, OWNERS, FIRST MORTGAGEES,  
COVENANT CHARGEES AND TENANTS OF LOTS IN STRATA PLAN 53194 "KIMBERLEY ESTATE"

**NOTICE OF AN STRATA COMMITTEE MEETING OF  
THE OWNERS - STRATA PLAN NO. 53194**

Meeting Title	Strata Committee Meeting
Strata Plan Number	53194 – 83-93 Dalmeny Avenue, Rosebery "Kimberley Estate"
Date and Venue	Monday, 29 June 2020 in the Community Room located at 83-93 Dalmeny Avenue, Rosebery. Social distancing rules will apply to all attendees.
Start Time	6.00 PM
Participants	Strata Committee ("SC"), Whelan Property Group Pty Limited ("WPG") and Shawn Kim - Building Manager ("BM").

**Agenda**

Item	Description
A	Meeting Administration
1.0	Previous Minutes
2.0	Accounts
3.0	Building Management Report
4.0	External Remediation and Painting Update
5.0	CCTV Facilities
6.0	Remediation of units 111, 431, 432, 433, 452 & 453
7.0	Lot Owner Applications
8.0	Other Matters / Correspondence
9.0	Next Meeting
10.0	Meeting Closure

**A. MEETING ADMINISTRATION**

- Attendance, Committee Representatives and Apologies
- Disclosure Statement – Committee Members



WHELAN PROPERTY GROUP  
STRATA MANAGEMENT SERVICES

1.0 PREVIOUS MINUTES

**Motion:** That the Minutes of the last SC meeting held 21 May 2020 be confirmed as a true record and account of the proceedings of that meeting.

2.0 ACCOUNTS

- AGM - SOUTH JUNIORS - AUGUST

2.1 **Motion:** That the SC reviews the financial statement of accounts for the period ending 31 May 2020.

2.2 **Motion:** That the SC reviews and adopts the aged arrears list noting levels areas during Covid-19 Pandemic.

3.0 BUILDING MANAGEMENT REPORT

**Motion:** That the SC adopts the building manager's report as circulated prior to the SC meeting and considers and approves any works as recommended by the BM.

4.0 EXTERNAL REMEDIATION & PAINTING UPDATE

4.1 **Motion:** That the SM provides an update regarding the external painting and remediation of blocks L, M, N. *GONE WELL. NEW COLOUR VARIATIONS HAS RECEIVED POSITIVE FEEDBACK FROM RESIDENTS IN C.M.N.*

5.0 CCTV FACILITIES

5.1 **Motion:** That the SC receives an update regarding the installation of additional CCTV facilities by PCS Security. *~~PCS SECURITY, BMS, BMS~~*

6.0 REMEDIATION OF UNITS 111, 431, 432, 433, 452 & 453

**Motion:** That the SC receives an update regarding the remediation of the subject units and makes any decisions required to progress the works.

7.0 LOT OWNER APPLICATIONS

**Motion:** That the SC ratifies the decision made via email in relation to the below listed lot owner applications:

*APPROVED DOCUMENT IN MINUTES.*

- 7.1 Pet Applications
- 7.2 Bathroom/Kitchen Renovations
- 7.3 Other Works/Items

8.0 OTHER MATTERS/CORRESPONDENCE

**Motion:** That the SC receives an update regarding the installation of additional CCTV facilities by PCS Security.

8.1 That the SC receives an update/advice on any external reports or court cases that may be of benefit to the SC and OC. *- OCN REVIEW ONLINE.*

8.2 That the SC discuss the formal request submitted by shop 794, to modify the trading hours and style and determine appropriate action to be taken. *8AM TO 10AM.*

8.3 That the SC discusses the upgrading of the entrance signage, which is now very old and dated. *- SM TO FOLLOW UP ADRIAN.*





WHELAN PROPERTY GROUP  
STRATA MANAGEMENT SERVICES

8.4 <sup>R.</sup> That the SC discusses the email request from the owner of unit 367 and determines appropriate action to be taken.

8.5 That the SC discusses the email response from the tenant in shop 128, addressing the committee concerns regarding the operation of business.

8.6 <sup>Notes in DM Report.</sup> That the SC review the quotations from Landlay Consulting and Izzat Consulting Engineers for the inspection and reporting of the damage in unit 490 and how best to repair these issues.

8.7 That the SC discusses the email from, the owner of unit 531 regarding the use of shopping trolleys within the KE. — <sup>CCOVERS</sup> CCOVERS TO BE ASKED TO CHANGE TROLLEYS TO SOFT

8.8 <sup>IN VITE TO SM.</sup> That the SC acknowledges the resignation of Sung Duc from the Strata Committee and instructs the SM to include a motion on the next SCM agenda to fill the vacancy. <sup>Lubric/INTERACTIVE TIMES</sup>

#### 9.0 NEXT MEETING

JULY

**Motion:** That the SC determines the date of the next SCM and time of the next SCM.

#### 10.0 MEETING CLOSURE

Date of this notice:

22<sup>nd</sup> June 2020

\* **Note:** An owner or the nominee of a corporate owner may attend the Strata Committee Meeting but cannot address the meeting unless the Strata Committee agrees.

8.9 SMOKING IN BATHROOMS CAUSES SMOKE TO TRAVEL INTO OTHER UNITS. - SM TO CIRCULATE LETTER TO ALL OWNERS.

8.10 - PARKING STICKS - PDF OF STICKER SIGNS ETC.

8:11 SHORT LISTING OF B/M TENDERS

CLOSED 8:15 PM.



**WHELAN PROPERTY GROUP**  
STRATA MANAGEMENT SERVICES

**WHELAN PROPERTY GROUP**

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ATTENTION: THE STRATA COMMITTEE, OWNERS, FIRST MORTGAGEES,  
COVENANT CHARGEES AND TENANTS OF LOTS IN STRATA PLAN 53194 "KIMBERLEY ESTATE"

MINUTES OF AN STRATA COMMITTEE MEETING OF THE OWNERS - STRATA PLAN NO. 53194	
Meeting Title	Strata Committee Meeting
Strata Plan Number	53194 – 83-93 Dalmeny Avenue, Rosebery "Kimberley Estate"
Date and Venue	Thursday, 21 May 2020 in the Community Room located at 83-93 Dalmeny Avenue, Rosebery.
Start Time	6.03 PM
Finish Time	8:39 PM
Present	Strata Committee ("SC"): M. Diswe (Lot 775); N. Cauzac (Lot 560); P. Murphy (Lot 229); P. Foltyn (Lot 177); A. Erdedi (Lot 776); S. Duc (Lot 789); K. Xue (Lot 564); A. Thompson (Lot 679)
Apologies	T. Pickavance (Lot 191)
Proxies	S. Duc for T. Pickavance (Lot 191)
Attendance	Whelan Property Group ("WPG"): Michael Price Pacific Building Management: Shawn Kim
Chairperson	Patricia Murphy

*The Strata Committee voted unanimously to accept the proxy from Tyson Pickavance to Sung Duc.*

**1.0 PREVIOUS MINUTES**

**RESOLVED:** That the Minutes of the last SC meeting held 7<sup>th</sup> April 2020 be confirmed as a true record and account of the proceedings of that meeting.

**2.0 ACCOUNTS**

- 2.1 **RESOLVED:** That the SC reviews the financial statement of accounts for the period ending 30 April 2020.
- 2.2 **RESOLVED:** That the SC reviews and adopts the aged arrears list noting levels areas during COVID-19 Pandemic.
- 2.3 **RESOLVED:** That the SC reviewed and endorsed the Capital Works Fund Forecast for the ensuing 5 years, noting the forecast has been amended to include the replacement of at least 1 lift each year over the next 5 years.

### 3.0 BUILDING MANAGEMENT REPORT

**RESOLVED:** That the SC adopts the building manager's report as circulated prior to the SC meeting and considers and approves any works as recommended by the BM.

The Building Manager advised that 118 Work Orders were issued this month, 92 of which are completed with 26 invoices yet to be received.

- Block Q Flat Roof Membrane – The BM tabled the following quotations for consideration and approval of the SC:

Affordable Handyman	\$76,825.00 incl. GST
A Fine Horse	\$81,075.00 incl. GST
Easy Trades	\$115,536.00 incl. GST

The SC accepted the quotation from Affordable Handyman and the BM instructed to notify the engineer and contractor of acceptance so that contracts can be prepared.

- Speed Humps in front of Blocks A/B & Blocks Q/U – The BM tabled the following quotation for consideration and approval of the SC:

Speed Hump (2 x Required)	\$2,400.00 + GST
---------------------------	------------------

The SC accepted the quotation provided and instructed the BM to arrange accordingly.

- K3 & K4 Roof Repair - The BM tabled the following quotations for consideration and approval of the SC:

Affordable Handyman	\$18,000.00 + GST
AGC Roofing	\$21,250.00 + GST
Affordable Roofing	\$27,290.00 + GST

The SC accepted the quotation provided by Affordable Handyman and instructed the BM to arrange accordingly.

- Smoke Detector Replacement – It is noted that 180 detectors require replacement. The BM tabled the following quotations for consideration and approval of the SC:

Haidar Electrical	\$15,300.00 + GST
2 APT Electrical	\$17,360.00 + GST
Southside Fire	\$19,690.00 + GST

The SC accepted the quotation provided by Haidar Electrical and instructed the BM to arrange accordingly.



- Pest Control - The BM tabled the following quotations for consideration and approval of the SC:

Pink	\$16,440.00 incl GST (price per quarter)
EcoPest Stop Solutions (PesteCo)	\$15,540.00 (price per quarter)

The SC accepted the quotation provided by PesteCo and instructed the BM to forward contracts for SM for execution.

- Unit 538 Storm Damage Quote – (Integrated Building Consultancy & Easy Trades):

BM will forward quotation from the engineers to SM for review. Quotation will then be circulated to SC for their review and approval via email.

- Squash Court Remediation – The SC considered the tender analysis prepared by Landlay for the repair of the squash court with prices and options received as follows:

Repair Options:

**Option 1a** – Rendering front wall to squash court.

**Option 1b** – Installation of sheet system to front wall of squash court to improve playing surface.

**Option 2a** – Option 1a with inclusion of patch rendering to side and rear walls of squash court.

**Option 2b** – Option 1b with inclusion of patch rendering to side wall and rear walls of squash court.

The committee approved Option 1b based on advised from the engineers with the following tenders received:

Structural Building Maintenance	\$44,980.76
Renfay Projects	\$48,620.10
Prohora Building Group	\$49,414.20

The SC accepted the tender provided by SBM and approved the project superintendence and contract preparation. The SM will notify Landlay of their appointment and execute the contract on behalf of the OC once received.

- Block E Unit 490 – SM advised he will review the Strata Plan to confirm whether the courtyard tiles are common property or lot property via email.

The BM was instructed to obtain a couple of fee proposals from engineers to inspect and report on the large amount of cracking and lifting tiles affecting unit 490.



### Completed Works

- K4 Lighting. Extra lights behind K4, Bollard Lighting, wall light & Security Camera.
- Retention bay stair repairs
- Repair of leaking Hot Water Pipes (P/Q, K3/K4, U1 & U2)
- Pools & Spa's cleaned & re-grouted ready for re-opening
- Block K3 Storm Water Drain tree root removal
- Automatic insect sprayers installed in all Garbage Rooms
- Installation of dual alternative hot water circulation pump controller in Block P/Q
- Emergency Hot Water boiler in Block Q

## **4.0 EXTERNAL REMEDIATION & PAINTING UPDATE**

- 4.1 **RESOLVED:** That the SM advised the meeting that the revised colour scheme has been approved to provide greater colour contrast in blocks L, M, N by lightening the colour of the balustrade.

While a consensus on colour was not obtained the vast majority of the owners in blocks L, M, N supported the above change and the committee approved the change via email.

- 4.2 **RESOLVED:** That the SC did not ratify the variation of the colour scheme to improve the colour contrast in the external façade of blocks L, M, N following feedback from owners and the amount claimed in the variation included the cost to repaint areas of block N which had been painted the incorrect colour (primarily the brickwork concrete slab lines).

The SM will seek to negotiate the amount claimed in the variation and will forward the outcome to the SC for their ratification via email.

- 4.3 **RESOLVED:** That the SC accepts the contract variation credit of \$168,181.00 for the removal of the secondary balustrade system from the remediation works and authorises the SM to sign the variation request on behalf of the OC. This will see a reduction in the works contract value by the same amount.

## **5.0 CCTV FACILITIES**

- 5.1 **RESOLVED:** That the SC received an update regarding the installation of additional CCTV facilities by Peter Foltyn noting the majority of the foyer and Ring Road cameras have been installed.

PCS Security is awaiting parts to complete the project. Once completed the coverage can be reviewed holistically identifying and

- 5.2 **RESOLVED:** That the SC accepts the quotation provided by PCS Security to install high definition CCTV cameras to cover the entrances of each Leisure Centre in the sum of \$6,400.00 plus GST as a variation to the original contract.

## **6.0 REMEDIATION OF UNITS 111, 431, 432, 433, 452 & 453**

- RESOLVED:** That the SM advised the committee that contracts have been signed and that the commencement of these works have been delayed due to the manufacturing of the replacement windows and balcony doors for units 431, 432 and 433.

The engineers will confirm the commencement date once advice from the contractors has been received confirming date all materials will be available.

## **7.0 LOT OWNER APPLICATIONS**

**MOTION DEFERRED:** That the SC ratifies the decision made via email in relation to the below listed lot owner applications:

- 7.1 Pet Applications
- 7.2 Bathroom/Kitchen Renovations
- 7.3 Other Works/Items

## **8.0 OTHER MATTERS/CORRESPONDENCE**

**RESOLVED:** That the SC receives an update regarding the installation of additional CCTV facilities by PCS Security.

- 8.1 That the SC receives an update/advice on any external reports or court cases that may be of benefit to the SC and OC as follows:

Short Term Letting – It was noted that new legislation is now in place enabling residential strata schemes to register by-laws to help control short term letting. It was noted that Amanda Farmer has a by-law to control short term letting and that this should be incorporated in the buildings by-laws as part of the review.

- 8.2 That the SC discussed the need to improve landscaping throughout the estate and accepted the offer from Alicja Batorowicz to assist in the preparation of a landscape plan for the gardens around blocks L, M, N.

It was noted that landscaping needed attention and once a plan has been established and agreed it is possible that the budget relating to landscaping will need to be increased to enable implementation and ongoing maintenance. A Landscape Plan & Plant Schedule should be created for the whole of KE.

- 8.3 That the SC discussed the placing of stickers on cars illegally parked throughout KE and what is required to have this action commenced.

The SC discussed options as to where the stickers can be placed. Suggestion of stickers to be placed at rear of driver's side window was approved. SM to investigate and provide more information regarding wording, cost and any other requirements that must be met.

The SC also agreed that once stickers are used, repeat offenders will need to be reported to the SM to enable the issue of a Notice to Comply with the by-laws and pursuit of fines.

- 8.4 A quotation for the installation of speed humps was approved under motion 3.
- 8.5 That the SC discussed the need to upgrade signage with Adrian Thompson advising he has a great sign writer that may be able to assist. Adrian will approach his contact and seek some advice.





8.6 That the SC discusses the removal of large household waste items and it was noted that council have been approached numerous times and cannot provide any additional clean-ups of assistance.

It was noted that another contractor is removing large items dumped on common property and it is intended that the CCTV will assist in identifying residents that are dumping items enabling further action to be taken against the individuals involved.

8.7 That the SC discussed the complaint from the owners of unit 289 regarding the noise generated from the locked visitor parking spaces outside K3 and the SC agreed for a trial period of the 3 months where KE Security take responsibility to unlock and lock bollards after 10pm and before 6am to help reduce noise caused by residents allowing the bollards to drop loudly.

8.8 The SC instructed the SM to issue a Notice to Comply to the owners of unit 164 for using a clothes dryer in their garage, which is in breach of by-law 12 – Storage of flammable liquids and other substances and materials. It is also noted that clothes dryers are high electricity consumption item and that the use of a dryer in the car park is essentially stealing common property power for the benefit of one household.

8.9 That the SC discusses the Electric Vehicle Charging information/proposal circulated by Peter Foltyn. It was noted that free charging stations are available in several locations nearby and that a charging station onsite is unlikely to be used often by residents when a free alternative is not far away.

Developments in this space will be monitored.

8.10 It was noted that unit 148 is running a gym business in their garage and the SC instructed the SM to issue a letter to the owner/resident requesting they cease this activity as it is in breach of COVID-19 restrictions and the development consent.

#### **9.0 NEXT MEETING**

**RESOLVED:** That the SC determined the date for the next SCM as Monday 29<sup>th</sup> June 2020 commencing at 6.00PM.

#### **10.0 MEETING CLOSURE**

There being no further business the Chairperson declared the meeting closed at 8:39PM.

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**CHAIRPERSON**

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DATE 21 MAY 2020

**Whelan Property Group**

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**Balance Sheet - S/Plan 53194**  
**"KIMBERLEY ESTATE"**  
**83-93 DALMENY AVENUE, ROSEBERY, NSW 2018**  
 For the Financial Period 26/02/2020 to 31/05/2020

	Administrative	Capital Works	TOTAL THIS YEAR
<b>Assets</b>			
Cash At Bank			
Trust Account for SP 53194			
Macquarie Bank BSB: 182-222 Acc No: 285315305	\$435,896.09	\$290,188.80	\$726,064.89
Investment Account for SP 53194	\$0.00	\$3.74	\$3.74
Macquarie Bank BSB: 182-222 Acc No: 267076206			
Investment Account for SP 53194	\$0.00	\$403,761.73	\$403,761.73
Macquarie Bank BSB: 182-222 Acc No: 297571473			
Equipment	\$158,360.30	\$0.00	\$158,360.30
Levies Receivable	\$117,167.91	\$64,686.47	\$181,854.38
Receivable--Other--Admin	\$10,430.00	\$0.00	\$10,430.00
GST Liability	\$39,123.28	\$17,632.10}	\$21,491.18
<b>Total Assets</b>	<b>\$760,977.58</b>	<b>\$740,988.64</b>	<b>\$1,501,966.22</b>
<b>Liabilities</b>			
Accounts Payable			
Accounts Payable (GST Free)	\$347,752.70	\$23,387.38	\$371,140.08
Accounts Payable (Previous Agent)	\$21,851.10	\$0.00	\$21,851.10
BAS Clearing	\$7,000.00	\$0.00	\$7,000.00
Equipment Loan 1	\$103,825.27	\$(53,020.76)	\$50,804.51
Equipment Loan 2	\$17,582.28	\$0.00	\$17,582.28
Equipment Loan 3	\$114,262.27	\$0.00	\$114,262.27
Paid in Advance	\$7,478.95	\$0.00	\$7,478.95
	\$26,716.22	\$0.00	\$26,716.22
<b>Total Liabilities</b>	<b>\$646,468.79</b>	<b>\$(29,633.36)</b>	<b>\$616,835.41</b>

**Balance Sheet - S/Plan 53194**  
**"KIMBERLEY ESTATE"**  
**83-93 DALMENY AVENUE, ROSEBERY, NSW 2018**  
For the Financial Period 26/02/2020 to 31/05/2020

	Administrative	Capital Works	TOTAL THIS YEAR
<b>Liabilities (Continued)</b>			
Net Assets	\$114,508.79	\$770,622.02	\$885,130.81
<b>Owners Funds</b>			
Opening Balance	\$115,881.57	\$631,383.72	\$747,265.29
Net Income For The Period	\$(1,372.78)	\$139,238.30	\$137,865.52
Total Owners Funds	\$114,508.79	\$770,622.02	\$885,130.81

## Income and Expenditure Statement - S/Plan 53194

### "KIMBERLEY ESTATE"

**83-93 DALMENY AVENUE, ROSEBERY, NSW 2018**

For the Financial Period 26/02/2020 to 31/05/2020

### Administrative Fund

	TOTAL THIS YEAR	This Year Budget	Last Year Actual
<b>Income</b>			
Insurance Claims	\$22,411.42	\$0.00	\$0.00
Interest on Arrears--Admin	\$3,256.12	\$0.00	\$0.00
Key Deposits	\$4,675.00	\$0.00	\$0.00
Levies Due--Admin	\$1,438,025.82	\$0.00	\$0.00
Status Certificate Fees	\$1,308.00	\$0.00	\$0.00
Strata Roll Inspection Fees	\$310.00	\$0.00	\$0.00
<b>Total Administrative Fund Income</b>	<b>\$1,469,986.36</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>Expenses</b>			
Admin--Accounting	\$99.98	\$0.00	\$0.00
Admin-Agent Disbursements	\$5,208.17	\$0.00	\$0.00
Admin-Agent Disburst--Additional Fees	\$5,365.82	\$0.00	\$0.00
Admin--Audit Services	\$7,000.00	\$0.00	\$0.00
Admin--Bank Charges	\$23.00	\$0.00	\$0.00
Admin--Bank Charges--Account Fees	\$45.00	\$0.00	\$0.00
Admin--Consultants	\$1,634.55	\$0.00	\$0.00
Admin--Legal & Debt Collection Fees	\$154.59	\$0.00	\$0.00
Admin--Legal Fees	\$850.00	\$0.00	\$0.00
Admin--Management Fees--Standard	\$68,204.55	\$0.00	\$0.00
Admin--Misc Expenses--Admin	\$1,439.56	\$0.00	\$0.00
Admin--Regist/License/Permit Fees	\$336.50	\$0.00	\$0.00
Admin--Stationery & Printing	\$1,121.30	\$0.00	\$0.00
Admin--Status Certificate Fees Paid	\$1,853.00	\$0.00	\$0.00
Admin--Strata Inspection Fees Paid	\$186.00	\$0.00	\$0.00
Admin--Telephone Charges	\$(4,228.17)	\$0.00	\$0.00
Building Management Services	\$75,154.17	\$0.00	\$0.00
Insurance--Claims Paid	\$13,446.84	\$0.00	\$0.00
Insurance--Premiums	\$389,362.95	\$0.00	\$0.00
Maint Bldg--Aircon--Maint Contract	\$13,350.00	\$0.00	\$0.00
Maint Bldg--Airconditioning--Repairs	\$350.00	\$0.00	\$0.00
Maint Bldg--Cleaning	\$42,535.28	\$0.00	\$0.00
Maint Bldg--Cleaning--Contracts	\$85,548.96	\$0.00	\$0.00
Maint Bldg--Cleaning--Windows/Glass	\$19,970.00	\$0.00	\$0.00
Maint Bldg--Consultants	\$1,550.00	\$0.00	\$0.00
Maint Bldg--Doors & Windows	\$230.00	\$0.00	\$0.00
Maint Bldg--Electrical	\$24,104.55	\$0.00	\$0.00

**Whelan Property Group**

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## Income and Expenditure Statement - S/Plan 53194 "KIMBERLEY ESTATE"

**83-93 DALMENY AVENUE, ROSEBERY, NSW 2018**

For the Financial Period 26/02/2020 to 31/05/2020

**Administrative Fund**

	<b>TOTAL THIS YEAR</b>	<b>This Year Budget</b>	<b>Last Year Actual</b>
Maint Bldg--Exhaust/Ventilation Systems	\$3,985.65	\$0.00	\$0.00
Maint Bldg--Fire Prot--Serv & Repairs	\$1,188.30	\$0.00	\$0.00
Maint Bldg--Fire Protection--Contract	\$14,691.50	\$0.00	\$0.00
Maint Bldg--Fire Protection--Monitoring	\$6,497.98	\$0.00	\$0.00
Maint Bldg--Garage Doors	\$16,910.33	\$0.00	\$0.00
Maint Bldg--General Repairs	\$65,049.50	\$0.00	\$0.00
Maint Bldg--Gym Equipment	\$795.00	\$0.00	\$0.00
Maint Bldg--Hot Water Service	\$2,536.00	\$0.00	\$0.00
Maint Bldg--Lift--Maintenance Contract	\$90,522.95	\$0.00	\$0.00
Maint Bldg--Locks, Keys & Card Keys	\$12,028.10	\$0.00	\$0.00
Maint Bldg--Miscellaneous	\$24,742.03	\$0.00	\$0.00
Maint Bldg--Pest/Vermin Control	\$2,167.70	\$0.00	\$0.00
Maint Bldg--Plumbing & Drainage	\$36,131.32	\$0.00	\$0.00
Maint Bldg--Pumps	\$1,176.00	\$0.00	\$0.00
Maint Bldg--Roof Repairs	\$6,855.00	\$0.00	\$0.00
Maint Bldg--Security Monitoring Equip	\$1,127.00	\$0.00	\$0.00
Maint Bldg--Security Patrol	\$60,037.66	\$0.00	\$0.00
Maint Grounds--Lawns & Gardening	\$14,160.71	\$0.00	\$0.00
Maint Grounds--Pool Maintenance	\$29,284.71	\$0.00	\$0.00
Utility--Electricity	\$130,564.46	\$0.00	\$0.00
Utility--Gas	\$19,379.34	\$0.00	\$0.00
Utility--Rubbish Removal	\$4,680.00	\$0.00	\$0.00
Utility--Waste Management	\$300.00	\$0.00	\$0.00
Utility--Water & Sewerage	\$171,551.30	\$0.00	\$0.00
<b>Total Administrative Fund Expenses</b>	<b>\$1,471,359.14</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>Administrative Fund Surplus/Deficit</b>	<b>\$(1,372.78)</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>Opening Balance for the period</b>	<b>\$115,881.57</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>Closing Balance for the period</b>	<b>\$114,508.79</b>	<b>\$0.00</b>	<b>\$0.00</b>

**Whelan Property Group**

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## Income and Expenditure Statement - S/Plan 53194 "KIMBERLEY ESTATE"

**83-93 DALMENY AVENUE, ROSEBERY, NSW 2018**

For the Financial Period 26/02/2020 to 31/05/2020

**Capital Works Fund**

	TOTAL THIS YEAR	This Year Budget	Last Year Actual
<b>Income</b>			
Interest on Arrears--Capital	\$1,716.01	\$0.00	\$0.00
Interest on Investments--Capital	\$904.19	\$0.00	\$0.00
Levies Due--Capital	\$731,316.11	\$0.00	\$0.00
<b>Total Capital Works Fund Income</b>	<b>\$733,936.31</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>Expenses</b>			
Capital--Legal Fees	\$1,500.00	\$0.00	\$0.00
Maint Bldg--Air Conditioning	\$8,090.00	\$0.00	\$0.00
Maint Bldg--Consultants	\$5,517.50	\$0.00	\$0.00
Maint Bldg--Electrical	\$2,100.00	\$0.00	\$0.00
Maint Bldg--Garage Doors	\$12,048.00	\$0.00	\$0.00
Maint Bldg--General Repairs	\$9,150.00	\$0.00	\$0.00
Maint Bldg--General Replacement	\$376,553.67	\$0.00	\$0.00
Maint Bldg--Hot Water Services	\$6,504.00	\$0.00	\$0.00
Maint Bldg--Painting & Surface Finishes	\$11,117.91	\$0.00	\$0.00
Maint Bldg--Plumbing & Drainage	\$25,485.50	\$0.00	\$0.00
Maint Bldg--Rectification Expense	\$111,821.12	\$0.00	\$0.00
Maint Bldg--Roof	\$23,650.31	\$0.00	\$0.00
Maint Bldg--Security Equipment	\$1,160.00	\$0.00	\$0.00
<b>Total Capital Works Fund Expenses</b>	<b>\$594,698.01</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>Capital Works Fund Surplus/Deficit</b>	<b>\$139,238.30</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>Opening Balance for the period</b>	<b>\$631,383.72</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>Closing Balance for the period</b>	<b>\$770,622.02</b>	<b>\$0.00</b>	<b>\$0.00</b>



# Kimberley Estate

ACTIVITY Report From: 01-06-2020 To 30-06-2020

Electrical							
	Name	Issues	Rectification Process	Raised	Completed	Expected	Status
1	K2 Lights Out	<p>During BM Mohammad Chahine routine walk on the 18.06.2020, noticed all power was out in the hallways of K2 and in the roof space.</p> <p>0124734 - Mohammad Chahine</p>	<p>Checked Main Switchboard Room for K2, found a switch to have tripped. Turned on switch and all lights came back on. Will advise Electrician of the issue to try and find cause of the issue that would have caused it to trip.</p>	18/06/20	18/06/20	18/06/20	Completed
Plumbing Services							
	Name	Issues	Rectification Process	Raised	Completed	Expected	Status
2	Block N - Hot Water Issue	<p>09/06/20: Number of calls recieved by residents in Block N regarding fluctuating water temperatures. BM checked both boilers and they were working fine. Job logged with plumber attend site and inspect the boiler system.</p> <p>0124029 - Mohammad Chahine</p>	<p>10/06/20: Plumber has advised that the circulating pump servicing Block N requires replacement due to age and another pump servicing Block L is in similar condition. BM authorised replacing both pumps as soon as possible. 10/06/20: BM received multiple calls from Block N, reporting there is no hot water. BM checked the boiler room again and seemed the pump has completely seized. Emergency call out to plumber and authorised to use another pump from different block to be utilised as emergency repair until the new pumps arrive.</p>	10/06/20	10/06/20		Completed
Security Services							
	Name	Issues	Rectification Process	Raised	Completed	Expected	Status

3	Verbal Altercation in front of Block K2	Multiple calls received around 14:00 regarding a verbal altercation in front of Block K2. One caller advised that the altercation is getting heated up and about to become physical.  0123502 - Shawn Kim	BM attended site and 2 unknown male was in the middle of heated argument. One of the SC member was witnessing the incident also. Main offender was on this tow truck. 8250TT from Morepark Towing. Police attended immediately but both of the men have already left the site.	05/06/20	05/06/20		Completed
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### Fire Services

	Name	Issues	Rectification Process	Raised	Completed	Expected	Status
4	Block U1 - Level 2	Resident reported of thick burning smell in Block U1, Level 2.  0125262 - Mohammad Chahine	BM attend site immediately and could smell plastic burning smell on level 2 of Block U1. Checked the entire corridor, fire stairs and other cabinets. No smoke was pouring out of any of the units. Checked the floor above and below but smell was mainly on level 2. Conducted visual inspection of the external building and everything was OK.	24/06/20	24/06/20		Completed

### Building/General Maintenance

	Name	Issues	Rectification Process	Raised	Completed	Expected	Status
5	Block K1 - Foyer Access	An unknown resident came to BM office and advised that he can no longer open the K1 foyer door with his key.  0122900 - Shawn Kim	Upon inspection, the key was old and some of the teeth were worn out. BM advised that keys are consumable items and replacement can be purchased. The resident because abruptive and questioned why we are "fiddling around" with the locks so much and claimed it is our fault that his key is no longer working. Resident demanded free replacement key but BM rejected the request.	03/06/20	03/06/20		Completed



