

# SydneyStrataReport

property strata inspections

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



## STRATA REPORT

Client	Infinity Property Agents
Address of property	Unit 1205/93 MacDonald Street, Erskineville, NSW.
Lot	15
Strata Plan	SP 76137
Name of Strata Management Co.	Dynamic Property Group
Telephone Number of Strata Agent	9267 6334
Report Date	15 October 2021

## General Information

Owner's Name	Gary Allison
Unit Entitlement.	443
Total Unit Entitlement.	100,000

## Levy Contributions

Administration Fund contribution.	\$596.94
Sinking Fund contribution.	\$426.39
Are There any Special Levies?	No on records presented but see comments below.
Admin. Fund Balance Approx.	\$155,043.95
Sinking Fund Balance.	\$440,988.53

## Insurances

Building Insurance	Yes
Sum Insured	\$69,620,000.00
Insurance Company	CHU
Due Date	5 December 2021
Fire Safety Report ?	N/A
Certificate Date.	N/A
Pet Friendly?	Owners corporation permission needed.

## Meetings

Annual General Meeting 31 October 2017	Administration Fund set at \$531,679.50 p.a. Capital Works Fund set at \$204,930.00 p.a.
---	---

	<p>Building insurance continued, All other matters were meeting formalities and general maintenance as per the scan below, Strata Committee Meeting: Maintenance recorded was general in nature as per the scan of this meeting below. Meeting closed.</p>
<p>Annual General Meeting 22 November 2018</p>	<p>Administration Fund set at \$536,910.00 p.a. Capital Works Fund set at \$221,100.00 p.a. Building insurance continued, Motion 26: Special levy of \$853,434.00 raised to fund painting of the building, due: 1 March 2019, 1 June 2019, 1 September 2019, 1 December 2019, 1 March 2020 and, 1 June 2020. All other matters were meeting formalities bylaws amendments and general maintenance as per the scan below, Strata Committee Meeting: Maintenance recorded was general in nature as per the scan of this meeting below. Meeting closed.</p>
<p>Annual General Meeting 14 November 2019</p>	<p>Administration Fund set at \$550,000.00 p.a. Capital Works Fund set at \$242,000.00 p.a. Building insurance continued, Motion 28: It was approved that individual owners can install electric vehicle charging in their parking bays, Other changes proposed are as per the meeting below attached, the complete bylaws are attached below also. Strata Plus terminated as strata managers, All other matters were meeting formalities and general maintenance as per the scan below, Strata Committee Meeting: Maintenance recorded was general in nature as per the scan of this meeting below. Meeting closed.</p>
Continued below.	

<p>Annual General Meeting 4 November 2020</p>	<p>Administration Fund set at \$539,000.00 p.a. Capital Works Fund set at \$385,000.00 p.a. Building insurance continued, Motion 21: Dynamic Property Services appointed as the strata managers, Motion 5: Painting of the building is planned, All other matters were meeting formalities and general maintenance as per the scan below, Strata Committee Meeting: Maintenance recorded was general in nature as per the scan of this meeting below. Meeting closed.</p>
<p>Strata Committee Meeting 15 February 2021</p> <p>Strata Committee Meeting 26 May 2021</p> <p>Strata Committee Meeting 7 July 2021</p>	<p>Lift replacement is recorded to be planned in motion 6, this will be expensive the likely involve special levies, as it is at planning stage and a design from then engineers has not been drawn up this matter will develop in 2022. Façade painting of the façade is planned in motion 8, this can involve special levies too but also will be at a point where the cost is determined in 2022. The bylaws are to be reviewed at some time next year, Other general matters are as per the attachment below.</p> <p>General maintenance is recorded only as per the attachment below.</p> <p>General maintenance and lot bylaw approvals, Meeting closed.</p>
<p>Other comments.</p>	<p>This report is to be taken in context and in conjunction with the scans below. Painting of the building is planned, the funds predicted may fall short when the job needs to be finished meaning a special levy might be needed. Lift replacement generally costs millions but as this has not gotten past the design stage there is no costing. A strata loan is commonly used so special levies are not needed or a combination of both but this will be decided in late 2022 or 2023.</p>



## Owner Ledger

Start Date: 01/10/2019

End Date: 31/10/2023

Owners: One only

The Owners - Strata Plan No 76137

Motto Apartments, 2-14 Eve St, ERSKINEVILLE NSW 2043

Lot 15 Unit 1205 Mr Garry Allison

UE / AE: 443.00 / 100,000.00

### Levies

Levy no.	Due date	Frequency	Details	Admin Fund		Capital Works Fund		Interest paid	Discount	Levy type	Status	Group
				Due	Paid	Due	Paid					
			<b>Balance brought forward</b>	<b>0.00</b>		<b>0.00</b>						
1	23/11/2020	Once-off	Opening balance arrears	3,557.13	0.00	1,363.23	0.00	0.00	0.00%	Standard	Normal	None
2	23/11/2020	Once-off	Opening balance arrears	0.00	0.00	2,635.59	0.00	0.00	0.00%	Special	Normal	None
3	23/11/2020	Once-off	Lot 15: Interest on opening balance arrears	106.50	0.00	0.00	0.00	0.00		Owner Invoice	Normal	None
4	23/11/2020	Once-off	Lot 15: Interest on opening balance arrears	0.00	0.00	461.84	0.00	0.00		Owner Invoice	Normal	None
5	28/01/2021	Once-off	Lot 15: Debt recovery Stage 1	20.00	0.00	0.00	0.00	0.00		Owner Invoice	Normal	None
6	01/02/2021	Quarterly	Quarterly Admin/Capital Works Levy	584.76	0.00	584.76	0.00	0.00	0.00%	Standard	Normal	None
7	17/02/2021	Once-off	Lot 15: Debt recovery Stage 2	57.00	0.00	0.00	0.00	0.00		Owner Invoice	Normal	None
8	11/03/2021	Once-off	Lot 15: Debt recovery Stage 3	85.00	0.00	0.00	0.00	0.00		Owner Invoice	Normal	None
9	25/03/2021	Once-off	Lot 15: Legal Fees Kemps Petersons Legal Invoice 1619061 9/03/2021	225.50	0.00	0.00	0.00	0.00		Owner Invoice	Normal	None
10	28/04/2021	Once-off	Lot 15: Legal Fees Kemps Petersons Legal Invoice No. 1620114 16/03/2021	43.96	0.00	0.00	0.00	0.00		Owner Invoice	Normal	None
11	29/04/2021	Once-off	Lot 15: Legal Fee Kemps Petersons Legal Invoice 1625327 06/04/2021	82.50	0.00	0.00	0.00	0.00		Owner Invoice	Normal	None
12	29/04/2021	Once-off	Lot 15: Legal Fee Kemps Petersons Legal Invoice 1626123 13/04/2021	60.50	0.00	0.00	0.00	0.00		Owner Invoice	Normal	None
13	01/05/2021	Quarterly	Quarterly Admin/Capital Works Levy	584.76	0.00	584.76	0.00	0.00	0.00%	Standard	Normal	None
14	07/06/2021	Once-off	Lot 15: Legal Fees Kemps Petersons Legal Invoice No. 1631122 04/05/2021	817.80	0.00	0.00	0.00	0.00		Owner Invoice	Normal	None
15	23/06/2021	Once-off	Lot 15: Legal Fees Kemps Petersons Legal Invoice No. 1633367 18/5/2021	124.65	0.00	0.00	0.00	0.00		Owner Invoice	Normal	None
16	23/06/2021	Once-off	Lot 15: Legal Fees Kemps Petersons Legal Invoice No. 1637656 1/6/2021	60.50	0.00	0.00	0.00	0.00		Owner Invoice	Normal	None

The Owners - Strata Plan No 76137

Motto Apartments, 2-14 Eve St, ERSKINEVILLE NSW 2043

Lot 15 Unit 1205 Mr Garry Allison UE / AE: 443.00 / 100,000.00

17	14/07/2021	Once-off	Lot 15: Legal Fees Kemps Petersons Legal Invoice No. 1642570 29/06/2021	60.50	0.00	0.00	0.00	0.00	Owner Invoice	Normal	None
18	14/07/2021	Once-off	Lot 15: Legal Fees Kemps Petersons Legal Invoice No. 1638573 8/6/2021	110.00	0.00	0.00	0.00	0.00	Owner Invoice	Normal	None
19	14/07/2021	Once-off	Lot 15: Legal Fees Kemps Petersons Legal Invoice No. 1641430 22/6/2021	515.26	0.00	0.00	0.00	0.00	Owner Invoice	Normal	None
20	29/07/2021	Once-off	Lot 15: Legal Fees Kemps Petersons Legal Invoice No. 1648230 20/7/2021	82.50	0.00	0.00	0.00	0.00	Owner Invoice	Normal	None
21	01/08/2021	Quarterly	Quarterly Admin/Capital Works Levy	596.94	0.00	426.39	0.00	0.00	0.00% Standard	Normal	None
22	08/09/2021	Once-off	Lot 15: Legal Fees Kemps Petersons Legal Invoice No. 1654391 10/08/2021	66.00	0.00	0.00	0.00	0.00	Owner Invoice	Normal	None
23	13/09/2021	Once-off	Lot 15: Legal Fees Kemps Petersons Legal Invoice no.1658611 24/08/2021	445.50	0.00	0.00	0.00	0.00	Owner Invoice	Normal	None
24	13/09/2021	Once-off	Lot 15: Legal Fees Kemps Petersons Legal Invoice no.1662315 31/08/2021	33.00	0.00	0.00	0.00	0.00	Owner Invoice	Normal	None
25	13/09/2021	Once-off	Lot 15: Legal Fees Kemps Petersons Legal Invoice no.1663568 07/09/2021	137.50	0.00	0.00	0.00	0.00	Owner Invoice	Normal	None
26	05/10/2021	Once-off	Lot 15: Legal Fee Kemps Petersons Legal Invoice no.1669409 27/09/2021	183.20	0.00	0.00	0.00	0.00	Owner Invoice	Normal	None
27	13/10/2021	Once-off	Lot 15: Legal Fee Kemps Petersons Legal Invoice no.1672789 05/10/2021	82.50	0.00	0.00	0.00	0.00	Owner Invoice	Normal	None

Current position: Unallocated prepayments \$0.00

Levy arrears & owner invoices due \$14,780.03

Interest on levy arrears \$828.41

# **INTERIM REPORTS**

## **for the financial year to 31/10/2021**

**Strata Plan 76137**

**Motto Apartments, 2-14 Eve St, ERSKINEVILLE NSW 2043**

**Manager: Claire Wilson**

	<b>Page</b>
Balance Sheet	1
Income & Expenditure Statement	2

## Balance Sheet

### As at 14/10/2021

The Owners - Strata Plan No 76137

Motto Apartments, 2-14 Eve St, ERSKINEVILLE NSW  
2043

	Current period
<b>Owners' funds</b>	
Opening Balance--Admin	109,243.12
Operating Surplus/Deficit--Admin	45,800.83
	155,043.95
Opening Balance--Capital Works	353,362.92
Operating Surplus/Deficit--Capital Works	87,625.61
	440,988.53
<b>Net owners' funds</b>	<b>\$596,032.48</b>
<b>Represented by:</b>	
<b>Assets</b>	
Cash at Bank	604,161.05
Receivable--Levies	12,877.17
Receivable--Levies (Special)	2,662.89
Receivable--Owners	4,176.45
<b>Total assets</b>	623,877.56
<b>Less liabilities</b>	
Creditor--GST	9,277.96
Deposits Received - Damage Bond	3,000.00
Prepaid Levies--Unallocated	15,567.12
<b>Total liabilities</b>	27,845.08
<b>Net assets</b>	<b>\$596,032.48</b>



## Income & Expenditure Statement for the financial year-to-date 01/08/2021 to 14/10/2021

The Owners - Strata Plan No 76137

Motto Apartments, 2-14 Eve St, ERSKINEVILLE NSW  
2043

### Administrative Fund

	Current period 01/08/2021-14/10/2021	Annual budget 01/08/2021-31/07/2022	Previous year 01/08/2020-31/07/2021
<b>Revenue</b>			
Certificate & Search Fees	280.00	650.00	622.00
Interest on Arrears--Admin	161.98	750.00	1,114.87
Key Sales	426.36	2,500.00	3,820.00
Levies Due--Admin	122,500.08	480,000.00	490,000.00
Recoveries	0.00	3,500.00	0.00
Recovery--Legal Fees	861.55	0.00	2,820.17
Rental Income - Non Mutual	0.00	5,500.00	0.00
<i>Total revenue</i>	<u>124,229.97</u>	<u>492,900.00</u>	<u>498,377.04</u>
<b>Less expenses</b>			
Administration-Audit Fees	690.00	690.00	1,100.00
Administration-Bank-Service Fees	0.00	0.00	13.00
Administration-Key/Remote/Swipe Card	0.00	1,750.00	1,691.82
Administration-Legal Costs	750.00	7,500.00	8,118.29
Administration-Professional Services	6,900.00	5,000.00	13,051.50
Administration-WH & S Report	0.00	1,500.00	0.00
Consulting-Fees	0.00	5,000.00	11,250.00
Insurance-Premium	0.00	90,600.00	80,060.05
Maintenance-Air Conditioning and Ventilation	820.00	1,600.00	1,640.00
Maintenance-Annual Blackflow Certification	0.00	500.00	500.00
Maintenance-Facilities-Pool/Spa/Sauna	335.38	8,000.00	7,690.79
Maintenance-Fire-Annual Certification	0.00	500.00	422.00
Maintenance-Fire-Inspection & Testing	2,559.00	11,000.00	10,236.00
Maintenance-Fire-Monitoring	0.00	1,600.00	309.66
Maintenance-Garbage Chute/Compactor	0.00	800.00	617.00
Maintenance-Gate	0.00	1,100.00	860.00
Maintenance-Lift-Registration	0.00	78.00	78.00
Maintenance-Lifts	1,165.00	15,000.00	5,853.00
Maintenance-Pest Control	0.00	1,700.00	1,600.00
Maintenance-Roof Certification	0.00	3,000.00	0.00
Management-Additional Fees	3,299.02	5,000.00	15,157.41
Management-Certificate Search Fees	280.00	0.00	694.73
Management-Combined fee	2,179.44	7,254.00	10,422.11
Management-Debt Recovery Fee	620.02	0.00	2,850.17
Management-Management Fee	4,320.00	30,000.00	25,719.34
Management-On Site-Management	38,521.59	140,000.00	143,726.00
Repairs-Doors and Windows	0.00	3,000.00	1,647.54
Repairs-Electrical-Globes	0.00	2,500.00	4,755.78

**Administrative Fund**

	<b>Current period</b>	<b>Annual budget</b>	<b>Previous year</b>
	01/08/2021-14/10/2021	01/08/2021-31/07/2022	01/08/2020-31/07/2021
Repairs-Fire-Equipment	1,650.00	11,000.00	17,357.99
Repairs-General	1,854.00	10,000.00	8,213.12
Repairs-Intercom	0.00	2,000.00	2,505.73
Repairs-Lift	0.00	750.00	272.73
Repairs-Plumbing	798.00	7,500.00	4,798.20
Repairs-Pump	0.00	2,000.00	818.00
Services-Cleaning-Carpet	0.00	1,250.00	1,342.00
Services-Cleaning-Contract	2,319.93	2,000.00	1,198.54
Services-Cleaning-Supplies	503.00	5,000.00	5,341.84
Services-Cleaning-Windows	0.00	12,000.00	80.00
Services-Grounds-Contract	3,272.83	21,500.00	21,462.05
Services-Grounds-Other	0.00	5,000.00	8,981.10
Services-Plant Hire/Flowers	0.00	0.00	1,213.30
Telephone-General	127.26	800.00	675.02
Telephone-Lift	0.00	750.00	718.78
Utilities-Electricity	5,464.67	38,000.00	36,847.62
Utilities-Gas	0.00	850.00	787.02
Utilities-Water Use	0.00	50,000.00	46,410.10
<i>Total expenses</i>	<u>78,429.14</u>	<u>515,072.00</u>	<u>509,087.33</u>
<b>Surplus/Deficit</b>	<u>45,800.83</u>	<u>(22,172.00)</u>	<u>(10,710.29)</u>
Opening balance	109,243.12	109,243.12	119,953.41
<b>Closing balance</b>	<u><b>\$155,043.95</b></u>	<u><b>\$87,071.12</b></u>	<u><b>\$109,243.12</b></u>