## Building/Facilities Management

	Name	Issues	Rectification Process	Raised	Completed	Expected	Status
6	Block Q CP - Resident Conducting Business	<p>Strata office contacted BM and advised that they have received 2 calls in the past 2 days regarding someone conducting business in the Block Q carpark for the past 7 years. Apparently they are using vehicles from Orana, a rental company based in Tempe.</p> <p>0124232 - Shawn Kim</p>	<p>BM did not have such knowledge or heard from anyone in the past. BM advised security to increase the patrolling frequency of the Block Q parking area and report any unusual activities.</p> <p>12/06/20: BM received a call from the resident who had reported the matter to strata. After a lengthy conversation, BM could not find anything odd nor there was a proof of conducting business. What we know is the rental truck comes in and out of the site occasionally, stops in front of the Block PQ lower car park for loading and off-loading purpose only. We do not know what the loaded items are.</p>	11/06/20	12/06/20		Completed

## Gardening

	Name	Issues	Rectification Process	Raised	Completed	Expected	Status
7	Block L - Unauthorised Planting of Tree	<p>A resident from Block K4 reported that an unknown person in bright orange jacket is removing plants from the common area garden in the corner of Block L, near the mail box.</p> <p>0124013 - Mohammad Chahine</p>	<p>BM attended the area and found the person in question, who is known to BM. She claimed that there was a tree but it died about 3 years ago due to a neighbour's deliberate poisoning and she is replacing it with a new tree. BM advised that residents cannot plant anything in common area. She became very upset, ignored BM's comment and continued planting the tree. Matter has been forwarded to SM to contact the owner.</p>	10/06/20	10/06/20		Completed

	Name	Issues	Rectification Process	Raised	Completed	Expected	Status
8	Access Control	Few residents have reported over the weekend that their swipe card is not working for most of LCs. BM tested all centres and found issues in LC1, 3 and 4.  0124541 - Shawn Kim	Contractor was onsite immediately and reset the whole system but did not work. Further work was required and system has been restored by 3PM.	15/06/20	15/06/20		Completed

Report For

Printed: 26-06-2020

## Kimberley Estate

Work Order Report From: 01-06-2020 To 30-06-2020

Order #	Title	Ordered	Expected	Description	Cost	Supplier
0083640	Unit 181 - Water Leak	15/03/19	15/04/19	<b>**UPDATE**</b> Please contact Tenant after 1pm today. Dean 0439 910 945 <b>**UPDATE**</b> Please attend site and inspect the water leak issue in unit 181. Tenant has double story unit and the leak is likely coming from the master bedroom balcony on upper floor. Leaks and numerous crack issues. Please check if the problems are caused by balcony waterproofing issue. If so, please advise BM for balcony waterproofing. Once done, balcony tile skirting must be done. Dean 0439 910 945	\$150.00	Affordable Handyman and Building Services Pty Ltd
0087917	Unit 561 - Ceiling Painting	03/07/19	15/07/19	Please attend site and repaint the master bedroom and 2nd bedroom ceiling which were affected by leaks. Moulds need to be addressed before painting. Owner also advised the leak has damaged the walls and living room ceiling too. Please inspect and let BM know with outcome before painting. To be painted towards end of 2nd week of July to allow ceiling to dry. Unit 561. Luna 0402 475 513.	\$1000.00	Affordable Handyman and Building Services Pty Ltd
0090747	Unit 572 - Ensuite Tile repair	16/09/19	20/09/19	Please repair the single tile in unit 572. Damaged during plumbing work. KATE 0411 084 255.	\$200.00	Affordable Handyman and Building Services Pty Ltd
0097456	Unit 627 - Ceiling Joinery	25/02/20	28/02/20	Please attend site and seal the ceiling joinery in the 2nd bedroom above the window. Unit 627 Kate 0468 443 499	\$500.00	Affordable Handyman and Building Services Pty Ltd
0097663	Unit 160	28/02/20	05/03/20	water leak coming down balcony wall on unit 157, leak seems to be coming from unit 160 between HOB and brickwork. Please inspect and rectify issue. Contact: Unit 160 ANTHONY 0411229305 Unit 157 Igor 0423273800	\$800.00	Affordable Handyman and Building Services Pty Ltd



0098837	Unit 702 - Ensuite Fire Damper	24/03/20	27/03/20	Please attend site and inspect the ensuite fire damper in Unit 702. Aiman El-Roubaei and Amelia Marie Carrasco 0413 724 805 and 0457 338 470	\$150.00	CBD Mechanical Electrical
0098912	CCTV Installation	25/03/20	29/05/20	Please attend site and install CCTVs as per quote and discussed by members of SC during the separate meeting. Do not proceed with work nor order parts before you sign the Residential Building Works contract which will be sent by WPG. Please wait for the confirmation and green light from WPG or SC.	\$89600.00	PCS Security Pty Ltd
0099426	Unit 636	06/04/20	08/04/20	Hi can you please attend site and inspect any damages to Unit 636 and what needs to be rectified, please revert back to BM with report Contact: Ronnie 0434700896	\$200.00	Affordable Handyman and Building Services Pty Ltd
0099897	Block U2 Cooling Tower Fan Motor	16/04/20	30/04/20	Please attend site and replace the Block U2 cooling tower fan motor as per quote 19806.	\$3328.00	CBD Mechanical Electrical
0100151	Unit 177 Bathroom Leak	21/04/20	23/04/20	Hi can you please attend site for unit 177 leak in bathroom. leak coming from pipe entering slab. contact Monica on 0408 025 953.	\$200.00	Sydney Plumbing Pty Ltd
0100184	Unit 28 - Intercom	21/04/20	23/04/20	Please attend site and repair the intercom for Unit 28. John 0412 591 988.	\$150.00	PCS Security Pty Ltd
0100415	Block A - Distribution Board	24/04/20	30/04/20	Please attend site and replace the old analog distribution board in Block A.	\$500.00	TVSat
0100889	Unit 335 Broken bathroom tiles	06/05/20	13/05/20	Hi please attend site and repair two cracked tiles in ensuite shower for unit 335 please notify when complete. Contact Jason 0420363211 Scarlett 0420727411	\$200.00	Affordable Handyman and Building Services Pty Ltd
0101080	Block F - Fan noise	11/05/20	29/06/20	<b>**UPDATED WORK ORDER**</b> PLEASE ATTEND SITE AND RELOCATE THE FAN AS PER QUOTE 20096. Hi please attend site for fan noise in block F. complaint from unit 484 in regards.	\$2275.00	CBD Mechanical Electrical

[Download attachment](#)

0101260	LC3 Male Bathroom - Water Leak	13/05/20	15/05/20	Please attend site and inspect the possible water leak in LC3 male bathroom ceiling, above the basin. Possible leak from the garden or unit above.	\$150.00	Affordable Handyman and Building Services Pty Ltd
0101775	Block Q - Flat Roof Waterproofing	25/05/20	19/06/20	Please attend site and waterproof the flat roof on Block Q as per quote. <b>**Insurance required for jobs over \$20K**</b>	\$69840.00	Affordable Handyman and Building Services Pty Ltd

[Download attachment](#)[Download attachment](#)[Download attachment](#)

0101780	Block C 115 Entry	25/05/20	29/05/20	Hi please attend site for block C 115 entry door. Door not closing due to lock stricker. May need to realign door if possible.	\$100.00	Affordable Handyman and Building Services Pty Ltd
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0102157	LC1	01/06/20	05/06/20	HI please attend site for LC1 main door. Door not locking.	\$90.00	Pro Service Lock Smith
<a href="#">Download attachment</a>						
0102158	Block C 115 entry door	01/06/20	05/06/20	Please attend site and fix block C 115 entry door. not closing.	\$150.00	Affordable Handyman and Building Services Pty Ltd
<a href="#">Download attachment</a>						
0102159	Block H 134	01/06/20	03/06/20	Please attend site for block H 134, broken tiles at the main entry door.	\$150.00	Affordable Handyman and Building Services Pty Ltd
<a href="#">Download attachment</a>						
0102166	Unit 755 - Shower Floor Waste	01/06/20	05/06/20	Please attend site and repair the sunken ensuite shower floor waste in Unit 755. Orfrey 0410 060 270	\$250.00	Affordable Handyman and Building Services Pty Ltd
<a href="#">Download attachment</a>						
0102167	Unit 755 - Child Safety Lock	01/06/20	05/06/20	Please attend site and install child safety locks on all applicable windows in Unit 755. Orfrey 0410 060 270	\$130.00	Pro Service Lock Smith
<a href="#">Download attachment</a>						
0102194	Unit 457	01/06/20	05/06/20	Hi please attend site and replace fan for ensuite bathroom for unit 457 contact: noori 0425601045	\$320.00	Metta Air Conditioning
<a href="#">Download attachment</a>						
0102202	Unit 330	01/06/20	05/06/20	HI please attend site for unit 330 balcony door wheels. contact; Deniese 0481991892	\$310.00	Alumglass Pty Ltd
<a href="#">Download attachment</a>						
0102207	Repair of Broken Wire near L Garage	02/06/20	05/06/20	Hi Please attend site and repair broken wire for cameras near block L garage	\$590.00	PCS Security Pty Ltd
<a href="#">Download attachment</a>						
0102233	Exhaust Fan 260	02/06/20	05/06/20	HI please attend Unit 260 at your earliest convenience as there exhaust fan in there ensuite bath is not working. contact: Leah Jane Brookes -0458 462 097 Email: leahbrookes9@gmail.com Taylah Evans 0418 373 838 Email: evans.tayxo@hotmail.com	\$160.00	Metta Air Conditioning
<a href="#">Download attachment</a>						
0102247	Unit 319 - Ensuite Bathroom Seal	02/06/20	12/06/20	Please attend site and seal both the ensuite shower and ensuite bathroom floor. Unit 319 Gwyneth 0488 039 966	\$1318.18	Smart Sealed Bathrooms Pty Ltd
<a href="#">Download attachment</a>						
0102257	Rubbish	02/06/20	03/06/20	Please attend site and clear all household rubbishes around the estate, including oil cans, mattresses and paints.	\$2200.00	Affordable Handyman and Building Services Pty Ltd



<a href="#">Download attachment</a>						
0102262	Leak In LC4	03/06/20	03/06/20	Leak in LC4 pool and spa, structural dive needed to find cause and fix sharp tiles.	\$660.00	Forman Enterprises Australia Pty Ltd T/AS Network Pool & Spa Services
<a href="#">Download attachment</a>						
0102281	Unit 70 - Intercom	03/06/20	05/06/20	Please attend site and repair the intercom for Unit 70. When buzzed from foyer, phone is not ringing. Matt 0410 317 573.	\$180.00	PCS Security Pty Ltd
<a href="#">Download attachment</a>						
0102283	Unit 243 - Shower Seal	03/06/20	12/06/20	Please attend site and seal the ensuite shower. Unit 243 Donna 0414395903.	\$681.82	Smart Sealed Bathrooms Pty Ltd
<a href="#">Download attachment</a>						
0102284	Stationary Order - June 2020	03/06/20	12/06/20	Stationary Order - June 2020 A4 Paper - 5 reems Brother TN251C Cyan x 2 Brother TN251M Magenta x 2 Brother TN251BK Black x 2 Brother TN251Y Yellow x 2 1200 x 900 Whiteboard x 1 (7070340)	\$500.00	Pacific Building Management Group Pty Ltd
<a href="#">Download attachment</a>						
0102292	Block J540 - Carpet Clean	03/06/20	04/06/20	Please attend site and steam clean the corridor carpet on top floor of Block J540-551.	\$150.00	Spring Carpet Cleaning
<a href="#">Download attachment</a>						
0102321	Unit 755 Main Valve	04/06/20	11/06/20	Hi please attend site and fix/replace leaking main isolation tap for Unit 755. Orfrey 0410 060 270 will require shutdown.	\$490.00	Sydney Plumbing Pty Ltd
0102322	Leak in Pipe work	04/06/20	11/06/20	Hi please attend site for leak in U2 pipe work boiler room, will require shut down. Please arrange it with same date as u755. jacob knows about the leak/issue	\$800.00	Sydney Plumbing Pty Ltd
0102326	Illegal Parking Clamps	04/06/20	10/06/20	Please provide 5 x custom made parking clamps with signage. 1.5 meter heavy duty chain attachment required.	\$1250.00	Affordable Handyman and Building Services Pty Ltd
<a href="#">Download attachment</a>						
0102329	Unit 55 - Main Valve	04/06/20	08/06/20	Please attend site and replace the leaky hot water main valve in the laundry. Unit 355 Sebastian 0435 168 777	\$550.00	Sydney Plumbing Pty Ltd
0102333	LC3 Fan Room - Pipe Leak	04/06/20	08/06/20	Please attend site and repair the leaky pipe in LC3 fan room. Jacob knows about the issue.	\$500.00	Sydney Plumbing Pty Ltd
0102349	Unit 367	04/06/20	08/06/20	Hi Please attend unit 367, bedroom window rollers worn and window is not being able to latch with lock. contact; Ziv 0415 933 993	\$280.00	Alumglass Pty Ltd
<a href="#">Download attachment</a>						

0102361	Various Jobs	04/06/20	04/06/20	311 - Bathroom ceiling light leaking 749 - Internet phone line cut All LCs - Adjust timers for lights K3 CP - Light out between 292 - 297 Block Q - Smoke alarm beeping in front of 684 CP 684 - Light out 121 - Smoke alarm + Balcony light	\$380.00	Haidar Electrical Services
<a href="#">Download attachment</a>						
0102373	Block C115 - Awning	04/06/20	12/06/20	Please attend site and replace the old and damaged perspex awning above the foyer entrance of Block C115. Abraham has taken the photo.	\$1540.00	Affordable Handyman and Building Services Pty Ltd
<a href="#">Download attachment</a>						
0102457	U1 pin hole leak	09/06/20	16/06/20	Hi please attend site for pin hole leak above circulating pumps in u1 boiler room. Will need to be clamped then re-attended with a shutdown to fix the pipe.	\$700.00	Sydney Plumbing Pty Ltd
0102462	Unit 610	09/06/20	12/06/20	HI please attend unit 610 intercom, cant hear person buzzing from downstairs. contact; Home (02) 9662 4246 Medina 0404611793 Richard 0420519180	\$570.00	PCS Security Pty Ltd
<a href="#">Download attachment</a>						
0102494	Block N - Hot Water Issue	09/06/20	12/06/20	<b>**UPDATED** PLEASE REPLACE 2 x CIRCULATING PUMPS IN LMN HOT WATER PLANT ROOM. Please attend site and inspect the hot water issue in Block N. Few complaints received regarding irregular temperature. Unit 454 Kelly 0415 219 685</b>	\$2500.00	Sydney Plumbing Pty Ltd
<a href="#">Download attachment</a>						
0102508	Block U1 - TPR Valves	09/06/20	12/06/20	Please attend site and replace both TPR valves for Raypak heaters in Block U1.	\$786.80	Sydney Plumbing Pty Ltd
<a href="#">Download attachment</a>						
0102509	Block U2 - Check Valve	09/06/20	12/06/20	Please attend site and replace check valve for incoming cold water pipe to the heater, as discussed with Jacob.	\$500.00	Sydney Plumbing Pty Ltd
0102523	Unit 496 - Door Closer	09/06/20	12/06/20	Please attend site and replace the door closer. Door needs to be patched first as the old closer has been ripped out from the door skin. Unit 496 Kwok 0412 373 901	\$480.00	Affordable Handyman and Building Services Pty Ltd
<a href="#">Download attachment</a>						
0102524	Unit 496 - Balcony Wall	09/06/20	12/06/20	Please attend site, render the balcony wall and match paint. Possible damage due to water penetration via hob. Unit 496 Kwok 0412 373 901.	\$790.00	Affordable Handyman and Building Services Pty Ltd
<a href="#">Download attachment</a>						
0102525	Unit 496 - Balcony Fly Screen	09/06/20	12/06/20	Please attend site and repair the broken fly screen roller in the balcony. Unit 496 Kwok 0412 373 901.	\$190.00	Alumglass Pty Ltd



<a href="#">Download attachment</a>						
0102560	Block LMN - Hot Water Control Box	10/06/20	12/06/20	Please attend site and install circulating control box in Block LMN hot water plant room as discussed with Jacob.	\$1500.00	Sydney Plumbing Pty Ltd
0102565	Rubbish Pickup	10/06/20	11/06/20	Hi please attend site and remove all rubbish around the estate.	\$1350.00	Affordable Handyman and Building Services Pty Ltd
<a href="#">Download attachment</a>						
0102574	LC Access	10/06/20	13/06/20	Please enable all access to LCs, ready for re-opening on Saturday the 13th. Adjust the clocks and timers accordingly also.	\$150.00	PCS Security Pty Ltd
<a href="#">Download attachment</a>						
0102600	Unit 5 - Master Bedroom Window Issues	10/06/20	12/06/20	Please attend site and inspect the master bedroom windows and fly screens. Owner is advising that they are very hard to open. Unit 5 Emmauella 0418 972 177	\$860.00	Alumglass Pty Ltd
<a href="#">Download attachment</a>						
0102611	Block N - Hot Water Issue	10/06/20	10/06/20	<b>**EMERGENCY CALL OUT**</b> Please attend site urgently and replace the circulating pump servicing Block N. You can take off a working pump from another block and replace when the new stock arrives.	\$500.00	Sydney Plumbing Pty Ltd
0102617	LC4	11/06/20	12/06/20	Hi Please attend site ASAP for LC4 ventilation.	\$212.50	CBD Mechanical Electrical
<a href="#">Download attachment</a>						
0102623	Unit 569 - Intercom	11/06/20	18/06/20	Hi please attend unit 569 intercom. Resident says it doesnt buzz or ring when someone buzzes. contact; 0466382379	\$710.00	PCS Security Pty Ltd
<a href="#">Download attachment</a>						
0102625	LC4	11/06/20	11/06/20	attend site and check LC4 ventilation.	\$160.00	Metta Air Conditioning
<a href="#">Download attachment</a>						
0102657	Unit 182 - Intercom	11/06/20	15/06/20	Please attend site and repair the intercom for Unit 182. It works occasionally but not working most of times. Jon 0404155091	\$310.00	PCS Security Pty Ltd
<a href="#">Download attachment</a>						
0102670	Missing Drain Cover	12/06/20	15/06/20	Hi please attend site and supply drain cover for one missing in block J garden area. BM will show exact location.	\$180.00	Affordable Handyman and Building Services Pty Ltd
<a href="#">Download attachment</a>						
0102674	Various Jobs	12/06/20	12/06/20	LC3 - Extra power point required for CCTV Block U1 - Extra power point required for CCTV Main Singage - Extra power point required for CCTV LC1 - Lamp post light out Unit 5 - Faulty kitchen light and Power issues	\$650.00	Haidar Electrical Services

				in the laundry All LCs - Comprehensive tests on all steam rooms and saunas All LCs - Adjust timer for lights Unit 121 - Balcony light out		
<a href="#">Download attachment</a>						
0102694	Unit 752 - Intercom	12/06/20	16/06/20	Please attend site and repair the intercom for Unit 752. Daniel 0431 922 781	\$180.00	PCS Security Pty Ltd
<a href="#">Download attachment</a>						
0102707	Additional CCTVs for LCs	12/06/20	30/06/20	Please attend site and install additional CCTVs for all LC entrances as discussed with SC.	\$6400.00	PCS Security Pty Ltd
<a href="#">Download attachment</a>						
0102708	Unit 587 - Main Valve	12/06/20	16/06/20	Please attend site and replace the faulty cold water main valve in Unit 587 (Block P). Liz 8054 2371.	\$550.00	Sydney Plumbing Pty Ltd
0102709	Rubber Mats	12/06/20	17/06/20	Please provide 5 x rubber mats for LCs. Same size as before.	\$750.00	Affordable Handyman and Building Services Pty Ltd
<a href="#">Download attachment</a>						
0102766	Change Barrel Lock	15/06/20	19/06/20	HI please attend site and change barrel from garage door into LC2 near toilets.	\$100.00	Pro Service Lock Smith
<a href="#">Download attachment</a>						
0102768	Unit 324	15/06/20	19/06/20	unit 324 Front Door not locking contact 0432766781	\$250.00	Pro Service Lock Smith
<a href="#">Download attachment</a>						
0102769	Block A	15/06/20	19/06/20	HI please attend for Block A striker hitting flashing causing door not to lock	\$50.00	Pro Service Lock Smith
<a href="#">Download attachment</a>						
0102780	Block U2 - Hot water issues	15/06/20	16/06/20	<b>**UPDATED** PLEASE ATTEND SITE URGENTLY AND REPLACE THE CIRCULATION PUMP AS DISCUSSED WITH JACOB.</b> Please attend site as soon as possible and inspect the hot water issue in Block U2. Temperature is fluctuating badly. Unit 740 Joel 0401 710 995 Unit 762 Nicole 0451 345 220	\$2500.00	Sydney Plumbing Pty Ltd
<a href="#">Download attachment</a>						
0102784	Unit 5 - Master Bedroom Window	15/06/20	16/06/20	Please attend site and rectify the master bedroom <b>window frame</b> issue. Top of the frame is bent inwards towards the room due to possible collapsed cement or brick work above. Once the repair is done, please paint the area including the water marks caused by the leak due to bent frame. Unit 5. Emmanuella 0418 972 177.	\$500.00	Affordable Handyman and Building Services Pty Ltd
0102799	Unit 80 - Balcony Door	15/06/20	19/06/20	Please attend site and repair the balcony door for Unit 80. 0405 074	\$310.00	Alumglass Pty Ltd



				670		
<a href="#">Download attachment</a>						
0102809	LC Access Control	15/06/20	15/06/20	Please attend site and check the access control system for LC1, 3 and 4.	\$150.00	PCS Security Pty Ltd
<a href="#">Download attachment</a>						
0102835	Unit 243 - Main Bathroom Shower Seal	16/06/20	19/06/20	Please attend site and seal the main bathroom shower. Unit 243 Donna.	\$681.82	Smart Sealed Bathrooms Pty Ltd
0102853	Unit 404 - Ensuite Shower	16/06/20	19/06/20	Please attend site and repair the broken shower drain, broken tiles around and missing grouts. **Note that the resident has specifically asked for the contractor to wear correct PPE equipment while working in the unit such as masks and gloves.** Unit 404 Pania - 0419 423 347.	\$150.00	Affordable Handyman and Building Services Pty Ltd
0102862	Unit 499 - Kitchen Window	16/06/20	19/06/20	Please attend site and inspect the wall above kitchen window in Unit 499. Owner is claiming that the wall has caved in slightly so the fly screen can no longer be removed. Joe 0416 242 238.	\$180.00	Affordable Handyman and Building Services Pty Ltd
<a href="#">Download attachment</a>						
0102901	Block Q 637	17/06/20	19/06/20	Hi can you please attend site for block Q 637 foyer door. Handle is loose and needs replacement.	\$180.00	Pro Service Lock Smith
<a href="#">Download attachment</a>						
0102938	Rubbish Collection	17/06/20	19/06/20	Please attend site and clean up mixed rubbishes around the site including wardrobe, gas bottles and large TVs.	\$770.00	Affordable Handyman and Building Services Pty Ltd
<a href="#">Download attachment</a>						
0102943	LC3 Fan Room	18/06/20	23/06/20	Hi please attend site and clamp leaking pipe in LC3 fan room. Will need to be repaired which will require shutdown.	\$500.00	Sydney Plumbing Pty Ltd
0102963	Unit 309	18/06/20	25/06/20	Hi please attend site for unit 309 and see issue with blocked drainage in ensuite. Issue may not be strata related so please identify cause of blockage first. Contact Chris; 0410 969 623	\$220.00	DM Plumbing Connections Pty Ltd
<a href="#">Download attachment</a>						
0102999	Block Q634 - Door Handle	18/06/20	19/06/20	Please attend site and replace the snapped lever handle in Block Q634 level 2, door leading to carpark from corridor.	\$130.00	Pro Service Lock Smith
<a href="#">Download attachment</a>						
0103014	K4 Door Closer	19/06/20	24/06/20	Hi please attend site and adjust k4 door closer to make door close abit quicker.	\$50.00	Pro Service Lock Smith
<a href="#">Download attachment</a>						

0103032	Block PQ	19/06/20	22/06/20	Please attend site for circulating pumps in PQ, several residents complaining water is not hot enough. Unit 661 Kim 0433331918 - complaint Unit 664 Tenant 0410405884 - complaint	\$275.00	Sydney Plumbing Pty Ltd
<a href="#">Download attachment</a>						
0103034	Unit 623 Intercom	19/06/20	24/06/20	Please attend site for unit 623 intercom, cant hear people downstairs at the foyer door. Contact; alex 0402223797	\$150.00	PCS Security Pty Ltd
<a href="#">Download attachment</a>						
0103039	Parking Clamps	19/06/20	23/06/20	Hi can you please attend site and add some padding foam to all parking clamps around site to reduce noise when they are dropped on the floor.	\$350.00	Affordable Handyman and Building Services Pty Ltd
<a href="#">Download attachment</a>						
0103044	Block C115	19/06/20	25/06/20	cut back striker for main foyer door block C115	\$200.00	PCS Security Pty Ltd
0103047	Block Q Level 1 Sign	19/06/20	26/06/20	HI please provide metal sign for block Q level 1 near lift Silver background with black text LEVEL 1 UNITS 637-641	\$450.00	Affordable Handyman and Building Services Pty Ltd
<a href="#">Download attachment</a>						
0103051	Unit 423	19/06/20	26/06/20	Leak spotted on facade wall north facing of block M, seems like its coming from unit 423 kitchen. Can you please attend site and investigate furthur. contact 423; Angus 0403917285	\$200.00	Sydney Plumbing Pty Ltd
0103072	Unit 546 Intercom	22/06/20	26/06/20	Hi can you please attend site for unit 546 intercom. contact : Bodi 0435037617	\$180.00	PCS Security Pty Ltd
<a href="#">Download attachment</a>						
0103131	Block U2 - Hot Water Plant Room	22/06/20	24/06/20	Please attend site and repair the burst pipe in Block U2 hot water plant room. Jacob has installed clamps as temp solution.	\$250.00	Sydney Plumbing Pty Ltd
0103132	Block LMN - Check Valve	22/06/20	25/06/20	Please attend site and install the check valve in Block LMN hot water plant room. Jacob has the information.	\$500.00	Sydney Plumbing Pty Ltd
0103152	Unit 191	23/06/20	26/06/20	HI please attend unit 191 and regROUT shower contact; tyson 0413279915	\$500.00	Affordable Handyman and Building Services Pty Ltd
0103162	Unit 188 - Leaks	23/06/20	24/06/20	Please attend site and inspect the leaks in Unit 188. Wet spot on the kitchen ceiling and the balcony light is water logged. Lendy 0437 661 882.	\$150.00	Sydney Plumbing Pty Ltd
0103165	Bi-Annual Wet Repairs	23/06/20	01/07/20	Hi please attend site for bi - annual repairs for wet list as per Quote# 4028SM	\$2960.00	Fire Flow Solutions Pty Ltd T/A Southside Fire & Safety
<a href="#">Download attachment</a>						



0103166	BM Office Printer	23/06/20	03/07/20	1 x Brother MFC-L8690CDW (7057843) 1 x TN443 High Yield Yellow (7057329) 1 x TN443 High Yield Black (7057326) 1 x TN443 High Yield Cyan (7057327) 1 x TN443 High Yield Magenta (7057328)	\$1500.00	Pacific Building Management Group Pty Ltd
<a href="#">Download attachment</a>						
0103173	Rubbish Collection	23/06/20	25/06/20	Please attend site and collect all rubbish from the site. Ensure to check all parking areas along Block LMNPQ.	\$900.00	Affordable Handyman and Building Services Pty Ltd
<a href="#">Download attachment</a>						
0103185	Various Jobs	23/06/20	23/06/20	LC1 - Sauna not working Block J540 - Lift light out Block Q - Level 3 fluro out Block Q - Level 6 EXIT light out LC2 - Steam room not working Block LMN - Wall embedded lights out along LMN CP entrance LC4 - Sauna light out Block B - Garage light out Unit 188 - Balcony ceiling light water logged LC3 - Ceiling light cover missing LC1 - Male toilet light out Block Q - 763 storage light out	\$450.00	Haidar Electrical Services
<a href="#">Download attachment</a>						
0103191	Block F - Flapping Noise from Roof	23/06/20	26/06/20	Please attend site and inspect the flapping noise during the windy days in the roof area above unit 484. Drone could be used to conduct a visual inspection from outside. Roof access via manhole is available. Unit 484 Evon 0412 859 859	\$250.00	Affordable Handyman and Building Services Pty Ltd
0103193	Block K3 - Scrubs	23/06/20	30/06/20	Please plant scrubs near Block K3 car park area in front of Visitor Parking area. Few scrubs have been mowed down by accident.	\$250.00	Commercial Landscape Maintenance Pty Ltd
0103195	Block A - Rodent Bait Stations	23/06/20	26/06/20	Please attend site and set up extra rodent bait stations around Block A especially the garden along Dalmeny Avenue.	\$300.00	Pesteco Pty Ltd
0103205	LC1	24/06/20	26/06/20	HI Please attend site and adjust LC1 door closer, speed it up so door closes.	\$50.00	Pro Service Lock Smith
<a href="#">Download attachment</a>						
0103206	Unit 647 Buzzer	24/06/20	03/07/20	Hi please attend site for unit 647 intercom, not buzzing from downstairs. contact: 0415854057	\$180.00	PCS Security Pty Ltd
<a href="#">Download attachment</a>						
0103215	Unit 163 - Main Valve	24/06/20	29/06/20	Please attend site replace the leaky main valve in Unit 163 (Block H). Susan 0416 047 953.	\$550.00	Sydney Plumbing Pty Ltd
0103221	Block U1 - Level 2 Fire Door Lever	24/06/20	26/06/20	Please attend site and repair the loose fire door lever in Block U1, Level 2.	\$120.00	Pro Service Lock Smith
<a href="#">Download attachment</a>						
0103242	BM Office Computers and	24/06/20	25/06/20	Please attend site urgently and check out the neetwork issue. Contacted	\$200.00	Network Computer

	Printers			Brother tech support for new printer set up assistance however after fiddling around with the modem set up, none of the computers can connect to internet and printer is still down also. Currently relaying on personal hotspot from my personal mobile phone.		Consulting
0103271	Various Jobs	25/06/20	02/07/20	Hi please attend site for jobs below; - Re concrete section of ring road in front of block B59 - Re post broken disabled sign in front of K2 - Remove metal piece sticking out of the ground in front of BM carspots.	\$800.00	Affordable Handyman and Building Services Pty Ltd
0103322	Unit 493 intercom	26/06/20	02/07/20	Hi please attend site for unit 493 intercom cant be heard in the unit when people buzz downstairs contact; Clint 0434136051	\$180.00	PCS Security Pty Ltd
0103323	Unit 493 intercom	26/06/20	02/07/20	Hi please attend site for unit 493 intercom cant be heard in the unit when people buzz downstairs contact; Clint 0434136051	\$180.00	PCS Security Pty Ltd
0103336	Various Jobs	26/06/20	03/07/20	Please attend site for these jobs; - Block M 413 level 3 doorway leading to garage missing tile - Block M main entry loose brick - Block P in front of unit 601, the garbage chute room add door stopper at the bottom to reduce slamming noise	\$750.00	Affordable Handyman and Building Services Pty Ltd
0103339	Unit 437 - Garage Door Numbering	26/06/20	30/06/20	Please attend site and attach garage door numbering for Unit 437. Block LMN car park, top floor on the far left hand side. Mohammad 0424 214 590	\$300.00	Affordable Handyman and Building Services Pty Ltd
0103345	Block H142-151 - Foyer Door Electric Strike	26/06/20	30/06/20	Please attend site and replace the rusty electric strike in Block H142-151 with a new item.	\$200.00	Pro Service Lock Smith
<b>TOTAL: \$223999.12</b>						

Report For

Printed: 26-06-2020

## Kimberley Estate

RFQ Report From: 01-06-2020 To 30-06-2020

RFQ #	Title	Date Created	Description	Notes	Service
0005820	LC2 Renovations	24/11/15	LC2 Renovations. Option 1 to renovate existing pool gym steam and spa option2 to transform the LC2 into a sports centre	Both scopes have been attached for you to look at and price accordingly.	Building/General Maintenance
<a href="#">Download attachment</a> <a href="#">Download attachment</a>					
0005846	Laptop	30/11/15	Supply 1 x suitable laptop with the ability to connect to wifi and also projector. will also need 1 x microsoft office. migrate existing info from desktop to laptop and configuration	need something to me asap	IT



0008619	Block C Roof Cavity	01/03/18	As per our observation, please supply us with a quote for Block C roof cavity repair and blocking of all gaps to the area.		Building/General Maintenance
0008623	Boom Gates for Main Driveway	02/03/18	Please attend site and provide a quote for entry and exit boom gates for main driveway. We use 2 types of proxy card/remote control for access which might be compatible with boom gate control.		Building Management
0008657	Unit 169 - External Wall Crack	12/03/18	Please attend site and check for the water leak problem in the lounge wall. Could come from the external ceiling and wall cracks. Unit 169. Please contact Elizabeth on 0423 076 334 for access.		Building/General Maintenance
0008661	Unit 281 - Balcony Waterproofing	13/03/18	Please attend site and provide a quote for balcony waterproofing of unit 281. Water is leaking into the unit below (274). Contact Andy (Unit 281) on 0435 574 998 for access.		Waterproofing
0008711	Unit 281 and Unit 663 Balcony Waterproofing	22/03/18	Please attend site and check unit 281 and 663 balcony waterproofing. Leaks detected from units below. Contact details are as below for access. Unit 281 - Andy 0437574998 Unit 663 - Bin 0422 336 707		Waterproofing
0008721	Unit 363 - Water Leak from Window	26/03/18	Please attend site and provide us a quote for leaky window frame in unit 363. Contact Jimi on 0411 250 260 for access.		Glass Services / Ballustrades
0012340	Unit 538 - Master Bedroom Flood Damage Repair	17/06/20	Please attend site and provide us a quote for flood damage in master bedroom, walk-in closet and ensuite bathroom of Unit 538. Bobby 0459 616 999 or Julie 0421 491 289		Building Maintenance

Report For

Printed: 26-06-2020

## Kimberley Estate

PMS Report From: 01-06-2020 To 30-06-2020

Instant Heater Maintenance			
	Service Date	Action	Comments
1	01/06/20	Service of equipment as per Contract	
<a href="#">Download attachment</a>			
Gardening/Landscaping			
	Service Date	Action	Comments

2	24/06/20	Service of equipment as per Contract	
<a href="#">Download attachment</a>			
<b>Pest control</b>			
	<b>Service Date</b>	<b>Action</b>	<b>Comments</b>
3	01/06/20	Service of equipment as per Contract	
<a href="#">Download attachment</a>			
4	01/06/20	Service of equipment as per Contract	
<a href="#">Download attachment</a>			

Report For

Printed: 26-06-2020

## Kimberley Estate

Hazard Report From: 01-06-2020 To 30-06-2020

No hazard report records
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Report For

Printed: 26-06-2020

## Kimberley Estate

Facility Request Report From: 01-06-2020 To 30-06-2020

No facility request records
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9 June 2020

To :

Strata Manager  
c/o Mr Michael Price,  
Whelan Property Group Pty Limited

277 Pyrmont Street  
Ultimo NSW 2007

Dear Strata Manager,

RE: PERMISSION OF SECTION 4.55(2) APPLICATION MODIFY DEVELOPMENT CONSENT U02-1083 TO EXTEND THE APPROVED HOURS OF OPERATION FOR FURTHER 4 HOURS AND EXTEND APPROVED SUNDAY TRADING HOURS

We wish to ask you for permission of below modifications to the existing approved take-away shop:

The proposed hours of operations are 8:00 am to 12:00 am daily  
Modify Development Consent U02-1093 from exclusive takeaway shop to dine in restaurant

The proposed modification will not affect the neighbour shops because of no proposed work in the common property.  
The number of staff employed and shop management structural will remain unchanged. The proposal will not alter the existing restaurant layout, kitchen facility and shop footprint. It will be publicly notified by the Council's notification policies.

The site is classified as "all other areas" within the Council Final Late-Night Trading Areas summary map, the indoor late-night trading hours for Category B Low Impact Premises within 'all other areas' are as follows:

- o Base hours: 7 am to 10 pm
- o Extended hours: 7 am to midnight

Therefore, the proposed extended opening hours to midnight is considered to be in the public interest as it provides an important service to the local area.

The original construction fit-out and finishes of the premises complied with the Food Act 1989 and Regulations thereunder and the National Code for the Construction and Fitout of Food Premises, therefore the proposed changes from exclusive takeaway shop to dine in restaurant is recommended.

Please let us know if we can go ahead to apply to Council. Should you require further clarification regarding this matter, please do not hesitate to contact the undersigned.

Best regards,

Ms Fujinmei Liu  
Tenant of Unit 794  
83-93 Dalmeny Avenue, Rosebery  
M: 0426 698 994  
E: jinmeiliufu125@gmail.com

Attachment:

- 1) Late-Night Trading Areas summary map
- 2) Floor Plan

8/104

Suite 2, ~~444~~ John St  
Cabramatta NSW 2166  
Tel: (02) 9726 0999  
Fax: (02) 9726 0777  
Email: goldstar-cabramatta@bigpond.com  
www.goldstarpartnercabramatta.com.au



15/06/2020

To Whom It May Concern

**RE: 794/83-93 DALMENY AVE, ROSEBERRY NSW 2018**

**Tenant: Friends Yum Kitchen Pty Ltd**

This letter to give full consent for Application to Modify a development consent (Original DA number: U02-1093) for the above premises for Friends Yum Kitchen Pty Ltd according to Section 4.55 of Environmental Planning And Assessment Act 1979 as follows:

Schedule 3) modify Development Consent U02-1093 from exclusive takeaway shop to dine in the restaurant;


and Schedule 4) to extend the approved hours of operation from 8:00 am -12:00am Mondays to Sundays daily

Yours Faithfully

GOLDSTAR PARTNERS REAL ESTATE CABRAMATTA



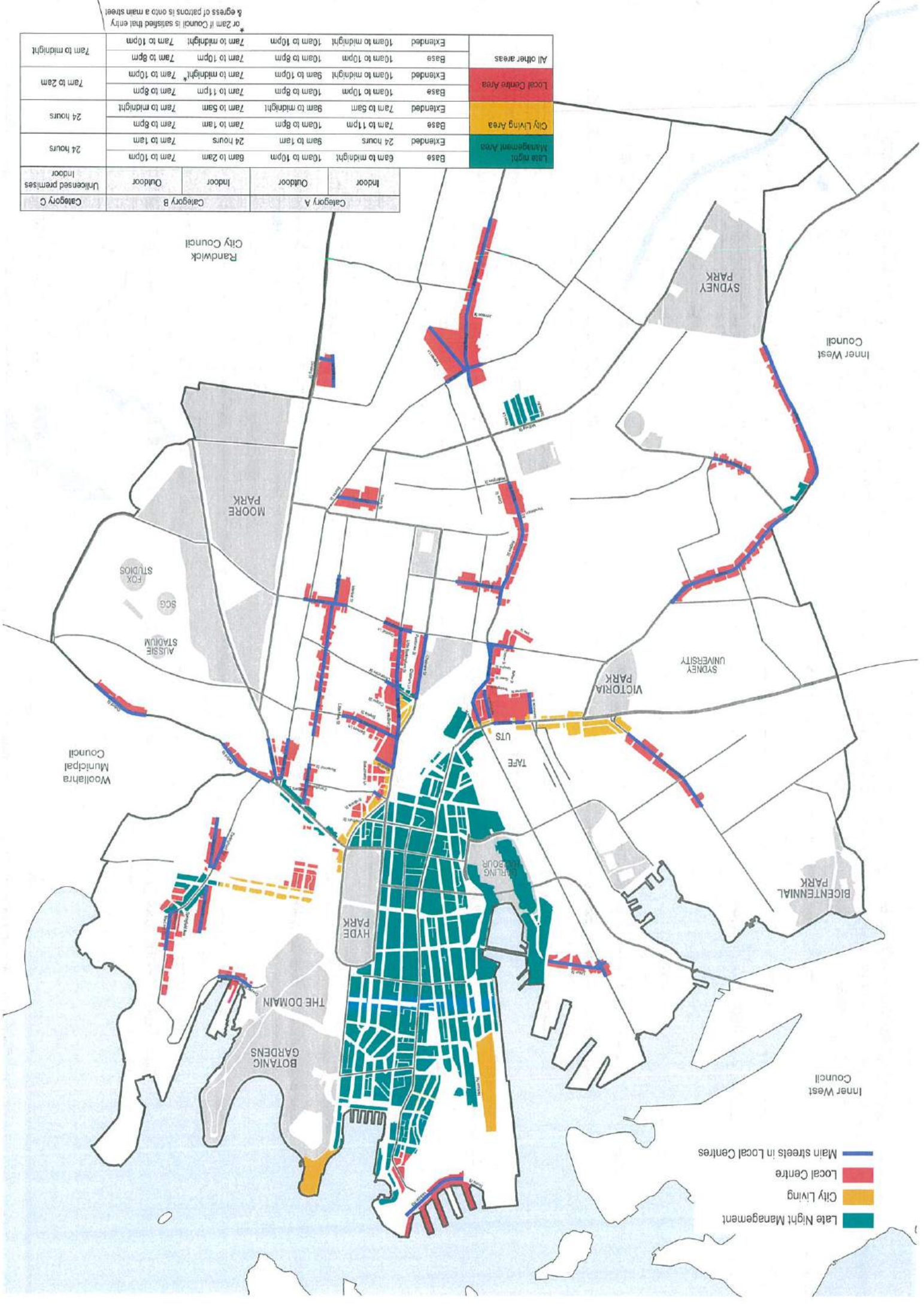
Ken Nguyen  
PRINCIPAL



Ms Thi Tuong Vi Cao  
LANDLORD







- Late Night Management
- City Living
- Local Centre
- Main streets in Local Centres

Category C Unlicensed premises	Indoor	Outdoor	Category A		Category B		Category C Unlicensed premises
			Indoor	Outdoor	Indoor	Outdoor	
24 hours	Base	6am to midnight	10am to 10pm	6am to 2am	7am to 10pm	24 hours	
	Extended	24 hours	9am to 1am	24 hours	7am to 1am		
24 hours	Base	7am to 11pm	10am to 8pm	7am to 1am	7am to 8pm	24 hours	
	Extended	7am to 5am	9am to midnight	7am to 5am	7am to midnight		
7am to 2am	Base	10am to 10pm	10am to 8pm	7am to 10pm	10am to 8pm	7am to 2am	
	Extended	10am to midnight	9am to 10pm	7am to 10pm	10am to 8pm		
7am to midnight	Base	10am to 10pm	10am to 8pm	7am to 10pm	10am to 8pm	7am to midnight	
	Extended	10am to 10pm	10am to 8pm	7am to 10pm	10am to 8pm		
* or 2am if Council is satisfied that entry & egress of patrons is onto a main street							

All other areas  
Local Centre Area  
City Living Area  
Late Night Management Area



# **CONSULTANT FEE PROPOSAL**

## **SCOPE OF WORKS & PROJECT MANAGEMENT**

ASSESSMENT OF CRACKING TO UNIT 490

**STRATA PLAN: 53194**

**'KIMBERLEY ESTATE',  
83-93 Dalmeny Avenue,  
ROSEBERY**

Date: 2 June 2020

(Reference: 14-047 FP 200527.docx)



Dear Shawn,

## 1.0 INTRODUCTION

We thank you for the invitation to submit a fee proposal for consultancy services for the Owners Corporation of Strata Plan 53194 at 83-93 Dalmeny Avenue, Rosebery.

We understand that the Owners Corporation would like a scope of works for the repairs to cracking to walls and balcony floors of Unit 490 at the subject property.

We confirm we have the expertise and qualifications to undertake these works and provide the following for consideration:

## 2.0 OUR PROFESSIONAL SERVICES

### Item 1: Scope of Works / Tender Document

- Co-ordinate access into property;
- Conduct site inspection of Unit 490 to assess and determine the cause and extent of reported cracking;
- Preparation of Scope of Works to reflect the extent of the proposed remedial works;
- The extent of the proposed works to include any legislative requirements to ensure compliance with current National Construction Code;
- Scope of Works to reference the appropriate materials, work methodology, OHS requirements, and applicable standards;
- Scope of Works to include technical drawings as required.

**Our professional consultancy services fee for this item is \$2,650.00 + GST.**

### NOTES:

- All site observations are from ground level or where safe access is gained;
- We have allowed one site inspection (unless otherwise stated);
- We have not allowed for any destructive testing or investigation.

### Item 2: Administering of Tender Process

- Issue Scope of Works to 4 selected qualified remedial builders suitable for the required building works. A tender period of three-four weeks will be allocated;
- Review of tender submissions;
- Preparation and issue of detailed Tender Assessment Report to Owners Corporation.

**Our professional consultancy services fee for this item is \$1,000.00 + GST.**

#### Item 3: Preparation of Contracts

- Preparation of contract documents to reflect Master Builder contract conditions;
- Scope of Works to be incorporated into the contract documents including tender;
- Arrange for contracts to be executed.

**Our professional consultancy services fee for this item is \$1,250.00 + GST.**

#### Item 4: Supervision Role

- Conduct regular site inspections with the Contractor during critical stages of the works including a final inspection;
- Issue regular status reports detailing the progress of works under contract (WUC);
- Issue advice to the Contractor during the remedial works as required;
- Issue advice to the Owners during the remedial works as required;
- Assess payment claims and variations and issue advice;
- Issue the Owners Corporation correspondence at the successful completion of the works.

**Our professional consultancy services fee for this item is \$1,250 plus GST per site inspection.**

### **3.0 PAYMENT TERMS**

Invoices will be submitted following our services or at the end of each month for supervision projects. Trading terms for professional services rendered is seven (7) days from the date of invoice. The Client shall remit payment for the full amount as shown on the supplied tax invoice(s).

### **4.0 ACCEPTANCE OF FEE PROPOSAL**

Commencement of 'Our Professional Service Fee' is subject to the signing of the terms and conditions attached to this fee proposal. The agreement between the Client and the Consultant will be formalised following signature from both parties. Upon signing of this fee proposal by the Client, the Consultant shall ratify the agreement by signature and forward the completed agreement to the client. Alternatively, a Work Order will be deemed as acceptance of our terms and conditions.

We thank you again for the opportunity to submit this fee proposal.

If you require any further information, please contact us on the office number or via email.

Regards,  
For Landlay Consulting Group



**John Vikiarellis | Director**

P: 02 8095 8556

E: [johnv@landlay.com.au](mailto:johnv@landlay.com.au)

Enclosed:-      Agreement for the provision of consultancy services  
                     Fees for additional work  
                     Insurance details



## Agreement for the Provision of Consultancy Services

BETWEEN LANDLAY CONSULTING GROUP PTY LTD (the Consultant)  
AND STRATA PLAN 53194 (the Client)  
ADDRESS 'KIMBERLEY ESTATE' 83-93 DALMENY AVENUE, ROSEBERY

These terms and conditions (**Terms**) govern the supply of consultancy services by Landlay Consulting Group Pty Ltd ACN 149 926 358 (**Consultant**) to the Client.  
OPERATIVE PROVISIONS

### Definitions and interpretation

#### Definitions

In these Terms, unless the context indicates otherwise: **Claims** means all demands, claims, proceedings, penalties, fines and liability (whether criminal or civil, in contract, tort or otherwise).

**Client** means the client (or any person acting on behalf of and with the authority of the Client) as described in the Proposal.

**Confidential Information** includes any information marked as confidential and any information received or developed by the Consultant during the term of these Terms, but excludes information that: is not publicly available; or was known by the Consultant prior to the Client disclosing the information to the Consultant.

**Consultant's Personnel** means any person or persons that the Consultant designates to perform the Services on the Consultant's behalf.

**Consultancy Services** means the consultancy services to be provided by the Consultant as outlined in the Proposal.

**Fees** means the fees set out in the Proposal.

**GST** has the meaning given in the GST Law.

**GST Law** means the same as in the A New Tax System (Goods and Services Tax) Act 1999 (Cth).

**Intellectual Property** includes trademarks, patents, copyrights, processes know-how, registered designs or other like rights or any right to apply for registration of any of the former.

**Loss** means all loss including financial loss, damages, legal costs and other expenses of any nature whatsoever.

**Parties** means the Consultant and the Client, and **Party** mean either one of them.

**Premises** means the premises set out in the Proposal.

**Project Material** means all material created or developed by the Consultant under the Proposal or otherwise in connection with the Consultancy Services.

**Proposal** means the attached Consultant fee proposal.

**Termination Date** means the earlier of:

- (a) the date of termination of these Terms by the Client or the Consultant; and
- (b) the date of expiry of these Terms.

**Third Party Contractor** means third party contractors or consultants engaged by the Client and otherwise not engaged by the Consultant.

#### Consultancy Services

The Consultant will provide the Consultancy Services to the Client in consideration for the Client paying the Fee to the Consultant, subject to the provisions of these Terms.

The Consultant will use reasonable endeavours to provide the Consultancy Services in a timely manner.

For the avoidance of doubt, the Consultancy Services exclude pest inspection services and the identification of hazardous building materials such as asbestos and lead contamination. These excluded matters are outside the scope of the Consultant's expertise and the Client is responsible to procure an independent assessment accordingly. The Consultant may, but is not required to, recommend an independent Third Party Contractor to inspect and report on the Excluded Services where appropriate.

#### Fees

##### Payment of Fees

In consideration of the provision of the Consultancy Services in accordance with these Terms, the Client will pay the Consultant the Fees.

Where the Consultant's charges for additional work are based on an hourly rate, any time spent which is less than an hour is charged on a pro-rated basis.

## Agreement for the Provision of Consultancy Services

BETWEEN LANDLAY CONSULTING GROUP PTY LTD (the Consultant)  
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The Client acknowledges that the Fees are exclusive of any GST that may be charged by the Consultant to the Client, and therefore, the Consultant will be entitled to add on GST.

### Invoicing

The Consultant will provide the Client with a tax invoice in accordance with the GST Law in relation to fees payable under this clause 0.

The Client must pay the Consultant's Fees within 7 days after receiving the Consultant's invoice.

### Costs and disbursements

The Consultant is permitted to charge for all costs and expenses incurred in performing the Consultancy Services as set out in the "Other Charges" section of the Proposal.

### Failure to pay

If the Client does not make a payment by the date stated in an invoice or as otherwise provided for in the agreement, the Consultant is entitled to do any or all of the following:

- charge interest on the outstanding amount at the rate of 2% per year above the base lending rate of the National Bank of Australia, accruing daily;

- require the Client to pay, in advance, for any Consultancy Services (or any part of the Consultancy Services) which have not yet been performed; and

- not perform any further Consultancy Services (or any part of the Consultancy Services).

### Client's obligations

During performance of the Consultancy Services the Client will:

- co-operate with the Consultant and provide the information and documentation that the

Consultant reasonably requires in a timely manner; and

grant the Consultant with reasonable access to the Premises.

### Use of subcontractors

The Consultant is permitted to use other persons to provide some or all of the Consultancy Services provided that the Consultant is responsible for the work of any of the Consultant's subcontractors.

### Use of Third Party Contractors

Where the Client engages Third Party Contractors, the Client acknowledges and agrees that:

- it is responsible for such engagement including remittance of all applicable fees to each Third Party Contractor;

- it must satisfy itself that the Third Party Contractor has the necessary qualifications and insurances in place to complete the brief; and

- the Consultant is not responsible for such third party engagements.

### Contract superintendent

Where the Consultancy Services include contract superintendent services the following conditions apply:

- the Consultant is authorised to act as agent of the Client to carry out those services;

- all communications by the Client, the Third Party Contractors or others relevant to the Consultancy Services will be made to or through the Consultant;

- the Consultant may make such decisions and issue such instructions as are in its opinion necessary for the safety of persons or property, or the proper performance of the Consultancy Services;



## Agreement for the Provision of Consultancy Services

BETWEEN LANDLAY CONSULTING GROUP PTY LTD (the Consultant)  
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ADDRESS 'KIMBERLEY ESTATE' 83-93 DALMENY AVENUE, ROSEBERY

the Consultant may make all decisions, which it is authorised or required to make under the relevant contracts, including decisions on claims made by Third Party Contractors or the Client as required, and decisions relating to the interpretation of documents pertaining to those contracts provided the Consultant reasonably consults with the Client in regard to any material time and costs impacts on the works. The Client will nominate a contact person for this purpose from time to time via the strata agent;

the Consultant may issue all certificates required or permitted by relevant contracts, which it administers;

the relevant Third Party Contractor alone is responsible for the proper execution of the work;

the contract superintendent services are not rendered for the benefit of nor does the Consultant undertake a duty of care towards any Third Party Contractor; and

the Consultant is not responsible to the Client for the means, methods, techniques, sequences, procedures and use of equipment, of any nature whatsoever whether approved by the Consultant or not which are employed by the Third Party Contractor or others in executing any phases of the project.

### Expert witness

Where the Consultancy Services include expert witness services the following conditions apply:

the Client acknowledges that the Consultant is not an advocate for the Client and has a paramount duty to assist the court impartially in accordance with the Expert witness code of conduct under the *Uniform Civil Procedure Rules 2005* (NSW);

if the expert nominated by the Consultant becomes unavailable because of sickness or

death, then the extent of the Consultant's liability will be to provide an alternative expert with reasonably similar expertise.

### Delay

If the Consultant becomes aware of any circumstance that will materially alter the scope or timing of the Consultancy Services, it will provide written notice to the Client within a reasonable time with reasonable detail of the circumstances that has resulted in the delay of the Consultancy Services.

If there are any delays or extensions that cumulatively exceed 6 months from the Commencement Date for reasons outside the control of the Consultant, the Consultant may vary the Fees with 14 days' prior written notice to the Client.

### Intellectual Property

The Client acknowledges that the Consultant owns all Intellectual Property in the Project Material.

The Consultant grants the Client a non-exclusive, royalty free and perpetual licence to use, reproduce, modify and adapt the Project Material only for the purpose which it was brought into existence and not any other unrelated project.

If the Client breaches any obligation to make a payment to the Consultant in accordance with these Terms:

the Consultant may revoke the licence granted to the Client under clause 0 on written notice to the Client; and

if requested by the Consultant in writing, the Client must return and/or destroy all Project Material where reasonably practicable within 7 days of such request.

### Contribution to insurance costs

Where the Consultant (acting reasonably and without negligence) has been identified as a subsequent or additional defendant in a Claim against the Client, the Client undertakes to bear all

## Agreement for the Provision of Consultancy Services

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costs and expenses (including any legal fees on a solicitor-client basis) in relation to the Consultant making a Claim against its own insurance including but not limited to professional indemnity insurance and such expenses including any insurance excess payments.

### Confidentiality

The Consultant must keep the Client's Confidential Information confidential and not deal with it in any way that might prejudice its confidentiality.

This clause 0 survives termination or expiry of these Terms.

### Warranties, liability and indemnities

#### Warranties

The Consultant warrants that it will provide the Consultancy Services in a diligent and professional manner.

If the Consultant performs the Consultancy Services (or any part of the Consultancy Services) negligently or materially in breach of these Terms, then, if reasonably requested by the Client in writing, the Consultant will re-perform the relevant part of the Consultancy Services, subject to paragraphs 11.2(a) and 11.2(b) below.

The Client's request referred to in paragraph 11.1(b) must be made within 30 days of the date the Consultant completed performing the Consultancy Services.

The Client warrants that it is authorised to engage the Consultant on these Terms.

#### Limitation on liability

The liability of the Consultant under or in connection with these Terms whether arising in contract, tort, negligence, breach of statutory duty or otherwise will not exceed the Fees paid by the Client to the Consultant under these Terms.

Neither Party is liable to the other Party in contract, tort, negligence, breach of statutory duty or otherwise for any Loss incurred or suffered by that other Party of an indirect or consequential nature including any economic loss or other loss of turnover, profits, business or goodwill.

Nothing in these Terms operates to limit or exclude liability that cannot by law be limited or excluded.

### No reliance

Each of the Parties acknowledges that, in entering into these Terms, it does not do so in reliance on any representation, warranty or other provision except as expressly provided in these Terms. Any conditions, warranties or other terms implied by statute or common law are excluded from these Terms to the fullest extent permitted by law.

### Survival of obligations

The obligations accepted by the Consultant and the Client under this clause 0 survive termination or expiry of these Terms.

### Dispute resolution

Subject to clause 0, if an issue, dispute or difference between or among any of the parties arises out of, or in relation to, these Terms or its subject matters (**Dispute**), a party to the Dispute (**Disputant**) must not commence any court proceedings relating to the Dispute unless the Disputants have complied with this clause except where a Disputant seeks urgent interlocutory relief.

A Disputant may give written notice (**Notice of Dispute**) to the other Disputants specifying:

the nature of the Dispute;

the alleged basis of the Dispute; and

the position which the Disputant issuing the Notice of Dispute believes is correct.

If the Disputants do not agree within 7 days after the last date on which a Notice of Dispute is given (or



## Agreement for the Provision of Consultancy Services

BETWEEN LANDLAY CONSULTING GROUP PTY LTD (the Consultant)  
AND STRATA PLAN 53194 (the Client)  
ADDRESS 'KIMBERLEY ESTATE' 83-93 DALMENY AVENUE, ROSEBERY

within another period agreed in writing by them) about:

the dispute resolution technique (e.g. expert determination) and procedures to be adopted;

the timetable for all steps in those procedures; and

the selection and compensation of the independent person required for such technique,

the Disputants must mediate the Dispute in accordance with the mediation rules of the Law Society of New South Wales, and the President of the Law Society of New South Wales, or the President's nominee will select the mediator, determine the mediator's remuneration and determine the proportion of those fees to be paid by each Party (to be in equal shares unless otherwise agreed by the Parties).

Subject to any interlocutory order obtained under clause 0, the referral to, or undertaking of, a dispute resolution process under this clause 0 does not suspend the parties' obligations under these Terms.

Any dispute between the Parties will not prevent the Consultant from commencing legal action at any time to recover monies owed by the Client to the Consultant.

### Termination

Either Party may terminate these Terms by notice in writing to the other if the Party notified:

fails to observe any term of these Terms; and

fails to rectify this breach, to the reasonable satisfaction of the notifying Party, following the expiration of 21 days' notice of the breach being given in writing by the notifying Party to the other Party.

Either Party may terminate these Terms upon the happening of any of the following events:

the giving of at least 30 days' written notice by one Party to the other Party of the intention to terminate these Terms;

if the Client enters into a deed of arrangement or an order is made for it to be wound up;

if an administrator, receiver, manager, trustee in bankruptcy or similar is appointed to the Client; or

if the Client would be presumed to be bankrupt, insolvent or similar under legislation or by a court.

The Client may, at its discretion, pay to the Consultant the equivalent amount of the fees payable by the Client to the Consultant during the notice period in lieu of any notice period relating to termination of these Terms under paragraph 0.

Upon termination of these Terms any fees, expenses or reimbursements payable by the Client to the Consultant in respect of any period prior to the Termination Date must be paid by the Client within 7 days after the Termination Date.

### General

#### Force majeure

Neither Party has any liability under or may be deemed to be in breach of these Terms for any delays or failures in performance of these Terms which result from circumstances beyond the reasonable control of that Party.

The Party affected by these circumstances must promptly notify the other Party in writing when such circumstances cause a delay or failure in performance and when they cease to do so.

If such circumstances continue for a continuous period of more than 3 months, either Party may terminate these Terms by written notice to the other Party.

## Agreement for the Provision of Consultancy Services

BETWEEN LANDLAY CONSULTING GROUP PTY LTD (the Consultant)  
AND STRATA PLAN 53194 (the Client)  
ADDRESS 'KIMBERLEY ESTATE' 83-93 DALMENY AVENUE, ROSEBERY

### Amendment

These Terms may only be amended in writing signed by duly authorised representatives of the Parties.

### Entire agreement

These Terms contains the whole agreement between the Parties in respect of the subject matter of the agreement.

The Parties confirm that they have not entered into these Terms on the basis of any representation that is not expressly incorporated into these Terms.

### Waiver

No failure or delay by a Party in exercising any right, power or privilege under these Terms will impair the same or operate as a waiver of the same nor may any single or partial exercise of any right, power or privilege preclude any further exercise of the same or the exercise of any other right, power or privilege.

The rights and remedies provided in these Terms are cumulative and not exclusive of any rights and remedies provided by law.

### Relationship of Parties

These Terms will not constitute or imply any partnership, joint venture, agency, fiduciary relationship or other relationship between the Parties other than the contractual relationship expressly provided for in these Terms.

Neither Party will have, nor represent that it has, any authority to make any commitments on the other Party's behalf.

### Severance

If any provision of these Terms is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision will, to the extent required, be severed from these Terms and rendered ineffective as far as possible without modifying the remaining provisions of these Terms, and will not in any way affect any other circumstances of or the validity

or enforcement of these Terms.

### Law and jurisdiction

These Terms takes effect, is governed by, and will be construed in accordance with the laws from time to time in force in New South Wales, Australia. The Parties submit to the non-exclusive jurisdiction of the courts of New South Wales.