**Capital Works Fund**

	<b>Current period</b>	<b>Annual budget</b>	<b>Previous year</b>
	01/08/2021-14/10/2021	01/08/2021-31/07/2022	01/08/2020-31/07/2021
<b>Revenue</b>			
Interest on Arrears--Capital Works	125.69	1,000.00	1,170.20
Interest on Investments--Capital Works	0.00	0.00	1,549.04
Levies Due (Special)--Capital Works	0.00	0.00	181,818.36
Levies Due--Capital Works	87,499.92	380,041.00	350,000.00
<i>Total revenue</i>	<u>87,625.61</u>	<u>381,041.00</u>	<u>534,537.60</u>
<b>Less expenses</b>			
Administration-Income Tax	0.00	4,500.00	4,611.00
Consulting-Building Report	0.00	7,500.00	0.00
Replacement/New- Fire Remediation Works	0.00	150,000.00	0.00
Replacements/New-Balconies & balustrades	0.00	82,400.00	0.00
Replacements/New-Bathrooms	0.00	7,500.00	0.00
Replacements/New-Doors	0.00	0.00	7,085.46
Replacements/New-Electrical	0.00	0.00	655.91
Replacements/New-Floor Coverings	0.00	0.00	66,760.00
Replacements/New-Gate	0.00	150,000.00	0.00
Replacements/New-General	0.00	0.00	13,311.87
Replacements/New-Landscaping	0.00	6,386.00	0.00
Replacements/New-Lift	0.00	55,000.00	46,660.00
Replacements/New-Lighting	0.00	0.00	6,075.00
Replacements/New-Louvres/Shades	0.00	3,183.00	0.00
Replacements/New-Painting	0.00	35,000.00	1,179,383.30
Replacements/New-Painting - B	0.00	32,000.00	0.00
Replacements/New-Pumps	0.00	0.00	1,606.00
Replacements/New-Security Equipment	0.00	20,000.00	399.09
<i>Total expenses</i>	<u>0.00</u>	<u>553,469.00</u>	<u>1,326,547.63</u>
<b>Surplus/Deficit</b>	<u>87,625.61</u>	<u>(172,428.00)</u>	<u>(792,010.03)</u>
Opening balance	353,362.92	353,362.92	1,145,372.95
<b>Closing balance</b>	<u><b>\$440,988.53</b></u>	<u><b>\$180,934.92</b></u>	<u><b>\$353,362.92</b></u>



**Policy No:** 835165  
**Period of Insurance:**  
**From:** 05/12/20  
**To:** 05/12/21 at 4.00 pm

**The Insured & Situation:**  
The Owners - Strata Plan 76137 & 82176  
93 MACDONALD STREET  
ERSKINEVILLE  
NSW 2043

## Certificate of Currency - Tax Invoice

Cover Selected	Sum Insured
POLICY 1 INSURED PROPERTY (Building)	69,620,000
Loss of Rent/Temp Accommodation (15%)	10,443,000
INSURED PROPERTY (Common Area Contents)	696,200
FLOOD	Not selected
POLICY 2 LIABILITY TO OTHERS	Limit of Liability - 30,000,000
POLICY 3 VOLUNTARY WORKERS - Refer to Table of Benefits	300,000/3,000
POLICY 4 WORKERS COMPENSATION (ACT, TAS & WA ONLY)	Not selected
POLICY 5 FIDELITY GUARANTEE	250,000
POLICY 6 OFFICE BEARER'S LEGAL LIABILITY	Limit of Liability - 5,000,000
POLICY 7 MACHINERY BREAKDOWN	100,000
Loss of Rent/Temp Accommodation (20%)	20,000
POLICY 8 CATASTROPHE INSURANCE (Insured Property)	Not selected
Extended cover - Rent/Temp Accommodation	Not selected
Escalation in Cost of Temp Accommodation	Not selected
Cost of Storage and Evacuation	Not selected
POLICY 9 PART A - Government Audit Costs	25,000
PART B - Appeal Expenses - common property health & safety breaches	100,000
PART C - Legal Defence Expenses	50,000
POLICY 10 LOT OWNER'S FIXTURES AND IMPROVEMENTS (per lot)	250,000

Date of Issue:  
Issue Fee Incl GST:  
Issue Fee GST:

This certificate confirms that on the date of issue noted above, a policy existed for the sums insured shown.

It is not intended to amend, extend, replace or override the policy terms and conditions contained in the actual policy document. This certificate is issued as a matter of information only and confers no rights on the certificate holder.

CHU Underwriting Agencies Pty Ltd is an underwriting intermediary acting on behalf of the insurers.

Our Ref: 0186553

New South Wales/ACT  
Level 33, 101 Miller Street  
North Sydney 2060  
PO Box 500, North Sydney  
2059  
Phone: 1300 361 263  
Fax: 1300 361 269  
info\_nsw@chu.com.au

Victoria / Tasmania  
Level 21, 150 Lonsdale Street  
Melbourne 3000  
GPO Box 3208, Melbourne 3001  
Phone: 03 8695 4000  
Fax: 03 9620 1969  
info\_vic@chu.com.au

Queensland  
Level 13, King George Central  
145 Ann Street, Brisbane 4000  
GPO Box 705, Brisbane 4001  
Phone: 07 3135 7900  
Fax: 07 3135 7901  
info\_qld@chu.com.au

Western Australia  
Level 4, 55 St Georges Terrace  
Perth 6000  
PO Box 5721, Perth 6831  
Phone: 08 9466 8600  
Fax: 08 9466 8601  
info\_wa@chu.com.au

South Australia  
Ground Floor  
208 Greenhill Road  
Eastwood 5063  
Phone: 08 8394 0444  
Fax: 08 8394 0445  
info\_sa@chu.com.au

# MINUTES OF ANNUAL GENERAL MEETING

*Section 18 & Schedule 1 of Strata Schemes Management Act 2015 (NSW)*

The Owners – Strata Plan No. 76137

**Motto Apartments**

2-14 Eve Street, Erskineville

The meeting was held on Tuesday, 31 October 2017

at Joseph Sergeant Community Centre, 60 Prospect Street, Erskineville

**PRESENT:**

I Quigg	Lot 5
A & L Dell Donne	Lot 9
M Lindsay	Lot 12
J Stuart (Not Voting)	Lot 17
K Triffitt	Lot 19
S Ting	Lot 31
R Barrington	Lot 38
K Boulton	Lot 49
R Treuer	Lot 53
E Nevieve	Lot 58
N Dainty	Lot 65
L Bousfield	Lot 70
M Long	Lots 76 & 92
F Blank	Lot 77
L Purvis	Lot 97
A Adam & W Wallace	Lot 98
C Bowen	Lot 107
R Psomadelis	Lot 112
K Walker	Lots 115 & 142
C Carr	Lot 117
H Sim	Lot 120
G Evans	Lot 125
L Wilkinson	Lot 136
B Farr	Lot 140
K Andrews	Lot 143
J & L Jones	Lot 144
M Bubicic	Lot 154
C Beckwith	Lot 157
W Yin	Lot 158
D & J Sibbritt	Lot 161
M Stephenson	Lot 162

**PRESENT BY PROXY:**

M Farrow (Lot 2) proxy to D Wallace  
M Cargill (Lot 10) proxy to D Wallace  
J Stuart (Lot 17) proxy to P Hartmann  
M Santoro (Lot 45) proxy to K Walker  
M Fleming (Lot 47) proxy to M Wickey  
M Lyle (Lot 48) proxy to M Lyle  
M Poole (Lot 52) proxy to M Long  
J Fieldsend (Lot 60) proxy to L Bousfield  
S Morgan (Lot 69) proxy to M Long  
A Peirce (Lot 72) proxy to M Long  
M Lawler (Lot 88) proxy to C Carr  
D Tuckwell (Lot 96) proxy to M Long  
S Morgan (Lot 150) proxy to M Long  
G Holland & L Rose (Lot 153) proxy to M Stephenson

**IN ATTENDANCE:**

Christian Lush	Lot 6
M Hanley	Lot 77
G Candi	Building Management Headquarters Pty Ltd
M Wickey	Strata Plus

Those present determined that Mark Stephenson chair the meeting.  
The chairperson declared a quorum.  
The meeting was declared open at 6:17pm.

## MINUTES

CONFIRMATION OF RECORDS		
MOTION 1	CONFIRMATION OF MINUTES	RESOLVED that the minutes of the last general meeting of the owners corporation held 25 September 2017 be confirmed as a true record and account of the proceedings at that meeting.
MOTION 2	ADOPTION OF FINANCIAL STATEMENTS	(a) RESOLVED that the audited financial reports for the period ended 31 July 2017 be adopted. (b) RESOLVED that the accounting records and statements of financial information for the period ended 30 September 2017 be adopted.
MOTION 3	OWNERS CORPORATION RECORDS	RESOLVED that the owners corporation keep its books and records, including its strata roll and accounting records, electronically.
COMMON PROPERTY RISK MANAGEMENT		
MOTION 4	CONFIRMATION OF CURRENT INSURANCES	RESOLVED that the owners corporation's current insurances as detailed in the attachment to the Notice were confirmed. <i>Note: A Adam (lot 98) abstained from Motions 4 to 8 as he works for QBE who are the underwriter for CHU, the building's insurer.</i>
MOTION 5	INSURANCE COMMISSION & TRAINING SERVICES	The owners corporation NOTED that: (a) Strata Plus received a commission/broker fee in the sum of \$6106.38 incl. GST when the premium was placed. This commission/broker fee is in line with the existing agency agreement and has been taken into consideration when determining the management fee for the scheme. (b) the strata insurance industry anticipates a 5% increase for anticipated future income based on current market conditions.
MOTION 6	INSURANCE RENEWAL	RESOLVED that a standing authority be given to Strata Plus to renew the insurances for the scheme in accordance with current valuation.
MOTION 7	VALUATION	RESOLVED that a valuation be obtained for insurance purposes prior to the expiration of the current policy period and that the managing agent be authorised to alter the sum insured in accordance with the updated valuation.
MOTION 8	WORKERS COMPENSATION INSURANCE	RESOLVED that the owners corporation confirmed that it does not employ workers, including sole traders, with annual wages exceeding \$7,500, and therefore will not require workers compensation insurance.
MOTION 9	WINDOW LOCKS – SAFETY AND COMPLIANCE AUDIT	RESOLVED that the strata committee and/or managing agent arrange for a window safety and compliance audit of all windows in the scheme.
MOTION 10	WINDOW LOCKS – INSTALLATION AND DELEGATION TO THE STRATA COMMITTEE	RESOLVED that subject to the preceding motion being resolved, the owners corporation: (a) authorise the installation of window safety devices to windows within the strata scheme; and (b) delegate authority to the strata committee to undertake review of the audit recommendations before selecting the most appropriate option and proceeding with these works. <i>Note: This motion is pursuant to section 64A of the Act and further to the motion above. This motion authorises the installation of the new window safety devices and delegates authority to the executive committee to review the audit recommendations and undertake the works.</i>
MOTION 11	ANNUAL FIRE SAFETY STATEMENT	RESOLVED that the owners corporation considered the status of the Annual Fire Safety Statement (AFSS) and authorised the managing agent with the strata committee to make the arrangements for obtaining the next annual fire safety statement.

MOTION 12	WORK, HEALTH & SAFETY – RISK & SAFETY REPORT	<p>The owners corporation acknowledged the <i>Work Health and Safety Act 2011 and Regulations</i> and RESOLVED to:</p> <p>(a) instruct the managing agent to organise for an updated risk and safety report to be undertaken on the common property in compliance with its obligations under the Work Health and Safety Act 2011, noting the last report undertaken on 20 May 2015; and</p> <p>(b) convene a strata committee meeting to consider the recommendations of the report upon receipt.</p> <p><b>Note:</b> It was resolved at the Strata Committee Meeting held immediately after the Annual General Meeting on Tuesday, 25 October 2016 to engage Leary &amp; Partners to prepare the report.</p>																
FINANCIAL MATTERS																		
MOTION 13	TERM DEPOSITS	RESOLVED that the treasurer of the owners corporation be authorised by standing authority to advise the Strata Managing Agent of those amounts which may be placed on term deposit with the trust account bank.																
MOTION 14	APPOINTMENT OF AUDITOR	RESOLVED that an auditor be appointed for the owners corporation for the financial year ending 31 July 2018.																
BUDGET & LEVY CONTRIBUTIONS																		
MOTION 15	ADMINISTRATIVE FUND BUDGET & LEVIES	<p>(a) RESOLVED that the Administrative Fund Budget for the financial year commencing 1 August 2017 be adopted and that levies of \$531,679.50 incl. GST (\$483,345.00 plus GST) be determined as detailed in the table below:</p> <table><tr><th>Due Date</th><th>Admin Incl GST</th></tr><tr><td>1 August 2017 (already issued as per resolution of last year's AGM)</td><td>\$127,842.70</td></tr><tr><td>1 November 2017</td><td>\$134,612.27</td></tr><tr><td>1 February 2018</td><td>\$134,612.27</td></tr><tr><td>1 May 2018</td><td>\$134,612.26</td></tr><tr><td><b>Total</b></td><td><b>\$531,679.50</b></td></tr></table> <p>(b) RESOLVED that the first levy for the 1 August 2018 financial year be due and payable to the Administrative Fund in accordance with below and that this amount continues to fall due and payable on a quarterly basis until re-determined at next year's annual general meeting:</p> <table><tr><th>Due Date</th><th>Admin Incl. GST</th></tr><tr><td>1 August 2018</td><td>\$132,919.88</td></tr></table>	Due Date	Admin Incl GST	1 August 2017 (already issued as per resolution of last year's AGM)	\$127,842.70	1 November 2017	\$134,612.27	1 February 2018	\$134,612.27	1 May 2018	\$134,612.26	<b>Total</b>	<b>\$531,679.50</b>	Due Date	Admin Incl. GST	1 August 2018	\$132,919.88
Due Date	Admin Incl GST																	
1 August 2017 (already issued as per resolution of last year's AGM)	\$127,842.70																	
1 November 2017	\$134,612.27																	
1 February 2018	\$134,612.27																	
1 May 2018	\$134,612.26																	
<b>Total</b>	<b>\$531,679.50</b>																	
Due Date	Admin Incl. GST																	
1 August 2018	\$132,919.88																	
MOTION 16	RECOMMENDATIONS OF CAPITAL WORKS PLAN	<p>RESOLVED that the recommendations of the Capital Works Plan (or last Sinking Fund Forecast Report) prepared by Solutions in Engineering were acknowledged, noting the details of the forecasted expenditure and recommended contributions.</p> <p><b>Note:</b> It was agreed to obtain fee proposals from a Quantity Surveyor to prepare a more detailed and specific report for Motto during the next 12 months. Quotes to be submitted to the Strata Committee for a decision. The budget was not increased to cover any additional expenditure in the capital works budget.</p>																

MOTION 17	CAPITAL WORKS FUND BUDGET & LEVIES	<p>(a) RESOLVED that the Capital Works Fund Budget for the financial year commencing 1 August 2017 be adopted and that levies of \$204,930.00 incl. GST (\$186,300.00 plus GST) be determined as detailed in the table below:</p> <table><tr><th>Due Date</th><th>Capital Works Incl. GST</th></tr><tr><td>1 August 2017 (already issued as per resolution of last year’s AGM)</td><td>\$49,386.77</td></tr><tr><td>1 November 2017</td><td>\$51,847.74</td></tr><tr><td>1 February 2018</td><td>\$51,847.74</td></tr><tr><td>1 May 2018</td><td>\$51,847.75</td></tr><tr><td>Total</td><td>\$204,930.00</td></tr></table> <p>(b) RESOLVED that the first levy for the 1 August 2018 financial year be due and payable to the Capital Works Fund in accordance with below and that this amount continues to fall due and payable on a quarterly basis until re-determined at next year’s annual general meeting:</p> <table><tr><th>Due Date</th><th>Capital Works Incl. GST</th></tr><tr><td>1 August 2018</td><td>\$51,232.50</td></tr></table>	Due Date	Capital Works Incl. GST	1 August 2017 (already issued as per resolution of last year’s AGM)	\$49,386.77	1 November 2017	\$51,847.74	1 February 2018	\$51,847.74	1 May 2018	\$51,847.75	Total	\$204,930.00	Due Date	Capital Works Incl. GST	1 August 2018	\$51,232.50
Due Date	Capital Works Incl. GST																	
1 August 2017 (already issued as per resolution of last year’s AGM)	\$49,386.77																	
1 November 2017	\$51,847.74																	
1 February 2018	\$51,847.74																	
1 May 2018	\$51,847.75																	
Total	\$204,930.00																	
Due Date	Capital Works Incl. GST																	
1 August 2018	\$51,232.50																	
MOTION 18	RESTRICTIONS ON SPENDING EXPENDITURE V BUDGET	RESOLVED that the owners corporation removed the 10% per item limitation of budget to actual expenditure.																
MOTION 19	MANAGEMENT OF OUTSTANDING LEVIES	<p>RESOLVED that the owners corporation authorise, for the purpose of collecting levy contributions, interest and recovery costs:</p> <p>(a) the managing agent to issue reminder notices;</p> <p>(b) the managing agent to seek legal advice, the provision of legal services or the taking of legal action on behalf of the owners corporation for the purpose of recovering outstanding contributions and interest;</p> <p>(c) the strata committee to provide consent for payment plans;</p> <p>(d) the engagement of Le Page Lawyers and/or counsel for the purposes of payment plans and proceedings; and</p> <p>(e) the managing agent to instruct the solicitor and/or legal counsel in relation to the advice, services or action.</p>																
OWNERS CORPORATION GOVERNANCE																		
MOTION 20	STRATA COMMITTEE	<p>(a) RESOLVED that the following nominations were received given that consent was confirmed:</p> <p>Christian Lush lot 6 nominated by M Lyle lot 48 Raymond Treuer lot 53 self nominated Lynne Bousfield lot 70 self nominated Michael Lawler lot 88 nominated by C Carr lot 117 Linda Purvis lot 97 self nominated Andrew Adam lot 98 nominated by W Wallace lot 98 Kim Walker lot 115 self nominated Cynthia Carr lot 117 nominated by K Walker lot 142 Benjamin Farr lot 140 self nominated Kelvin Andrews lot 143 self nominated Claire Beckwith lot 157 self nominated Mark Stephenson lot 162 nominated by C George lot 162</p> <p>(b) RESOLVED that the chairperson closed the nominations.</p> <p>(c) RESOLVED that the number of strata committee members be determined at nine (9).</p>																
MOTION 21	STRATA COMMITTEE ELECTION	RESOLVED that a ballot be held to determine the members given the number of nominations exceeded the number of members decided upon, and the successful candidates were:																