## Agreement for the Provision of Consultancy Services

BETWEEN LANDLAY CONSULTING GROUP PTY LTD (the Consultant)  
AND STRATA PLAN 53194 (the Client)  
ADDRESS 'KIMBERLEY ESTATE' 83-93 DALMENY AVENUE, ROSEBERY

SIGNED BY THE CLIENT'S REPRESENTATIVE ON .....  
(Date)

SIGNATURE OF CLIENT'S REPRESENTATIVE .....  
(Owners Corporation)

NAME & POSITION OF AUTHORISED PERSON .....  
(Landlay Consulting Group Pty Ltd)

SIGNATURE OF CONSULTANT .....  
(Director)

### ADDITIONAL WORK

Should Landlay Consulting Group be required to undertake supplementary work or incur costs, beyond the agreed scope of engagement, standard rates will apply based on the Consultant(s) position within the company. The following standard rates will apply until 30 June 2020.

### Time charges (per hour and plus GST)

Director	\$350.00
Expert Witness   Litigation   Author	\$350.00
Associate	\$260.00
Rope Access / Man	\$250.00
Senior Consultant (Engineer/Building)	\$220.00
Consultant (Engineer/Building)	\$175.00
Administration	\$75.00
Loading for after-hours meetings	30% Loading

### OTHER CHARGES

#### Travel

Additional site visits directed by the client, beyond Landlay Consulting Group's agreed site visit(s), will incur a travel time reimbursement at a rate of \$1.20 per kilometer. This includes any tolls and parking costs incurred. The Consultants time will be charged at the standard time charge rate.

#### Additional Copying

Additional photocopying will incur \$0.50 per sheet, whether A4 or A3, for documents exceeding 30 pages.

#### Other Expenses

Expenses necessarily incurred by Landlay Consulting Group in completing additional services will be forwarded at the invoice cost plus 15%.

NOTE: All aforementioned costs are exclusive of GST



9 June 2020

To :

Strata Manager  
c/o Mr Michael Price,  
Whelan Property Group Pty Limited

277 Pyrmont Street  
Ultimo NSW 2007

Dear Strata Manager,

RE: PERMISSION OF SECTION 4.55(2) APPLICATION MODIFY DEVELOPMENT CONSENT U02-1083 TO EXTEND THE APPROVED HOURS OF OPERATION FOR FURTHER 4 HOURS AND EXTEND APPROVED SUNDAY TRADING HOURS

We wish to ask you for permission of below modifications to the existing approved take-away shop:

The proposed hours of operations are 8:00 am to 12:00 am daily  
Modify Development Consent U02-1093 from exclusive takeaway shop to dine in restaurant

The proposed modification will not affect the neighbour shops because of no proposed work in the common property. The number of staff employed and shop management structural will remain unchanged. The proposal will not alter the existing restaurant layout, kitchen facility and shop footprint. It will be publicly notified by the Council's notification policies.

The site is classified as "all other areas" within the Council Final Late-Night Trading Areas summary map, the indoor late-night trading hours for Category B Low Impact Premises within 'all other areas' are as follows:

- o Base hours: 7 am to 10 pm
- o Extended hours: 7 am to midnight

Therefore, the proposed extended opening hours to midnight is considered to be in the public interest as it provides an important service to the local area.

The original construction fit-out and finishes of the premises complied with the Food Act 1989 and Regulations thereunder and the National Code for the Construction and Fitout of Food Premises, therefore the proposed changes from exclusive takeaway shop to dine in restaurant is recommended.

Please let us know if we can go ahead to apply to Council. Should you require further clarification regarding this matter, please do not hesitate to contact the undersigned.

Best regards,

Ms Fujinmei Liu  
Tenant of Unit 794  
83-93 Dalmeny Avenue, Rosebery  
M: 0426 698 994  
E: jinmeiliufu125@gmail.com

Attachment:

- 1) Late-Night Trading Areas summary map
- 2) Floor Plan

8/104  
Suite 27/11 John St  
Cabramatta NSW 2166  
Tel: (02) 9726 0999  
Fax: (02) 9726 0777  
Email: goldstar-cabramatta@bigpond.com  
www.goldstarpartnercabramatta.com.au

15/06/2020

To Whom It May Concern

RE: 794/83-93 DALMENY AVE, ROSEBERRY NSW 2018

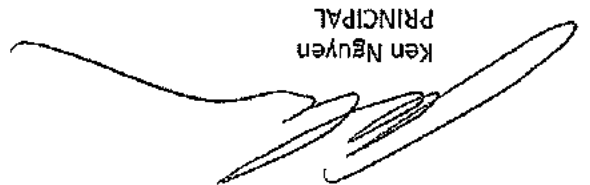
Tenant: Friends Yum Kitchen Pty Ltd

This letter to give full consent for Application to Modify a development consent (Original DA number: U02-1093) for the above premises for Friends Yum Kitchen Pty Ltd according to Section 4.55 of Environmental Planning And Assessment Act 1979 as follows:

Schedule 3) modify Development Consent U02-1093 from exclusive takeaway shop to dine in the restaurant;  
and Schedule 4) to extend the approved hours of operation from 8:00 am -12:00am Mondays to Sundays daily

Yours Faithfully

GOLDSTAR PARTNERS REAL ESTATE CABRAMATTA



Ken Nguyen  
PRINCIPAL



Ms Thi Tuong Vi Cao  
LANDLORD









## Raquel Barr

---

**From:** Michael Price <michael@whelanproperty.com.au> on behalf of Michael Price  
**Sent:** Tuesday, 9 June 2020 4:13 PM  
**To:** Raquel Barr  
**Cc:** Michael Price  
**Subject:** RE: Trolley sound issue. Apartment 531, Kimberly Estate.

Add to other business for next SCM.

From what I understand it is quite a hike to get the trolley back from the supermarket. Respond advising him that this matter will be discussed at the next committee meeting and also recommend that he contact the company that the trolleys are owned by (Woolworths/IGA/Aldi/Coles) and lodge a complaint with them also.

The only real solution is for the supermarkets to place restrictions on trolley's preventing them from leaving the shopping centres.

Kind Regards,

**MICHAEL PRICE**

General Manager



**WHELAN PROPERTY GROUP**  
STRATA MANAGEMENT SERVICES

☎ 02 9219 4111 📠 02 9281 9915

☎ 02 9219 4127 (direct line)

🌐 www.whelanproperty.com.au

**WHELAN PROPERTY GROUP PTY LTD**

277 Pyrmont Street,

ULTIMO NSW 2007

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**From:** Raquel Barr [mailto:[raquel@whelanproperty.com.au](mailto:raquel@whelanproperty.com.au)]  
**Sent:** Tuesday, 9 June 2020 2:40 PM  
**To:** Michael Price <michael@whelanproperty.com.au>  
**Cc:** [raquel@whelanproperty.com.au](mailto:raquel@whelanproperty.com.au)  
**Subject:** RE: Trolley sound issue. Apartment 531, Kimberly Estate.

Hi MP,

After advising him that Shawn made the below changes, he has written back with:

**The issue is still here, it hasn't gone anywhere and I still don't know what is planned to do to resolve it.**

**Please don't underestimate it, it's a serious health issue to me and my family and I would appreciate it if it is not taken lightly.**

**I don't know what's the best way in resolving it and hence am approaching you as a first (so to speak) "port of call". I don't mind going to Health authorities, City Councils, Government departments or any place you reckon will(should) help.**

**This noise is like torture and it can't go anymore like that.**

Not much we can do, but should I add this to the next SCM Agenda for discussion? He is the only one complaining.



Kind Regards,

**RAQUEL BARR**

Strata Manager  
Strata Assistant to Christopher Whelan  
Strata Assistant to Michael Price



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☎ 02 9219 4111 📠 02 9281 9915

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**From:** Raquel Barr [<mailto:raquel@whelanproperty.com.au>]

**Sent:** Friday, 29 May 2020 2:45 PM

**To:** Michael Price <[michael@whelanproperty.com.au](mailto:michael@whelanproperty.com.au)>

**Cc:** [raquel@whelanproperty.com.au](mailto:raquel@whelanproperty.com.au)

**Subject:** FW: Trolley sound issue. Apartment 531, Kimberly Estate.

Hi MP,

This Lot Owner is complaining about the increased level of noise the cleaners trolleys are making.

A solution I took to Shawn was to see if they were able to push the trolley's slower and maybe on the other side of the pavement where it's smoother.

I also mentioned to the Lot Owner that there has been increased cleaner presence at KE due to COVID-19 cleaning.

He is now complaining that it is affecting the health and mental wellbeing of his family.

What would you suggest here?

Kind Regards,

**RAQUEL BARR**

Strata Manager  
Strata Assistant to Christopher Whelan  
Strata Assistant to Michael Price



**WHELAN PROPERTY GROUP**  
STRATA MANAGEMENT SERVICES

☎ 02 9219 4111 📠 02 9281 9915

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**WHELAN PROPERTY GROUP PTY LTD**

277 Pyrmont Street,

ULTIMO NSW 2007

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**From:** Home [<mailto:markeri18@gmail.com>]

**Sent:** Friday, 29 May 2020 2:33 PM

**To:** Raquel Barr <[raquel@whelanproperty.com.au](mailto:raquel@whelanproperty.com.au)>

**Subject:** Re: Trolley sound issue. Apartment 531, Kimberly Estate.

Hi Raquel,

Could you please indicate when this issue will be looked at?



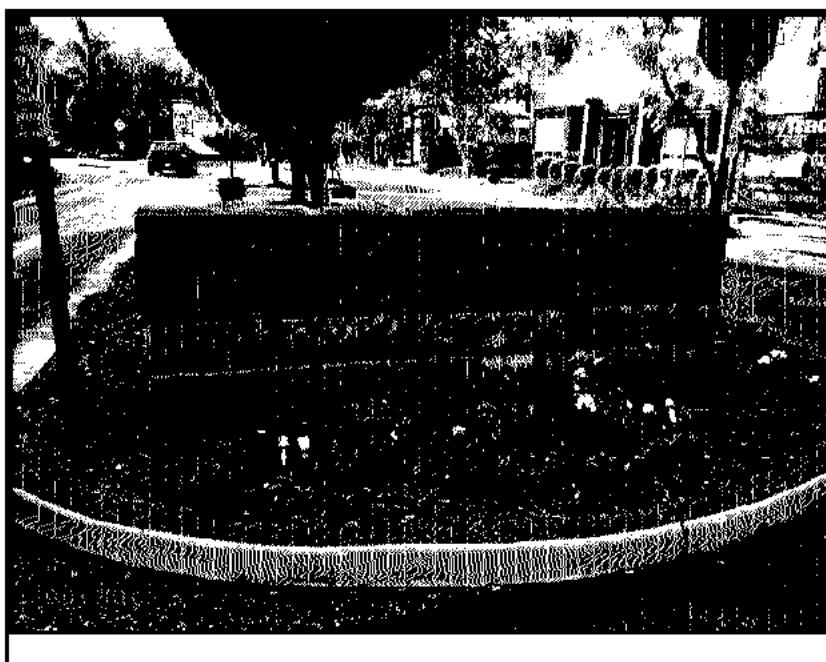
# CAPITAL WORKS FUND PLAN

## KIMBERLEY ESTATE

83-93 Dalmeny Avenue

Rosebery NSW 2018

Strata Plan 53194



### Report details

Inspection date:	1/04/2019
Inspector:	Declan Hevey

#### NEW SOUTH WALES

Level 5, 115 Pitt St Sydney 2000  
PO Box A72 Sydney South NSW 1235

#### QUEENSLAND

18 Park Rd Milton 4064  
PO Box 1584 Milton 4064

#### VICTORIA

Level 1, 1 Queens Rd Melbourne 3004  
GPO Box 3025 Melbourne 3001



28 May 2019

The Strata Committee  
Strata Plan 53194  
83-93 Dalmeny Avenue  
Rosebery NSW 2018

Dear Committee Members,

**Thank you for appointing our company to conduct your Capital Works Fund Plan.**

Based on our survey of your property, we have determined that the Owners Corporation will need to increase its contributions in order to cover the forecasted capital works fund expenses. We strongly recommend that the levies be set at the level shown in this report.

This plan should be updated regularly to account for actual changes in construction and maintenance costs, unanticipated changes in the property's condition over time, changes in legal requirements, and any discrepancies between the forecast and actual capital works fund balances. Regular updates also create peace of mind and assist the Owners Corporation to manage the risk of litigation from individual owners (current and future) for breaches of its duty to maintain the common property by providing reasonable, up-to-date estimates of the cost of necessary maintenance work and repairs.

**Key Report Data Levies Summary – First Financial Year**

Levy Per Unit Entitlement (Total capital works fund levy divided by unit entitlements)	\$28.47
Total Unit Entitlements	50000
Total Capital Works Fund Levy	\$1,423,500.00

The data used to arrive at the above figures (which includes GST) is in the attached report. It is designed for ease of reading. For your convenience here is your Report Index:

<b>Report Index</b>	<b>Page No.</b>
<b>Owners Report Summary</b>	<b>Section 1</b>
Building Details and Report Inputs Page	2
15 Year Cash Flow Tracking & Graph	3
<b>Report Detail</b>	<b>Section 2</b>
15 Year Anticipated Expenditure Table	4
Building Data List from Property Inspection	9
Inspector's Building Report & Building Specific Report Notes	16
Report Notes	18

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Yours sincerely,

The Team at Solutions in Engineering

## Building Details & Report Inputs

### Supplied information

Building Name	Kimberley Estate
Building Address	83-93 Dalmeny Avenue Rosebery NSW 2018
Strata Plan (SP) No	53194
Plan Type	Strata Plan
Registered Plan Date/Year of Construction	1996
Number of Unit Entitlements	50000
Number of Units	797
Estimated Starting Capital Works Fund Balance	\$1,349,034
Starting date of Financial Year for Report	1/01/2019
GST Status	Registered for GST
Current Capital Works Fund Levy per Lot Entitlement (Inc. GST)	\$28.47

### Report assumptions & information

Assumed Interest Rate on invested funds (For funds over \$10,000)	3.35%
Company Taxation Rate	30.00%
Interest on Invested Funds - Based on Assumed Interest Rate minus Company Taxation Rate. Calculated only on capital works fund balances over \$10,000.	2.35%
Contingency Allowance - For minor and/or unforeseen expenses	8%
Assumed Rate of Inflation for Building Maintenance Costs - Based on average annual building cost increase between 2002 and 2012	3.10%
Forecast Period - Number of years the plan looks out.	15 years

### 15 Year Levy Table

Year	Year To dd/mm/yyyy	Total Contribution		Contribution per Unit Entitlement		Quarterly Contribution	
		Including GST	GST Component	Including GST	GST Component	Including GST	GST Component
1	31/12/2019	1,423,500.00	129,409.09	28.47	2.59	7.12	0.65
2	31/12/2020	1,608,555.00	146,232.27	32.17	2.92	8.04	0.73
3	31/12/2021	1,658,420.20	150,765.47	33.17	3.02	8.29	0.75
4	31/12/2022	1,709,831.23	155,439.20	34.20	3.11	8.55	0.78
5	31/12/2023	1,762,836.00	160,257.82	35.26	3.21	8.82	0.80
6	31/12/2024	1,817,483.91	165,225.81	36.35	3.30	9.09	0.83
7	31/12/2025	1,873,825.91	170,347.81	37.48	3.41	9.37	0.85
8	31/12/2026	1,931,914.51	175,628.59	38.64	3.51	9.66	0.88
9	31/12/2027	1,991,803.86	181,073.08	39.84	3.62	9.96	0.91
10	31/12/2028	2,053,549.77	186,686.34	41.07	3.73	10.27	0.93
11	31/12/2029	2,117,209.82	192,473.62	42.34	3.85	10.59	0.96
12	31/12/2030	2,182,843.32	198,440.30	43.66	3.97	10.92	0.99
13	31/12/2031	2,250,511.46	204,591.95	45.01	4.09	11.25	1.02
14	31/12/2032	2,320,277.31	210,934.30	46.41	4.22	11.60	1.05
15	31/12/2033	2,392,205.90	217,473.26	47.84	4.35	11.96	1.09

## 15 Year Cash Flow Tracking Sheet

The table below shows the cash flow starting with the anticipated '**Opening Balance**' at the start of the first financial year which you provided to us. We then add the '**Total Levy Contributions**' for the year and any '**Interest**' on balances greater than \$10,000. Any '**Anticipated Expenses**' are then allowed for leaving a '**Closing Balance**' for the year which in turn becomes the '**Opening Balance**' for the following year. In summary:

**Opening Balance + Total Levy Contributions + Interest – Anticipated Expenses = Closing Balance**

Year	Year To	Opening Balance	Total Levy Contributions	Interest	Anticipated Expenses	Closing Balance
1	31/12/2019	1,349,034.00	1,294,090.91	21,891.04	2,129,091.82	535,924.13
2	31/12/2020	535,924.13	1,462,322.73	8,559.21	1,805,727.27	201,078.80
3	31/12/2021	201,078.80	1,507,654.73	4,488.45	1,527,816.36	185,405.62
4	31/12/2022	185,405.62	1,554,392.03	5,803.72	1,431,270.00	314,331.37
5	31/12/2023	314,331.37	1,602,578.18	3,903.65	1,899,015.45	21,797.75
6	31/12/2024	21,797.75	1,652,258.10	9,673.68	872,561.82	811,167.71
7	31/12/2025	811,167.71	1,703,478.10	35,341.09	318,060.91	2,231,925.99
8	31/12/2026	2,231,925.99	1,756,285.92	66,439.56	565,707.27	3,488,944.20
9	31/12/2027	3,488,944.20	1,810,730.78	95,705.25	643,491.82	4,751,888.41
10	31/12/2028	4,751,888.41	1,866,863.43	101,843.23	2,703,130.91	4,017,464.16
11	31/12/2029	4,017,464.16	1,924,736.20	113,162.86	328,782.73	5,726,580.49
12	31/12/2030	5,726,580.49	1,984,403.02	149,368.95	725,312.73	7,135,039.73
13	31/12/2031	7,135,039.73	2,045,919.51	186,709.04	425,868.18	8,941,800.10
14	31/12/2032	8,941,800.10	2,109,343.01	224,301.42	903,460.91	10,371,983.62
15	31/12/2033	10,371,983.62	2,174,732.64	264,439.67	413,196.36	12,397,959.57

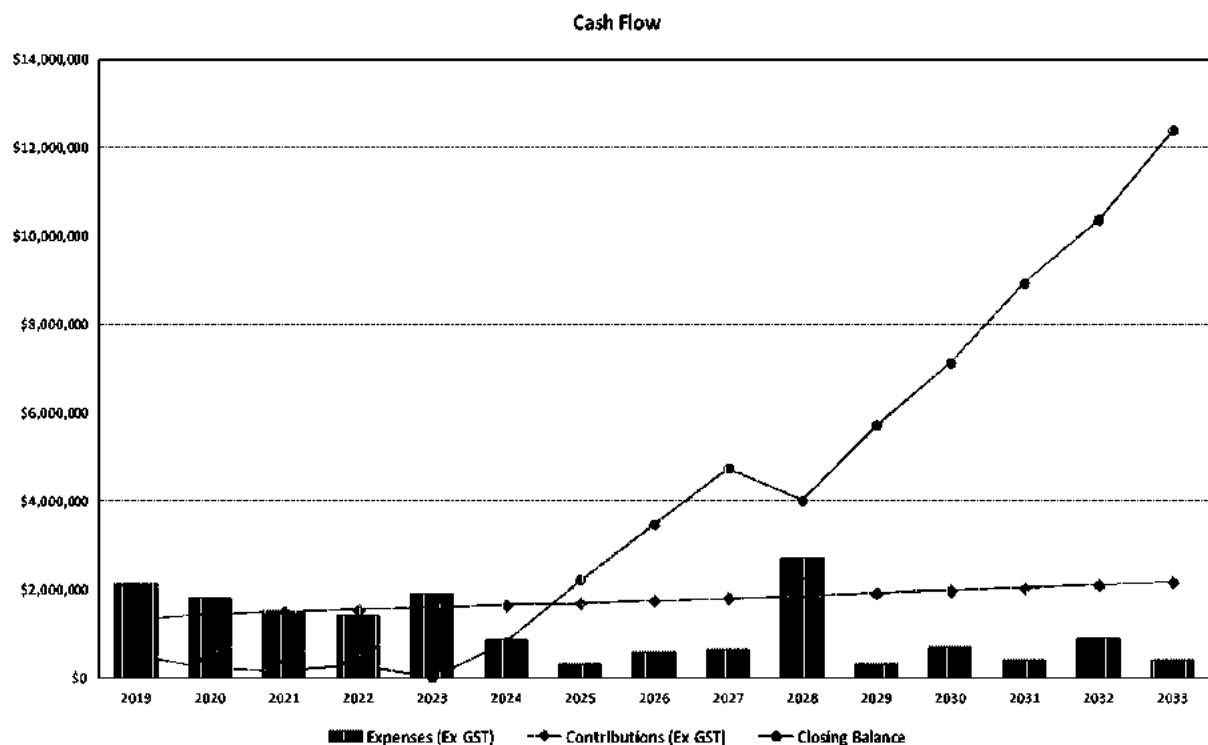
## 15 Year Cash Flow Graph

The graph below tracks the 'Contributions' (the amount collected in levies), the projected 'Closing balance' of the capital works fund and the likely 'Expenses' for each year of this plan. The three lines in the graph are:

Contributions line - Total capital works fund contributions per year.

Expenses line – Total anticipated expenses in each year.

Closing balance line – Shows the amount left in the fund bank account at the end of the year after all anticipated expenses have been allowed for.





## Anticipated Expenditures Table Year 1 - 15

This table shows when expenses will occur in the next 15 years. From left to right the columns are:-

**'Expenditure Items'** - lists the different areas and items of expenditure.

**'Current Cost'** - shows the current maintenance expenditure costs in today's dollars.

**'Year 1' to 'Year 15'** - shows the costs in the year in which they occur including the 'Assumed Rate of Inflation' compounded annually until the cost is due.

At the bottom on each column there are three lines. Firstly, a **'Grand Total (Inc. GST)'** followed by a line calculating the **'Contingency Allowance (Inc. GST)'** for unforeseen and minor expenses and finally **'Total Expenses (Inc. GST)'** for that year. Please note: This page rounds figures to the nearest whole dollar.

Expenditure Item	Current Cost	Year 1 (2019)	Year 2 (2020)	Year 3 (2021)	Year 4 (2022)	Year 5 (2023)	Year 6 (2024)	Year 7 (2025)	Year 8 (2026)	Year 9 (2027)	Year 10 (2028)	Year 11 (2029)	Year 12 (2030)	Year 13 (2031)	Year 14 (2032)	Year 15 (2033)
<b>1. Building exterior</b>																
Repaint exterior -Block A, B, C	200,000	-	-	-	-	-	-	-	-	255,329	-	-	-	-	-	-
Remedial works -Block U incl exterior paint and render	616,500	616,500	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Provision for remedial works -Block L,M, N	870,000	870,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Provision for remedial works -Block P, Q	1,333,046	-	1,374,370	-	-	-	-	-	-	-	-	-	-	-	-	-
Provision for remedial works -Block K 1 K2	1,011,082	-	-	1,074,741	-	-	-	-	-	-	-	-	-	-	-	-
Provision for remedial works -Block K 4 K3	1,011,082	-	-	-	1,108,058	-	-	-	-	-	-	-	-	-	-	-
Provision for remedial works -Block F, H, J	1,186,185	-	-	-	-	1,340,254	-	-	-	-	-	-	-	-	-	-
Provision for remedial works -Block D, E	576,147	-	-	-	-	-	671,161	-	-	-	-	-	-	-	-	-
Plumbing and drainage maintenance	85,496	85,496	-	90,879	-	96,601	-	102,683	-	109,148	-	116,020	-	123,325	-	131,089
General building maintenance	113,994	113,994	-	121,171	-	128,800	-	136,910	-	145,530	-	154,692	-	164,432	-	174,785
<b>Sub Total (Incl. GST)</b>		<b>1,685,990</b>	<b>1,374,370</b>	<b>1,286,791</b>	<b>1,108,058</b>	<b>1,565,655</b>	<b>671,161</b>	<b>239,593</b>	<b>0</b>	<b>510,007</b>	<b>0</b>	<b>270,712</b>	<b>0</b>	<b>287,757</b>	<b>0</b>	<b>305,874</b>
<b>2. Roof</b>																
Maintain roof tiles (total: 20245m2) - 2%	17,208	-	17,741	-	-	-	-	-	-	-	22,649	-	-	-	-	-
Re-bed and re-point ridge caps (total: 2700Lm) - 10%	16,718	-	17,236	-	-	-	-	-	-	-	22,005	-	-	-	-	-
Maintain liquid membrane (total:6511 m2) - 10% excluding Blocks P, N, L	79,975	-	82,454	-	-	-	-	-	-	-	-	-	-	-	-	-
Replace liquid membrane	1,267,692	-	-	-	-	-	-	-	-	-	1,668,560	-	-	-	-	-
Replace liquid membrane Blocks P, N, L	338,000	338,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Replace ventilation ducts	2,171	-	2,238	-	2,379	-	2,529	-	2,688	-	2,858	-	3,037	-	3,229	-

Expenditure Item	Current Cost	Year 1 (2019)	Year 2 (2020)	Year 3 (2021)	Year 4 (2022)	Year 5 (2023)	Year 6 (2024)	Year 7 (2025)	Year 8 (2026)	Year 9 (2027)	Year 10 (2028)	Year 11 (2029)	Year 12 (2030)	Year 13 (2031)	Year 14 (2032)	Year 15 (2033)
Repair or replace unit exhaust vents (Total 12)	2,185	-	2,253	-	2,395	-	2,545	-	2,706	-	2,876	-	3,057	-	3,249	-
Provision for roof structure repairs	50,000	-	51,550	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>Sub Total (Incl. GST)</b>		<b>338,000</b>	<b>173,472</b>	<b>0</b>	<b>4,774</b>	<b>0</b>	<b>5,074</b>	<b>0</b>	<b>5,394</b>	<b>0</b>	<b>1,718,948</b>	<b>0</b>	<b>6,094</b>	<b>0</b>	<b>6,478</b>	<b>0</b>
<b>3. Foyers, Lobbies and hallways</b>																
Internal painting Blocks A, B, C	69,000	-	-	-	-	-	-	-	85,440	-	-	-	-	-	-	-
Internal Painting Block U	60,000	-	-	-	-	-	-	-	-	-	78,973	-	-	-	-	-
Internal Painting Block L, M	41,000	-	42,271	-	-	-	-	-	-	-	-	-	57,363	-	-	-
Internal Painting Block N, F	20,000	-	20,620	-	-	-	-	-	-	-	-	-	27,982	-	-	-
Internal Painting Block H, J	56,000	-	-	-	-	-	65,235	-	-	-	-	-	-	-	-	-
Internal Painting Block D, E	30,000	-	-	-	-	-	-	36,031	-	-	-	-	-	-	-	-
Internal Painting Block P, Q	68,000	-	-	72,281	-	-	-	-	-	-	-	-	-	98,087	-	-
Internal Painting Block K	104,000	-	-	-	113,975	-	-	-	-	-	-	-	-	-	154,666	-
Repaint apartment and service doors	105,559	-	-	-	115,683	-	-	-	-	-	-	-	-	-	156,985	-
Maintain glass / aluminium doors	4,128	4,128	-	4,388	-	4,664	-	4,958	-	5,270	-	5,602	-	5,954	-	6,329
Replace carpet	171,500	-	-	-	-	-	-	-	-	-	225,731	-	-	-	-	-
Provision to remedy water egress issues to Units 452	60,000	60,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Provision to remedy water egress issues to Units 453	60,000	60,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>Sub Total (Incl. GST)</b>		<b>124,128</b>	<b>62,891</b>	<b>76,669</b>	<b>229,658</b>	<b>4,664</b>	<b>65,235</b>	<b>40,989</b>	<b>85,440</b>	<b>5,270</b>	<b>304,704</b>	<b>5,602</b>	<b>85,345</b>	<b>104,041</b>	<b>311,651</b>	<b>6,329</b>
<b>4. Community room</b>																
Repaint ceilings	3,802	-	-	-	-	-	-	-	4,708	-	-	-	-	-	-	-
Repaint walls	2,700	-	-	-	-	-	-	-	3,343	-	-	-	-	-	-	-
Repaint door face – one side including architraves	506	-	-	-	-	-	-	-	627	-	-	-	-	-	-	-
Replace carpet	14,181	-	-	-	-	-	-	-	-	-	18,665	-	-	-	-	-
<b>Sub Total (Incl. GST)</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>8,678</b>	<b>0</b>	<b>18,665</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>5. Trade Toilet / Bathrooms / change rooms</b>																
Refurbish change rooms/ toilets in LCs	90,000	-	-	-	-	-	-	-	-	-	118,460	-	-	-	-	-
<b>Sub Total (Incl. GST)</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>118,460</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>6. Sauna</b>																
Inspect and repair sauna heater	624	-	643	-	684	-	727	-	773	-	821	-	873	-	928	-
Replace sauna heater	3,676	-	-	-	-	-	-	-	-	-	4,838	-	-	-	-	-
Refurbish sauna structure	6,930	-	-	-	-	-	-	-	-	-	9,121	-	-	-	-	-
<b>Sub Total (Incl. GST)</b>		<b>0</b>	<b>643</b>	<b>0</b>	<b>684</b>	<b>0</b>	<b>727</b>	<b>0</b>	<b>773</b>	<b>0</b>	<b>14,780</b>	<b>0</b>	<b>873</b>	<b>0</b>	<b>928</b>	<b>0</b>