		<p>Christian Lush lot 6 nominated by M Lyle lot 48  Lynne Bousfield lot 70 self nominated  Michael Lawler lot 88 nominated by C Carr lot 117  Linda Purvis lot 97 self nominated  Andrew Adam lot 98 nominated by W Wallace lot 98  Cynthia Carr lot 117 nominated by K Walker lot 142  Benjamin Farr lot 140 self nominated  Claire Beckwith lot 157 self nominated  Mark Stephenson lot 162 nominated by C George lot 162</p>
<b>MOTION 22</b>	<b>RESTRICTED MATTERS</b>	<p>RESOLVED that no matters are to be restricted matters. All matters relative to the management of the strata scheme are to be in accordance with the current provisions of the <i>Strata Schemes Management Act 2015 (NSW)</i> and/or future amendments.</p>
<b>MOTION 23</b>	<b>BY-LAW MINOR RENOVATIONS</b>	<p>(a) The owners corporation SPECIALLY RESOLVED to make an additional by-law in the following terms:</p> <p><b><u>SPECIAL BY-LAW</u></b></p> <p>i. The owners corporation by resolution in general meeting may delegate to the strata committee, generally or in a particular case or cases, its functions of giving and withholding approval of minor renovations (for the purposes of s.110 of the <i>Strata Schemes Management Act 2015</i>) and of imposing conditions on such approval.</p> <p>ii. The owners corporation in like manner may revoke any such delegation.</p> <p>iii. The owners corporation may continue to exercise its functions under s.110 of the Act, despite any such delegation.</p> <p style="text-align: right;">Total unit entitlements voting: 31,593  In favour: 31,593 unit entitlements (100%)  Against: 0 unit entitlements (0%)</p> <p><b>Note:</b> Resolved as not more than 25% of owners voted against the motion.</p> <p>(b) RESOLVED that the strata manager be instructed to arrange registration of the by-law.</p>
<b>MOTION 24</b>	<b>MINOR RENOVATION ANNUAL AUTHORITY</b>	<p>RESOLVED that, subject to the registration of the by-law, the functions of the owners corporation under Section 110 of the <i>Strata Schemes Management Act 2015</i> be delegated to the strata committee.</p>
<b>CLOSURE</b>		<p>There being no further business the chairperson declared the meeting closed at 8:49pm.</p>

General discussions and notes taken from questions asked by lot owners in attendance:

- + L Purvis raised the matter of potentially enclosing Motto for better security and to prevent neighbouring residents from accessing the swimming pool. A town planner employed by Strata Plus commenced initial investigations, it was agreed that the Strata Committee will recommence investigating the matter. **Note:** This may incur additional expenditure that was not adjusted for in the approved capital works budget.
- + A vote of thanks was given to all outgoing committee members for the previous year.
- + It was noted that the soffits in M3 also require repair.
- + The junctions on the steel pergolas located at M1 and M2 are rotting.

# MINUTES OF STRATA COMMITTEE MEETING

Sections 39, 40, 263 & Schedule 2 of Strata Schemes Management Act 2015 (NSW)

The Owners – Strata Plan No. 76137

**Motto Apartments**

2-14 Eve Street, Erskineville

The meeting was held immediately after the Annual General Meeting  
on Tuesday, 31 October 2017  
at Joseph Sargeant Community Centre, 60 Prospect Street, Erskineville

**PRESENT:**

C Lush - Member	Lot 6
L Bousfield - Member	Lot 70
L Purvis - Member	Lot 97
A Adam - Member	Lot 98
C Carr - Secretary	Lot 117
B Farr - Member	Lot 140
C Beckwith - Treasurer	Lot 157
M Stephenson - Member	Lot 162

**IN ATTENDANCE:**

G Candi	Building Management Headquarters Pty Ltd
M Wickey	Strata Plus

Those present determined that Maxine Wickey chair the meeting.  
The chairperson declared a quorum.

## MINUTES

<b>MOTION 1</b>	<b>CONFIRMATION OF MINUTES</b>	RESOLVED that the minutes of the last committee meeting held 10 October 2017 be confirmed as a true and accurate record of that meeting.
<b>MOTION 2</b>	<b>ELECTION OF OFFICE BEARERS</b>	<p>RESOLVED that the following office bearers be appointed.</p> <p>Chairperson: To be determined at the next committee meeting</p> <p>Secretary: Cynthia Carr</p> <p>Treasurer: Claire Beckwith</p> <p><b>Note:</b> Nominations were received for Chairperson being Mark Stephenson and Andrew Adam, both nominees received 4 votes each therefore no Chairperson appointed.</p>
<b>MOTION 3</b>	<b>PECUNIARY INTEREST</b>	The strata committee received a disclosure of pecuniary interest from A Adam of lot 98. It was noted that A Adam is employed by QBE who are the underwriter for CHU, the building's insurer.
<b>MOTION 4</b>	<b>APPOINTMENT OF SUBSTITUTE</b>	<p>RESOLVED that pursuant to clause 34, section 1 to the Strata Schemes Management Act 2015, the strata committee receive and accept the appointment of any acting members of the strata committee for the purpose of this and/or any future meetings of the strata committee. The following were noted:</p> <p>+ B Farr appointed C Carr as his substitute</p>
<b>MOTION 5</b>	<b>STRATA COMMITTEE MEETING ATTENDANCE BY ELECTRONIC MEANS</b>	<p>RESOLVED that attendance at strata committee meetings may be by the following additional means:</p> <p>(a) telephone conference; or</p> <p>(b) video-conferencing;</p> <p>(c) email from the email address provided for service of notices.</p> <p>The meeting notice will specify</p> <p>+ means and method of accessing the facility for that purpose for that particular strata committee meeting and</p> <p>+ that any strata committee member attending a strata committee meeting by these means and eligible to vote on a matter may cast a vote as if they were physically present at the meeting.</p>

<b>MOTION 6</b>	<b>ELECTRONIC SERVICE OF INSURANCE INFORMATION</b>	RESOLVED that the strata committee resolve to accept all insurance and product disclosure information via email, and that the nominated email address of the owners corporation be determined.
<b>MOTION 7</b>	<b>TERM DEPOSITS</b>	RESOLVED that the treasurer be authorised by standing authority to advise the managing agent of those amounts which may be placed on term deposit with the trust account bank.
<b>MOTION 8</b>	<b>BY-LAW REVIEW</b>	RESOLVED that the review has commenced and the by-laws are currently being reviewed. Strata Manager further confirmed for the Committee that the agreed implementation process is compliant with the legislation to review by-laws by November 2017.
<b>MOTION 9</b>	<b>BY-LAW COMPLIANCE</b>	RESOLVED that matters of non-compliance with the by-laws be considered and instructions issued accordingly. No breaches were reported at this time.
<b>MOTION 10</b>	<b>BUILDING MANAGER'S REPORT</b>	RESOLVED that the Building Managers Report be tabled and reviewed and further instruction provided relating to this report and/or the common property including but not limited to the following: + AED have provided a response today and will be circulated to the strata committee for review. + Pool repairs are currently underway.
<b>MOTION 11</b>	<b>BUILDING REMEDIATION WORKS</b>	RESOLVED that the committee review and provide further instructions in relation to the proposal from Lannock for the proposed remediation works of the property. The Strata Manager is to organise a date in November for IBC to meet with the Strata Committee.
<b>MOTION 12</b>	<b>STANDING INSTRUCTIONS</b>	RESOLVED that the strata committee provides further standing instructions to the Building Manager or Strata Managing Agent concerning the management and maintenance of common property including but not limited to the following: + Lot 31 – The A/C application is to be circulated to the new Strata Committee for review. + Lot 136 – The A/C application is to be circulated to the new Strata Committee for review.
<b>MOTION 13</b>	<b>NEXT MEETING</b>	RESOLVED that the next strata committee meeting will be held at 6:30pm on Wednesday, 29 November 2017 in the offices of Strata Plus, Level 2, 80 Cooper Street, Surry Hills.
<b>CLOSURE</b>		There being no further business the chairperson declared the meeting closed at 9:24pm.

# MINUTES OF ANNUAL GENERAL MEETING

*Section 18 & Schedule 1 of Strata Schemes Management Act 2015 (NSW)*

The Owners – Strata Plan No. 76137      **Motto Apartments**      2-14 Eve Street, Erskineville

The meeting was held on Thursday, 22 November 2018 at the Alexandria Town Hall, 73 Garden Street, Alexandria

PRESENT:

I Quigg	Lot 5
A Dell Donne	Lot 9
M Lindsay	Lot 12
K Triffitt	Lot 19
R Barrington	Lot 38
K Boulton	Lot 4
R Treuer	Lot 53
L Bousfield	Lot 70
M Lawler	Lot 88
L Purvis	Lot 97
A Adam & W Wallace	Lot 98
H Sim	Lot 120
Y Takahashi	Lot 127
A Peirce	Lot 128
L Wilkinson	Lot 136
B Farr	Lot 140
M Bubicic	Lot 154
W Yin	Lot 158
D & J Sibbritt	Lot 161
M Stephenson	Lot 162

PRESENT BY PROXY:

M Farrow (Lot 2) proxy to D Wallace  
M Cargill (Lot 10) proxy to D Wallace  
J Stuart (Lot 17) proxy to P Hartmann  
M Santoro (Lot 45) proxy to K Walker  
M Fleming (Lot 47) proxy to L Bousfield  
M Lyle (Lot 48) proxy to M Lyle  
M Poole (Lot 52) proxy to H Sim  
S Symes (Lot 59) proxy to A Adams  
J Fieldsend (Lot 60) proxy to L Bousfield  
S Morgan (Lot 69) proxy to A Pierce  
A Peirce (Lot 72) proxy to M Long  
M Long (Lots 76 & 92) proxy to L Purvis  
F Blank (Lot 77) proxy to A Adams  
D Tuckwell (Lot 96) proxy to M Long  
K Walker (Lots 115 & 142) proxy to M Stephenson  
C Carr (Lot 117) proxy to M Stephenson  
J Dixon & Ms J Leete (Lot 128) proxy to J Jasnos  
K Andrews (Lot 143) proxy to L Bousfield  
S Morgan (Lot 150) proxy to A Pierce  
G Holland & L Rose (Lot 153) proxy to M Stephenson  
C Beckwith (Lot 157) proxy to M Stephenson

IN ATTENDANCE:

Christian Lush	Lot 6
G Candi	Building Management Headquarters Pty Ltd
J Jasnos	Strata Plus
L Sahin	Strata Plus

Those present determined that Mark Stephenson chair the meeting.

Half-hour after 6:00pm the chairperson declared that those present constituted a quorum.

The meeting was declared open at 6:30pm

## Minutes

CONFIRMATION OF RECORDS			
MOTION 1	CHAIRPERSON & SECRETARY'S REPORT	RESOLVED That the owners corporation table and accept the Chairperson's & Secretary's report.	
MOTION 2	CONFIRMATION OF MINUTES	RESOLVED That the minutes of the last general meeting of the owners corporation held 31 October 2017 be confirmed as a true and accurate record of that meeting.  Note: It was noted a typo of 2018 and not 2017 was on the agenda.	Clause 8 (1) of Schedule 1 of the Act
MOTION 3	ADOPTION OF FINANCIAL STATEMENTS	(a) RESOLVED the audited financial reports for the financial year ending 31 July 2018 be adopted.  (b) RESOLVED the accounting records and statements of financial information for the period ending 31 October 2018 attached be adopted.	Section 92 and clause 9 (a) & (b) of Schedule 1 of the Act Forms 2 & 3 in Schedule 1 of the Regulations
MOTION 4	OWNERS CORPORATION RECORDS	RESOLVED That the owners corporation resolves to keep its books and records, including its strata roll and accounting records, electronically.  <i>Notes to motion:</i> <i>Strata Plus to ensure documents are named and coded correctly for book searches with projected completion dates to be advised to the strata committee.</i>	Sections 96 (2), 176, 179 & 180 of the Act Clause 41 of the Regulations
CONTRACTS OF THE OWNERS CORPORATION			
MOTION 5	STRATA MANAGING AGENT TERMINATION OF CURRENT AGREEMENT & RE-APPOINTMENT	<p><b>A</b> RESOLVED That the Owners Corporation of Strata Plan No. 76137,</p> <p>(a) subject to entering into a new agreement, terminate its current agency agreement by the mutual consent with Strata Plus Pty Limited in accordance with clause 5.2 of the current agency agreement; and</p> <p>(b) continues to appoint Strata Plus Pty Ltd ABN 30 096 175 709 as Strata Managing Agent (<b>Agent</b>); and</p> <p>(c) delegate to the Agent all of the functions of:</p> <p style="padding-left: 20px;">(i) the Owners Corporation (other than those listed in section 52(2) of the Act); and</p> <p>(d) delegate to the Agent all of the functions of:</p> <p style="padding-left: 20px;">(i) the Owners Corporation (other than those listed in section 28(3) of the Act); and</p> <p style="padding-left: 20px;">(ii) its Chairperson, Treasurer, Secretary and Executive Committee,</p> <p>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 is attached to this notice (<b>Agreement</b>);</p> <p>(e) the delegation to the Agent is to be subject to the conditions and limitations in the Agreement; and</p> <p>(f) the Owners Corporation execute the Agreement to give effect to this appointment and delegation; and</p> <p>(g) authority be given for the common seal of the Owners Corporation to be affixed to the Agreement by the secretary and any other member of the strata committee OR two members of the strata committee.</p>	Sections 15(h), 49 & 50 of the Act

		<p><b>B</b> That the delegations in this motion supersede all previous delegations.</p> <p><i>Notes to motion:</i> It was agreed the term of contract be 12 months with consideration for a longer term at the 2019 AGM</p>	
<b>COMMON PROPERTY RISK MANAGEMENT</b>			
<b>MOTION 6</b>	<b>CONFIRMATION OF CURRENT INSURANCES</b>	RESOLVED That the owners corporation's current insurance policies as detailed in the attached schedule be confirmed.	Sections 164 & 165 and clause 9(c)&(d) of Schedule 1 of the Act
<b>MOTION 7</b>	<b>INSURANCE COMMISSION</b>	<p>RESOLVED That the owners corporation NOTE</p> <p>(a) Strata Plus received a commission/broker fee in the sum of \$7,009.86 incl. GST when the premium was placed. This commission/broker fee is in line with the existing agency agreement and has been taken into consideration when determining the management fee for the scheme.</p> <p>(b) the strata insurance industry anticipates a 5% increase for anticipated future income based on current market conditions</p>	Section 60 and clause 9(g) of Schedule 1 of the Act
<b>MOTION 8</b>	<b>INSURANCE RENEWAL</b>	RESOLVED That a standing authority be given to Strata Plus Pty Limited to renew the insurances for the scheme in accordance with current valuation (subject to the decision to the next motion).	Sections 164, 165(1) & (2) & 166 and clause 9 (c) & (d) of Schedule 1 of the Act
<b>MOTION 9</b>	<b>BUILDING VALUATION</b>	<p>DEFERRED That a valuation be obtained for insurance purposes prior to the expiration of the current policy period and that the managing agent be authorised to alter the sum insured in accordance with the updated valuation.</p> <p style="text-align: right;">Last obtained: 16 October 2018</p>	
<b>MOTION 10</b>	<b>WORKERS COMPENSATION INSURANCE</b>	That the owners corporation resolved to confirm that it does not employ workers, including sole traders, with annual wages exceeding \$7,500, and therefore will not require workers compensation insurance.	
<b>MOTION 11</b>	<b>RECTIFICATION WORK TO COMMON PROPERTY</b>	DEFERRED That the owners corporation consider possible defect and rectification works required to common property. If required, authorise the strata manager to engage relevant building experts to inspect the property and provide a report.	Section 106 of the Act
<b>MOTION 12</b>	<b>ANNUAL FIRE SAFETY STATEMENT</b>	RESOLVED That the owners corporation considers the status of the Annual Fire Safety Statement (AFSS) (if one is required for the building) and authorises the managing agent with the strata committee to make the arrangements for obtaining the next annual fire safety statement.	Clause 6(c) of Schedule 1 of the Act
<b>MOTION 13</b>	<b>WORK, HEALTH AND SAFETY – RISK AND SAFETY REPORT</b>	<p>FAILED That the owners corporation acknowledge the <i>Work Health and Safety Act 2011 and Regulations</i> and RESOLVE to:</p> <p>(a) instruct the managing agent to organise for an updated risk and safety report to be undertaken on the common property in compliance with its obligations under the Work Health and Safety Act 2011, noting the last report undertaken on 26 May 2017; and</p> <p>(b) convene a strata committee meeting to consider the recommendations of the report upon receipt.</p> <p>It was agreed the current report and recommendations be reviewed by the committee and actioned accordingly</p>	
<b>FINANCIAL MATTERS</b>			
<b>MOTION 14</b>	<b>TERM DEPOSITS</b>	RESOLVED That the treasurer of the Owners Corporation be authorised by standing authority to advise the Strata Managing Agent of those amounts which may be placed on term deposit with the trust account bank.	Sections 75(1) and 78(1) of the Act.

MOTION 15	APPOINTMENT OF AUDITOR	RESOLVED That an auditor be appointed by the owners corporation for the financial year ending 31 July 2019.																	
BUDGET AND LEVY CONTRIBUTIONS																			
MOTION 16	ADMINISTRATIVE FUND BUDGET & LEVIES	<p>RESOLVED <b>16.1</b> That the Administrative Fund Budget for the financial year commencing 1 August 2018 be adopted and that levies of \$536,910.00 including GST (\$488,100.00 excluding GST) be determined as detailed in the table below:</p> <table><tr><th>Due Date</th><th>Admin Incl. GST</th></tr><tr><td>1 August 2018 (already issued as per resolution of last year’s AGM)</td><td>\$132,919.88</td></tr><tr><td>1 November 2018</td><td>\$132,919.88</td></tr><tr><td>1 February 2019</td><td>\$135,535.12</td></tr><tr><td>1 May 2019</td><td>\$135,535.12</td></tr><tr><td><b>Total</b></td><td><b>\$536,910.00</b></td></tr></table> <p><b>16.2</b> That the first levy for the 1 August 2019 financial year be due and payable to the Administrative Fund in accordance with below and that this amount continues to fall due and payable on a quarterly basis until re-determined at next year’s annual general meeting:</p> <table><tr><th>Due Date</th><th>Admin Incl. GST</th></tr><tr><td>1 August 2019</td><td>\$134,227.50</td></tr></table>	Due Date	Admin Incl. GST	1 August 2018 (already issued as per resolution of last year’s AGM)	\$132,919.88	1 November 2018	\$132,919.88	1 February 2019	\$135,535.12	1 May 2019	\$135,535.12	<b>Total</b>	<b>\$536,910.00</b>	Due Date	Admin Incl. GST	1 August 2019	\$134,227.50	Section 79(1) & 81(1) of the Act.
Due Date	Admin Incl. GST																		
1 August 2018 (already issued as per resolution of last year’s AGM)	\$132,919.88																		
1 November 2018	\$132,919.88																		
1 February 2019	\$135,535.12																		
1 May 2019	\$135,535.12																		
<b>Total</b>	<b>\$536,910.00</b>																		
Due Date	Admin Incl. GST																		
1 August 2019	\$134,227.50																		
MOTION 17	CAPITAL WORKS FUND FORECAST REPORT	<p>RESOLVED That the owners corporation instruct the strata managing agent to obtain an updated capital works fund forecast to accurately reflect the forthcoming building remedial works scheduled to commence in 2020 and that a contingency allowance be included in the forecast for other capital works.</p> <p>The managing agent is to obtain quotations from quantity surveyors to compile a new detailed capital works forecast report to include the proposed external painting works in 2020</p>	Clause 6(b) of Schedule 1 of the Act																

MOTION 18	CAPITAL WORKS FUND BUDGET & LEVIES	<p>RESOLVED <b>18.1</b> That the Capital Works Fund Budget for the financial year commencing 1 August 2018 be adopted and that levies of \$221,100.00 including GST (\$201,000.0 excluding GST) be determined as detailed in the table below:</p> <table><tr><th>Due Date</th><th>Capital Works Incl. GST</th></tr><tr><td>1 August 2018 (already issued as per resolution of last year’s AGM)</td><td>\$51,232.50</td></tr><tr><td>1 November 2018</td><td>\$51,232.50</td></tr><tr><td>1 February 2019</td><td>\$59,317.50</td></tr><tr><td>1 May 2019</td><td>\$59,317.50</td></tr><tr><td><b>Total</b></td><td><b>\$221,100.00</b></td></tr></table> <p><b>18.2</b> That the first levy for the 1 August 2019 financial year be due and payable to the Capital Works Fund in accordance with below and that this amount continues to fall due and payable on a quarterly basis until re-determined at next year’s annual general meeting:</p> <table><tr><th>Due Date</th><th>Capital Works Incl. GST</th></tr><tr><td>1 August 2019</td><td>\$55,275.00</td></tr></table>	Due Date	Capital Works Incl. GST	1 August 2018 (already issued as per resolution of last year’s AGM)	\$51,232.50	1 November 2018	\$51,232.50	1 February 2019	\$59,317.50	1 May 2019	\$59,317.50	<b>Total</b>	<b>\$221,100.00</b>	Due Date	Capital Works Incl. GST	1 August 2019	\$55,275.00	Section 79(2), (5) & (6) and 81(1) of the Act.
Due Date	Capital Works Incl. GST																		
1 August 2018 (already issued as per resolution of last year’s AGM)	\$51,232.50																		
1 November 2018	\$51,232.50																		
1 February 2019	\$59,317.50																		
1 May 2019	\$59,317.50																		
<b>Total</b>	<b>\$221,100.00</b>																		
Due Date	Capital Works Incl. GST																		
1 August 2019	\$55,275.00																		
MOTION 19	RESTRICTIONS ON SPENDING EXPENDITURE V BUDGET	RESOLVED That the 10% per item limitation of budget to actual expenditure be removed.	Section 102(3) of the Act																
MOTION 20	MANAGEMENT OF OUTSTANDING LEVIES	<p>RESOLVED That the owners corporation authorise, for the purpose of collecting levy contributions, interest and recovery costs:</p> <p>(a) the managing agent to issue reminder notices</p> <p>(b) the managing agent to seek legal advice, the provision of legal services or the taking of legal action on behalf of the owners corporation for the purpose of recovering outstanding contributions and interest;</p> <p>(c) the strata committee to provide consent for payment plans;</p> <p>(d) the engagement of Le Page Lawyers and/or counsel for the purposes of payment plans and proceedings; and</p> <p>(e) the managing agent to instruct the solicitor and/or legal counsel in relation to the advice, services or action.</p>	Clause 9(h) of Schedule 1 of the Act And clauses 18 & 19 of the Regulations																
OWNERS CORPORATION GOVERNANCE																			
MOTION 21	GENERAL MEETING ATTENDANCE BY ELECTRONIC MEANS	<p>RESOLVED That the owners corporation resolve that attendance at general meetings may be by the following additional means:</p> <p>(a) telephone conference; or</p> <p>(b) video-conferencing;</p> <p>The facility and method of access will be specified in the meeting notice by the strata managing agent for the particular meeting. Any person attending a general meeting by the alternative means specified in the meeting notice and eligible to vote on a matter may cast a vote as if they were physically present at the meeting.</p>	Clause 28(1) of Schedule 1 and Clause 14(1)(a) of the Regulations																



MOTION 22	GENERAL MEETING PRE MEETING ELECTRONIC VOTING	<p>RESOLVED That the owners corporation resolves that persons entitled to vote on a matter may vote prior to a general meeting by the following means:</p> <p>(a) an email to the strata managing agent attaching a completed voting paper from the email address provided by that lot owner for service of notices; or</p> <p>(b) via a website voting system provided by the strata managing agent for that purpose.</p> <p>and authorises the strata committee to determine which motions are to the subject of pre-meeting electronic voting.</p>	<p>Clause 28(1) of Schedule 1 and</p> <p>Clause 14(1)(a) of the Regulations</p>
MOTION 23	STRATA COMMITTEE NOMINATION AND NUMBERS	<p>(a) RESOLVED that the following nominations were received given that consent was confirmed:</p> <p>Christian Lush lot 6 nominated by M Stephenson lot 162  Raymond Treuer lot 53 self nominated  Lynne Bousfield lot 70 self nominated  Michael Lawler lot 88 self nominated  Linda Purvis lot 97 self nominated  Andrew Adam lot 98 nominated by W Wallace lot 98  Cynthia Carr lot 117 nominated by K Walker lot 142  Kelvin Andrews lot 143 self nominated  Mark Stephenson lot 162 nominated by C Carr lot 117</p> <p>(b) RESOLVED that the chairperson closed the nominations.</p> <p>RESOLVED that the number of strata committee members be determined at nine (9).</p>	<p>Sections 29 to 32 and</p> <p>Clauses 5, 8(1)(b), 9(e) of Schedule 1 of the Act)</p> <p>Clause 9 of the Regulations</p>
MOTION 24	STRATA COMMITTEE ELECTION	<p>RESOLVED That:</p> <p>(a) the number of nominations equals the number of members decided upon, then those members be duly elected.</p>	
MOTION 25	RESTRICTIONS OVER THE STRATA COMMITTEE	<p>RESOLVED that no matters are to be restricted matters. All matters relative to the management of the strata scheme are to be in accordance with the current provisions of the <i>Strata Schemes Management Act 2015 (NSW)</i> and/or future amendments.</p>	<p>Section 36(3)(b) and</p> <p>Clause 6(a) &amp; 9(i) of Schedule 1 of the Act</p>
MOTION 26	SPECIAL LEVY	<p>RESOLVED That the owners corporation resolve to raise SPECIAL LEVY to the Capital Works Fund pursuant to Section 81(4) of the <i>Strata Schemes Management Act 2015 (NSW)</i> in the sum of \$853,434.00 including GST for the purposes of funding the remedial building and painting works to be undertaken in 2020 and that:</p> <p><b>26.2 (OPTION 2)</b> The Levy be due and payable in six (6) instalments on 1 March 2019, 1 June 2019, 1 September 2019, 1 December 2019, 1 March 2020 and 1 June 2020.</p> <p><b>Notes to motion:</b>  <i>It was agreed by the owners present to raise a special levy for the future external building painting works and the special levy due dates to be different to the standard levy dates.</i></p>	<p>Section 81(3) of the Act</p>
MOTION 27	STRATA LOAN	<p>FAILED That the owners corporation instruct the strata committee to investigate undertaking a Strata Loan with a suitable financial institution for the lending of monies required to fund the remedial building and painting works anticipated to commence in 2020.</p>	
MOTION 28	PEDESTRIAN WALK	<p>RESOLVED That the Owners – Strata Plan No. 76137 SPECIALLY RESOLVES pursuant to Section 108 of the <i>Strata Schemes Management Act 2015 (NSW)</i> to create a pedestrian opening/access</p>	<p>Section 108 of the Act</p>

		<p>point in the dividing wall between Hadfield Street and Nassau Lane to be aligned with the footpath.</p> <p><b>Notes to motion:</b> Managing agent to review if a DA application is required by council and consider engaging of Daniel Barber to review accessibility.</p>	
MOTION 29	HOME BUILDING CONTRACT ACCEPTANCE	<p>RESOLVED That the owners corporation authorise Strata Plus Pty Limited as the strata managing agent to sign and execute on behalf of the owners corporation the “Home Building Contract for work over \$20,000” (the “Contract”) between the Owners – Strata Plan No. 76137 and C J Duncan Builders Pty Ltd (ABN 78 001 820 515) and that pursuant to Section 273 of the <i>Strata Schemes Management Act 2015</i> (NSW) the common seal of the owners corporation be affixed to the <i>Contract</i> by the managing agent.</p> <p><i>Note;</i> <i>That in addition a future meeting consider steps to examine the underlying causes of the ongoing problem (possibly a design issue with the roof).</i></p>	Section 273 of the Act
MOTION 30	RECOMMENDATIONS OF GRACE LAWYERS NASSAU LANE MATTERS	<p>RESOLVED That the owners corporation review and table the letter of advice provided by Grace Lawyers dated 10 August 2018 and that the recommendations as set out in <i>Section D</i> of the letter of advice be adopted subject to approval of the following Motion.</p> <p>It was noted by some owners the letter by Grace Lawyers may need some points amended before presenting to the barrister. Mr Myle kindly offered to review and submit changes to the committee for consideration.</p>	
MOTION 31	ACCEPTANCE OF COSTS AGREEMENT GRACE LAWYERS	<p>RESOLVED That the owners corporation accept the costs and disclosure agreement provided by Grace Lawyers dated 9 November 2018 in the sum of \$5,900.00 including GST for the purposes of acting for the owners corporation in the dedication of Nassau Lane to Council and all matters incidental and thereto.</p>	
MOTION 32	ACCEPTANCE OF COSTS HEATHER IRISH BARRISTER	<p>RESOLVED That the owners corporation accept the costs and disclosure agreement provided by Heather Irish (Barrister) dated 9 November 2018 in the estimated sum of \$3,960.00 to \$7,920.00 including GST to brief and review the advice provided by Grace Lawyers dated 10 August 2018 in the dedication to Nassau Lane with Council.</p>	
MOTION 33	DELEGATION TO MANAGING AGENT TO INSTRUCT GRACE LAWYERS FOR OWNERS CORPORATION	<p>RESOLVED That the owners corporation delegate to Strata Plus Pty Limited as the strata managing agent the authority to liaise with and provide instruction/direction to Grace Lawyers regarding all matters relating to Nassau Lane, with the prior instruction of the strata committee subject to approval of the costs and disclosure agreement in Motion 31 and Motion 32.</p>	
MOTION 34	AMENDMENTS TO BY-LAW 3.4 & RENUMBERING OF BY-LAWS SMOKING	<p>DEFERRED That pursuant to Section 141 of the <i>Strata Schemes Management Act 2015</i> (NSW), the Owners Corporation resolve:</p> <p>a) to re-number By-Laws 3.4 and 3.5 and 3.5 and 3.6 b) to add a new By-Law 3.4 as follows:</p> <p><i>3.4 You must ensure that smoke caused by the smoking of tobacco or any other substance by the owner or occupier, or any invitee of the owner or occupier, on the lot does not penetrate to the common property or any other lot.</i></p> <p><b>Notes to motion:</b> <i>This motion for the change of by-laws is being tabled at the request of Lot 98.</i></p>	Section 141 of the Act
MOTION 35	REPLACEMENT OF BY-LAW 3.4(A) & 3.4(B)	<p>DEFERRED That pursuant to Section 141 of the <i>Strata Schemes Management Act 2015</i> (NSW), the Owners Corporation resolve:</p>	Section 141 of the Act

	ALLOWING CHILDREN UNACCOMPANIED ON COMMON PROPERTY	<p>a) to delete the existing By-Law 3.4(a) and 3.4(b); and</p> <p>b) to substitute for them the words:</p> <p>(a) do not enter or remain in the pool area unless under adult supervision; and</p> <p>(b) unless accompanied by a responsible adult exercising effect control, do not enter areas of Common Property that are likely to be dangerous to children.</p> <p><b>Notes to motion:</b> This motion for the change of by-laws is being tabled at the request of Lot 98.</p>	
MOTION 36	AMENDMENTS TO BY-LAW 5.4  NOTIFICATION OF CHANGE OF USE	<p>DEFERRED That pursuant to Section 141 of the <i>Strata Schemes Management Act 2015</i> (NSW), the Owners Corporation resolve to amend By-Law 5.4 to add:</p> <p>5.5 An occupier of a lot must notify the owners corporation if the occupier changes the existing use of the lot.</p> <p>5.6 Without limiting by-law 5.5, the following changes of use must be notified:</p> <p>(a) a change 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),</p> <p>(b) a change to the use of a lot for short-term letting or holiday letting.</p> <p>5.7 The notice must be given in writing at least 21 days before the change occurs or a lease or sublease commences.</p> <p><b>Notes to motion:</b> This motion for the change of by-laws is being tabled at the request of Lot 98.</p>	Section 141 of the Act
MOTION 37	AMENDMENTS TO BY-LAW 7.2  ALLOWING PARKING ON COMMON PROPERTY WITH PERMISSION	<p>DEFERRED That pursuant to Section 141 of the <i>Strata Schemes Management Act 2015</i> (NSW), the Owners Corporation resolve:</p> <p>(a) To delete the semicolon at the end of By-Law 7.2(h); and</p> <p>(b) Add to the end of By-Law 7.2(H) the following:</p> <p>, except with the prior written approval of the owners corporation or as permitted by a sign authorised by the owners corporation; or</p> <p><b>Notes to motion:</b> This motion for the change of by-laws is being tabled at the request of Lot 98.</p>	Section 141 of the Act