Expenditure Item	Current Cost	Year 1 (2019)	Year 2 (2020)	Year 3 (2021)	Year 4 (2022)	Year 5 (2023)	Year 6 (2024)	Year 7 (2025)	Year 8 (2026)	Year 9 (2027)	Year 10 (2028)	Year 11 (2029)	Year 12 (2030)	Year 13 (2031)	Year 14 (2032)	Year 15 (2033)
<b>7. Vehicle accessways</b>																
Driveway maintenance program	9,500	-	9,795	-	-	10,734	-	-	11,763	-	-	12,892	-	-	14,128	-
Repaint line marking	16,926	-	-	-	18,549	-	-	-	-	21,608	-	-	-	-	25,172	-
Replace security gate (Total: 18)	4,371	-	-	-	-	-	5,092	-	-	5,580	-	-	6,115	-	-	6,702
Maintain gate & motor	9,500	9,500	-	10,098	-	10,734	-	11,410	-	12,128	-	12,892	-	13,703	-	14,566
Replace electric gate motor (Total: 18)	2,604	-	2,685	-	2,854	-	3,033	-	3,224	-	3,427	-	3,643	-	3,873	-
Replace extraction fan motor	7,479	-	-	-	-	-	-	-	-	9,548	-	-	-	-	-	-
Maintain extraction fans	1,107	1,107	-	1,177	-	1,251	-	1,330	-	1,413	-	1,502	-	1,597	-	1,697
Maintain extraction ducting	1,478	-	-	-	-	1,670	-	-	-	-	1,945	-	-	-	-	2,266
<b>Sub Total (Incl. GST)</b>		<b>10,607</b>	<b>12,480</b>	<b>11,275</b>	<b>21,403</b>	<b>24,389</b>	<b>8,125</b>	<b>12,740</b>	<b>14,987</b>	<b>50,277</b>	<b>5,372</b>	<b>27,286</b>	<b>9,758</b>	<b>15,300</b>	<b>43,173</b>	<b>25,231</b>
<b>8. External walkways</b>																
Walkway maintenance program	317	-	-	-	347	-	-	-	-	405	-	-	-	-	471	-
Maintain tiles (total: 420m2) – 10%	5,966	-	-	-	6,538	-	-	-	-	7,616	-	-	-	-	8,872	-
<b>Sub Total (Incl. GST)</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>6,885</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>8,021</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>9,343</b>	<b>0</b>
<b>9. Swimming pool/ leisure centres</b>																
Surface cleaning program	1,108	-	-	-	1,214	-	-	-	-	1,415	-	-	-	-	1,648	-
Maintain gates	4,207	-	-	-	-	-	-	-	5,209	-	-	-	-	-	-	-
Replace pool surface	59,740	-	-	-	-	-	-	-	-	-	78,631	-	-	-	-	-
Replace pool maintenance equipment	1,457	-	-	-	-	1,646	-	-	-	-	-	-	-	-	-	2,234
Replace pump (total :15)	5,057	-	5,214	-	-	5,714	-	-	6,262	-	-	6,862	-	-	7,521	-
Replace water chlorination unit (Total: 6)	4,159	-	4,288	-	-	4,699	-	-	5,150	-	-	5,644	-	-	6,185	-
Replace sand filter (Total 9)	7,532	-	-	-	-	-	-	-	9,327	-	-	-	10,538	-	-	-
Replace pool heater (total: 3)	6,026	-	-	6,405	-	-	-	-	7,462	-	-	-	-	8,692	-	-
Replace spa heater (Total : 3)	1,198	-	1,235	-	-	1,354	-	-	1,483	-	-	1,626	-	-	1,782	-
Replace spa blower (Total : 3)	709	-	-	754	-	-	-	852	-	-	-	962	-	-	-	1,087
Maintain tiles (total: 252m2) – 10%	3,551	-	-	-	3,892	-	-	-	-	4,533	-	-	-	-	5,281	-
Repaint LC internal	10,800	-	-	-	-	-	-	-	13,373	-	-	-	-	-	-	-
Provision to maintain Gyms	15,000	-	-	-	-	-	-	18,015	-	-	-	-	-	-	-	22,999
<b>Sub Total (Incl. GST)</b>		<b>0</b>	<b>10,737</b>	<b>7,159</b>	<b>5,106</b>	<b>13,413</b>	<b>0</b>	<b>18,867</b>	<b>48,266</b>	<b>5,948</b>	<b>78,631</b>	<b>15,094</b>	<b>10,538</b>	<b>8,692</b>	<b>22,417</b>	<b>26,320</b>
<b>10. Fixtures and fittings</b>																
Maintain letterboxes	607	607	-	645	-	686	-	729	-	775	-	824	-	876	-	931
Maintain common lighting	7,663	7,663	-	8,145	-	8,658	-	9,203	-	9,783	-	10,399	-	11,054	-	11,750
<b>Sub Total (Incl. GST)</b>		<b>8,270</b>	<b>0</b>	<b>8,790</b>	<b>0</b>	<b>9,344</b>	<b>0</b>	<b>9,932</b>	<b>0</b>	<b>10,558</b>	<b>0</b>	<b>11,223</b>	<b>0</b>	<b>11,930</b>	<b>0</b>	<b>12,681</b>
<b>11. Fence maintenance</b>																
Maintain internal powdercoat fence (total: 526Lm – rate 100%) - 5%	2,623	-	-	-	-	-	-	-	-	3,349	-	-	-	-	-	-

Expenditure Item	Current Cost	Year 1 (2019)	Year 2 (2020)	Year 3 (2021)	Year 4 (2022)	Year 5 (2023)	Year 6 (2024)	Year 7 (2025)	Year 8 (2026)	Year 9 (2027)	Year 10 (2028)	Year 11 (2029)	Year 12 (2030)	Year 13 (2031)	Year 14 (2032)	Year 15 (2033)
Maintain boundary powdercoat fence (total:576 Lm – rate 50%) - 5%	1,338	-	-	-	-	-	-	-	-	1,708	-	-	-	-	-	-
Maintain boundary chain wire fence (total:230 Lm – rate 100%) - 5%	1,029	-	-	-	-	-	-	-	-	1,314	-	-	-	-	-	-
<b>Sub Total (Incl. GST)</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>6,371</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>12. Landscaping</b>																
Provision for waterproofing of LC roof gardens	150,000	-	-	-	-	169,483	-	-	-	-	-	-	-	-	-	-
<b>Sub Total (Incl. GST)</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>169,483</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>13. Fire equipment</b>																
Maintain fire equipment	1,583	-	-	-	1,735	-	-	-	-	2,021	-	-	-	-	2,354	-
Replace or upgrade fire control panel	9,106	-	-	-	-	-	-	-	-	-	-	-	12,740	-	-	-
Replace fire hydrant booster pump	10,198	-	-	-	-	-	-	-	-	13,019	-	-	-	-	-	-
Replace fire pump diesel	30,352	-	-	-	-	-	-	-	-	-	39,950	-	-	-	-	-
Maintain diesel fire pumps	1,305	-	-	-	1,430	-	-	-	-	1,666	-	-	-	-	1,941	-
Maintain fuel supply tank and fuel lines	304	304	-	323	-	343	-	365	-	388	-	413	-	439	-	466
Battery replacement program	426	-	439	-	-	481	-	-	527	-	-	578	-	-	634	-
<b>Sub Total (Incl. GST)</b>		<b>304</b>	<b>439</b>	<b>323</b>	<b>3,165</b>	<b>824</b>	<b>0</b>	<b>365</b>	<b>527</b>	<b>17,094</b>	<b>39,950</b>	<b>991</b>	<b>12,740</b>	<b>439</b>	<b>4,929</b>	<b>466</b>
<b>14. Plant - water</b>																
Replace hot water system – instantaneous gas (Total: 12 ) - 20%	2,659	-	-	-	-	-	-	-	3,293	-	-	-	-	3,836	-	-
Replace Raypack hot water system – small (Total: 10) - 20%	24,282	-	25,035	-	-	-	28,286	-	-	-	31,960	-	-	-	36,112	-
Replace Raypack storage tank – 340L (total: 8) - 20%	4,128	-	-	-	4,524	-	-	-	-	5,270	-	-	-	-	6,139	-
<b>Sub Total (Incl. GST)</b>		<b>0</b>	<b>25,035</b>	<b>0</b>	<b>4,524</b>	<b>0</b>	<b>28,286</b>	<b>0</b>	<b>3,293</b>	<b>5,270</b>	<b>31,960</b>	<b>0</b>	<b>0</b>	<b>3,836</b>	<b>42,251</b>	<b>0</b>
<b>15. Plant - air-conditioning</b>																
Replace cooling tower (Total: 10)	24,395	-	-	25,931	-	-	28,418	-	-	31,144	-	-	34,131	-	-	37,404
Maintain cooling tower motors (Total : 10)	1,220	1,220	1,258	1,297	1,337	1,378	1,421	1,465	1,511	1,558	1,606	1,656	1,707	1,760	1,814	1,871
Replace cooling tower pumps (Total : 5)	3,047	-	-	3,239	-	-	3,549	-	-	3,890	-	-	4,263	-	-	4,672
Maintain anti-bacterial kit	1,700	-	1,753	-	-	1,921	-	-	2,105	-	-	2,307	-	-	2,528	-
<b>Sub Total (Incl. GST)</b>		<b>1,220</b>	<b>3,011</b>	<b>30,467</b>	<b>1,337</b>	<b>3,299</b>	<b>33,388</b>	<b>1,465</b>	<b>3,616</b>	<b>36,592</b>	<b>1,606</b>	<b>3,963</b>	<b>40,101</b>	<b>1,760</b>	<b>4,342</b>	<b>43,947</b>
<b>16. Lift</b>																
Overhaul lift motor	24,069	-	-	-	26,378	-	28,038	-	29,804	-	31,680	-	33,675	-	35,795	-
Replace lift M	126,660	-	-	134,635	-	-	-	-	-	-	-	-	-	-	-	-
Replace lift D	126,660	-	-	-	-	143,111	-	-	-	-	-	-	-	-	-	-

Expenditure Item	Current Cost	Year 1 (2019)	Year 2 (2020)	Year 3 (2021)	Year 4 (2022)	Year 5 (2023)	Year 6 (2024)	Year 7 (2025)	Year 8 (2026)	Year 9 (2027)	Year 10 (2028)	Year 11 (2029)	Year 12 (2030)	Year 13 (2031)	Year 14 (2032)	Year 15 (2033)
Replace Lift (total 18)	253,319	-	-	-	-	-	-	-	313,674	-	333,423	-	354,416	-	376,730	-
Install twin sim GSM modules for emergency communications resulting from NBN	54,000	-	55,674	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>Sub Total (Incl. GST)</b>		<b>0</b>	<b>55,674</b>	<b>134,635</b>	<b>26,378</b>	<b>143,111</b>	<b>28,038</b>	<b>0</b>	<b>343,478</b>	<b>0</b>	<b>365,103</b>	<b>0</b>	<b>388,091</b>	<b>0</b>	<b>412,525</b>	<b>0</b>
<b>17. Garbage refuse / bin room</b>																
Maintain / repair garbage chute	8,059	-	-	-	-	-	-	-	9,979	-	-	-	-	-	-	-
<b>Sub Total (Incl. GST)</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>9,979</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>18. Special works expenditures/ future planning</b>																
Lighting upgrade program as per email supplied	53,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
CO Monitoring system and car park ventilation upgrade	50,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Pool space duct heaters and controllers	2,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Upgrade security and intercom system	75,000	-	77,325	-	-	-	-	-	-	-	-	-	104,932	-	-	-
Install boomgates	55,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Replace golf buggy	15,580	-	-	-	-	-	-	-	-	-	-	-	21,798	-	-	-
<b>Sub Total (Incl. GST)</b>		<b>0</b>	<b>77,325</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>126,730</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>19. Intercom and Security Systems</b>																
Maintain security access intercom	41,794	-	43,090	-	45,803	-	48,686	-	51,752	-	55,010	-	58,474	-	62,155	-
<b>Sub Total (Incl. GST)</b>		<b>0</b>	<b>43,090</b>	<b>0</b>	<b>45,803</b>	<b>0</b>	<b>48,686</b>	<b>0</b>	<b>51,752</b>	<b>0</b>	<b>55,010</b>	<b>0</b>	<b>58,474</b>	<b>0</b>	<b>62,155</b>	<b>0</b>
<b>Grand Total (Incl. GST)</b>	<b>2,168,519</b>	<b>1,839,167</b>	<b>1,556,109</b>	<b>1,457,775</b>	<b>1,934,182</b>	<b>888,720</b>	<b>323,951</b>	<b>576,183</b>	<b>655,408</b>	<b>2,753,189</b>	<b>334,871</b>	<b>738,744</b>	<b>433,755</b>	<b>920,192</b>	<b>420,848</b>	
<b>Contingency Allowance (Incl. GST)</b>	<b>173,482</b>	<b>147,133</b>	<b>124,489</b>	<b>116,622</b>	<b>154,735</b>	<b>71,098</b>	<b>25,916</b>	<b>46,095</b>	<b>52,433</b>	<b>220,255</b>	<b>28,790</b>	<b>59,100</b>	<b>34,700</b>	<b>73,615</b>	<b>33,668</b>	
<b>Grand Total Expenses (Incl. Contingency Allowance and GST)</b>	<b>2,342,001</b>	<b>1,986,300</b>	<b>1,680,598</b>	<b>1,574,397</b>	<b>2,088,917</b>	<b>959,818</b>	<b>349,867</b>	<b>622,278</b>	<b>707,841</b>	<b>2,973,444</b>	<b>361,661</b>	<b>797,844</b>	<b>468,455</b>	<b>993,807</b>	<b>454,516</b>	



## Building Data List from the Property Inspection for Kimberley Estate

This table has all the data collected by the building inspector while inspecting the complex. The columns from left to right are:-

**'Items'** – identifies and describes the maintenance item

**'Qty'** – lets you know the total quantity of that item

**'Unit'** – is the unit rate used to measure the quantity

**'Rate'** – is the cost of each unit in dollars

**'Value'** – is the quantity (Qty) multiplied by the Rate (\$)

**'Next Due'** – is the remaining life in years until an item needs money spent on it.

**'Total Life'** – is the total life the item after it is replaced, repaired or repainted.

**'Comments'** – details any useful explanatory notes for the item.


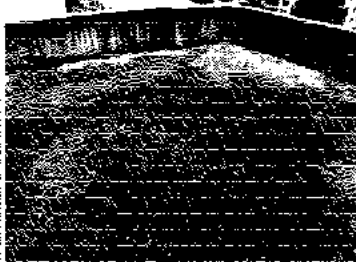
Items	Qty	Unit	Rate (\$)	Value (\$)	Next Due	Total Life	Comments
<b>1. Building exterior</b>							
Repaint exterior -Block A, B, C	1	Item	200,000.00	200,000.00	9	10	Ongoing painting program
Remedial works -Block U incl exterior paint and render	1	Item	616,500.00	616,500.00	1	0	Current tender awarded - \$250k spent last fin year, bal to be spent this fin year
Provision for remedial works -Block L,M, N	1	Item	870,000.00	870,000.00	1	0	as per advice received via Buildings Condition Report
Provision for remedial works -Block P, Q	1	Item	1,333,046.00	1,333,046.00	2	0	as per advice received via Buildings Condition Report
Provision for remedial works -Block K 1 K2	1	Item	1,011,081.50	1,011,082.00	3	0	as per advice received via Buildings Condition Report
Provision for remedial works -Block K 4 K3	1	Item	1,011,081.50	1,011,082.00	4	0	as per advice received via Buildings Condition Report
Provision for remedial works -Block F, H, J	1	Item	1,186,185.00	1,186,185.00	5	0	as per advice received via Buildings Condition Report
Provision for remedial works -Block D, E	1	Item	576,147.00	576,147.00	6	0	as per advice received via Buildings Condition Report
Plumbing and drainage maintenance	1	Item	85,495.50	85,496.00	1	2	For water, sewer and stormwater repairs & maintenance
General building maintenance	1	Item	113,994.00	113,994.00	1	2	Fund for future building maintenance works
<b>2. Roof</b>							
Maintain roof tiles (total: 20245m2) - 2%	405	m2	42.49	17,208.00	2	8	Repair as required
Re-bed and re-point ridge caps (total: 2700Lm) - 10%	270	Lm	61.92	16,718.00	2	8	Repair as required
Maintain liquid membrane (total:6511 m2) - 10% excluding Blocks P, N, L	651	m2	122.85	79,975.00	2	20	Repair as required
Replace liquid membrane	6,511	m2	194.70	1,267,692.00	10	20	Replace as required
Replace liquid membrane Blocks P, N, L	1	Item	338,000.00	338,000.00	1	0	As per current contract - awarded Feb 2019
Replace ventilation ducts	4	Ea	542.70	2,171.00	2	2	Ongoing painting program
Repair or replace unit exhaust vents (Total 12)	4	Ea	546.34	2,185.00	2	2	Repair as required
Provision for roof structure repairs	1	Item	50,000.00	50,000.00	2	40	Provision only - quotations required
<b>3. Foyers, Lobbies and hallways</b>							
Internal painting Blocks A, B, C	1	Item	69,000.00	69,000.00	8	10	Ongoing painting program

Items	Qty	Unit	Rate (\$)	Value (\$)	Next Due	Total Life	Comments
Internal Painting Block U	1	Item	60,000.00	60,000.00	0	10	Current tender awarded
Internal Painting Block L, M	1	Item	41,000.00	41,000.00	2	10	as per advice received via Buildings Condition Report
Internal Painting Block N, F	1	Item	20,000.00	20,000.00	2	10	as per advice received via Buildings Condition Report
Internal Painting Block H, J	1	Item	56,000.00	56,000.00	6	10	as per advice received via Buildings Condition Report
Internal Painting Block D, E	1	Item	30,000.00	30,000.00	7	10	as per advice received via Buildings Condition Report
Internal Painting Block P, Q	1	Item	68,000.00	68,000.00	3	10	as per advice received via Buildings Condition Report
Internal Painting Block K	1	Item	104,000.00	104,000.00	4	10	as per advice received via Buildings Condition Report
Repaint apartment and service doors	1,044	Ea	101.11	105,559.00	4	10	as per advice received via Buildings Condition Report
Maintain glass / aluminium doors	1	Item	4,127.88	4,128.00	1	2	Repair as required
Replace carpet	1	Item	171,500.00	171,500.00	10	12	Replace as required
Provision to remedy water egress issues to Units 452	1	Item	60,000.00	60,000.00	1	0	Repair damages due to waterproofing issues
Provision to remedy water egress issues to Units 453	1	Item	60,000.00	60,000.00	1	0	Repair damages due to waterproofing issues
<b>4. Community room</b>							
Repaint ceilings	160	m2	23.76	3,802.00	8	10	Ongoing painting program
Repaint walls	120	m2	22.50	2,700.00	8	10	Ongoing painting program
Repaint door face – one side including architraves	5	Ea	101.11	506.00	8	10	Ongoing painting program
Replace carpet	160	m2	88.63	14,181.00	10	12	Replace as required
<b>5. Trade Toilet / Bathrooms / change rooms</b>							
Refurbish change rooms/ toilets in LCs	3	Item	30,000.00	90,000.00	10	15	Estimate refurbishment in approx 10 years
<b>6. Sauna</b>							
Inspect and repair sauna heater	1	Item	624.07	624.00	2	2	Repair as required
Replace sauna heater	1	Item	3,676.29	3,676.00	10	15	Replace as required
Refurbish sauna structure	1	Item	6,930.49	6,930.00	10	15	Refurbish as required
<b>7. Vehicle accessways</b>							
Driveway maintenance program	1	Item	9,499.50	9,500.00	2	3	Repair as required
Repaint line marking	2,821	Lm	6.00	16,926.00	4	5	Repaint as required
Replace security gate (Total: 18)	1	Item	4,370.72	4,371.00	6	3	Replace as required
Maintain gate & motor	18	Item	527.75	9,500.00	1	2	Replace as required
Replace electric gate motor (Total: 18)	1	Ea	2,604.22	2,604.00	2	2	Replace as required
Replace extraction fan motor	4	Ea	1,869.70	7,479.00	9	10	Replace as required
Maintain extraction fans	4	Ea	276.82	1,107.00	1	2	Replace as required
Maintain extraction ducting	4	Item	369.43	1,478.00	5	5	Repair as required
<b>8. External walkways</b>							
Walkway maintenance program	1	Item	316.65	317.00	4	5	Ongoing cleaning program

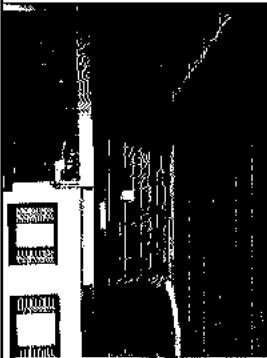



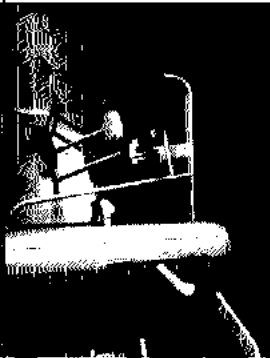




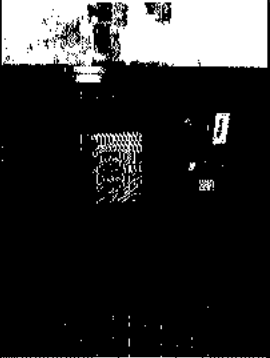
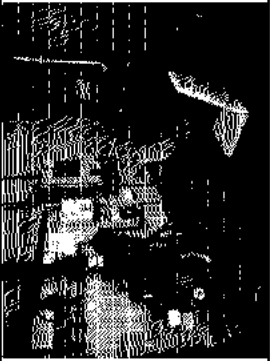


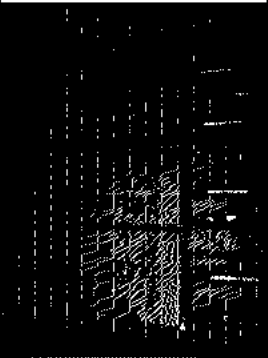



Items	Qty	Unit	Rate (\$)	Value (\$)	Next Due	Total Life	Comments
Maintain tiles (total: 420m2) – 10%	42	m2	142.05	5,966.00	4	5	Replace as required
<b>9. Swimming pool/ leisure centres</b>							
Surface cleaning program	3	Item	369.43	1,108.00	4	5	Ongoing cleaning program
Maintain gates	9	Ea	467.43	4,207.00	8	10	Repair as required
Replace pool surface	390	m2	153.18	59,740.00	10	20	Replace as required - quotation required
Replace pool maintenance equipment	1	Item	1,456.92	1,457.00	5	10	Replace as required
Replace pump (total :15)	3	Ea	1,685.54	5,057.00	2	3	Replace as required
Replace water chlorination unit (Total: 6)	2	Ea	2,079.74	4,159.00	2	3	Replace as required
Replace sand filter (Total 9)	3	Ea	2,510.74	7,532.00	8	4	Replace as required
Replace pool heater (total: 3)	1	Ea	6,025.52	6,026.00	3	5	Replace as required
Replace spa heater (Total : 3)	1	Ea	1,198.31	1,198.00	2	3	Replace as required
Replace spa blower (Total : 3)	1	Ea	709.03	709.00	3	4	Replace as required
Maintain tiles (total: 252m2) – 10%	25	m2	142.05	3,551.00	4	5	Replace as required
Repaint LC internal	3	Item	3,600.00	10,800.00	8	8	Ongoing painting program
Provision to maintain Gyms	1	Item	15,000.00	15,000.00	7	8	Provision for improvements and maintenance
<b>10. Fixtures and fittings</b>							
Maintain letterboxes	1	Item	606.90	607.00	1	2	Replace as required
Maintain common lighting	1	Item	7,663.14	7,663.00	1	2	Ongoing maintenance allowance
<b>11. Fence maintenance</b>							
Maintain internal powdercoat fence (total: 526Lm – rate 100%) - 5%	27	Lm	97.13	2,623.00	9	10	Repair or replace as required
Maintain boundary powdercoat fence (total:576 Lm – rate 50%) - 5%	29	Lm	46.14	1,338.00	9	10	Repair or replace as required
Maintain boundary chain wire fence (total:230 Lm – rate 100%) - 5%	12	Lm	85.78	1,029.00	9	10	Repair or replace as required
<b>12. Landscaping</b>							
Provision for waterproofing of LC roof gardens	1	Ea	150,000.00	150,000.00	5	15	Estimate only , quotations required
<b>13. Fire equipment</b>							
Maintain fire equipment	1	Item	1,583.25	1,583.00	4	5	Repair as required
Replace or upgrade fire control panel	1	Item	9,105.67	9,106.00	12	15	Replace as required
Replace fire hydrant booster pump	7	Item	1,456.91	10,198.00	9	10	Replace as required
Replace fire pump diesel	1	Item	30,352.22	30,352.00	10	15	Repair or replace as required
Maintain diesel fire pumps	1	Item	1,304.86	1,305.00	4	5	Ongoing maintenance program
Maintain fuel supply tank and fuel lines	1	Item	303.52	304.00	1	2	Repair as required
Battery replacement program	1	Ea	425.50	426.00	2	3	Replace as required
<b>14. Plant- water</b>							
Replace hot water system – instantaneous gas (Total: 12 ) - 20%	2	Ea	1,329.42	2,659.00	8	5	Replace as required
Replace Raypack hot water system – small (Total: 10) - 20%	2	Ea	12,140.89	24,282.00	2	4	Replace as required

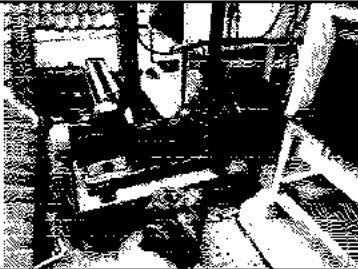
Items	Qty	Unit	Rate (\$)	Value (\$)	Next Due	Total Life	Comments
Replace Raypack storage tank – 340L (total: 8) - 20%	2	Ea	2,063.96	4,128.00	4	5	Replace as required
<b>15. Plant - air-conditioning</b>							
Replace cooling tower (Total: 10)	2	Ea	12,197.62	24,395.00	3	3	Repair or replace as required
Maintain cooling tower motors (Total : 10)	2	Ea	609.88	1,220.00	1	1	Repair or replace as required
Replace cooling tower pumps (Total : 5)	1	Ea	3,046.57	3,047.00	3	3	Repair or replace as required
Maintain anti-bacterial kit	4	Item	424.93	1,700.00	2	3	Ongoing maintenance program
<b>16. Lift</b>							
Overhaul lift motor	2	Ea	12,034.35	24,069.00	4	2	This is an estimate only - lifts need to be individually inspected by a licensed contractor to provide an accurate quote.
Replace lift M	1	Ea	126,659.52	126,660.00	3	25	This is an estimate only - lifts need to be individually inspected by a licensed contractor to provide an accurate quote.
Replace lift D	1	Ea	126,659.52	126,660.00	5	25	This is an estimate only - lifts need to be individually inspected by a licensed contractor to provide an accurate quote.
Replace Lift (total 18)	2	Ea	126,659.52	253,319.00	8	2	This is an estimate only - lifts need to be individually inspected by a licensed contractor to provide an accurate quote.
Install twin sim GSM modules for emergency communications resulting from NBN	18	Ea	3,000.00	54,000.00	2	0	Install as required
<b>17. Garbage refuse / bin room</b>							
Maintain / repair garbage chute	10	Item	805.87	8,059.00	8	10	Maintain / repair as required
<b>18. Special works expenditures/ future planning</b>							
Lighting upgrade program as per email supplied	1	Item	53,000.00	53,000.00	0	0	Quotation required by committee
CO Monitoring system and car park ventilation upgrade	1	Item	50,000.00	50,000.00	0	0	Quotation required by committee
Pool space duct heaters and controllers	1	Item	2,000.00	2,000.00	0	0	Quotation required by committee
Upgrade security and intercom system	1	Item	75,000.00	75,000.00	2	10	Repair or replace as required
Install boomgates	1	Item	55,000.00	55,000.00	0	0	Install as required
Replace golf buggy	1	Item	15,580.17	15,580.00	0	12	Repair or replace as required
<b>19. Intercom and Security Systems</b>							
Maintain security access intercom	792	Per unit	52.77	41,794.00	2	2	Ongoing maintenance program

**BUILDING PHOTOS**

Item Group	Photo			
Building exterior				
Roof				
Foyers, Lobbies and hallways				
Trade Toilet / Bathrooms / change rooms				



Sauna					
External walkways					
Swimming pool/ leisure centres					
Fence maintenance					
Landscaping					

Fire equipment	 	
Plant - air-conditioning	 	
Special works expenditures/ future planning		

## **Inspector's Report for Kimberley Estate**

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- 1.** Actual Painting quotations can vary to our Painting Cost Estimates due to colour selection changes (ie: changing from light to dark or dark to light that may require multiple coats). Often over product specification that include either an impact membrane or 3 coat system can add up to 15-20% to the painting per square metre rate.
- 2.** We have recommended that the balance of the Capital Works be allowed to increase over the length of this report, leading to a significant balance in the later years. It is necessary to allow a larger balance over time to offset the effects of inflation on building material and labour costs and to ensure that adequate funds are available to provide for major works, which frequently become necessary as the building ages but which cannot be reliably forecast this far in advance. Based on historical data and current trends, we anticipate that building construction and maintenance costs will increase by fifty percent every fifteen years. This recommendation will be reviewed each time this report is updated, in light of price levels and the state of the building at the time of each update.
- 3.** The painting cost estimates are as accurate as possible. However, due to privacy considerations, access restrictions to some areas and the varied nature of the property, it is recommended that the Owners Corporation obtain quotes for painting work well in advance of when the work is to be carried out to allow for any shortfall or excess in funds.
- 4.** The maintenance of fences between properties is regulated under the Dividing Fences Act 1991, which states that neighbours have equal responsibility for dividing fences. As such, we have applied a fifty percent rate to all maintenance work on these fences in this report.
- 5.** An allowance has been made for the cleaning and maintenance of the driveway. Cleaning may be carried out using high pressure water or a chemical wash, however the Owners Corporation should take care to abide by water-use restrictions when doing so.
- 6.** The powder coated metalwork throughout the property may be subject to a manufacturer's warranty and, as such, the manufacturer's cleaning and maintenance recommendations should be followed to maximise the lifespan of the product.
- 7.** As the property is in a salt air environment it is most important that the Owners Corporation closely monitor the state of repair of the building. Even limited exposure to salt air can shorten the effective lives of many items and can lead to unpredictable wear and tear on a wide range of surfaces and materials. Any signs of corrosion or deterioration should be assessed for repair as swiftly as possible, and repairs undertaken accordingly.
- 8.** The National Broadband Network Company (NBN Co) has indicated that it will install access points (network termination units) in all units in multi-dwelling units at no charge. As such, no costs associated with the roll-out of the NBN have been included in this report.
- 9.** Several of the costings in this report have been provided by the BC/onsite manager and reflect the formal information obtained through estimates sort and received for various projected maintenance works. Forward planning will be necessary in order to facilitate and meet the financial obligations forecasted in this report.

Building condition reports/ Contractors quotations and tender documents/ and emails supplied.

As per Sm, approx \$250K was spent last financial year on Block U and the balance of the projected remedial costs should be spent this financial year.

- 10.** An allowance for general building maintenance and repairs was added for future works.
- 11.** Monies were budgeted for the maintenance & replacement of window parts on the complex.
- 12.** Money allocated for scaffold can be used for other access equipment eg.boomlift, cherrypicker.
- 13.** The membrane on the roof needs regular maintenance and replacement over time which has been included in this report.
- 14.** The tiled roof needs regular maintenance & the ridge caps need repointing.
- 15.** Money was allocated to the maintenance of driveway / carpark entry gates and the replacement of electric gate motors over time.
- 16.** A walkway maintenance program was included for repairs and maintenance to the external common area walkways & stairways.
- 17.** An allowance for plumbing and drainage maintenance was included for the complex.
- 18.** Maintenance of fire equipment was included in this report for smoke detectors, fire reels & extinguishers & the fire control panel.
- 19.** Lift maintenance has been included in this report.
- 20.** The complex is currently in the middle of a 6 year remediation and painting plan. Please see Buildings Condition Report attached to see which order the buildings are to be remediated and approximate cost.