MOTION 38	AMENDMENTS TO BY-LAW 7.4	<p>DEFERRED That pursuant to Section 141 of the <i>Strata Schemes Management Act 2015</i> (NSW), the Owners Corporation resolve to amend By-Law 7.4 to add:</p> <p><i>7.5 An owner or person authorised by an owner may install, without the consent of the owners corporation:</i></p> <ul style="list-style-type: none"> <li><i>(a) Any locking or other safety device for protection of the owner's lot against intruders or to improve safety within the owners lot, or</i></li> <li><i>(b) Any screen or other device to prevent entry of animals or insects on the lot, or</i></li> <li><i>(c) Any structure or device to prevent harm to children.</i></li> </ul> <p><i>7.6 Any such locking or safety device, screen or other device or structure must be installed in a competent and proper manner and must have an appearance, after it has been installed, in keeping with the appearance with the rest of the building.</i></p> <p><i>7.7 By-Law 7.5 does not apply to the installation of any thing that is likely to affect the operation of fire safety devices in the lot or to reduce the level of safety in the lots or common property.</i></p> <p><i>7.8 The owner of a lot must:</i></p> <ul style="list-style-type: none"> <li><i>(a) Maintain and keep in a state of good and serviceable repair any installation or structure referred to in by-law 7.5 that forms part of the common property and that services the lot, and</i></li> <li><i>(b) Repair any damage caused to any part of the common property by the installation or removal of any locking or safety device, screen, or other device or structure referred to in By-Law 7.5 that forms part of the common property and that services that lot.</i></li> </ul> <p><b>Notes to motion:</b>  <i>This motion for the change of by-laws is being tabled at the request of Lot 98.</i></p>	Section 141 of the Act
MOTION 39	AMENDMENTS TO BY-LAW 8(B)  WINDOW CLEANING	<p>DEFERRED That pursuant to Section 141 of the <i>Strata Schemes Management Act 2015</i> (NSW), the Owners Corporation resolve to delete By-Law 8(B).</p> <p><b>Notes to motion:</b>  <i>This motion for the change of by-laws is being tabled at the request of Lot 98.</i></p>	Section 141 of the Act
MOTION 40	AMENDMENTS TO BY-LAW 11.5(B)  GARBAGE APPLICABLE TO ALL LOTS EXCEPT RETAIL LOT	<p>DEFERRED That pursuant to Section 141 of the <i>Strata Schemes Management Act 2015</i> (NSW), the Owners Corporation resolve to amend By-Law 11.5(b) and add the following:</p> <ul style="list-style-type: none"> <li><i>(c) Comply with all reasonable directions given by the Owners Corporation as to the disposal and storage of waste (including the cleaning up of spilled waste) on common property, and</i></li> <li><i>(d) Comply with the local Council's guidelines for the storage, handling, collection and disposal of waste.</i></li> </ul> <p><b>Notes to motion:</b>  <i>This motion for the change of by-laws is being tabled at the request of Lot 98.</i></p>	Section 141 of the Act
MOTION 41	AMENDMENTS TO BY-LAW 11.6  PROHIBITING NAPPIES ETC IN TOILETS	<p>DEFERRED That pursuant to Section 141 of the <i>Strata Schemes Management Act 2015</i> (NSW), the Owners Corporation resolve to amend By-Law 11.6 and add the following:</p>	Section 141 of the Act

		<p>11.7 An owner or occupier of a lot must not deposit in a toilet, or otherwise introduce or attempt to introduce into the plumbing system, any item that is not appropriate for any such disposal (for example, a disposable nappy)</p> <p><b>Notes to motion:</b> This motion for the change of by-laws is being tabled at the request of Lot 98.</p>										
MOTION 42	AMENDMENTS TO BY-LAW 13.2  EVIDENCE OF ASSISTANCE ANIMALS	<p>DEFERRED That pursuant to Section 141 of the <i>Strata Schemes Management Act 2015</i> (NSW), the Owners Corporation resolve to amend By-Law 13.2 and add the following:</p> <p>13.3 An owner or occupier of a lot who keeps an assistance animal on the lot must, if required to do so by the owners corporation, provide evidence to the owners corporation demonstrating that the animal is an assistance animal as referred to in section 9 of the <i>Disability Discrimination Act 1992</i> of the Commonwealth.</p> <p><b>Notes to motion:</b> This motion for the change of by-laws is being tabled at the request of Lot 98.</p>	Section 141 of the Act									
MOTION 43	AMENDMENTS TO BY-LAW 2.1  ELECTRONIC VOTING ON APPLICATIONS TO THE STRATA COMMITTEE	<p>DEFERRED That pursuant to Section 141 of the <i>Strata Schemes Management Act 2015</i> (NSW), the Owners Corporation resolve to amend By-Law 2.1(b) and add the following:</p> <p>(c) <i>The Strata Committee by electronic means without the need for duly convened meeting, for which the Strata Committee may establish procedures.</i></p> <p><b>Notes to motion:</b> This motion for the change of by-laws is being tabled at the request of Lot 98.</p>	Section 141 of the Act Section 141 of the Act									
MOTION 44	AMENDMENTS TO BY-LAW 14.1  ALLOWING THE STRATA COMMITTEE TO MAKE RULES TO GOVERN COMMON PROPERTY	<p>DEFERRED That pursuant to Section 141 of the <i>Strata Schemes Management Act 2015</i> (NSW), the Owners Corporation resolve to:</p> <p>(a) To delete the full stop at the end of By-Law 14.1; and (b) To add to the end of By-Law 14.1 the words ‘<i>and any Common Property.</i>’</p>	Section 141 of the Act									
MOTION 45	AMENDMENTS TO BY-LAW 17.1  NON-RESIDENTS USE OF POOL	<p>DEFERRED That pursuant to Section 141 of the <i>Strata Schemes Management Act 2015</i> (NSW), the Owners Corporation resolve to amend By-Law 17.1 and add the following:</p> <p>(g) <i>Only Occupiers and their accompanied guests may enter or remain in the Pool Area.</i></p> <p><b>Notes to motion:</b> This motion for the change of by-laws is being tabled at the request of Lot 98.</p>	Section 141 of the Act									
MOTION 46	REPEALING OF BY-LAW 28  DISPLAY APARTMENT	<p>DEFERRED That pursuant to Section 141 of the <i>Strata Schemes Management Act 2015</i> (NSW), the Owners Corporation resolve to repeal By-Law 28 <i>Display Apartment</i>.</p> <p><b>Notes to motion:</b> This motion for the change of by-laws is being tabled at the request of Lot 98.</p>	Section 141 of the Act									
MOTION 47	AMENDMENTS TO UP-DATE BY-LAWS	<p>DEFERRED That pursuant to Section 141 of the <i>Strata Schemes Management Act 2015</i> (NSW), the Owners Corporation resolve to make the following amendments to the By-Law definitions:</p> <table><tr><th>Item</th><th>By-Law</th><th>Amendment</th></tr><tr><td>(a)</td><td>1.1 (definition of <i>Display Apartment</i>)</td><td>Delete the definition</td></tr><tr><td>(b)</td><td>1.1 (Definition of <i>Executive</i></td><td>Delete the definition</td></tr></table>	Item	By-Law	Amendment	(a)	1.1 (definition of <i>Display Apartment</i> )	Delete the definition	(b)	1.1 (Definition of <i>Executive</i>	Delete the definition	Section 141 of the Act
Item	By-Law	Amendment										
(a)	1.1 (definition of <i>Display Apartment</i> )	Delete the definition										
(b)	1.1 (Definition of <i>Executive</i>	Delete the definition										

		<table><tr><td></td><td>Committee)</td><td></td></tr><tr><td>(c)</td><td>1.1 (Definition of <i>Management Act</i>)</td><td>Delete '1996', substitute '2015'</td></tr><tr><td>(d)</td><td>1.1 (Definition of <i>Managing Agent</i>)</td><td>Delete 's27', Substitute 'Section 49'</td></tr><tr><td>(e)</td><td>1.1 (between definitions of <i>Sign</i> and <i>Strata Plan</i>)</td><td>Insert new definition: '<b>Strata Committee</b> means the strata committee appointed by the Owners Corporation'</td></tr><tr><td>(f)</td><td>2.4 (title and lead paragraph), 2.4(b), 2.6(b), 19.1, 19.2 and 20.2(c)</td><td>Delete 'Executive Committee', substitute 'Strata Committee'</td></tr><tr><td>(g)</td><td>7.3</td><td>Delete 's63', substitute with 'Section 106'</td></tr><tr><td>(h)</td><td>28</td><td>Delete the by-law</td></tr></table>		Committee)		(c)	1.1 (Definition of <i>Management Act</i> )	Delete '1996', substitute '2015'	(d)	1.1 (Definition of <i>Managing Agent</i> )	Delete 's27', Substitute 'Section 49'	(e)	1.1 (between definitions of <i>Sign</i> and <i>Strata Plan</i> )	Insert new definition: ' <b>Strata Committee</b> means the strata committee appointed by the Owners Corporation'	(f)	2.4 (title and lead paragraph), 2.4(b), 2.6(b), 19.1, 19.2 and 20.2(c)	Delete 'Executive Committee', substitute 'Strata Committee'	(g)	7.3	Delete 's63', substitute with 'Section 106'	(h)	28	Delete the by-law	
	Committee)																							
(c)	1.1 (Definition of <i>Management Act</i> )	Delete '1996', substitute '2015'																						
(d)	1.1 (Definition of <i>Managing Agent</i> )	Delete 's27', Substitute 'Section 49'																						
(e)	1.1 (between definitions of <i>Sign</i> and <i>Strata Plan</i> )	Insert new definition: ' <b>Strata Committee</b> means the strata committee appointed by the Owners Corporation'																						
(f)	2.4 (title and lead paragraph), 2.4(b), 2.6(b), 19.1, 19.2 and 20.2(c)	Delete 'Executive Committee', substitute 'Strata Committee'																						
(g)	7.3	Delete 's63', substitute with 'Section 106'																						
(h)	28	Delete the by-law																						
		<p><b>Notes to motion:</b></p> <p><i>This motion for the change of by-laws is being tabled at the request of Lot 98.</i></p>																						
NOTES TO MOTION 34-47		<p>It is noted the proposed by-law amendments were deferred for further review and consultation by the strata committee before proposing to the Owners Corporation via a paper meeting (attendance not required) in 2019 (dates TBA) as consolidated bylaws. in addition that a special approach be made to the Retail Lot for input.</p> <p>Furthermore, Exclusive use Garden wall by law to be included with by-law review</p>																						
CLOSURE		<p>There being no further business the chairperson declared the meeting closed at 8:30pm.</p>																						

# MINUTES OF STRATA COMMITTEE MEETING

*Sections 39, 40, 263 & Schedule 2 of Strata Schemes Management Act 2015 (NSW)*

The Owners – Strata Plan No. 76137

**Motto Apartments**

2-14 Eve Street, Erskineville

The meeting was held immediately after the Annual General Meeting

on Thursday, 22 November 2018

at the Alexandria Town Hall, 73 Garden Street, Alexandria

PRESENT:

C Lush - Member	Lot 6
R Treuer- Member	Lot 53
L Bousfield - Member	Lot 70
M Lawler - Member	Lot 88
L Purvis - Member	Lot 97
A Adam - Member	Lot 98
M Stephenson - Member	Lot 162

IN ATTENDANCE:

Y Takahashi	Lot 127
G Candi	Building Management Headquarters Pty Ltd
J Jasnos	Strata Plus
L Sahin	Strata Plus

Those present determined that Joshua Jasnos chair the meeting.

The chairperson declared a quorum

## MINUTES

MOTION	ACTING MEMBERS	RESOLVED That pursuant to Section 34 of the <i>Strata Schemes Management Act 2015</i> (NSW), the strata committee receive and accept the appointment of any acting members of the strata committee for the purpose of this and/or any future meetings of the strata committee.	Section 34 of the Act
MOTION 1	CONFIRMATION OF MINUTES	RESOLVED That the minutes of the last committee meeting held 25 October 2018 be confirmed as a true and accurate record of that meeting.	
MOTION 2	ELECTION OF OFFICE BEARERS	RESOLVED That the secretary, treasurer and chairperson of the strata committee be elected.  Lyn Bousfield - Chairperson Raymond Treuer - Treasurer Andrew Adam - Secretary	Section 41 of the Act and Clause 11 of the Regulations
MOTION 3	PECUNIARY INTEREST	The strata committee received a disclosure of pecuniary interest from A Adam of lot 98. It was noted that A Adam is employed by QBE who are the underwriter for CHU, the building's insurer..	
MOTION 4	STRATA COMMITTEE MEETING ATTENDANCE BY ELECTRONIC MEANS	RESOLVED That the strata committee resolves that attendance at strata committee meetings may be by the following additional means:  (a) telephone conference; or (b) video-conferencing; (c) email from the email address provided for service of notices.	Clause 10 of schedule 2 of the Act and clause 14(1)(a) of the Regulations



		<p>The meeting notice will specify</p> <ul style="list-style-type: none"> <li>+ means and method of accessing the facility for that purpose for that particular strata committee meeting and</li> <li>+ that any strata committee member attending a strata committee meeting by these means and eligible to vote on a matter may cast a vote as if they were physically present at the meeting.</li> </ul>	
<b>MOTION 5</b>	<b>ELECTRONIC SERVICE OF INSURANCE INFORMATION</b>	RESOLVED That the strata committee resolve to accept all insurance and product disclosure information via email, and that the nominated email address of the owners corporation be determined.	
<b>MOTION 5</b>	<b>TERM DEPOSITS</b>	RESOLVED That the treasurer be authorised by standing authority to advise the managing agent of those amounts which may be placed on term deposit with the trust account bank.	
<b>MOTION 7</b>	<b>CODE OF CONDUCT</b>	That the attached Code of Conduct be accepted and acknowledged by all members.	
<b>MOTION 8</b>	<b>FORMATION OF SUB-COMMITTEES</b>	DEFERRED That any sub-committees required be established and the members elected.	
<b>MOTION 9</b>	<b>BY-LAW COMPLIANCE</b>	<p>That matters of non-compliance with the by-laws be considered and instructions issued accordingly.</p> <ul style="list-style-type: none"> <li>• It was noted the Café is opening at 6am and not 7am as per the DA.</li> </ul>	
<b>MOTION 10</b>	<b>BUILDING MANAGER'S REPORT</b>	DEFERRED That the Building Managers Report be tabled and reviewed, and further instruction provided relating to this report and/or the common property.	
<b>MOTION 11</b>	<b>STANDING INSTRUCTIONS</b>	<p>That the strata committee provides further standing instructions to the Building Manager or Strata Managing Agent concerning the management and maintenance of common property.</p> <ul style="list-style-type: none"> <li>• Quote for repairs to lot 127 paint cracking internal window</li> <li>• Air BnB and short term letting advice to be issued to committee</li> <li>• Exclusive use Garden wall by law to be included in the consolidation of the by-laws after the by-law review</li> </ul>	
<b>MOTION 12</b>	<b>NEXT MEETING</b>	That the date, time and location of the next meeting(s) of the strata committee be 17 <sup>th</sup> January 2019 @ 6:30pm	
<b>CLOSURE</b>		There being no further business the Chairperson declared the meeting closed at 9:05 PM.	



# MINUTES OF ANNUAL GENERAL MEETING

*Section 18 & Schedule 1 of Strata Schemes Management Act 2015 (NSW)*

The Owners – Strata Plan No. 76137

## **Motto Apartments**

2-14 Eve Street, Erskineville

The meeting was held on Thursday, 14 November 2019

at the Joseph Sargeant Community Centre, 60 Prospect Street, Erskineville

PRESENT:	J Thomas	Lot 4
	L Dell Donne	Lot 9
	J Belcher	Lot 16
	R Barrington	Lot 38
	R Treuer	Lot 53
	J Fieldsend	Lot 60
	S Morgan	Lots 69 & 150
	L Bousfield	Lot 70
	T Gillam	Lot 73
	M Long	Lots 76 & 92
	H Simon	Lot 85
	D Teevan	Lot 93
	D Tuckwell	Lot 96
	L Purvis	Lot 97
	A Adam	Lot 98
	R Psomadelis	Lot 112
	C Carr	Lot 117
	H Sim	Lot 120
	Y Takahashi	Lot 127
	A Peirce	Lot 128
	L Wilkinson	Lot 136
	B Farr	Lot 140
	K Andrews	Lot 143
	H Simon	Lot 149
	M Bubicic	Lot 154
	M Stephenson	Lot 162

PRESENT BY PROXY:	M Cargill (Lot 10) proxy to M Long
	J Stuart (Lot 17) proxy to R Treuer
	R Campbell & M Garcia (Lot 35) proxy to J Jasnós
	M Fleming (Lot 47) proxy to A Adams
	M Lyle (Lot 48) proxy to M Lyle
	F Blank (Lot 77) proxy to M Long
	A Arginovski (Lot 80) proxy to M Long
	M Lawler (Lot 88) proxy to S Morgan
	V Tsiakalis (Lot 109) proxy to S Morgan
	K Walker (Lots 115 & 142) proxy to C Carr
	H Sim (Lot 120) proxy to M Long
	Y Takahashi (lot 127) proxy to L Bousfield
	J Carter (Lot 132) proxy to L Bousfield
	C & E Ribarovski (Lot 145) proxy to S Morgan
	G Holland & L Rose (Lot 153) proxy to M Stephenson
	C Beckwith (Lot 157) proxy to M Stephenson

IN ATTENDANCE:	G Candi	Building Management Headquarters Pty Ltd
	J Jasnós	Strata Plus
	S Bermingham	Strata Plus

Those present determined that Joshua Jasnos chair the meeting.  
The chairperson declared a quorum.  
The meeting was declared open at 6:15pm.

## MINUTES

CONFIRMATION OF RECORDS		
MOTION 1	CHAIRPERSON & SECRETARY'S REPORT	<p>RESOLVED that the owners corporation table and accept the Chairperson's &amp; Secretary's Report.</p> <p>It was noted Ms Carr the previous secretary of the strata committee advised the emails to the old secretary email address were not "lost" and copies have been sent to Strata Plus. Mr. Gillam commented on the quality of the Report and had found it a very useful update on the important matters.</p>
MOTION 2	CONFIRMATION OF MINUTES	<p>RESOLVED that the minutes of the last general meeting of the owners corporation held 12 July 2019 be confirmed as a true and accurate record of that meeting.</p>
MOTION 3	ADOPTION OF FINANCIAL STATEMENTS	<p>(a) RESOLVED that the audited financial reports for the financial year ending 31 July 2019 be adopted.</p> <p>(b) RESOLVED that the accounting records and statements of financial information for the period ending 30 September 2019 attached be adopted.</p>
MOTION 4	OWNERS CORPORATION RECORDS	<p>RESOLVED that the owners corporation resolves to keep its books and records, including its strata roll and accounting records, electronically.</p>
CONTRACTS OF THE OWNERS CORPORATION		
MOTION 5	STRATA MANAGING AGENT TERMINATION OF CURRENT AGREEMENT & RE-APPOINTMENT	<p><b>A</b> RESOLVED that the Owners Corporation of Strata Plan No. 76137,</p> <p>(a) subject to entering into a new agreement, terminate its current agency agreement by the mutual consent with Strata Plus Pty Limited in accordance with clause 5.2 of the current agency agreement; and</p> <p>(b) continues to appoint Strata Plus Pty Ltd ABN 30 096 175 709 as Strata Managing Agent (<b>Agent</b>); and</p> <p>(c) subject to resolution of the Strata Committee delegate to the Agent all of the functions of the Owners Corporation (other than those listed in section 52(2) of the Act); and</p> <p>(d) delegate to the Agent all of the functions of:</p> <p style="padding-left: 20px;">(i) the Owners Corporation (other than those listed in section 28(3) of the Act); and</p> <p style="padding-left: 20px;">(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 is attached to this notice (<b>Agreement</b>);</p> <p>(e) the delegation to the Agent is to be subject to the conditions and limitations in the Agreement; and</p> <p>(f) the Owners Corporation execute the Agreement to give effect to this appointment and delegation; and</p> <p>(g) authority be given for the common seal of the Owners Corporation to be affixed to the Agreement by the secretary and any other member of the strata committee OR two members of the strata committee.</p> <p><b>B</b> THAT the delegations in this motion supersede all previous delegations.</p>
MOTION 6	BUILDING MANAGER & CLEANING CONTRACTOR APPOINTMENT	<p>RESOLVED that the Owners Corporation of Strata Plan No. 76137 in accordance with section 67 of the <i>Strata Schemes Management Act 2015 (NSW)</i>;</p> <p>(a) re-appoint Building Management Headquarters Pty Ltd, ABN: 14 606 592 661 as the Building Manager and as the cleaning contractors of the building for a period of 18 months.</p>

		<p>(b) delegate to the Building Manager all of the functions of the Owners Corporation (in accordance with section 70 of the Act) necessary to enable the Manager to carry out the 'duties' as defined in the written Agreement for a period of 18 months;</p> <p>(c) the delegation to the Building Manager is to be subject to the conditions and limitations in the Agreement;</p> <p>(d) the Owners Corporation execute the Agreement to give effect to this appointment and delegation; and</p> <p>(e) authority be given for the seal of the Owners Corporation of the Owners Corporation to be affixed to the Agreement by the Strata Managing Agent in or to the effect of the agreement tabled at the meeting.</p> <p>It was agreed by the owners present to continue with the current building manager and amend the proposed contract term of 12 months to 18 months.</p> <p>It was also noted the increase in building management hours from 15 hours to 25 hours per week and increase in cleaning hours from 15 to 20 hours per week. This is to deal with increase in workload being driven by a number of factors, all of which were highlighted at the meeting and include the planning and shaping of the 2020 painting and remediation program, several major unexpected leaks affecting building 2, managing quotes for anchors and the general increase in workload due to the age of the building.</p> <p>It was requested the Strata Committee obtain tenders for building management for consideration at a future General Meeting, noting there are no concerns with building manager George Candi, or his services.</p>
<b>COMMON PROPERTY RISK MANAGEMENT</b>		
<b>MOTION 7</b>	<b>CONFIRMATION OF CURRENT INSURANCES</b>	RESOLVED that the owners corporation's current insurances as detailed in the attachment to the Notice were confirmed.
<b>MOTION 8</b>	<b>INSURANCE COMMISSION</b>	<p>The owners corporation NOTED that</p> <p>(a) Strata Plus received a commission/broker fee in the sum of \$8,518.83 incl. GST when the premium was placed. This commission/broker fee is in line with the existing agency agreement and has been taken into consideration when determining the management fee for the scheme.</p> <p>(b) the strata insurance industry anticipates a 5% increase for anticipated future income based on current market conditions</p>
<b>MOTION 9</b>	<b>INSURANCE RENEWAL</b>	<p>RESOLVED that a standing authority be given to Strata Plus to renew the insurances for the scheme in accordance with current valuation.</p> <p>It was noted due to the insurance claims history, the 2020 policy has increased by approximately \$20,000.00.</p>
<b>MOTION 10</b>	<b>BUILDING VALUATION</b>	<p>THAT a valuation be obtained for insurance purposes prior to the expiration of the current policy period and that the managing agent be authorised to alter the sum insured in accordance with the updated valuation.</p> <p style="text-align: right;">Last obtained: 16 October 2018</p> <p style="text-align: right;">MOTION DEFERRED</p>
<b>MOTION 11</b>	<b>WORKERS COMPENSATION INSURANCE</b>	RESOLVED that the owners corporation confirmed that it does not employ workers, including sole traders, with annual wages exceeding \$7,500, and therefore will not require workers compensation insurance.
<b>MOTION 12</b>	<b>RECTIFICATION WORK TO COMMON PROPERTY</b>	<p>RESOLVED that the owners corporation instructed the strata committee to immediately obtain legal advice regarding building defects to:</p> <p>(a) ascertain the owners corporations time limitations with regards to notification and the lodgment of a building defects claim; and</p> <p>(b) ascertain the appropriate steps necessary for the owners corporation to pursue a building defects claim and preserve its rights; and</p> <p>(c) ascertain the parties in which the owners corporation must pursue a claim against.</p>

MOTION 13	ANNUAL FIRE SAFETY STATEMENT	<p>(a) RESOLVED that the owners corporation considered the status of the Annual Fire Safety Statement (AFSS) (if one is required for the building) and authorised the managing agent and building manager with the strata committee to make the arrangements for obtaining the next AFSS.</p> <p>(b) RESOLVED that the owners corporation authorized the following people to execute the AFSS on their behalf, in the following order:</p> <ul style="list-style-type: none"><li>a. The secretary of the scheme, then</li><li>b. Lynne Bousfield then</li><li>c. Kelvin Andrews, then</li><li>d. The managing agent</li></ul> <p>(c) Acknowledged that a fee of one hour of the director’s time will be payable by the owners corporation to the managing agent should they instruct the managing agent to sign the AFSS on their behalf.</p>																
MOTION 14	WORK, HEALTH AND SAFETY – RISK AND SAFETY REPORT	<p>RESOLVED that the owners corporation acknowledge the <i>Work Health and Safety Act 2011 and Regulations</i> and RESOLVE to:</p> <p>(a) instruct the managing agent to organise for an updated risk and safety report to be undertaken on the common property in compliance with its obligations under the Work Health and Safety Act 2011, noting the last report undertaken on 26 May 2017; and</p> <p>(b) convene a strata committee meeting to consider the recommendations of the report upon receipt.</p>																
FINANCIAL MATTERS																		
MOTION 15	TERM DEPOSITS	RESOLVED that the treasurer of the Owners Corporation be authorised by standing authority to advise the Strata Managing Agent of those amounts which may be placed on term deposit with the trust account bank.																
MOTION 16	APPOINTMENT OF AUDITOR	RESOLVED that the owners corporation appoint an auditor for the financial year ending 31 July 2020.																
BUDGET AND LEVY CONTRIBUTIONS																		
MOTION 17	ADMINISTRATIVE FUND BUDGET & LEVIES	<p>RESOLVED that the Administrative Fund Budget for the financial year commencing 1 August 2019 be adopted and that levies of \$550,000.00 including GST (\$500,000.00 excluding GST) be determined as detailed in the table below:</p> <table><thead><tr><th>Due Date</th><th>Admin Incl. GST</th></tr></thead><tbody><tr><td>1 August 2019 (already issued as per resolution of last year’s AGM)</td><td>\$134,227.50</td></tr><tr><td>1 November 2019 (already issued)</td><td>\$134,227.50</td></tr><tr><td>1 February 2020</td><td>\$140,772.50</td></tr><tr><td>1 May 2020</td><td>\$140,772.50</td></tr><tr><td><b>Total</b></td><td><b>\$550,000.00</b></td></tr></tbody></table> <p>RESOLVED that the first levy for the 1 August 2020 financial year be due and payable to the Administrative Fund in accordance with below and that this amount continues to fall due and payable on a quarterly basis until re-determined at next year’s annual general meeting:</p> <table><thead><tr><th>Due Date</th><th>Admin Incl. GST</th></tr></thead><tbody><tr><td>1 August 2020</td><td>\$137,500.00</td></tr></tbody></table>	Due Date	Admin Incl. GST	1 August 2019 (already issued as per resolution of last year’s AGM)	\$134,227.50	1 November 2019 (already issued)	\$134,227.50	1 February 2020	\$140,772.50	1 May 2020	\$140,772.50	<b>Total</b>	<b>\$550,000.00</b>	Due Date	Admin Incl. GST	1 August 2020	\$137,500.00
Due Date	Admin Incl. GST																	
1 August 2019 (already issued as per resolution of last year’s AGM)	\$134,227.50																	
1 November 2019 (already issued)	\$134,227.50																	
1 February 2020	\$140,772.50																	
1 May 2020	\$140,772.50																	
<b>Total</b>	<b>\$550,000.00</b>																	
Due Date	Admin Incl. GST																	
1 August 2020	\$137,500.00																	

MOTION 18	RESTRICTIONS ON SPENDING EXPENDITURE V BUDGET	RESOLVED that the owners corporation removed the 10% per item limitation of budget to actual expenditure.
MOTION 19	MANAGEMENT OF OUTSTANDING LEVIES	<p>RESOLVED that the owners corporation authorise, for the purpose of collecting levy contributions, interest and recovery costs:</p> <ul style="list-style-type: none"> <li>(a) the managing agent to issue reminder notices;</li> <li>(b) the managing agent to seek legal advice, the provision of legal services or the taking of legal action on behalf of the owners corporation for the purpose of recovering outstanding contributions and interest;</li> <li>(c) the strata committee to provide consent for payment plans;</li> <li>(d) the engagement of Le Page Lawyers and/or counsel for the purposes of payment plans and proceedings; and</li> <li>(e) the managing agent to instruct the solicitor and/or legal counsel in relation to the advice, services or action.</li> </ul>
<b>MAINTENANCE &amp; REPLACEMENT WORKS</b>		
MOTION 20	ONGOING MAINTENANCE & REPLACEMENT WORKS	<p>RESOLVED that the Owners Corporation consider the building remediation and painting program.</p> <p>It was noted by the Strata Committee members that a tender and interview process for a building consultant had been completed and the successful applicant was Landlay Pty Ltd. They offered a lower percentage rate to project manage the painting and remediation works projects, including compiling the scope of works and seeking tenders.</p> <p>The scope of works is still in progress and will be finalised imminently (with input from several people in the engineer and architecture sectors). The scope will be made available to owners upon submission by Landlay.</p> <p>Furthermore, the quotations for remediation and painting will also be issued to owners to review upon completion estimated to be in early 2020.</p> <p>It was also noted Dulux will give suggestions on three possible paint colour schemes that will be displayed on the building for consideration and voted on at the upcoming Extra Ordinary Meeting in 2020.</p> <p>RESOLVED that the Strata Committee set a date for the Owners Corporation for an Extraordinary General Meeting to review tenders received, to appoint the subcontractor and to review colour selection and timing.</p> <p>It was agreed a date for the Extraordinary General Meeting will be likely be held in early March 2020. Notice of the meeting including quotations and scope of works will be presented to owners three weeks prior to the meeting date.</p>
MOTION 21	BUILDING ANCHORS	<p>Pursuant to section 108 of the Strata Schemes Management Act 2015, the owners corporation SPECIALLY RESOLVED to add to common property by the installation of anchors to facilitate abseiling for painting and window cleaning and to reduce the need for scaffolding.</p> <p>It was noted the installation of anchor points will reduce costs for scaffolding during the painting and remediation works in 2020 by approx. 10-15%.</p> <p>A number of quotations have been issued to the Strata Committee and it was noted the amount for anchor points will likely be in the region of \$40,000 (to be confirmed once the two final contenders for the contract have been reviewed and negotiations completed).</p> <p><i>Note: All votes were in Favour (43 Votes cast)</i></p>
MOTION 22	RECOMMENDATIONS OF CAPITAL WORKS FUND FORECAST REPORT	RESOLVED that the recommendations of the last Capital Works (or Sinking) Fund Forecast Report prepared by QS Solutions be acknowledged, noting the attached summary from that report which details the forecasted expenditure and recommended contributions.
MOITON 23	ADDITION TO COMMON PROPERTY	Pursuant to section 108 of the Strata Schemes Management Act 2015, the owners corporation SPECIALLY RESOLVED to add to common property by the