Blocks A, B, C have been remediated.

Block U tender awarded this year.

Block U remediation costs are excluded from this report as the funds have been accounted for prior to report generation

Approx \$100K has been spent during the past 2 years to improve fire equipment.

1 x LC has been converted from swimming pool to Gym facility - cost was approx \$1.1M

Roof maintenance is necessary for all building - Blocks P, N, L membrane upgrades are currently work in progress, tiled roofs need work to reduce water egress and repairs required to timber support structures.

There are 18 lifts in the complex and these units will reach end of servicable life in next 5 or so years. We have provisioned to start replacing/ overhauling lifts from year 8.

Costs for future remedial works have been extrapolated from actual costs for Blocks A, B, C, U

Current levy changed to \$28.47 as per request of Strata Committee

Remedial works for apartments 452 & 453 included.

Lift replacement for M & D brought forward as per request by Strata Committee. M in year 3 and D in year 5.

Significant upgrade (approx \$75K) to security system included beginning year 2.

## Report Notes

### Capital Works Fund Plan (NSW)

**This forecast satisfies the current requirements of section 80 of the Strata Schemes Management Act 2015, which states:**

#### **80 Owners corporation to prepare 10-year capital works fund plan**

- (1) *An owners corporation is to prepare a plan of anticipated major expenditure to be met from the capital works fund for a 10-year period commencing on the first annual general meeting of the owners corporation.*
- (2) *An owners corporation is to prepare a plan for each 10-year period following the 10-year period to which the first plan applied. The plan is to be prepared for the annual general meeting at which the period covered by the previous plan expires.*
- (3) *An owners corporation may, by resolution at a general meeting, review, revise or replace a 10-year plan prepared under this section and must review the plan at least once every 5 years.*
- (4) *A plan under this section is to include the following:*
  - (a) *details of proposed work or maintenance,*
  - (b) *the timing and anticipated costs of any proposed work,*
  - (c) *the source of funding for any proposed work,*
  - (d) *any other matter the owners corporation thinks fit,*
  - (e) *any other matter prescribed by the regulations for the purposes of this section.*
- (5) *A plan under this section is to be finalised by the end of the next annual general meeting of the owners corporation after the annual general meeting for which the plan is prepared.*
- (6) *An owners corporation may engage expert assistance in the preparation of a plan under this section.*
- (7) *An owners corporation is, so far as practicable (and subject to any adjustment under this section), to implement each plan prepared under this section.*

**A Capital Works Fund is established pursuant to section 74 of the Strata Schemes Management Act 2015, which states:**

#### **74 Capital works fund**

- (1) **Establishment of fund**  
*An owners corporation must establish a capital works fund.*
- (2) **Amounts payable to fund**  
*An owners corporation must pay the following amounts into the capital works fund:*
  - (a) *the contributions levied on, and paid by, owners for payment into the fund,*
  - (b) *any amounts paid to the owners corporation by way of discharge of insurance claims, unless paid into the administrative fund,*
  - (c) *any amounts paid to the owners corporation under Part 11,*
  - (d) *any amount received by the owners corporation that is not required or permitted to be paid into the administrative fund,*
  - (e) *the proceeds of any investment of the fund.*
- (3) *An owners corporation may also pay the following amounts into the capital works fund:*
  - (a) *any income of the owners corporation,*
  - (b) *any amount that may be, but is not required to be, paid into the fund under this Act.*
- (4) **Amounts payable from fund**  
*An owners corporation may pay money from its capital works fund only for the following purposes:*
  - (a) *payments of the kind for which estimates have been made under section 79 (2),*
  - (b) *payments made in accordance with this Division on a distribution of a surplus in the fund,*
  - (c) *payments of amounts for the purposes of Part 11,*
  - (d) *the transfer of money to the administrative fund or to pay expenditure that should have been paid from the administrative fund.*
- (5) **Exemption**  
*An owners corporation for a strata scheme comprising 2 lots need not establish a capital works fund if:*
  - (a) *the owners corporation so determines by unanimous resolution, and*
  - (b) *the buildings comprised in one of those lots are physically detached from the buildings comprised in the other lot, and*
  - (c) *no building or part of a building in the strata scheme is situated outside those lots.*

**THIS REPORT DEALS WITH THE CAPITAL WORKS FUND PLAN**



**Implementation** - It is the responsibility of the Strata Committee and the Owners Corporation to implement this plan so far as is practicable.

**Interaction with Capital Works Fund** - The source of funding for all proposed work or maintenance is presumed to be the capital works fund. No allowance has been made for proposed work or maintenance that is funded by means other than the capital works fund.

**Figures used and updates** - The figures used in the forecast are typical for this type of building and normal usage. The Strata Committee has some flexibility to make minor adjustments to the timing of any proposed work. More major adjustments to the timing of work may require an ordinary resolution of the Strata Committee, or complete revision of the Plan. The purpose of this forecast is to ensure monies are available when required to cover foreseeable expenses.

**Contingency** - A contingency has been allowed for any unforeseen expenses. Please refer to the second page of the report.

**Interest, Taxation and Inflation** - The standard interest rate used by Solutions in Engineering is based on the Reserve Bank of Australia's (RBA) historical series for Cash Management and Online Savings Account interest rates for the past previous fifteen years. The company tax rate is applied to interest income unless Solutions in Engineering is advised that the Owners Corporation is exempt from tax on external income. The standard inflation rate used by Solutions in Engineering is based upon the entire RBA historical series for Construction, Manufacturing and Property Services inflation, commencing March 1999. While historical figures are not an accurate predictor of specific future outcomes, over the life of this report (fifteen years), interest rates and inflation should approach long-term averages. Changes in economic conditions may affect the accuracy of these figures. This report should be updated at regular intervals to ensure that any such changes are taken into account.

**Administration Fund** - Items of a recurrent nature that are covered by the administration budget such as maintenance contract for lifts, fire protection equipment, air conditioners, cleaning and gardening are not included. Neither are items of a minor recurrent nature with varying life spans such as light bulbs and exit light battery packs.

**Items with Indefinite Lives** - There is no allowance for replacement of items that, if properly maintained, should last indefinitely, (unless otherwise requested by the Strata Committee); for example: sanitary fittings and lift carriage interiors. This forecast deals only with estimating the timing of physical obsolescence.

**Improvements** - The Strata Committee may resolve to undertake improvements not related to normal maintenance. No allowance has been made for these items.

**Defects** - No allowance has been made for correction of defects resulting from faulty construction except where nominated in the report. The inspectors report summarises only issues observed during our inspection and is not a structural report.

**Ongoing Maintenance Programs** - The lives of some items overall may have been extended indefinitely due to the use of an ongoing maintenance program. When there is any doubt in our minds about how and when an item may need replacement or maintenance, we give control to the owners and the Strata Committee. With allowances for ongoing maintenance programs, allow funds to be available for maintenance, gradual replacement or in some cases accumulation of funds for total replacement in the long term. The lives of some items can vary considerably, especially with issues such as:

- ◆ Usage.
- ◆ Accidental damage to floor tiles, which may or may not be still available or in stock.
- ◆ Fences can be maintained and replaced gradually or all at once.
- ◆ Metal and Aluminium Balustrades can last anywhere between 10 and 50 years, depending on the original quality, coatings (painting) and maintenance.
- ◆ Concrete driveways that have been cracked but are still perfectly sound and serviceable.
- ◆ Pumps and Fans can last indefinitely or wear out relatively quickly. This often depends on the quality of internal construction and finish.

**Safety** - The inspection does not cover safety issues.

**Lifts** - Due to the many types of lift contracts covering varying parts and aspects of lift maintenance, no allowance is made unless instructed by the Strata Committee Committee/Representative.

**Fire Maintenance** - We have assumed that the Fire Maintenance Contractor has covered the Fire Maintenance Items; no allowance is made unless instructed by the Strata Committee/Representative.

**Window Safety Device** – It is mandatory to install a safety device/ lock that restricts the opening of an openable window to less than 12.5cm. The device must be able to withstand a specific outward pushing force. All windows in every apartment building above a certain height must comply. (Section 118 Strata Schemes Management Act 2015; section 30 Strata Schemes Management Regulation 2016). An allowance has been made for the installation of these devices. Contact our office should you require a quotation to install these devices.

**Other Matters** - Unless otherwise included, this report does not include matters that are not anticipated major expenditures to be met from the capital works fund.

**Updates** - The forecast is made with the best available data at this time. The forecast should be upgraded at regular intervals. We recommend a minimum of bi-annual updates.

**Supply terms and conditions** - All services provided by Solutions in Engineering are supplied on the basis of **Supply Terms and Conditions** which are available from our Office and from our website [www.solutionsinengineering.com](http://www.solutionsinengineering.com)

**Please read the information and the notes on the Inspector's report to gain the most from this report.**



# **ANNEXURE 'A'**

## **CONSOLIDATION OF BY-LAWS – The Owners – Strata Plan 53194**

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# Part 1 General management and control

## 1 Noise

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An owner or occupier of a lot must not create any noise on the parcel likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using common property (whether by reason of its level, nature, character or quantity, frequency, the time of its making, the location of its making or without limitation any other circumstance).

## 2 Parking

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### 2.1 Owners and occupiers:

- (a) must not park, stand, rest, leave or keep ("**Park**") motor vehicles on the common property without the express prior written consent of the owners corporation;
- (b) must not permit or facilitate another person to Park motor vehicles on the common property, except in the case of a genuine invitee Parking a motor vehicle only within a visitors car space for not more than 24 consecutive hours with the express prior written consent of the owners corporation (given following a written request made by the relevant owner or occupier); and
- (c) in any case must not permit or facilitate a motor vehicle exceeding 2 tonne gross vehicle mass to enter the property, except in the case of a removalist vehicle entering the property strictly in compliance with any applicable by-law.

### 2.2 If an owner or occupier Parks a vehicle in contravention of clause 2.1 or permits or facilitates any person to so Park a vehicle) the owners corporation may give that owner or occupier a notice under this clause 2.2 ("**Strike Notice**") to the effect that the owners corporation has formed the view that they have breached this by-law and the effect of clause 2.3 below.

### 2.3 If a vehicle remains Parked in contravention of this by-law for 24 hours or more following the giving of a Strike Notice under this by-law, the owners corporation may in its absolute sole discretion do any or all of the following:

- (a) erect a temporary barricade or install a temporary immobilization device (including a frame padlocked to the front towing eye of the vehicle, but excluding a wheel clamp) to prevent or hinder a vehicle Parked in contravention of clause 2.1 from leaving the place where it is parked ("**Block In**"); or
- (b) arrange for a vehicle of that owner or occupier that is Parked in contravention of clause 2.1 to be towed off the Property and onto a public street ("**Tow Away**").

### 2.4 The giving of a Strike Notice does not depend on the owner or occupier to whom that notice is given actually having breached any by-law of the strata scheme.

### 2.5 Owners and occupiers:

- (a) acknowledge and agree that a Block In or a Tow Away is not a penalty for breach of a by-law;
  - (b) waive any right of use or access to their lots or their vehicles to the extent required to put effect to a Block In or a Tow Away;
  - (c) agree to the owners corporation putting effect to a Block In or a Tow Away in accordance with this by-law; and
  - (d) acknowledge and agree that this by-law is an agreement or arrangement in place with respect to any vehicle the subject of this by-law as contemplated by Section 651C of the Local Government Act 1993.
- 2.6 If the owners corporation Blocks In or Tows Away a vehicle the owners corporation must not:
- (a) fail to release the vehicle on demand to any person having a lawful right to the possession or control of the vehicle; or
  - (b) demand any payment for or in relation to the release of the vehicle.
- 2.7 The owners corporation may, prior to release a vehicle to a person, require that person to provide reasonable evidence of a lawful right to possession or control of a vehicle and to sign a receipt in a form determined by the owners corporation from time to time.
- 2.8 Owners and occupiers must provide the owners corporation with the vehicle registration plate details of each vehicle in their ownership, possession or control from time to time.
- 2.9 The owners corporation is to keep and use the information gathered pursuant to clause 2.7 only for the purpose of monitoring and/or enforcing breaches of by-laws of the strata scheme relating to parking and must comply with all requirements of law in gathering, storing, using or releasing that information.
- 2.10 A Strike Notice is deemed to have been properly given under this by-law if:
- (a) It is left on the offending vehicle, including without limitation under a windscreen wiper or affixed by means of tape to the windscreen; and
  - (b) It contains words, or words to the effect, of those set out in Schedule 1.
- 2.11 The owners corporation may erect a sign on the Common Property to the effect set out in Schedule 2:
- 2.12 In addition to its other functions, the owners corporation has the functions necessary for it to exercise its rights and meet its obligations under this by-law.
- 2.13 The owners corporation makes the offer in the terms of the sign set out in clause 2.11 according to its terms. The owners corporation has the functions necessary for it to exercise its rights and meet its obligations under a contract coming into existence by way of acceptance of that offer on its terms.
- 2.14 This by-law sets out the terms of an agreement between owners, occupiers and the owners corporation for the provision of parking services by the owners corporation to owners and occupiers as contemplated by section 111 of the Management Act on the conditions set out herein.

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

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

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

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An owner or occupier of a lot must not:

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

## **5 Damage to common property**

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- 5.1** An owner or occupier of a lot must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property except with the prior written approval of the owners corporation.
- 5.2** An approval given by the owners corporation under sub clause 5.1 cannot authorise any additions to the common property.
- 5.3** This by-law does not prevent an owner or person authorised by an owner from installing:
  - (a) any locking or other safety device for protection of the owner's lot against intruders or to improve safety within the owner's lot, or
  - (b) any screen or other device to prevent entry of animals or insects on the lot, or
  - (c) any structure or device to prevent harm to children, or
  - (d) any device used to affix decorative items to the internal surfaces of walls in the owner's lot,

unless the device is likely to affect the operation of fire safety devices in the lot or common property or to reduce the level of safety in the lots or common property.
- 5.4** Any such locking or safety device, screen, other device or structure must be installed in a competent and proper manner and must have an appearance, after it has been installed, in keeping with the appearance of the rest of the building.
- 5.5** Despite section 62 of the Management Act, the owner of a lot must maintain and keep in a state of good and serviceable repair any installation or structure referred to in sub clause (3) that forms part of the common property and that services the lot.

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

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

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

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- 7.1** An owner or occupier of a lot must not permit any child of whom the owner or occupier has control to play on common property within the building or, unless accompanied by an adult exercising effective control, to be or to remain on common property comprising a laundry, car parking area or other area of possible danger or hazard to children.
- 7.2** In this by-law, "**Play Equipment**" means any recreational toy or device including but not limited to a skateboard, roller skates, roller blades, bicycles or scooters.
- 7.3** Owners and occupiers of lots must not permit any child or invitee of the owner or occupier to bring, use or leave Play Equipment on the common property.
- 7.4** The owners corporation may:
  - (a) Confiscate any Play Equipment brought onto, or left on the common property in breach of this by-law; and
  - (b) Retain the confiscated Play Equipment in a secure location until such time as

it is collected by a person, who in the view of the owners corporation is a responsible adult person either having a lawful right to the possession or control of the Play Equipment or being the parent or guardian of a person with such lawful right.

- 7.5** In addition to its other functions, the owners corporation has the functions necessary to exercise its rights and meet its obligations under this by-law.

## **8 Behaviour of invitees**

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

## **9 Depositing rubbish and other material on common property**

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- 9.1** An owner or occupier of a lot must not deposit or throw on the common property any rubbish, dirt, dust or other material or discarded item except with the prior written approval of the owners corporation.
- 9.2** An owner or occupier of a lot must keep free of blockage any common property drainage, pipe, duct, structure or similar to the extent that it solely services the lot.

## **10 Drying of laundry items**

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

## **11 Cleaning windows and doors**

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- 11.1** Except in the circumstances referred to in clause 11.2 an owner or occupier of a lot is responsible for cleaning all interior and exterior surfaces of glass in windows and doors on the boundary of the lot, including so much as is common property.
- 11.2** The owners corporation is responsible for cleaning regularly all exterior surfaces of glass in windows and doors that cannot be accessed by the owner or occupier of the lot safely or at all.

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

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- 12.1** An owner or occupier of a lot must not, except with the approval in writing of the owners corporation, use or store on the lot or on the common property any inflammable chemical, liquid or gas or other inflammable material.
- 12.2** This by-law does not apply to chemicals, liquids, gases or other material used or intended to be used for domestic purposes, or any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

## **13 Moving furniture, etc**

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### **13.1 General controls**

An owner or occupier of a lot must not transport any furniture or large object (being an object that cannot easily be carried by one person and in any event which is no greater than 1m in size in any dimension) through or on the common property or any shared



areas ("**Removals**") unless:

- (a) that owner or occupier has first given reasonable notice (and in any event at least 24 hours' notice) to the building manager or caretaker (if any) (or the executive committee if there is no building manager or caretaker) to arrange a time for the Removals to occur.
- (b) The Removals are carried out in any event between the hours of 9.00am to 5.00pm.
- (c) The Removals are carried out in accordance with any reasonable directions of the owners corporation or the Building Manager or Caretaker.

### **13.2 Repair and protection**

An owner or occupier of a lot must:

- (a) Ensure that Removals occur in accordance with any applicable law.
- (b) Ensure that Removals occur in a proper manner and exercising reasonable care.
- (c) Ensure that protective curtains are in place at all times when using lifts to undertake Removals.
- (d) Ensure that the common property is protected from damage when carrying out Removals and that the common property is left clean and tidy on completion of the Removals.
- (e) Ensure that any damage to the common property caused by their Removals:
  - (i) is repaired within 1 week from its occurrence; and
  - (ii) is repaired:
    - (A) in accordance with any applicable law; and
    - (B) in a proper and workmanlike manner and exercising due care and skill.

### **13.3 Default**

- (a) Within the meaning of section 63 of the Management Act, if:
  - (i) work is required to be carried out by an owner or occupier under a term or condition of this by-law; and
  - (ii) that owner or occupier fails to carry out that work;then the owners corporation may carry out that work and may recover the cost of carrying out that work from that owner or occupier or any person who, after the work is carried out, becomes the owner of their Lot.
- (b) If an owner or occupier fails to comply with any other obligation under this by-law then the owners corporation may carry out that obligation and:
  - (i) if there is a Bond, may pay the cost of doing so from the Bond in part or in full; and
  - (ii) if there is no Bond, or to the extent that the owners corporation does not or cannot pay the cost of doing so from the Bond, may recover

the cost (or the remaining cost after a payment from the Bond) of carrying out that obligation from that owner or occupier or any person who, after the obligation is carried out, becomes the owner of the subject lot.

- (c) Except to the extent that any such amount is paid out of the Bond in accordance with clause 13.3(b)(i) of this by-law, the costs incurred by the owners corporation in carrying out any work or obligation referred to in clause 13.3(a) or clause 13.3(b) of this by-law may be recovered by the owners corporation as a debt.

#### **13.4 Bond**

The Bond:

- (a) Is an amount in Australian currency reasonably determined from time to time by the owners corporation, and in default of such a determination the amount of \$500.
- (b) Must be paid by an owner or occupier to the owners corporation prior to that owner or occupier doing Removals.
- (c) Must be paid in any manner reasonable directed by the owners corporation from time to time.
- (d) May be applied by the owners corporation against any debt or indemnity owed by the owner or occupier arising under section 63 of the Management Act, this by-law or otherwise at law in connection with Removals.
- (e) Must be returned to the owner or occupier after the expiry of 1 month following the completion of the Removals, less any amount deducted (or that may be deducted) by the owners corporation in accordance with this by-law.

#### **13.5 Liability for others**

Owners and occupiers are liable under this by-law for the acts or omissions of their invitees, agents, contractors or employees as fully as if those persons were that owner or occupier and those acts or omissions were the acts or omissions of that owner or occupier.

### **14 Floor Coverings**

#### **14.1 Regulation of floor coverings**

- (a) An owner of a lot must ensure that all floor space within the lot is covered or otherwise treated to an extent sufficient to prevent the transmission from the floor space of noise likely to disturb the peaceful enjoyment of the owner or occupier of another lot.
- (b) An owner or occupier of a lot must not install, or allot to be installed, or keep, any Non-Carpet Floor Covering in the lot, or to serve as the floor of the lot, otherwise than in accordance with the Conditions.
- (c) This by-law does not apply to floor space comprising a kitchen, laundry, lavatory or bathroom.

#### **14.2 Conditions**

*Permission*

- (a) An owner must request and obtain the express prior written permission of the owners corporation before carrying out Works.
- (b) An application for permission of the owners corporation must be in writing and be accompanied by:
  - (i) Drawings and specifications of the proposed Works (including any acoustic treatment) prepared by member firm of the AAAC;

- (ii) Certification by that member firm of the AAAC in favour of the owners corporation that the Works, if installed in accordance with the drawings and specifications, will achieve an acoustical star rating of 5 Star or better, according to the Guideline for Apartment and Townhouse Acoustic Rating then promulgated by the AAAC (“**current AAAC guideline**”).
- (c) Despite sub-clause 14.2(b)(ii), the owners corporation may in its absolute sole discretion accept in place of a certificate of the kind referred to in 14.2(b)(ii), a certificate of that kind where the star rating referred to is less than 5.
- (d) The permission of the owners corporation may not be withheld or delayed unreasonably, and may be given subject to conditions that are not inconsistent with this by-law or the Management Act (in which case the owner must comply with those conditions).

#### *Bond*

- (e) Before carrying out any Works the owner must pay a bond to the owners corporation in accordance with clause 14.5 that may be dealt with by the owners corporation as provided in this by-law.

#### *Works*

- (f) Works must:
  - (i) be carried out solely within the subject lot and not amount to or involve an addition to, alteration of or erection of a new structure on the common property;
  - (ii) be carried out in accordance with and comply with any applicable law or Approval;
  - (iii) be carried out in a proper and workmanlike manner and only by persons who are duly licensed to do so;
  - (iv) be fit for their purpose;
  - (v) be carried out with due diligence and expedition and within a reasonable time;
  - (vi) cause a minimum of disruption to the use of common property;
  - (vii) except as otherwise approved by the owners corporation, be carried out only between the hours of 7:30am and 4:30pm (excluding on any day that is a Saturday, Sunday or public holiday in New South Wales);
  - (viii) not cause damage to or adversely affect the structure or support of common property; and
  - (ix) without limitation must not diminish the fire protection or sound insulation of common property.

#### *Cleanliness and protection*

- (g) The owner must ensure:
  - (i) Common property is adequately protected from damage that may be caused by the Works;
  - (ii) any part of common property affected by the Works is kept clean and tidy and is left clean and tidy on completion of the Works;
  - (iii) without limitation any direction of the building manager or caretaker in respect of the cleanliness of or protection of common property is complied with and complied with promptly; and
  - (iv) all rubbish, debris and excess materials or the like is removed from common property promptly.

### *Indemnity*

- (h) The owner will indemnify the owners corporation immediately on demand for any damage, cost, loss, claim, demand, suit or liability howsoever incurred by or brought against the owners corporation in connection with the Works or their use, except to the extent that such damage, costs, loss, claim, demand suit or liability is caused by the negligence of the owners corporation.

### *Notice*

- (i) The owner must give the owners corporation not less than 7 days' notice in writing before the commencement of Works.

### *Access*

- (j) The owners must provide the owners corporation's nominated representative access to the lot during the course of the Works for the purpose of inspecting and examining the Works (or where the owner is not also the occupier of the lot, must ensure such access is provided).

### *Certificate after the Works*

- (k) Within one month of completion of the works, the owner must give the owners corporation a report signed by a qualified acoustic engineer certifying the star rating achieved by the Works, according to the current AAAC guidelines.

### *Maintenance*

- (l) The owner must properly maintain and keep in a state of good and serviceable repair the Works and renew and replace the Works when necessary and must ensure that the Works comply and continue to comply with the Conditions.
- (m) Any works which the Owner undertakes in order to comply with their obligations under this by-law must be undertaken in accordance with this by-law as if they were Works within the meaning of this by-law.

### *Cost*

- (n) The owner must bear the costs of the Works and the cost of complying with their obligations under this by-law.

## **14.3 Ownership of the works**

If an owner does Works, the Works remain your property.

## **14.4 Default**

- (a) Within the meaning of section 63 of the Management Act, if:
  - (i) work is required to be carried out by an owner under a term or condition of this by-law; and
  - (ii) that owner fails to carry out that work;then the owners corporation may carry out that work and may recover the cost of carrying out that work from that owner or any person who, after the work is carried out, becomes the owner of their lot.
- (b) If an owner fails to comply with any other obligation under this by-law then the owners corporation may carry out that obligation and:
  - (i) if there is a Bond, may pay the cost of doing so from the Bond in part or in full; and
  - (ii) if there is no Bond, or to the extent that the owners corporation does not or cannot pay the cost of doing so from the Bond, may recover the cost (or the remaining cost after a payment from the Bond) of carrying out that obligation from that owner or any person who, after the obligation is carried out, becomes the owner of their lot.
- (c) Except to the extent that any such amount is paid out of the Bond in

accordance with clause 14.4(b)(i) of this by-law, the costs incurred by the owners corporation in carrying out any work or obligation referred to in clause 14.4(a) or clause 14.4(b) of this by-law may be recovered by the owners corporation as a debt.

#### **14.5 Bond**

The Bond:

- (a) Is an amount in Australian currency reasonably determined from time to time by the owners corporation, and in default of such a determination the amount of \$2,000.
- (b) Must be paid by an owner or occupier to the owners corporation prior to that owner or occupier doing Works.
- (c) Must be paid in any manner reasonable directed by the owners corporation from time to time.
- (d) May be applied by the owners corporation against any debt or indemnity owed by the owner arising under section 63 of the Management Act, this by-law or otherwise at law in connection with Works.
- (e) After an owner has completed Works in full compliance with this by-law the owners corporation must refund any Bond paid by the owner, less:
  - (i) any amount that the owners corporation has paid from the bond in accordance with clause 14.4(b)(i) of this by-law; and
  - (ii) any amount that the owners corporation has had or is entitled to have from the Bond under clause 14.5 of this by-law.

#### **14.6 Functions of the owners corporation**

Without limiting its other functions, the owners corporation has the functions necessary for it to discharge the duties imposed on it, and exercise the powers and authorities conferred on it by this by-law.

#### **14.7 Definitions**

In this by-law:

**Approval** means, in connection with the works:

- (a) an approval or certificate as may be required by law (or under the terms of an approval) to be obtained from or provided by an authority;
- (b) a development consent or complying development certificate within the meaning of the Environmental Planning and Assessment Act 1979;
- (c) a "Part 4A certificate" within the meaning of section 109C of the Environmental Planning and Assessment Act 1979;
- (d) any order, direction or other requirement given or made by an authority;
- (e) an order made under Division 2A of Part 6 of the Environmental Planning and Assessment Act 1979; and
- (f) an order made under Part 2 of Chapter 7 of the Local Government Act 1993;

**AAAC** means the Association of Australian Acoustical Consultants;

**Authority** means, in connection with the Works or Common Property:

- (a) any Commonwealth, state or local government, semi-government, statutory, public or other body or person (or body or person otherwise authorised by law) having jurisdiction;
- (b) a consent authority or principle certifying authority within the meaning of the Environmental Planning and Assessment Act 1979;
- (c) the council having the relevant regulatory functions under Chapter 7 of the



Local Government Act 1993; and

- (d) an authorised fire officer within the meaning of section 121ZC of the Environmental Planning and Assessment Act 1979;

**Bond** means the bond required under clause 14.5 of this by-law;

**Conditions** means the terms in clause 14.2 of this by-law;

**current AAAC guideline** has the meaning given to it in clause 14.214.2(b)(ii);

**Non-Carpet Floor Covering** means a floor covering or surface in your Lot (other than in an area that is a kitchen, laundry, lavatory or bathroom) other than carpet, including, but not limited to floating timber flooring;

**Works** means building works and related products and services to be done and supplied in accordance with the following:

- (e) the installation of Non-Carpet Floor Covering in your Lot; and
- (f) ancillary works, products and services that it is reasonably necessary to do or supply to facilitate the doing of the works, and the supply of the products and services referred to elsewhere in this definition;

and includes as the context may require a reference to the result of those works and related products and services being done and supplied.

## 15 Garbage disposal

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- 15.1 An owner or occupier of a lot (if and when the strata scheme does not have shared receptacles for garbage, recyclable material or waste):
  - (a) must maintain such receptacles within the lot, or on such part of the common property as may be authorised by the owners corporation, in clean and dry condition and (except in the case of receptacles for recyclable material) adequately covered, and
  - (b) must ensure that before garbage, recyclable material or waste is placed in the receptacles it is, in the case of garbage, securely wrapped or, in the case of tins or other containers, completely drained or, in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines, and
  - (c) for the purpose of having the garbage, recyclable material or waste collected, must place the receptacles within an area designated for that purpose by the owners corporation and at a time not more than 12 hours before the time at which garbage, recyclable material or waste is normally collected, and
  - (d) when the garbage, recyclable material or waste has been collected, must promptly return the receptacles to the lot or other area referred to in paragraph 15.1(a), and
  - (e) must not place any thing in the receptacles of the owner or occupier of any other lot except with the permission of that owner or occupier, and
  - (f) must promptly remove any thing which the owner, occupier or garbage or recycling collector may have spilled from the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled.
- 15.2 An owner or occupier of a lot (if and when the strata scheme has shared receptacles for garbage, recyclable material or waste):
  - (a) must ensure that before garbage, recyclable material or waste is placed in the receptacles it is, in the case of garbage, securely wrapped or, in the case of tins or other containers, completely drained or, in the case of recyclable material or waste, separated and prepared in accordance with the applicable

recycling guidelines, and

- (b) must promptly remove any thing which the owner, occupier or garbage or recycling collector may have spilled in the area of the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled.

15.3 An owner or occupier of a lot must:

- (a) comply with the local council's requirements for the storage, handling and collection of garbage, waste and recyclable material, and
- (b) notify the local council of any loss of, or damage to, receptacles provided by the local council for garbage, recyclable material or waste.

15.4 The owners corporation may post signs on the common property with instructions on the handling of garbage, waste and recyclable material that are consistent with the local council's requirements and these by-laws.

## **16 Keeping of animals**

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16.1 Subject to section 49 (4) of the Management Act, an owner or occupier of a lot must not, without the prior written approval of the owners corporation, keep any animal on the lot or the common property.

16.2 Without limiting any other remedy available to the owners corporation, an owner or occupier of a lot must immediately on demand remove from the lot and the common property any animal kept in breach of this by-law.