	- INTERCOM UPGRADES	installation of intercoms in M2 and M3 noting that the intercom upgrades for M1 are in progress. These will progress immediately. <i>Note: All votes were in Favour (43 Votes cast)</i>																
MOTION 24	CAPITAL WORKS FUND BUDGET & LEVIES	<p>RESOLVED that the Capital Works Fund Budget for the financial year commencing 1 August 2019 be adopted and that levies of \$242,000.00 including GST (\$220,000.00 excluding GST) be determined as detailed in the table below:</p> <table><thead><tr><th>Due Date</th><th>Capital Works Incl. GST</th></tr></thead><tbody><tr><td>1 August 2019 (already issued as per resolution of last year’s AGM)</td><td>\$55,275.00</td></tr><tr><td>1 November 2019 (already issued)</td><td>\$55,275.00</td></tr><tr><td>1 February 2020</td><td>\$65,725.00</td></tr><tr><td>1 May 2020</td><td>\$65,725.00</td></tr><tr><td><b>Total</b></td><td><b>\$242,000.00</b></td></tr></tbody></table> <p>RESOLVED that the first levy for the 1 August 2020 financial year be due and payable to the Capital Works Fund in accordance with below and that this amount continues to fall due and payable on a quarterly basis until re-determined at next year’s annual general meeting:</p> <table><thead><tr><th>Due Date</th><th>Capital Works Incl. GST</th></tr></thead><tbody><tr><td>1 August 2020</td><td>\$60,500.00</td></tr></tbody></table>	Due Date	Capital Works Incl. GST	1 August 2019 (already issued as per resolution of last year’s AGM)	\$55,275.00	1 November 2019 (already issued)	\$55,275.00	1 February 2020	\$65,725.00	1 May 2020	\$65,725.00	<b>Total</b>	<b>\$242,000.00</b>	Due Date	Capital Works Incl. GST	1 August 2020	\$60,500.00
Due Date	Capital Works Incl. GST																	
1 August 2019 (already issued as per resolution of last year’s AGM)	\$55,275.00																	
1 November 2019 (already issued)	\$55,275.00																	
1 February 2020	\$65,725.00																	
1 May 2020	\$65,725.00																	
<b>Total</b>	<b>\$242,000.00</b>																	
Due Date	Capital Works Incl. GST																	
1 August 2020	\$60,500.00																	
OWNERS CORPORATION GOVERNANCE																		
MOTION 25	STRATA COMMITTEE NOMINATION AND NUMBERS	<p>(a) RESOLVED that the following nominations were received given that consent was confirmed:</p> <p>Sarah Morgan lot 69 and Lot 150 self nominated</p> <p>Lynne Bousfield lot 70 self nominated</p> <p>Michael Lawler lot 88 self nominated</p> <p>Morgan Long lot 92 self nominated</p> <p>Linda Purvis lot 97 self nominated</p> <p>Andrew Adam lot 98 nominated by W Wallace lot 98</p> <p>Kelvin Andrews lot 143 self nominated</p> <p>(b) RESOLVED that the chairperson closed the nominations.</p> <p>(c) RESOLVED that the number of strata committee members be determined at seven (7).</p>																
MOTION 26	STRATA COMMITTEE ELECTION	RESOLVED that given the number of nominations equals the number of members decided upon, then those members were duly elected.																
MOTION 27	RESTRICTIONS OVER THE STRATA COMMITTEE	RESOLVED that no matters are to be restricted matters. All matters relative to the management of the strata scheme are to be in accordance with the current provisions of the <i>Strata Schemes Management Act 2015 (NSW)</i> and/or future amendments.																
BY-LAW REVIEW																		
MOTION 28	AMENDMENT OF BY-LAWS	<p>The Owners Strata Plan No. 76137 <i>SPECIALLY RESOLVED</i> pursuant to section 141 of the Strata Schemes Management Act, 2015 (NSW) amend its By-Laws to adopt the change marked up in the annexure attached to the notice of meeting to adopt:</p> <p>28.1 RESOLVED Proposed by-law 3.5 (Unaccompanied children on common property) – 5 against</p>																

		<p>28.2 RESOLVED Proposed amended by-law 7.5 (Parking on common property) – 0 against</p> <p>28.3 RESOLVED Proposed by-law 7A (Parking agreements with the City) – 7 against</p> <p>28.4 RESOLVED Alternative A of proposed by-law 12A (Electric vehicle charging - Individual owners install charging in their car bays) – 0 against</p> <p>28.5 DEFEATED Alternative B of proposed by-law 12A (Electric vehicle charging - Charging available in a common property car bay) – 17 against</p> <p>28.6 RESOLVED Proposed by-law 17.1(g) (Pool access) – 0 against</p> <p>28.7 RESOLVED Proposed by-law 17.1(h) (Breakable items in pool area) – 6 against</p> <p>28.8 RESOLVED First sentence of proposed by-law 17.1(i) (Pool opening times) – 6 against</p> <p>28.9 DEFEATED Second sentence of proposed by-law 17.1(i) (Calling security and charging back to Lot) – 32 against</p> <p>28.10 RESOLVED Alternative A of proposed by-law 3.4 (Smoke penetration to lots – Tobacco and other smoking) – 3 against</p> <p>28.11 DEFEATED Alternative B of proposed by-law 3.4 (Extension of the prohibition on smoke penetration to smoke from non-gas BBQs, firepits and chimeneas) – 17 against</p> <p>28.12 RESOLVED Proposed by-laws 5.5 to 5.7 (Notifying of a change of use) – 0 against</p> <p>28.13 RESOLVED Proposed by law 5.8 (Short term letting) – 6 against</p> <p>28.14 DEFEATED Proposed by-laws 7.5 to 7.8 (Installing locks, safety devices, fly screens without consent) – 14 against</p> <p>28.15 RESOLVED Proposed by-laws 11.5 (Directions on waste disposal from the Owners Corporation and the City) – 0 against</p> <p>28.16 RESOLVED Proposed new by-law 11.7 (Prohibiting flushing nappies or non-flushable wipes down toilets) – 0 against</p> <p>28.17 DEFEATED Proposed by-law 13.4(c) (Multiple birds) – 15 against</p> <p>28.18 DEFEATED Proposed by-law 13.4(d) (Bees) – 21 against</p> <p>28.19 DEFEATED Proposed by-law 13.5 (Bird enclosures on balconies and external terraces) – 18 against</p> <p>28.20 RESOLVED Proposed by-law 13.6 (Animals on common property) – 3 against</p> <p>28.21 RESOLVED Proposed by-law 13.1 (Pet applications) – 9 against</p> <p>28.22 RESOLVED Proposed by-law 13.3 (Proof of entitlement to keep an assistance animal) – 9 against</p> <p>28.23 RESOLVED Proposed by-law 2.1 (Electronic voting on applications to the Strata Committee) – 2 against</p> <p>28.24 RESOLVED Proposed by-law 14.1 (Allowing the Strata Committee to make rules to govern common property) – 4 against</p> <p>28.25 DEFEATED Remove by-law 8(b) (Removing the ability of the Owners Corporation to decide not clean inaccessible windows on lot boundaries) – 17 against</p> <p><b>Note:</b> Due to the complexity of the voting process, a ballot vote was undertaken to determine the outcome of each bylaw proposed. It was noted that there was a total of 43 votes cast for the above motions with the 'against' votes noted for reference.</p>
--	--	--



MOTION 29	BY-LAWS	<p>The Owners Strata Plan No. 76137 <i>SPECIALLY RESOLVED</i> pursuant to section 141 of the Strata Schemes Management Act, 2015 (NSW) amend its By-Laws to adopt the change marked up in the annexure attached to the notice of meeting:</p> <p>(a) in by-law 1.1:</p> <p>(i) to amend the definitions of ‘Development Act’, ‘Exclusive Use By-law’, ‘Management Act’ and ‘Managing Agent’</p> <p>(ii) to delete the definitions of ‘Display Apartment’ and ‘Executive Committee’ and</p> <p>(iii) add the definition of ‘Strata Committee’</p> <p>(b) throughout the by-laws, to replace ‘Executive Committee’ with ‘Strata Committee’</p> <p>(c) in by-law 7.3, to replace ‘s62 of the Management Act’ with ‘section 106 of the Management Act’ and</p> <p>(d) delete by-law 28 (Display Apartment).</p> <p><i>Note: All votes were in Favour (43 Votes cast)</i></p>
MOTION 30	REPLACEMENT OF BY-LAWS	RESOLVED that the Secretary or their delegate prepare a consolidated copy of the by-laws to incorporate the outcome of the forgoing motions.
<b>NASSAU LANE DEDICATION</b>		
MOTION 31	UPDATE ON NASSAU LANE DEDICATION	<p>RESOLVED that the Owners Corporation consider the Nassau Lane dedication.</p> <p>It is noted the Owners Corporation engaged Barrister Heather Irish in 2018.</p> <p><i>Ms Irish recommended Grace Lawyers inspect the City’s file. This extended process took from April to October. In October, Ms Irish noted that the City’s internal experts had suggested that, since the southern wall was stable, a solution might be to beautify the wall (leaving the posts in place) and to accept the dedication of the road. We instructed Grace Lawyers to point this out to the City and to seek an opportunity to discuss the matter with it again. Despite our request to be present to present our case, City officers met on 31 October and as no outcome was determined decided to meet again. We await the outcome of this meeting.</i></p> <p>Furthermore it was discussed the Strata Committee to consider obtaining quotations for the wall’s renovation to establish the potential costs.</p>
<b>OTHER BUSINESS</b>		
MOTION 32	NASSAU LANE SHORTCUT	<p>RESOLVED that the Owners Corporation consider the Nassau Lane shortcut and issue further instructions.</p> <p>It is noted a lengthy discussion regarding the wording and decision at the 2018 AGM in regard to the consideration for creating a possible thoroughfare opening access point in the dividing wall between Hadfield Street and Nassau Lane to be aligned with the footpath.</p> <p><i>In January 2019, the Committee engaged its planner, Daniel Barber, to advise on a suitable solution. Mr Barber drafted a letter to the Council, submitted in May 2019. Council provided an informal response in July 2019, advising they had no objections, since the eastern wall is Motto’s property. However, Council would not put this advice in writing. Mr Barber could not, however, advise on design or accessibility issues and recommended the Committee engage an access consultant and obtain a WHS report.</i></p> <p><i>The Committee investigated a solution that would be compliant with:</i></p> <ul style="list-style-type: none"> <li><i>The Building Code, to minimise the risk of injury and litigation, since we would now be encouraging pedestrians to take this route, and</i></li> <li><i>Motto’s obligations under the Disability Discrimination Act, which requires us to provide access equitably if we are to provide access to anyone.</i></li> </ul>



		<p><i>The Committee had difficulty finding an expert. Of those we approached, none could assist. Ultimately, the Committee instructed Abe Consulting who did not consider there was a feasible short cut, as:</i></p> <ul style="list-style-type: none"> <li>• <i>The only accessible approach to the wall was the footpath on the northern side of Nassau Lane.</i></li> <li>• <i>The solution would therefore be:</i> <ul style="list-style-type: none"> <li>○ <i>to cut through the wall in alignment with the footpath and</i></li> <li>○ <i>to join the footpath and cut through either by continuing the footpath or by installing a pair of ramps.</i></li> </ul> </li> <li>• <i>Extending the footpath or installing ramps would interrupt the vehicle turning circle at the end of Nassau Lane. It is a condition of our Development Consent that we retain this turning circle until we dedicate Nassau Lane and the eastern wall is demolished.</i></li> </ul> <p><i>The report also concludes that the short cut would be temporary in nature, as the entire wall would be removed upon the joining of Nassau Lane and Hadfield Street, following dedication.</i></p> <p>It was agreed by the owners present the matter should be deferred to the EGM. However, there was strong support not to proceed with doing anything with this wall due to the fact the wall will be demolished to join Hadfield Street and that Motto has never experienced any issues as a result of the wall.</p> <p>Furthermore, it was noted that as almost \$5,000 had been spent on consultants and experts' reports the majority of owners present were strongly opposed to spending any more money on this proposal.</p>
<b>MOTION 33</b>	<b>ENCLOSURE OF MOTTO GROUNDS</b>	<p>DEFEATED that the strata committee review and evaluate the enclosure of Motto grounds</p> <p>(a) To fully evaluate the solution - seek high level estimates / quotes</p> <p>(b) Understand the costs for future consideration of the owners</p> <p>(c) SC to approve a request for a fee proposal from a planner to take this to City of Sydney for a preliminary discussion on the owners behalf.</p> <p>The fee proposal could include</p> <p>a) Planner Motto site visit with the subcommittee</p> <p>b) Planner review of Motto development consent (to understand any restrictions)</p> <p>c) Planner Meeting with City of Sydney with our rough plans and briefing note</p> <p>d) Planner to provide a report / feedback on the way forward / next steps</p> <p>The following was noted:</p> <p>+ It was agreed by the owners present the enclosure of Motto is not a priority and no further investigation will occur until after the larger projects are completed. Motto does not have the budget or the human resources to enter into investigating this issue.</p>
<b>CLOSURE</b>		<p>There being no further business the chairperson declared the meeting closed at 8:15pm.</p>

# MINUTES OF STRATA COMMITTEE MEETING

*Sections 39, 40, 263 & Schedule 2 of Strata Schemes Management Act 2015 (NSW)*

The Owners – Strata Plan No. 76137

## **Motto Apartments**

2-14 Eve Street, Erskineville

The meeting was held immediately after the Annual General Meeting  
on Thursday, 14 November 2019  
at the Joseph Sargeant Community Centre, 60 Prospect Street, Erskineville

PRESENT:

S Morgan	Lot 69
L Bousfield	Lot 70
M Long	Lot 92
L Purvis	Lot 97
A Adam	Lot 98

APOLOGISES:

M Lawler	Lot 88
----------	--------

IN ATTENDANCE:

G Candi	Building Management Headquarters Pty Ltd
J Jasnos	Strata Plus

Those present determined that Joshua Jasnos chair the meeting.  
The chairperson declared a quorum

## **MINUTES**

MOTION	ACTING MEMBERS	
		RESOLVED that pursuant to Section 34 of the <i>Strata Schemes Management Act 2015</i> (NSW), the strata committee receive and accept the appointment of any acting members of the strata committee for the purpose of this and/or any future meetings of the strata committee.
MOTION 1	CONFIRMATION OF MINUTES	RESOLVED that the minutes of the last committee meeting held 15 October 2019 be confirmed as a true and accurate record of that meeting.
MOTION 2	ELECTION OF OFFICE BEARERS	RESOLVED that the following office bearers be appointed.  Chairperson: Lynne Bousfield  Secretary: Sarah Morgan  Treasurer: Kelvin Andrews
MOTION 3	PECUNIARY INTEREST	The strata committee received a disclosure of pecuniary interest from A Adam of lot 98. It was noted that A Adam is employed by QBE who are the underwriter for CHU, the building's insurer.
MOTION 4	ELECTRONIC SERVICE OF INSURANCE INFORMATION	RESOLVED that the strata committee would accept all insurance and product disclosure information via email with the Strata Managing Agent to be the designated contact for the service of insurance information.
MOTION 5	TERM DEPOSITS	RESOLVED that the treasurer be authorised by standing authority to advise the managing agent of those amounts which may be placed on term deposit with the trust account bank.
MOTION 6	CODE OF CONDUCT	RESOLVED that the attached Code of Conduct be confirmed.
MOTION 7	BY-LAW COMPLIANCE	RESOLVED that matters of non-compliance with the by-laws be considered and instructions issued accordingly. Nil

<b>MOTION 8</b>	<b>BUILDING MANAGER'S REPORT</b>	DEFERRED that the Building Managers Report be tabled and reviewed, and further instruction provided relating to this report and/or the common property.
<b>MOTION 9</b>	<b>APPLICATIONS &amp; APPROVALS</b>	RESOLVED that any applications submitted be considered and, if appropriate, approved. <ul style="list-style-type: none"><li>• Lot 51 – Courtyard works – this application has been approved</li></ul>
<b>MOTION 10</b>	<b>STANDING INSTRUCTIONS</b>	RESOLVED that the strata committee provides further standing instructions to the Building Manager or Strata Managing Agent concerning the management and maintenance of common property. The following was noted: <ul style="list-style-type: none"><li>+ Investigations to the garbage bin holding room be further actioned.</li><li>+ A work order for balcony repairs has been issued for #2501 noting the large scale remediation works to replace the waterproofing by JBuild to commence in early 2020.</li><li>+ Building manager to provide contract for execution at the next committee meeting with increased term of 18 months.</li></ul>
<b>MOTION 11</b>	<b>NEXT MEETING</b>	RESOLVED that the next strata committee meeting will be held Thursday, 12 December 2019 at 6:30pm at the Joseph Sargeant Community Centre, 60 Prospect Street, Erskineville (pending availability).
<b>CLOSURE</b>		There being no further business the chairperson declared the meeting closed at 8:50pm.

# MINUTES OF ANNUAL GENERAL MEETING

*Section 18 & Schedule 1 of Strata Schemes Management Act 2015 (NSW)*

The Owners – Strata Plan No. 76137

## **Motto Apartments**

2-14 Eve Street, Erskineville

The meeting was held on Wednesday, 4 November 2020

Via Zoom (Video Conference)

PRESENT:	J Thomas	Lot 4
	L & A Delle Donne	Lot 9
	M Cargill	Lot 10
	J Belcher	Lot 16
	M Santoro	Lot 45
	M Fleming	Lot 47
	K Frost & M Almodovar	Lot 52
	J Fieldsend	Lot 60
	S Morgan	Lots 69 & 150
	L Bousfield	Lot 70
	T Gillam	Lot 73
	M Long	Lots 76 & 92
	D & L Mooney	Lot 93
	A Adam & W Wallace	Lot 98
	B Bowers & J Reid	Lot 111
	D Matheson & T Wellington	Lot 118
	S Hasouros	Lot 119
	R & J Liebmman	Lot 123
	A Dawn	Lot 125
	J Carter	Lot 132
	L Wilkinson	Lot 136
	J Evans & G Scott	Lot 140
	K Andrews	Lot 143
	A Spicer	Lot 153
	R Burgess & T Robinson	Lot 155

APOLOGIES:	M Lawler	Lot 88
	L Purvis	Lot 97

PRESENT BY PROXY:	M Farrow (Lot 2) proxy to A Adam
	J Stuart (Lot 17) proxy to P Hartman
	R Campbell & M Garcia (Lot 35) proxy to J Jasnos
	M Lyle (Lot 48) proxy to A Adam
	F Blank (Lot 77) proxy to M Long
	A Arginovski (Lot 80) proxy to M Long
	H Simon (Lot 85 & 149) proxy to S Morgan
	M Lawler (Lot 88) proxy to S Morgan
	D Tuckwell (Lot 96) proxy to M Long
	L Purvis (Lot 97) proxy to A Adam
	V Tsiakalis (Lot 109) proxy to S Morgan
	Y Takahashi (Lot 127) proxy to L Bousfield
	L Jones (Lot 144) proxy to K Andrews
	C & E Ribarovski (Lot 145) proxy to S Morgan
	C Beckwith (Lot 157) proxy to S Morgan

IN ATTENDANCE:

S Querin	Que Consulting
G Candi	Building Management Headquarters Pty Ltd
P Rabbe	
J Jasnos	Strata Plus

Those present determined that Joshua Jasnos chair the meeting.