## **17 Appearance of lot**

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

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

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

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

## **19 Provision of amenities or services**

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19.1 The owners corporation may, by special resolution, determine to enter into arrangements for the provision of the following amenities or services to one or more of the lots, or to the owners or occupiers of one or more of the lots:

- (a) window cleaning,
- (b) garbage disposal and recycling services,
- (c) electricity, water or gas supply,
- (d) telecommunication services (for example, cable television).

19.2 If the owners corporation makes a resolution referred to in clause 19.1 to provide an amenity or service to a lot or to the owner or occupier of a lot, it must indicate in the resolution the amount for which, or the conditions on which, it will provide the amenity or service.

**Note.** Section 111 of the Act provides that an owners corporation may enter into an agreement with an owner or occupier of a lot for the provision of amenities or services by it to the lot or to the owner or occupier.

## **20 Controls on hours of operation and use of facilities**

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- 20.1 The owners corporation may, by special resolution, make any of the following determinations if it considers the determination is appropriate for the control, management, administration, use or enjoyment of the lots or the lots and common property of the strata scheme:
- (a) that commercial or business activities may be conducted on a lot or common property only during certain times,
  - (b) that facilities situated on the common property may be used only during certain times or on certain conditions.
- 20.2 An owner or occupier of a lot must comply with a determination referred to in clause 20.1.

## **21 Compliance with planning and other requirements**

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- 21.1 The owner or occupier of a lot must ensure that the lot is not used for any purpose that is prohibited by law.
- 21.2 The owner or occupier of a lot must ensure that the lot is not occupied by more persons than are allowed by law to occupy the lot.

## **22 Service of documents on owner of lot by owners corporation**

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

## **23 Compliance with law**

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Owners and occupiers of lots must comply with any applicable law, including the Management Act.

## **24 Common property locks**

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- 24.1 By the special resolution adopting this by-law, the owners corporation determined, for the purposes of section 62 (3) of the Management Act, that:
- (a) it is inappropriate to maintain, renew, replace or repair the locks of lot mailboxes, the locks of lot external doors and the locks of lot garage doors ("**Locks**"), and
  - (b) its decision will not affect the safety of any building, structure or common property in the strata scheme or detract from the appearance of any property in the strata scheme.
- 24.2 Owners of lots may repair and maintain, or renew or replace, the Locks.

## **25 Construction hours**

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- 25.1 Except as otherwise expressly provided by these by-laws, any building works undertaken at the property (other than by the owners corporation) must only be carried out between the hours of 7.30am and 5.30pm on any day (excluding a day that is a Saturday, Sunday or public holiday in New South Wales).
- 25.2 This by-law does not authorise the doing of construction works.

## **26 Shopping trolleys**

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An owner or occupier of a lot (or their invitee) must not bring a shopping trolley onto the property.

## **27 Vermin and rangehoods**

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The owner and occupier of a lot will maintain the lot in a clean and tidy condition and free of vermin and, without limiting the generality of this by-law, will clean the filters of any rangehood installed in the lot of grease at least every three months.

## **28 Use of the lift**

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The owner or occupier of a lot must not convey nor allow the conveyance in the lift of any pushbike or surfboard or without limitation any object likely to damage or to dirty the interior of the lift.

## **29 Certain provisions regarding maintenance**

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In addition to its other functions, the owners corporation has the functions necessary to:

- (a) Paint the outside of the building every seven years.
- (b) Replace the carpet in the common property every seven years.
- (c) Repaint the inside of the building every five years.
- (d) Replace all fittings in the common property of the building as required.
- (e) Overhaul and repair all gymnasium equipment as required.
- (f) Replace the carpet in the lift with vinyl flooring for maintenance purposes when required.
- (g) Repaint and refurbish the pool and pool areas every four years.
- (h) Reseal the concrete driveways as required.

## **30 Regulation of real estate signage**

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### **30.1 Prohibition**

Real Estate Signage must not be placed or kept on the property except in compliance with the Conditions.

### **30.2 Conditions regarding the signage**

Real Estate Signage must either:

- (a) Be a sign that advertises that a lot is “open for inspection” that is:
  - (i) Mounted on the property by temporary means only any only by means of its own weight (for clarity without drilling into or inserting bolts, nails or other fixings in the property).
  - (ii) Only be installed in an area that is directly adjacent to the vehicular entrance to the property.
  - (iii) Only be displayed during the time that the lot is in fact open for inspection.
- (b) Be a sign that advertises the availability of commercial premises for lease or sale that is:
  - (i) One sign only per such a lot.
  - (ii) Only in place during any period where the lot is in fact for sale or lease.

- (iii) Mounted on the property by temporary means only (without drilling into or inserting bolts, nails or other fixings in the property).

### 30.3 **Compliance with law**

In addition to any other requirement of this by-law, an owner to whose lot Real Estate Signage relates must at all times comply with any applicable law in connection with that Real Estate Signage.

### 30.4 **Definitions**

In this by-law, unless the context otherwise requires:

**Conditions** means the provisions of clauses 30.2 and 30.3; and

**Real Estate Signage** means any sign in connection with a sale, lease, licence or other dealing in relation to a lot.

## 31 **Safety, security and fire safety**

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- 31.1 An owner or an occupier of a lot must not do or permit anything which may prejudice the security or safety of the property and, in particular must ensure that all fire and security doors are kept locked or secure or in an operational state, as the case may be, when not in immediate use, subject to compliance with applicable laws and regulations regarding fire safety.
- 31.2 The owner or occupier of a lot must not do any thing or permit any invitees of the owner or occupier to do any thing on the lot or common property that is likely to affect the operation of fire safety devices in the parcel or to reduce the level of fire safety in the lots or common property.
- 31.3 Owners and occupiers of lots must ensure that they maintain any fire safety equipment (including without limitation smoke detectors) in their lots in an operative state (including without limitation ensuring that batteries in smoke detectors are changed as required) and are required, at their cost, to do such work as is necessary to ensure that they comply with their obligations under this by-law 31.
- 31.4 If an owner or occupier of a lot causes a fire safety measure in the strata scheme (whether in a lot or in common property) to cease functioning or to cease functioning effectively that owner or occupier of a lot is required, at its cost, to do such work as is necessary to cause that fire safety measure to return to a functioning (or effectively functioning) state and must do so immediately and in compliance with all applicable laws.
- 31.5 Within the meaning of section 63 of the Management Act, if:
  - (a) work is required to be carried out by an owner or occupier of a Lot under a term or condition of this by-law; and
  - (b) that owner or occupier fails to carry out that work;then the owners corporation may carry out that work and may recover the cost of carrying out that work from that owner or occupier or any person who, after the work is carried out, becomes the owner of the lot.
- 31.6 If an owner or occupier fails to comply with any other obligation under this by-law then the owners corporation may carry out that obligation and may recover the cost of carrying out that obligation from that owner or occupier or any person who, after the obligation is carried out, becomes the owner of their lot.
- 31.7 The costs incurred by the owners corporation in so carrying out any work or obligation of an owner or occupier may be recovered by the owners corporation as a debt.

## 32 **Access control**

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- 32.1 The owners corporation may, for the purpose of ensuring the security of the parcel from

intruders, to preserve the safety of the parcel from fire or other hazards, or otherwise in connection with its functions, without limitation:

- (a) close off or restrict access to any part of the common property not required for access to a Lot on either a temporary or permanent basis by means of locking or security devices or systems;
  - (b) permit any part of the common property to be used by any security persons as a means of monitoring the security of the property, either solely or in conjunction with any other property;
  - (c) restrict access of owners and occupiers of lots of one floor of the property to any other floor of the property by means of locking or security devices or systems; and
  - (d) to the extent permitted by law, disable the intercom buzzers at access points into the building.
- 32.2 The owners corporation may make rules and regulations, not inconsistent with these by-laws or any other law, relating to ensuring the security of the property from intruders or to preserve the safety of the property from fire or other hazards.

### **33 Access Keys**

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- 33.1 In this by-law **Access Key** means any device or object used to operate a locking device or security device or system that restricts access to or through any part of the common property.
- 33.2 Access Keys belong to the owners corporation.
- 33.3 Owners, occupiers and others are only entitled to the use of Access Keys in accordance with and under the conditions imposed by this by-law.
- 33.4 The owners corporation may give Access Keys to owners or occupiers of lots and may keep records relating to the persons to whom Access Keys have been given.
- 33.5 The right to the use of an Access Key under this by-law is personal to the owner or occupier to whom it is given and may not be assigned to any other person without the express prior written consent of the owners corporation
- 33.6 The owners corporation may charge an owner or occupier of a Lot a fee of \$100 to provide extra or replacement Access Keys and require the payment by that owner or occupier of an \$80 bond. On return of the Access Key in working order the bond is to be refunded to that owner or occupier. The owners corporation may determine alternative amounts to those provided in this clause from time to time (acting reasonably).
- 33.7 Owners of lots may give Access Keys to occupiers of their lots provided that:
- (a) they notify the owners corporation in writing of the names, and postal and telephone contact details of the occupiers of the lot to whom Access Keys have been given;
  - (b) they ensure that the Access Keys are returned to the owners corporation when such an occupier ceases to be an occupier, including taking all reasonable steps available at law;
  - (c) they include a requirement in any lease or license relating to such an occupier that the occupier must return those Access Keys to the owners corporation when that occupier ceases to be an occupier; and
  - (d) they indemnify the owners corporation immediately on demand for any loss, damage, claim, suit or demand whatsoever incurred by or brought against the owners corporation in respect of those Access Keys or their use.



- 33.8 Owners may give Access Keys to subsequent owners of their lots provided that the owners corporation is notified in writing of the names and postal and telephone contact details of the subsequent owner. Both the prior and subsequent owner are jointly and severally liable to ensure that the owners corporation is so notified.
- 33.9 At all times whilst in the building and on common property, an owner or occupier must carry an Access Key if they have been given one by the owners corporation (or, in the case of an occupier, by the owner of their lot).
- 33.10 An owner or occupier of a lot must:
- (a) take all responsible steps not to lose Access Keys;
  - (b) return all Access Keys to the owners corporation if they are not needed, or if an occupier of a lot ceases to be an occupier;
  - (c) notify the owners corporation immediately if an Access Key is lost;
  - (d) not copy an Access Key, cause an Access Key to be copied, or grant any other person permission to copy an Access Key; and
  - (e) not give their Access Keys to any person without the express prior written consent of the owners corporation.
- 33.11 If the owners corporation is satisfied that an owner or occupier is in breach of this by-law or the following by-laws, the owners corporation may disable (or partially disable as it sees fit) or demand the return of Access Keys of the offending owner or occupier (and that owner or occupier must comply immediately with any such demand):
- (a) By-law 31.
  - (b) By-law 34; and
  - (c) By-law 35.
- 33.12 If an owner or occupier fails to comply with any other obligation under this by-law then the owners corporation may carry out that obligation and may recover the cost of carrying out that obligation from that owner or occupier or any person who, after the obligation is carried out, becomes the owner of their lot.
- 33.13 The costs incurred by the owners corporation in so carrying out any obligation of an owner or occupier may be recovered by the owners corporation as a debt.
- 33.14 The owners corporation must at all times comply with any obligations imposed on it by law from time to time in respect of the gathering of information under this by-law, including but not limited to law with respect to privacy.

## 34 Overcrowding

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- 34.1 In this by-law **Individual** does not include any individual below 16 years of age.
- 34.2 An owner or occupier of a residential lot must not permit more than a number of individuals determined in accordance with the following formula to lodge at, reside in or otherwise occupy their lot:

$$X = Y \times 2$$

Where:

**X** represents the number of individuals to be determined; and

**Y** represents the number of bedrooms in the lot (being bedrooms in existence in accordance with law).

## 35 Tenancy

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- 35.1 An occupier of a residential lot who is not an owner of that lot must be a party to a current lease under the *Residential Tenancies Act 2010* (NSW), or where there are two or more occupiers, at least one of those occupiers must be a party to such a lease.
- 35.2 An owner or occupier of a lot must provide the owners corporation, within 14 days after the commencement of a lease or a sub-lease, a notice with the following particulars:
- (a) The name of the lessee or sub-lessee and all other occupiers of the lot;
  - (b) The date of commencement of the lease or sub-lease; and
  - (c) The name and contact details of any agent acting for the owner in respect of the lease or sub-lease.

## 36 Visitors

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- 36.1 In this by-law **Visitor** means any person, invitee, guest, or lodger invited, allowed to or assisted to enter the strata scheme at any time by an owner, occupier of a residential lot or other Visitor to a residential lot.
- 36.2 An owner and occupier must ensure that all Visitors' names, time of entry and time of exit be recorded in a register provided by owners corporation for that purpose.
- 36.3 The owners corporation must at all times comply with any obligations imposed on it by law from time to time in respect of the gathering of information under this by-law.

## 37 Costs

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### 37.1 Right to recover costs

Subject to the provisions of this by-law 37 the owners corporation may recover as a debt its Enforcement Costs incurred in relation to a Successful Enforcement Action from the person against whom that Successful Enforcement Action was taken.

***Explanatory note:*** *This by-law 37 permits the owners corporation to recover costs, such as legal costs and managing agent's costs, incurred in taking certain successful action to enforce the by-laws of the strata scheme from the person against whom that action was taken.*

*Such enforcement action includes issuing notices to comply with the by-laws, seeking orders of a Strata Schemes Adjudicator, and certain proceedings in the NSW Civil and Administrative Tribunal or a court.*

*The measure of success of an action is like the measure which usually applies in determining whether a party to proceedings in a court would be entitled to its costs in those proceedings.*

*The right to recover costs is subject to certain exceptions largely to account for the operation of applicable law, and to provide for restitution of amounts recovered where the person from whom those amounts were recovered successfully appeals the enforcement action.*

### 37.2 What is a Successful Enforcement Action?

A **Successful Enforcement Action** is:

- (a) an action against a person who is required to comply with the by-laws of the strata scheme; and
- (b) where that person has failed to comply, continues to fail to comply or is anticipated to or threatens to fail to comply with a by-law of the strata scheme ("**failure to comply**"); and
- (c) where that action was a step, proceeding or action of any kind permitted at law in relation to that failure to comply including without limitation:
  - (i) the issuing of a notice to comply with the by-law to that person under

- section 45 of the Management Act;
- (ii) the seeking of orders of a Strata Schemes Adjudicator against that person in relation to that failure to comply under Chapter 5 of the Management Act, including without limitation:
  - (A) an order for that person to comply with the by-law under section 138 of the Management Act; or
  - (B) an order for the person to remove an animal under section 150(1) of the Management Act; and
- (iii) an action or proceeding in the NSW Civil and Administrative Tribunal against that person in relation to that failure to comply under Chapter 5 of the Management Act, including without limitation:
  - (A) an application referred to the NSW Civil and Administrative Tribunal in accordance with section 164 and 184 of the Management Act; or
  - (B) an appeal of an order of a Strata Schemes Adjudicator under Division 12 of Part 4 of Chapter 5 of the Management Act (whether brought by the owners corporation or that person); or
  - (C) an application for a civil penalty against that person under Part 6 of Chapter 5 of the Management Act; and
- (iv) an action or proceeding of any kind in any court of competent jurisdiction against that person in relation to that failure to comply; and
- (v) an application in any jurisdiction for an order or other relief ancillary to any of the matters in the preceding sub-paragraphs of this sub-clause (c) (whether brought by the owners corporation or that person); and
- (vi) an appeal or application for prerogative relief in any court of competent jurisdiction in relation to any of the matters in the preceding sub-paragraphs of this sub-clause (c) (whether brought by the owners corporation or that person); and
- (d) where the owners corporation would be entitled to an order for its costs in that action if the adjudicator, tribunal, court or other decision maker in that action was required to make an order that the costs follow the event (or, in relation to a notice to comply with the by-law, if the notice was properly issued in accordance with the Management Act).

### 37.3 What are Enforcement Costs?

**Enforcement Costs** are costs including without limitation legal professional fees (on a solicitor/client basis), expenses and disbursements, expert fees, witness expenses, costs of holding meetings, and managing agent's fees.

### 37.4 Exception

This by-law does not entitle the owners corporation to recover costs:

- (a) where by operation of law or the order of the decision maker in the relevant Successful Enforcement Action the owners corporation must bear its own costs; or
- (b) to the extent that the owners corporation is otherwise prohibited by law from recovering those costs; or
- (c) to recover the same costs more than once (whether under this by-law or otherwise); or
- (d) to the extent that to so recover those costs would be inconsistent with the

Management Act or any other Act or law.

### **37.5 Restitution where successful appeal**

(a) Where:

- (i) the owners corporation has recovered Enforcement Costs under this by-law from a person against whom a Successful Enforcement Action was taken; and
- (ii) the outcome of that Successful Enforcement Action is subsequently reversed, quashed, or otherwise invalidated or overturned by a subsequent action (such as an appeal or application for prerogative relief) ("**the Appeal**");

then unless a contrary order is made in the Appeal, owners corporation must repay the amount of those Enforcement Costs to that person.

- (b) Despite sub-clause 37.5(a), where the outcome of the Appeal is subsequently reversed, quashed, or otherwise invalidated or overturned by a subsequent action (such as an appeal or application for prerogative relief) the owners corporation will again be entitled to recover those Enforcement Costs from that person (or, if it had not yet repaid the amount of those Enforcement Costs to that person, may keep those Enforcement Costs).

### **37.6 Terms**

In this by-law 37, unless the contrary intention appears:

**Enforcement Costs** has the meaning given to it in clause 37.3; and

**Successful Enforcement Action** has the meaning given to it in clause 37.2.

## **38 The Recreational Facilities**

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### **38.1 Generally**

- (a) An owner or occupier must not allow the use of the Recreational Facilities by their invitees except when accompanied by that owner or occupier.
- (b) An owner or occupier must ensure that an adult exercising effective control accompanies any children or incapable persons using the Recreational Facilities.
- (c) The owners corporation may make rules, not inconsistent with these by-laws, regarding use of the Recreational Facilities.
- (d) An owner or occupier must not do any of the following, nor allow any of the following to be done in the Recreational Facilities:
  - (i) Smoking;
  - (ii) Consuming alcohol or using any other substance that limits or impedes mental or physical function;
  - (iii) Running or jumping;
  - (iv) Being inadequately clothed;
  - (v) Conducting any business (whether for reward or not) except with the express prior written consent of the owners corporation; or
  - (vi) Holding any function or party except with the express prior written consent of the owners corporation.
- (e) In addition to its other functions, the owners corporation may in its discretion close off and refuse access to the Recreational Facilities for any reasonable purpose, including for maintenance, repair, improvement (including for the installation and maintenance of security systems).

- (f) In addition to its other functions, the owners corporation may restrict access to the Recreational Facilities by way of the installation of locks, alarms, communication systems and other security devices (and the keys or security passes or cards required to operate those locks, alarms, communication systems and other security devices will be "Access Keys" within the meaning of by-law 33).

- (g) This by-law 38 is subject to by-law 44.

**Note.** *By-law 44 of the strata scheme remains in force and provides that an owner of a lot who is not an occupier of a lot shall not be entitled to use any of the facilities of the owners corporation.*

### **38.2 Hours**

An owner or occupier must not use nor permit the use of the Recreational Facilities between the hours of 10:00pm on any day and 6:00am on the following day.

### **38.3 The Pool**

- (a) In addition to clause 38.1(d) of this by-law, an owner or occupier must not do any of the following, nor allow any of the following to be done in the Pool or its surrounds:
  - (i) Eating or drinking.
  - (ii) Bringing or using glass of any kind.
  - (iii) Bringing or using balls, boogie boards or large inflatable pool toys (for clarity except any device used to assist children or incapable persons).
  - (iv) Diving.
  - (v) Using soap, bubble bath, shampoo or the like.
  - (vi) Nude bathing.
  - (vii) Permit more than 4 guests per lot per day to use the pool without prior written approval of the owners corporation or its building manager or caretaker.
- (b) An owner or occupier must not enter or pass through the Property from the Pool while wet, nor allow their invitees to do so.

### **38.4 Functions**

- (a) The Recreational Facilities must not be used for functions unless booked by an owner or occupier (subject to availability) with the building manager or caretaker (or if there is no such person the owners corporation) at least fourteen days in advance of the function.
- (b) There is no obligation to accept such a booking and the owners corporation, the building manager or caretaker may refuse a booking in their absolute discretion.
- (c) A bond of \$1,000 must be paid at the time of booking by the owner or occupier. If no bond is provided the booking is ineffective for the purposes of this by-law. The deposit is to be dealt with by the owners corporation as set out in this by-law.
- (d) The maximum number of persons permitted to attend a function is 50 (as to the community hall) or in all cases such lower number as required by any applicable law or as may be directed by the building manager, caretaker or owners corporation.
- (e) Music and noise are to comply with the by-laws of the strata scheme and any applicable law.
- (f) Any function must conclude prior to 10pm Sunday through to Friday inclusive

or 11pm on a Saturday.

### **38.5 Risk**

- (a) To the maximum extent permitted by law, owners, occupiers and any other persons who engage in any recreational activity at the strata scheme do so at their own risk.
- (b) To the extent that owners or occupiers are supplied recreational services under these by-laws having effect as a contract, an owner or occupier to whom such recreational services are supplied under such a contract engages in any recreational activity concerned at their own risk.
- (c) The owners corporation may cause signs to be displayed in prominent locations near the recreational facilities which may include the provisions of this by-law, as well as words to the effect of those set out in Schedule 3:
- (d) The owners corporation may exclude any person from the use of the Recreational Facilities unless that person has read and signed an acknowledgement that they have read and understood the provisions of this by-law, or if they are an incapable person, that:
  - (i) The incapable person is under the control of, or accompanied by, another person and that other person has read and signed an acknowledgement that they have read and understood the provisions of this by-law; or
  - (ii) A parent of the incapable person (whether or not the incapable person was under the control of or accompanied by the parent) has read and signed an acknowledgement that they have read and understood the provisions of this by-law.

### **38.6 Repair and use**

An owner or occupier of a lot must:

- (a) Ensure that the Recreational Facilities are used in accordance with any applicable law.
- (b) Ensure that the Recreational Facilities are used in a proper manner and exercising reasonable care.
- (c) Ensure that the Recreational Facilities are left clean and tidy after use.
- (d) Ensure that any damage to the common property caused by their use of the Recreational Facilities:
  - (i) is repaired within 1 week from its occurrence; and
  - (ii) is repaired:
    - (A) in accordance with any applicable law; and
    - (B) in a proper and workmanlike manner and exercising due care and skill.

### **38.7 Default**

- (a) Within the meaning of section 63 of the Management Act, if:
  - (i) work is required to be carried out by an owner or occupier under a term or condition of this by-law; and
  - (ii) that owner or occupier fails to carry out that work;then the owners corporation may carry out that work and may recover the cost of carrying out that work from that owner or occupier or any person who, after the work is carried out, becomes the owner of their Lot.
- (b) If an owner or occupier fails to comply with any other obligation under this by-law then the owners corporation may carry out that obligation and:



- (i) if there is a Bond, may pay the cost of doing so from the Bond in part or in full; and
  - (ii) if there is no Bond, or to the extent that the owners corporation does not or cannot pay the cost of doing so from the Bond, may recover the cost (or the remaining cost after a payment from the Bond) of carrying out that obligation from that owner or occupier or any person who, after the obligation is carried out, becomes the owner of the subject lot.
- (c) Except to the extent that any such amount is paid out of the Bond in accordance with clause 38.7(b)(i) of this by-law, the costs incurred by the owners corporation in carrying out any work or obligation referred to in clause 38.7(a) or clause (b) of this by-law may be recovered by the owners corporation as a debt.

### 38.8 Bond

Any Bond payable under this by-law:

- (a) Must be paid in any manner reasonable directed by the owners corporation from time to time.
- (b) May be applied by the owners corporation against any debt or indemnity owed by the subject owner or occupier arising under section 63 of the Management Act, this by-law or otherwise at law in connection with the Recreational Facilities.
- (c) Must be returned to the owner or occupier after the expiry of 1 month following the completion of the function to which it relates, less any amount deducted (or that may be deducted) by the owners corporation in accordance with this by-law.

### 38.9 Liability for others

Owners and occupiers are liable under this by-law for the acts or omissions of their invitees, agents, contractors or employees as fully as if those persons were that owner or occupier and those acts or omissions were the acts or omissions of that owner or occupier.

### 38.10 Definitions

In this by-law, unless the context otherwise requires:

**children** means people under the age of 18;

**incapable person** has the meaning provided in sub-section 5M(12) of the Civil Liability Act 2002 (NSW);

**parent** of an incapable person has the meaning provided in sub-section 5M(12) of the Civil Liability Act 2002 (NSW);

**Pool** means any pool, spa, sauna or steam room at the Property including all their surrounds (including any showering or bathing facilities) and equipment and everything provided for or use in conjunction with the Pool;

**recreational activity** has the meaning provided in section 5K of the Civil Liability Act 2002 (NSW);

**Recreational Facilities** means all the recreational facilities at the strata scheme and the Property, including the Pool, leisure centres, gyms, squash or tennis courts, barbecue areas, seating areas, the community hall and everything in those areas; and

**recreational services** has the meaning provided in sub-section 5N(4) of the Civil Liability Act 2002 (NSW).

## 39 Indemnity

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- 39.1** To the extent permitted by law, the owner of a lot must indemnify the owners corporation, another owner of a lot or an occupier of a lot immediately on demand for any damage, cost, loss, claim, demand, suit or liability howsoever incurred by or brought against the owners corporation (or that owner or occupier) in connection with:
- (a) the maintenance, repair, renewal or replacement of additions to or alterations of the common property (whether or not becoming part of the common property at law) which have been made without the requisite authority of the owners corporation (whether before or after the making of this by-law) and which serve the owner's lot;
  - (b) the repair, replacement, or renewal any common property or personal property vested in the owners corporation (or the property of another owner of a lot or an occupier of a lot) damaged by:
    - (i) the wilful or careless act or omission of the owner; or
    - (ii) the wilful or careless act or omission of any of the owner's lessees, licensees, invitees, agents, contractors, occupiers of the owner's lot, or the invitee of any such person (to the extent that such a person or their invitee (as the case may be) has failed to so indemnify the owners corporation within 14 days of a written demand by the owners corporation to do so, or where such person cannot after reasonable endeavours be identified or served with such a demand).
- 39.2** The owner must pay an amount indemnified under clause 39.1 without counter-claim or set-off of any kind.
- 39.3** This by-law does not require a person to indemnify themselves.
- 39.4** Where an owner must indemnify more than one person under clause 39.1 in respect of the same amount, that indemnity is owed severally to each such other person.
- 39.5** A person indemnified under this by-law may recover an amount indemnified under clause 39.1 as liquidated damages in the amount set out in a demand given under clause .39.1.

## 40 Commercial activity on common property

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Owners and occupiers of residential lots must not conduct any business or commercial activities on common property or use the common property for any business or commercial purpose without the express prior written consent of the owners corporation.

## 41 Telecommunications by-law

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### 41.1 Definitions

In this by-law:

**Telecommunications Equipment** means all equipment (including cabling) necessary to facilitate the reception, modulation and transmission of electronic signals; and

**Telecommunications Licences** means a licence over part or parts of the common property for the installation and operation of Telecommunications Equipment.

- 41.1** The owners corporation has the following additional functions:
- (a) The power to grant Telecommunications Licences on terms and conditions approved by the owners corporation from time to time.
  - (b) The power to install, maintain and/or permit the installation or maintenance of Telecommunications Equipment and enter parts of the property to do so as if

such installation and maintenance were a kind of work listed in sub-section 65 (1) of the Management Act.

*By-law 44 of the strata scheme in registered dealing 7585308B continues to have its full force and effect. It provides:*

## **42 Restriction on use of facilities**

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- 42.1 Any owner of a lot who is not an occupier of a lot shall not be entitled to use any of the facilities of the owners corporation.

## **Part 2 Exclusive use and special privilege by-laws**

*Special by-law 2 of the strata scheme in registered dealing AH147948 continues to have its full force and effect. It provides as follows:*

### **Special By-Law 2**

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On the conditions set out in this by-law, the owner for the time being of each lot ("the owner") shall have a special privilege in respect of the common property to:

- (a) install an air-conditioning unit ("unit") or air-conditioning units ("units") to serve his lot; or
- (b) if a unit was, or units were, installed to serve his lot prior to the making of this by-law, to keep the unit or units.

In this by-law, "unit" or "units" include all ancillary wiring, ducting, piping, controls and any other ancillary fixtures and fittings.

#### **Conditions**

- 1. (i) Before starting the installation of the unit or units, the owner must:
  - (a) obtain the written approval of the Owners Corporation (which approval may not be unreasonably withheld and which may be conditional) of the specifications, position and method of installation of the unit or units; and
- 2. The owner must:-
  - (i) ensure that the unit or units are, or were, installed in a proper and skilful manner, and in compliance with all conditions and requirements of the local Council, the Building Code of Australia, any relevant Australian Standards, the manufacturer's specifications and the terms of any approval given by the Owners Corporation under this by-law, by a duly licensed contractor.
  - (ii) complete the installation of the unit or units so as not to permit the ingress of water into the building; and

- (iii) not obstruct nor allow the obstruction, for example by building materials, debris, tools, machines or motor vehicles, of reasonable use of the common property or any other lot due to installation of the unit or units.
- 3. If the installation of a unit constitutes exempt development when certain conditions are fulfilled, to which consent of the local Council is not required, then the owner must give the Owners Corporation evidence of compliance with those conditions within 30 days of:
  - (i) the installation of the unit; or
  - (ii) the making of this by-law,
 whichever is the later.
- 4. The owner must dispose of run-off from the unit or units in compliance with any requirements of the local Council, and so as not to cause nuisance to the owner or occupier of another lot, or the Owners Corporation.
- 5. The owner at his own expense must do whatever is necessary to remedy disturbance caused by the operation of the unit or units, by noise or vibration, of the owner or occupier of another lot in his peaceful enjoyment of his lot.
- 6. Subject to this by-law, any amendment of the by-laws from time to time and any resolution of the Owners Corporation under section 62(3) of the Strata Schemes Management Act 1996, the Owners Corporation shall continue to be responsible for the proper maintenance and keeping in a state of good and serviceable repair of the common property.
- 7. The owner must maintain the unit or units in a state of good and serviceable repair and appearance and must remove a unit if it can no longer be so maintained.
- 8. The owner may remove the unit or units.
- 9. After removing the unit or units in accordance with condition 7 or 8, the owner must restore the common property to its original condition and/or install another unit or units in accordance with the conditions of this by-law.
- 10. The owner must make good any disrepair of the common property or any other lot occurring as a result of the installation, use, maintenance, repair or removal of the unit or units.
- 11. The owner must indemnify the Owners Corporation against any liability that it would not have incurred but for the installation, use, maintenance, repair or removal of the unit or units, including any liability under section 65(6) of the Strata Schemes Management Act 1996.
- 12. The owner must, at his own expense, comply with any requirement or order of the local Council or other statutory authority, Tribunal or Court concerning the unit or units.
- 13. The owner must meet all reasonable expenses of the Owners Corporation incurred in the implementation and enforcement of this by-law with respect to the unit or units installed, or proposed to be installed, to serve his lot.

## **43                      Smoking, alcohol and drugs**

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- 43.1**                      An owner, occupier or authorized user must not:
- (a) Smoke any cigarette, cigar or other product on Common Property, or allow smoke to enter Common Property or another Lot; and
  - (b) Consume alcohol or muse any illegal substance on Common Property.

## Part 3 Definitions and interpretation

### 44 Definitions and Interpretation

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#### 44.1 Interpretation

In these by-laws, unless the context otherwise requires:

- (a) the singular includes the plural and vice versa;
- (b) a reference to a document, includes any amendment, replacement or novation of it;
- (c) where any word or phrase is given a definite meaning, any part of speech or other grammatical form of the word or phrase has a corresponding meaning;
- (d) any reference to legislation includes any amending or replacing legislation;
- (e) where words “includes”, “including”, “such as”, “like”, “for example” or similar are used, they are to be read as if immediately followed by the words “without limitation”;
- (f) where no time is specified for compliance with an obligation, that obligation must be complied with within a reasonable time;
- (g) any reference to legislation includes any subordinate legislation or other instrument created thereunder; and
- (h) a term defined in the Management Act or strata schemes (Freehold Development) Act 1973 will have the same meaning.

#### 44.2 Liability for occupiers and invitees

Except as otherwise provided in these by-laws:

- (a) The owner of a lot is liable for the acts and omissions of the occupier of their lot as fully as if that occupier was that owner and that act or omission was the act or omission of that owner.
- (b) Where an occupier of a lot has an obligation under these by-laws, the owner of that lot must ensure compliance by that occupier with that obligation and additionally (as a separate obligation) must use their best endeavours to ensure such compliance.
- (c) Where an occupier of a lot has failed to comply with an obligation under these by-laws then the owner of that lot must carry out that obligation.
- (d) The owner and occupier of a lot must ensure that their invitees comply with the obligations of owners or occupiers of lots under these by-laws (so far as those obligations are capable of such application) as if those invitees were owners and occupiers of lots and additionally (as a separate obligation) must use their best endeavours to ensure such compliance.
- (e) Where an invitee has failed to comply with an obligation in accordance with the preceding sub-paragraph, the owner and occupier of that lot must (jointly and severally) carry out that obligation.

#### 44.3 Severability

To the extent that any term of these by-laws is inconsistent with the Management Act or any other Act or law it is to be severed and these by-laws will be read and be enforceable as if so consistent.

#### 44.4 Original by-laws

To the extent that any provision in these by-laws ("**New by-law**") substantially replaces or replicates a provision that was a by-law of the strata scheme upon registration of the strata plan or immediately prior to the making of the New by-law ("**Original by-law**") the dealing which created the New by-law does not (despite anything in that dealing) effect the repeal or replacement of the Original by-law but instead amounts to a mere amendment of the Original by-law (to the extent it differs from the New by-law) or its mere consolidation and adoption into these by-laws (to the extent that there is no such amendment).

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

(a) owners and occupiers acknowledge and agree that:

- (i) these by-laws make express provision for their rights, obligations and liabilities under these by-laws with respect to all matters to which the Civil Liability Act 2002 applies as contemplated by section 3A(2) of that act; and
- (ii) to the extent permitted by law, that act does not apply in connection with those rights, obligations and liabilities.

(b) Any provision of these by-laws that is prevented by Part 2 of the Civil Liability Act 2002 is severed to the extent so prevented.

#### 44.6 Definitions

In these by-laws, unless the context otherwise requires:

**building** means all buildings in the strata scheme;

**common property** means the common property in the strata scheme;

**lot** means a lot in the strata scheme;

**Management Act** means the strata schemes Management Act 1996;

**occupier** means:

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

**owner** means:

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

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

**property** means the land and buildings the subject of the strata plan;

**strata scheme** means the strata scheme relating to the strata plan; and

**strata plan** means strata plan number 53194.



**A. Introduction**

- (a) This is a special By-law made under the provisions of Division 2 of Part 7 of the *Strata Schemes Management Act 2015 (NSW)*. The effect of this By-law is to regulate the way applications for Works are made and the process to be followed in the determination of those applications in respect of Works, subject to the conditions specified in this By-law.
- (b) Other than where expressly stated, this special By-law is not intended to modify or affect the operation of any of the By-laws registered before the date on which this special By-law is registered. Those other By-laws should be read and construed accordingly and given their full application and effect.

**B. Definitions and Interpretation:**

**Approved Flooring** means floating flooring or other flooring surfaces that satisfies the Conditions listed under By-law 14 – Floor Coverings.

**Authority** means any governmental department or body, commission, court, tribunal, agency or entity or any statutory, public or other authority having jurisdiction over the Building.

**Building** means the building or buildings constructed within the Strata Parcel.

**By-laws** means the By-laws in place from time to time for the Strata Scheme.

**Common Property** means so much of the Strata Parcel as from time to time is not comprised in any Lot in Strata Plan No. 53194.

**Development Act** means the *Strata Schemes Development Act 2015*.

**Development Application** means an application for a development consent made under the EPA Act.

**Development Consent** means a consent to a Development Application issued under the EPA Act and includes all amendments, modifications and variations to that consent.

**EPA Act** means the *Environmental Planning and Assessment Act 1979 (NSW)*.

**Law** includes any requirement of any statute, rule, regulation, proclamation, ordinance or by-law, present or future, and whether state, federal or otherwise.

**Lot** means a lot in the Strata Plan and otherwise has the meaning given to it by the Development Act.

**Major Works** means any works that are not Minor Renovations or Cosmetic Works or otherwise regulated by another By-Law and which includes but is not limited to works which:

- (i) require a by-law under Section 142 of the Act or a special resolution under Section 108 of the Act;
- (ii) interfere with the support or shelter provided by a Lot, for another Lot, or for the Common Property;
- (iii) alter any electrical, plumbing, drainage, gas or other service in or to a Lot;
- (iv) affect the Common Property by attaching or affixing something to it, adding to it, removing

part of it or altering it;

(v) affect the structure of a Lot, including but not limited to the removal of or installation of any walls (whether wholly internal or not), windows, external doors or columns within a Lot; and/or

(vi) involve waterproofing.

(vii) alter the balcony forming part of a Lot, including railings, balustrades and tiles;

(viii) involve the installation of blinds or shades to the balcony of any Lot;

(ix) involve the installation of any permanent bars, screens, grilles or other safety devices to the exterior of any window or door to a Lot. To the extent of any inconsistency with by-law 5, this by-law shall prevail.

**Minor Renovations** has the meaning given to that term in Section 110 of the Act;

**Owner** means the registered proprietor, or mortgagee in possession, for the time being of a Lot. Where there is more than one owner of the Lot, the expression includes each of those owners jointly and severally.

**Owners Corporation** means the owners corporation constituted on registration of the Strata Plan.

**Secretary** means the appointed secretary for the Owners Corporation from time to time.

**Strata Committee** means the Strata Committee of the Owners Corporation as constituted from time to time.

**Strata Managing Agent** means the strata managing agent appointed by the Owners Corporation.

**Strata Parcel** means the land comprising the Lots and Common Property the subject of the Strata Scheme.

**Strata Plan** means Strata Plan No. 53194.

**Strata Scheme** means the strata scheme constituted on registration of the Strata Plan.

**Works** means Minor Renovations and Major Works collectively.

## C. CONDITIONS

### Approval to carry out works

1. An Owner shall not carry out any Minor Renovations until:

- (a) the Owners Corporation has approved the Minor Renovations by ordinary resolution at a duly convened general meeting; or
- (b) the Strata Committee has approved the Minor Renovations at a Strata Committee meeting (if such authority has been delegated pursuant to Section 110(6) of the Act);

in accordance with the requirements of Section 110 of the Act.

2. An Owner shall not carry out any Major Works until the Owners Corporation has approved by special resolution a common property rights by-law to permit and regulate the proposed Major Works at a general meeting, in accordance with the requirements of Section 142 of the Act. Any costs associated with the preparation, making, and

registration of such a common property rights by-law are to be borne by the Owner benefited by the by-law, including the costs of convening the meeting at which the by-law is considered.

3. Any application to the Owners Corporation by an Owner of a Lot for approval to carry out Works must:
  - (a) be in writing;
  - (b) include a definition of "Owner", stating words to the effect "*Owner means the owner or owners from time to time of Lot \_\_\_\_\_ in Strata Plan No 53194*";
  - (c) include a detailed schedule of the Works including plans, drawings and specifications of the Works;
  - (d) include details of the proposed duration of the Works, including details of the dates and times during which the Works are to be carried out,
  - (e) include details about how it is proposed that the Common Property will be protected while the Works are being carried out, including a proposal for the cleaning of the Lots and Common Property affected by any aspect of the Works;
  - (f) include a written undertaking that the Owner must repair promptly any damage caused or contributed to by the Works, including damage to the property of the Owners Corporation and the property of the Owner or occupier of another Lot in the strata scheme;
  - (g) include a written undertaking that the Owner must indemnify the Owners Corporation against any loss or damage the Owners Corporation suffers as a result of the performance, repair, maintenance, renewal or replacement of the Works;
  - (h) include details of the means and times of access for delivery and removal of materials, tools and debris, and proposed arrangements for maintaining the security of the building while the Works are carried out; and
  - (i) include details about where any proposed skip bins are to be located.
4. If the proposed Works involve the removal or alteration of any structural element within the building, such as the removal of a wall, (whether load-bearing or not), the Owner shall provide to the Owners Corporation, drawings and certification from a practising structural engineer in favour of the Owners Corporation that the proposed Works will not detrimentally affect the structural integrity of the building or any part of it, and that the existing floors, walls, ceilings and roof are structurally adequate for the purposes of the proposed Works.
5. The Owners Corporation shall be entitled to engage an independent engineer to review the engineering documents provided by the Owner pursuant to clause 4 of this by-law and to inspect the Works. The Owner shall pay that independent engineer's fees on demand and shall comply with the requirements of that engineer in relation to the performance of the Works.
6. If the proposed Works involve the installation or replacement of a waterproofing membrane or flashing, the Owner must provide the Owners Corporation with written details of the membrane or flashing to be installed, a warranty provided by the manufacturer and installer, and certification that the waterproofing membrane or flashing complies with the Building Code of Australia requirements.
7. If the proposed Works involve installation or replacement of an air-conditioning unit for a Lot, the Owner must provide the Owners Corporation with:
  - (a) details of the style, make, model, and specifications of the air-conditioning unit and any condenser or extractor to be installed as part of the air-conditioning unit;

- (b) certification that the air-conditioning unit does not exceed 50 dB(a) when operating;
  - (c) details of how and where any pipes are to penetrate common property walls, floors, or roofs;
  - (d) a sketch of where the internal and external units are to be located;
  - (e) details as to where the condensation run-off will drain to;
  - (f) details as to where any pipes, wires, or conduits are to be located and how they will be enclosed;
  - (g) evidence that the installation complies with any requirements of local Council; and
  - (h) if it is proposed to place the condenser unit or fan coil unit on common property, the Works shall not be commenced until the Owner has obtained approval of a common property rights by-law in accordance with Section 142 of the Act.
8. If the proposed Works involve the installation or alteration of floor coverings or flooring other than carpet ("hard flooring"), the Owner must:
- (a) provide the Owners Corporation with a floor plan outlining the proposed location of the hard flooring, identifying where hard flooring is to be installed;
  - (b) provide the Owners Corporation with details of the proposed acoustic underlay to be installed, including evidence that the flooring and underlay have been tested to provide a weighted impact sound level acoustic rating that is better than or equal to an Association of Australian Acoustical Consultants 5 Star rating;
  - (c) ensure that the finished floor (after installation) has a weighted impact sound level acoustic rating that is better than or equal to an Association of Australian Acoustical Consultants 5 Star rating; and
  - (d) if requested to by the Strata Committee, at the Owner's cost, provide to the Owners Corporation certification from a qualified acoustic engineer that the flooring as installed, has a weighted impact sound level acoustic rating that is better than or equal to an Association of Australian Acoustical Consultants 5 Star rating. If such certification is not provided within 28 days of such a request, the Owner must, at his or her own expense, remove the new floor coverings or surfaces, install carpet in their place, and notify the Strata Committee once that has been done.
9. Prior to carrying out any Major Works, or any Works that involve wall reconfiguration and/or the use of jackhammers or percussion instrument tools, the Owner shall provide the Owners Corporation with a dilapidation report as to the condition of the Common Property and each Lot that is immediately adjacent to (above, below or beside) the Owner's Lot, at his or her own cost, at least 7 days prior to the commencement of the Works, if requested to do so by the Owners Corporation.
10. An Owner shall take all reasonable steps during the course of carrying out the Works to cover Common Property floors, carpets, walls and doors so as to protect them from damage, dust and soiling.
11. An Owner shall not be permitted to alter the existing layout of a Lot so as to install or construct a kitchen, bathroom, or laundry above any part of a bedroom, living room or lounge room of a Lot below.

#### **Before the Works**

12. Before starting the Works, the Owner must provide the Owners Corporation with:
- (a) a copy of any requisite approval of the local Council, including all drawings,

specifications, conditions and notes;

- (b) a copy of any requisite construction certificate for the Works under the *Environmental Planning and Assessment Act 1979*;
- (c) a copy of any requisite certificate of insurance relating to the performance of the Works under Section 92(2) of the *Home Building Act 1989*, if the value of the Works exceeds \$20,000;
- (d) evidence of currency for the duration of the Works of Contractors' All Risks insurance cover to a minimum of \$20,000,000 per event, with an insurance office of repute (incorporating cover against public risk in respect of claims for death, injury, accident and damage occurring in the course of or by reason of the Works); and
- (e) at least 7 days written notice before the commencement of Works, with such notice to be placed on the front door of the building and to include the Owner's contact details and those of persons carrying out the Works;
- (f) details of the proposed duration and times of the Works;
- (g) details of the persons carrying out the Works, including qualifications to carry out the Works, trading name, and address;
- (h) details of where any skip bins are to be located (subject to the written consent of the Strata Committee);
- (i) details of arrangements to manage any resulting rubbish or debris, means of access of persons carrying out the Works, delivery of materials and tools to the site, means of maintaining building security, details of amenities for persons carrying out the Works;
- (j) a copy of any requisite dilapidation report pursuant to clause 9 above; and
- (k) a copy of any requisite report from an acoustic engineer/consultant pursuant to clause 8(b) above.

### **Performance of the Works**

13. In undertaking the Works, the Owner by himself or herself, his or her agents, servants and contractors must:
- (a) use best-quality and appropriate materials and a licensed contractor to carry out the Works in a proper and skilful manner;
  - (b) comply with all conditions and requirements of the local Council;
  - (c) comply with the Building Code of Australia and all pertinent Australian Standards and any manufacturer's specifications;
  - (d) comply with all directions and requirements of any independent engineer engaged by the Owners Corporation pursuant to clause 5 of this by-law;
  - (e) permit the Owners Corporation's independent engineer access to the Lot during the course of the Works for the purposes described in clause 5 of this by-law;
  - (f) comply with any plans and specifications submitted to the Owners Corporation;
  - (g) not allow obstruction of the Common Property by building materials, tools, machines, motor vehicles, or debris;

- (h) only carry out the Works between the hours of 7:30am and 4:00pm from Monday to Friday, and between 8:00 am and 1:00 pm on Saturdays (excluding public holidays and Sundays or such other times as may be precluded by any conditions imposed by the Council or any other competent authority);
- (i) only carry out the Works involving noisy activities (including but not limited to any concrete cutting, drilling, or constant hammering) between the hours of 8:00am and 3:00pm from Monday to Friday (excluding public holidays and Sundays or such other times as may be precluded by any conditions imposed by the Council or any other competent authority);(j) comply with the terms of any approval given by the Owners Corporation under this by-law, any relevant by-law under section 142 of the Act, or a special resolution under Section 108 of the Act;
- (k) ensure that all areas of Common Property are protected (in particular the foyer, stairwell, and landings) and that protection is maintained in good and safe condition to ensure the amenity and safety of other owners and occupiers;
- (l) ensure that any dust sheets are laid smooth and fixed securely;
- (m) transport all building materials, equipment, debris and other material in the manner reasonably directed by the Owners Corporation;
- (n) remove all tools, building materials and debris from the Common Property at the end of each day during the course of the Works;
- (o) clean all dirt, dust and debris from Common Property at the end of each day during the course of the Works, and at the conclusion of the Works, to the reasonable satisfaction of the Owners Corporation;
- (p) not deposit any debris or building materials generated by the Works in the Owners Corporation's rubbish bins;
- (q) prevent debris from blowing onto common property;
- (r) ensure that any skip bins, when full, are removed as soon as possible, and are well contained during transportation from the building;
- (s) cause as little inconvenience as reasonably possible to other Owners and occupiers;
- (t) allow the Owners Corporation's nominated representative/s with access to the Lot to inspect the Works, upon being given not less than 48 hours written notice (except in the case of an emergency); and
- (u) ensure that any air-conditioning unit is installed in a manner so that it does not create nuisance to other owners or occupiers within the building, or damage to the Common Property, from vibration, noise, or condensation run-off.

#### **After the Works**

14. After completion of the Works, the Owner must provide the Owners Corporation with:

- (a) notice that the Works have been completed;
- (b) access to the Lot for the Owners Corporation nominated representative/s to ensure that the Works have been completed in accordance with the approval given by the Owners Corporation;
- (c) notice of any damage caused by the Works to any other Lot or Common Property;
- (d) a copy of any requisite compliance certificate for the Works under the *Environmental Planning & Assessment Act 1979*;



- (e) plans identifying the location of plumbing, gas and electrical services altered during the course of the Works;
- (f) copies of all membrane and flashing guarantees and warranties; and
- (g) if requested by the Strata Committee, certification from a qualified acoustic engineer pursuant to clause 8(d) above.

#### **Maintenance**

- 15. The Owner must maintain the additions installed in the course of the Works (including any membranes and flashings) in a state of good and serviceable repair, and must renew or replace them when necessary.
- 16. The Owner must exercise any guarantees or warranties provided to him or her in respect of the supply or installation of waterproofing membranes and flashings if called upon to do so by the Owners Corporation.

#### **Damage**

- 17. The Owner must repair promptly any damage caused or contributed to by the Works, including damage to the property of the Owners Corporation and the property of the Owner or occupier of another Lot in the strata scheme.

#### **Indemnity**

- 18. The Owner must indemnify the Owners Corporation against any loss or damage the Owners Corporation suffers as a result of the performance, repair, maintenance, renewal or replacement of the Works.

#### **Insurance**

- 19. The Owner must apply the proceeds of a claim in respect of insurance referred to in clause 12(c) of this by-law to the repair or completion of the Works, or to reimbursement for their prior repair or completion.
- 20. The Owners Corporation at its option may make and conduct any claim against an insurer in respect of insurance referred to in clause 12(c) or 12(d) of this by-law.

#### **Costs of by-law**

- 21. The Owners Corporation shall pay all expenses incurred in the preparation, making and registration of this by-law.

#### **Complying with the law**

- 22. The Owner must comply with all statutes, by-laws, regulations, rules and other laws for the time being in force and which are applicable to the renovations and the requirements of the local council concerning the renovations (for example, the conditions of the local council's approval of the major renovations, a notice or order issued by the local council or fire safety laws).

**A. Introduction**

Section 110 of the Act permits certain work (minor renovations) to be done with the permission of the owners corporation given by ordinary resolution at a general meeting. The purpose of this by-law is to deem additional work to be a minor renovation and give the strata committee the power to determine applications.

**B. Definitions**

In this by-law, the following terms and definitions shall apply:

- (a) Words defined in the *Strata Schemes Management Act 2015* (NSW) have the meaning given to them in that Act;
- (b) "The Act" means the *Strata Schemes Management Act 2015* (NSW) as amended from time to time; and
- (c) "The Regulation" means the *Strata Schemes Management Regulation 2016* (NSW) as amended from time to time.

**C. Approval by Strata Committee**

1. In accordance with Section 110(6)(b) of the Act, the Owners Corporation shall delegate its functions under Section 110 of the Act to the Strata Committee.

**D. Conditions**

2. In accordance with Section 110(6)(a) of the Act and Regulation 28 of the Regulation, "minor renovations" for the purposes of Section 110 of the Act shall include:
  - (a) renovating a kitchen;
  - (b) changing recessed light fittings;
  - (c) installing or replacing wood or other hard floors;
  - (d) installing or replacing wiring or cabling or power or access points;
  - (e) work involving reconfiguring non-structural or non load-bearing walls;
  - (f) removing carpet or other soft floor coverings to expose underlying wooden or other hard floors;
  - (g) installing a rainwater tank;
  - (h) installing a clothesline;
  - (i) installing a reverse cycle split system air conditioner;
  - (j) installing double or triple glazed windows;
  - (k) installing a heat pump; and
  - (l) installing ceiling insulation.
3. An application from an Owner for approval to undertake Minor Renovations shall be in writing and shall specify the following information:
  - (a) include a definition of "Owner", stating words to the effect Owner means the owner or owners from time to time of Lot \_\_\_\_ in Strata Plan No 53194";

- (b) include a detailed schedule of the Works including plans, drawings and specifications of the Works;
  - (c) include details of the proposed duration of the Works, including details of the dates and times during which the Works are to be carried out;
  - (d) include details about how it is proposed that the Common Property will be protected while the Works are being carried out, including a proposal for the cleaning of the Lots and Common Property affected by any aspect of the Works;
  - (e) include a written undertaking that the Owner must repair promptly any damage caused or contributed to by the Works, including damage to the property of the Owners Corporation and the property of the Owner or occupier of another Lot in the strata scheme;
  - (f) include a written undertaking that the Owner must indemnify the Owners Corporation against any loss or damage the Owners Corporation suffers as a result of the performance, repair, maintenance, renewal or replacement of the Works;
  - (g) include details of the means and times of access for delivery and removal of materials, tools and debris, and proposed arrangements for maintaining the security of the building while the Works are carried out;
  - (h) include details about where any proposed skip bins are to be located;
  - (i) include a copy of a certificate of currency for Contractors' All Risks insurance cover in an insurance office of repute (incorporating cover against public risk in respect of claims for death, injury, accident and damage occurring in the course of or by reason of the Works to a minimum of \$20,000,000);
  - (j) details of the proposed duration and times of the Works;
  - (k) details of the persons carrying out the Works, including qualifications to carry out the Works; and
  - (l) arrangements to manage any resulting rubbish or debris.
4. 'By-law [TBC] – Works and Approval for Works' shall apply to any minor renovations approved by the Strata Committee.
5. Notwithstanding clause 1 above:
- (a) the Strata Committee may resolve that an application by an Owner for approval to undertake minor renovations shall be determined by the Owners Corporation at the next general meeting; and
  - (b) the Owners Corporation shall determine an Owner's application to undertake Minor Renovations at the next general meeting of the Owners Corporation if that Owner includes a written request to that effect in his or her application to undertake Minor Renovations.
6. If an Owner requests that his or her application to undertake Minor Renovations be determined by the Owners Corporation, the Strata Committee shall not determine the application and will refer it to the next general meeting of the Owners Corporation.

## 47 Notice Board

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

## **Schedule 1 Strike Notice**

### **STRIKE NOTICE**

The owners corporation has formed the view that you parked a vehicle in contravention of the Parking Restrictions and/or in breach of the by-law of the strata scheme which regulates parking. This notice is a "Strike Notice" within the meaning of that by-law and those Parking Restrictions.

If a vehicle remains parked in contravention of that by-law and/or those Parking Restrictions for 24 hours or more following the giving of this Strike Notice, the owners corporation may in its absolute sole discretion do any or all of the following:

- (a) erect a temporary barricade or install a temporary immobilisation device (including a frame padlocked to the front towing eye of the vehicle, but excluding a wheel clamp) to prevent or hinder the vehicle from leaving the place where it is parked ("Block In") or
- (b) arrange for the vehicle to be towed off the Property and onto a public street ("Tow Away").

## **Schedule 2 Parking restrictions signage**

### **PARKING RESTRICTIONS**

IN CONSIDERATION OF THE OWNERS CORPORATION OF THIS PROPERTY ALLOWING YOU TO ENTER ITS LAND YOU AGREE TO THE FOLLOWING TERMS.

IF YOU ACCEPT THIS OFFER TO ENTER THE OWNERS CORPORATION'S LAND THESE TERMS FORM A CONTRACT BETWEEN YOU AND THE OWNERS CORPORATION OF THIS PROPERTY.

BY ENTERING THE OWNERS CORPORATION'S LAND YOU ACCEPT THIS OFFER ON ITS TERMS.

IF YOU DO NOT ACCEPT THIS OFFER YOU MUST NOT ENTER THE OWNERS CORPORATION'S LAND.

THE NAME OF THE OWNERS CORPORATION OF THIS LAND IS "THE OWNERS - STRATA PLAN NO 53194".

WARNING: THESE TERMS SERIOUSLY AFFECT YOUR RIGHTS.

Car parking at this property is solely with the express prior written consent of the owners corporation.

If you park without the express prior written consent of the owners corporation, the owners corporation may take steps including:

Blocking in your vehicle or immobilising it (except by way of wheel clamp).

Towing your vehicle off the property and onto the public street.

Prior to taking such action the owners corporation may give you a notice, including by way of placing it on your vehicle, of its intention to do so ("Strike Notice"). That notice may refer to this contract as the "Parking Restrictions".

If you are an owner or occupier these terms are subject to any relevant provision of the by-laws of the strata scheme. Those by-laws set out further matters regarding your rights and obligations.

The owners corporation must not:

- (d) fail to release a vehicle on demand to any person having a lawful right to the possession or control of the vehicle; or
- (e) demand any payment for or in relation to the release of the vehicle.

The owners corporation may, prior to release a vehicle to a person, require that person to provide reasonable evidence of a lawful right to possession or control of a vehicle, and to sign a receipt in a form determined by the owners corporation from time to time.

THESE TERMS ARE AN AGREEMENT OR ARRANGEMENT IN FORCE WITH RESPECT TO YOUR VEHICLE FOR THE PURPOSES OF SECTION 651C OF THE LOCAL GOVERNMENT ACT 1993.

## Schedule 3 Risk warning

### RISK WARNING

#### SECTION 5M OF THE CIVIL LIABILITY ACT 2002 (NSW)

There are various risks of harm (of any kind, including personal injury or death, pre-natal injury, impairment of a person's physical or mental condition, disease, damage to property, and economic loss) to persons using the recreational facilities at this strata scheme.

The recreational facilities at this strata scheme include the pool, sauna, spa, barbecues, gym (including gym equipment), common area bathing facilities, common area toilets and related areas.

These risks include risks of such harm resulting from:

Failure or breakage of the recreational facilities or part of them before, during or after their use, such as:

gym equipment breaking, sauna or spa controls malfunctioning, failures causing water and/or other surfaces to become hot so as to cause burns, barbecues catching fire or exploding, barbecues being unexpectedly in operation, handrails, fences gates or balustrades being loose or coming away (including around pools), fences or gates around a pool or spa being able to be opened by a child or incapable person, pump machines catching fire or exploding, electrical equipment shorting out or causing parts of the recreational facilities (including water, controls and buttons, and other objects or surfaces) to be electrically charged creating a risk of electric shock, the release of noxious chemicals into water or air or onto surfaces, or the risk of surfaces, objects or equipment becoming sharp so as to cause cuts, puncture wounds or abrasions.

Incorrect or inappropriate use of any recreational facilities, including:

using gym equipment in a manner which it was not designed or intended to be used, running in areas where there are tripping or slipping hazards or obstacles (including other persons), climbing on surfaces not designed or intended to be climbed upon, prolonged use of any recreational facilities, use of any recreational facilities contrary to any instructions or directions for their use, tampering with or altering any recreational facilities including gym equipment or electrical appliances, and jumping or diving into shallow water.

Bringing things into or using things in the recreational facilities that are hazardous or could become hazardous if used in or around the recreational facilities, including:

sharp or breakable objects (such as glass, knives or syringes), alcohol or drugs of any kind (including risks arising from being intoxicated or having impaired mental or physical function), inflammable things (such as cigarette lighters or aerosol sprays) and electrical appliances (particularly near water).

Doing anything in or around the recreational facilities contrary to the advice of a medical professional or directions for use or warnings provided with medications used by a person.

The nature of activities that a person may undertake in or around the recreational facilities, such as:

the risk of injury to body parts due to physical exertion or contortion, the risk of stroke, seizure, heart attack or breathing difficulties caused by physical exertion, the risk of drowning while swimming or bathing (including the risk of drowning following a loss of consciousness, such as due to drug and alcohol use, a seizure, stroke, heart attack, breathing difficulties or hitting ones head on a hard surface in the pool or spa and surrounds), the risk of suffering burns whilst operating a barbecue, the risk of choking while eating or drinking, and the increased risk of tripping or slipping while running.



Tripping or slipping on an uneven surface, damaged surface, wet surface or on an object or obstacle anywhere in the recreational facilities, including:

dislodged tiles, cracked walkways, the stands or feet of any equipment, towels or other objects or belongings on the ground or floor, electrical leads, folds in mats or carpets, water or other liquids on surfaces (including water on walking surfaces near pools or spas, sweat on or around gym equipment, soap, shaving cream or shampoo in or around bathing areas, or cleaning fluids left on any surface), protruding elements of gates, fences and handrails, cleaning equipment left on the floor (including vacuum cleaners and cables, brooms, mops and buckets, surfaces that may become wet or slippery following rain, or tripping or slipping caused or contributed to by the use of low-traction footwear or footwear that may become loose (such as thongs or sandals).

The use of the recreational facilities in adverse weather conditions such as:

rain (including by slipping on wet surfaces) thunderstorms (including lightning strike), hail storms (including injury from hail stones falling onto persons or lying on surfaces), cold temperatures (including pneumonia and hypothermia) hot temperatures (including heat stroke) and sunshine (including sun burn and skin cancer).

Contracting infectious diseases or other medical conditions such as:

from physical contact with other persons, from contact with surfaces (including bathroom and toilet facilities and cooking surfaces), from contact with water (including drinking, bathing or cleaning water), from contact with air carrying infectious particles, or from contact with knives, syringes or other sharp or metallic objects.

Emergency services, medical professionals or first aid not being present or having difficulty accessing a person for treatment or to alleviate a hazard such as:

due to the nature or location of the recreational facilities, such as by reason of restricted access to the recreational facilities (including by way of keys or swipe passes), it being difficult to locate the recreational facilities, or it being necessary for emergency vehicles to park a long distance from the recreational facilities.