The chairperson declared that those present constituted a quorum the meeting was declared open at 5:40pm.

## MINUTES

CONFIRMATION OF RECORDS														
MOTION 1	OFFICE BEARERS REPORT	RESOLVED that the owners corporation table and accept the Office Bearer’s report attached to the notice of meeting.												
MOTION 2	CONFIRMATION OF MINUTES	RESOLVED that the minutes of the last general meeting of the owners corporation held 28 May 2020 be confirmed as a true and accurate record of that meeting.												
MOTION 3	ADOPTION OF FINANCIAL STATEMENTS	(a) RESOLVED that the audited financial reports for the financial year ending 31 July 2020 be adopted. (b) RESOLVED that the accounting records and statements of financial information for the period ending 30 September 2020 be adopted.												
MOTION 4	OWNERS CORPORATION RECORDS	RESOLVED that the owners corporation keep its books and records, including its strata roll and accounting records, electronically.												
MAINTENANCE AND REPLACEMENT WORKS														
MOTION 5	ONGOING REMEDIATION AND PAINTING PROGRAM	RESOLVED that the Strata Committee update the owners on progress of the project and: <ul style="list-style-type: none"><li>RESOLVED that the Owners Corporation resolve the decision to repaint building M4 in the Pepper Colour Scheme.</li></ul> The following was noted: <ul style="list-style-type: none"><li>+ Estimation of completion of project 4 weeks</li></ul>												
MOTION 6	CAPITAL WORKS FUND FORECAST	The owners corporation resolved to complete a Capital Works Fund Forecast in 2021 following completion of the remediation/painting program.												
BUDGET AND LEVY CONTRIBUTIONS														
MOTION 7	ADMINISTRATIVE FUND BUDGET AND LEVIES	<p>RESOLVED that the Administrative Fund Budget for the financial year commencing 1 August 2020 be adopted and that levies of \$539,000.00 including GST (\$490,000.00 excluding GST) be determined as detailed in the table below:</p> <table><tr><th>Due Date</th><th>Admin Incl. GST</th></tr><tr><td>1 August 2020 (already issued as per resolution of last year’s AGM)</td><td>\$137,500.00</td></tr><tr><td>1 November 2020 (already issued)</td><td>\$137,500.00</td></tr><tr><td>1 February 2021</td><td>\$132,000.00</td></tr><tr><td>1 May 2021</td><td>\$132,000.00</td></tr><tr><td>Total</td><td>\$539,000,00</td></tr></table> <p>RESOLVED that the first levy for the 1 August 2021 financial year be due and payable to the Administrative Fund in accordance with below and that this amount continues to fall due and payable on a quarterly basis until re-determined at next year’s annual general meeting:</p>	Due Date	Admin Incl. GST	1 August 2020 (already issued as per resolution of last year’s AGM)	\$137,500.00	1 November 2020 (already issued)	\$137,500.00	1 February 2021	\$132,000.00	1 May 2021	\$132,000.00	Total	\$539,000,00
Due Date	Admin Incl. GST													
1 August 2020 (already issued as per resolution of last year’s AGM)	\$137,500.00													
1 November 2020 (already issued)	\$137,500.00													
1 February 2021	\$132,000.00													
1 May 2021	\$132,000.00													
Total	\$539,000,00													

		<table><tr><th>Due Date</th><th>Admin Incl. GST</th></tr><tr><td>1 August 2021</td><td>\$134,750.00</td></tr></table>	Due Date	Admin Incl. GST	1 August 2021	\$134,750.00												
Due Date	Admin Incl. GST																	
1 August 2021	\$134,750.00																	
MOTION 8	CAPITAL WORKS FUND BUDGET AND LEVIES	<p>RESOLVED that the Capital Works Fund Budget for the financial year commencing 1 August 2020 be adopted and that levies of \$385,000.00 including GST (\$350,000.00 excluding GST) be determined as detailed in the table below:</p> <table><tr><th>Due Date</th><th>Capital Works Incl. GST</th></tr><tr><td>1 August 2020 (already issued as per resolution of last year’s AGM)</td><td>\$60,500.00</td></tr><tr><td>1 November 2020 (already issued)</td><td>\$60,500.00</td></tr><tr><td>1 February 2021</td><td>\$132,000.00</td></tr><tr><td>1 May 2021</td><td>\$132,000.00</td></tr><tr><td>Total</td><td>\$385,000.00</td></tr></table> <p>RESOLVED that the first levy for the 1 August 2021 financial year be due and payable to the Capital Works Fund in accordance with below and that this amount continues to fall due and payable on a quarterly basis until re-determined at next year’s annual general meeting:</p> <table><tr><th>Due Date</th><th>Capital Works Incl. GST</th></tr><tr><td>1 August 2021</td><td>\$96,250.00</td></tr></table>	Due Date	Capital Works Incl. GST	1 August 2020 (already issued as per resolution of last year’s AGM)	\$60,500.00	1 November 2020 (already issued)	\$60,500.00	1 February 2021	\$132,000.00	1 May 2021	\$132,000.00	Total	\$385,000.00	Due Date	Capital Works Incl. GST	1 August 2021	\$96,250.00
Due Date	Capital Works Incl. GST																	
1 August 2020 (already issued as per resolution of last year’s AGM)	\$60,500.00																	
1 November 2020 (already issued)	\$60,500.00																	
1 February 2021	\$132,000.00																	
1 May 2021	\$132,000.00																	
Total	\$385,000.00																	
Due Date	Capital Works Incl. GST																	
1 August 2021	\$96,250.00																	
MOTION 9	MANAGEMENT OF OUTSTANDING LEVIES	<p>RESOLVED that the owners corporation authorise, for the purpose of collecting levy contributions, interest and recovery costs:</p> <ul style="list-style-type: none"><li>(a) the managing agent to issue reminder notices</li><li>(b) the managing agent to seek legal advice, the provision of legal services or the taking of legal action on behalf of the owners corporation for the purpose of recovering outstanding contributions and interest;</li><li>(c) the strata committee to provide consent for payment plans;</li><li>(d) the engagement of lawyers or counsel for the purposes of payment plans and proceedings; and</li><li>(e) the managing agent to instruct the solicitor and/or legal counsel in relation to the advice, services or action.</li></ul>																
COMMON PROPERTY MANAGEMENT																		
MOTION 10	MANAGEMENT OF MOTTO PUBLIC ACCESS AREAS	<p>(a) RESOLVED that the Strata Committee provide owners with an overview of the range of problems and costs associated with open public access.</p> <p>(b) RESOLVED that the owners receive the findings of an initial review of the options to modify the open public access to Motto from Steve Querin, Director/Town Planner at Que Consulting.</p> <p>Key findings include:</p> <ul style="list-style-type: none"><li>• new planning controls in place do not require open access, compared to when Motto was constructed;</li><li>• if Motto was constructed now, public access to the internal courtyard would not be permitted and current security arrangements inappropriate;</li><li>• to remove public access Council will likely require a new DA</li></ul>																

		<p>(c) RESOLVED that the owners hear from two resident architects on ways in which changes to open public access can be achieved.</p> <p>Noting:</p> <ul style="list-style-type: none"> <li>the Floor Space Ratio (FSR) that supported the need for open access has changed from the time when Motto was first approved in 2002; Councils area plans from 2012 no longer nominate through site links for Motto</li> <li>The common area grounds can be transformed to a private garden for Motto residents, with aesthetically pleasing fencing hidden with plants and landscaping and with provision for a dog friendly space for the use of Motto resident dogs.</li> </ul> <p>(d) RESOLVED that the Strata Committee further explore the cost of such options for future consideration by owners.</p> <p>RESOLVED that an initial case is taken to City of Sydney for a preliminary discussion on the owners' behalf, including a meeting led by the town planner to provide a report / feedback on the way forward / next step.</p>
<b>MOTION 11</b>	<b>CONFIRMATION OF CURRENT INSURANCES</b>	RESOLVED that the owners corporation's current insurances as detailed in the attachment to the Notice were confirmed.
<b>MOTION 12</b>	<b>INSURANCE COMMISSION</b>	<p>The owners corporation NOTED that:</p> <p>(a) The appointed Strata Manager receive a commission/broker fee when the premium is placed. This commission/broker fee is in line with the existing agency agreement and has been taken into consideration when determining the management fee for the scheme.</p> <p>(b) The strata insurance industry anticipates a 5% increase for anticipated future income based on current market conditions</p>
<b>MOTION 13</b>	<b>INSURANCE RENEWAL</b>	RESOLVED that a standing authority be given to the Strata Manager to renew the insurances for the scheme in accordance with current valuation (subject to the decision to the next motion).
<b>MOTION 14</b>	<b>BUILDING VALUATION</b>	<p>RESOLVED that a valuation be obtained for insurance purposes following completion of current rectification works program and that the managing agent be authorised to alter the sum insured in accordance with the updated valuation.</p> <p><i>Note: Last obtained: 16 October 2018.</i></p>
<b>MOTION 15</b>	<b>WORKERS COMPENSATION INSURANCE</b>	RESOLVED that the owners corporation confirmed that it does not employ workers, including sole traders, with annual wages exceeding \$7,500, and therefore will not require workers compensation insurance.
<b>MOTION 16</b>	<b>RECTIFICATION WORK TO COMMON PROPERTY</b>	<p>RESOLVED that the owners corporation consider the following as possible defect and rectification works required to common property, and authorised the strata committee to engage relevant building experts to inspect the property and provide a report.</p> <p>No immediate works are identified beyond the current remediation project.</p>
<b>MOTION 17</b>	<b>ANNUAL FIRE SAFETY STATEMENT</b>	<p>(a) RESOLVED that the owners corporation considered the status of the Annual Fire Safety Statement (AFSS) (if one is required for the building) and authorised the managing agent and building manager with the strata committee to make the arrangements for obtaining the next AFSS.</p> <p>(b) RESOLVED that the owners corporation authorized the following people to execute the AFSS on their behalf, in the following order:</p> <ol style="list-style-type: none"> <li>The secretary of the scheme, then</li> <li>Lynne Bousfield then</li> <li>Kelvin Andrews, then</li> <li>The managing agent</li> </ol>

		(c) Acknowledged that a fee of one hour of the director's time will be payable by the owners corporation to the managing agent should they instruct the managing agent to sign the AFSS on their behalf.
<b>MOTION 18</b>	<b>WORK, HEALTH AND SAFETY – RISK AND SAFETY REPORT</b>	<p>RESOLVED that the owners corporation acknowledge the <i>Work Health and Safety Act 2011 and Regulations</i> and RESOLVE to:</p> <p>(a) instruct the managing agent to organise for an updated risk and safety report to be undertaken on the common property in compliance with its obligations under the Work Health and Safety Act 2011, noting the last report undertaken on 26 May 2017; and</p> <p>(b) convene a strata committee meeting to consider the recommendations of the report upon receipt.</p>
<b>CONTRACTS OF THE OWNERS CORPORATION</b>		
<b>MOTION 19</b>	<b>VODAFONE CONTRACT</b>	The owners considered and RESOLVED to accept the Vodafone mobile base station installation on common property (M1 roof) as per the designs and the provided Vodafone contract terms, subject to legal review of the contract.
<b>MOTION 20</b>	<b>STRATA MANAGING AGENT TERMINATION OF CURRENT AGREEMENT</b>	<p>RESOLVED that SP76137 - 2-8 Eve Street Erskineville NSW 2043 terminate the appointment of Strata Plus Pty Limited as 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 52 of the Strata Schemes Management Act 2015.</p> <p>RESOLVED that the termination and revocation have effect from 14<sup>th</sup> November 2020.</p>
<b>MOTION 21</b>	<b>APPOINTMENT OF DYNAMIC PROPERTY SERVICES STRATA MANAGING AGENT</b>	<p>RESOLVED that pursuant to section 49 of the Strata Schemes Management Act 2015 that Dynamic Property Services (herein called "the agent") be appointed as managing agent of SP76137 – 2-8 Eve Street Erskineville NSW 2043 for a term of three (3) years from 15<sup>th</sup> November 2020 based on the management fee of \$28,512.00 pa (GST inclusive);</p> <p>RESOLVED that the owners corporation delegate to the agent all of the functions of:</p> <ul style="list-style-type: none"> <li>(i) the owners corporation (other than those listed in section 52(2) of the Strata Schemes Management Act 2015); and</li> <li>(ii) its chairperson, treasurer, secretary, and strata committee</li> </ul> <p>necessary to enable the Agent to carry out the '<i>agreed services</i>' and the '<i>additional services</i>' as defined in and subject to the conditions and limitations in the Agency Agreement.</p> <p>RESOLVED that the agency agreement attached to this agenda and tabled at this meeting be signed by two persons nominated by the owners corporation (being owners of lots or members of the strata committee) which incorporates instruments appointing the Agent and delegating all the powers, authorities, duties and functions referred to therein.</p> <p>RESOLVED that the agent be authorised and empowered to notify all tradespeople and service providers to the owners corporation to direct all accounts, correspondence, service of minute of delegated function by managing agent and enquires concerning the owners corporation to Dynamic Property Services, Locked bag 22, Haymarket NSW 1238 and that the agent be further authorised to complete and sign any require documentation to affect such changes.</p> <p>RESOLVED that the address for service of notices on the owners corporation be changed to care of Dynamic Property Services, Locked bag 22, Haymarket NSW 1238 the appropriate notices under section 262 of the Strata Schemes Management Act 2015 be completed, executed and lodged for registration in the Land Titles Office to record the change of address for service of notices and the</p>



		common seal of the owners corporation be affixed pursuant to section 273 of the Strata Schemes Management Act 2015.
<b>FINANCIAL MATTERS</b>		
<b>MOTION 22</b>	<b>TERM DEPOSITS</b>	RESOLVED that the treasurer of the Owners Corporation be authorised by standing authority to advise the Strata Managing Agent of those amounts which may be placed on term deposit with the trust account bank.
<b>MOTION 23</b>	<b>APPOINTMENT OF AUDITOR</b>	RESOLVED that the owners corporation appoint an auditor for the financial year ending 31 July 2021.
<b>OWNERS CORPORATION GOVERNANCE</b>		
<b>MOTION 24</b>	<b>STRATA COMMITTEE NOMINATION AND NUMBERS</b>	<p>(a) RESOLVED that the following nominations were received given that consent was confirmed:</p> <ul style="list-style-type: none"> <li>+ Sarah Morgan of Lot 69 volunteered to stand for election to the strata committee</li> <li>+ Lynne Bousfield of Lot 70 volunteered to stand for election to the strata committee</li> <li>+ Morgan Long of Lot 92 volunteered to stand for election to the strata committee</li> <li>+ The lot owner of 98 nominate Andrew Adam of Lot 98 to stand for election to the strata committee</li> <li>+ Kelvin Andrews of Lot 143 volunteered to stand for election to the strata committee</li> <li>+ Aaron Spicer of Lot 153 volunteered to stand for election to the strata committee</li> </ul> <p>(b) RESOLVED that the chairperson closed the nominations.</p> <p>(c) RESOLVED that the number of strata committee members be determined at six (6)</p>
<b>MOTION 25</b>	<b>STRATA COMMITTEE ELECTION</b>	RESOLVED that given the number of nominations equals the number of members decided upon, then those members were duly elected.
<b>MOTION 26</b>	<b>RESTRICTIONS ON SPENDING EXPENDITURE V BUDGET</b>	RESOLVED that the owners corporation removed the 10% per item limitation of budget to actual expenditure.
<b>UPDATE ON NASSAU LANE DEDICATION</b>		
<b>MOTION 27</b>	<b>UPDATE OF NASSAU LANE DEDICATION</b>	<p>RESOLVED that the owners receive the updated information regarding the ongoing process of dedication including:</p> <ul style="list-style-type: none"> <li>+ Direct representation to Council was made by the Strata Committee;</li> <li>+ Council have now advised of an undertaking to accept dedication once Motto submits a new subdivision application as our 2008 application is outdated;</li> <li>+ Responsibility to maintain the northern face of the Nassau Lane wall will reside with the Motto Owners Corporation;</li> <li>+ Prior to making this new application the Strata Committee have approached Council in regard to the subdivision and with traffic flow concerns that will impact on both Motto and the adjoining complex, GLO;</li> <li>+ Collaboration has been sought with GLO;</li> <li>+ The Strata Committee are awaiting a response from Council.</li> </ul>
<b>BY-LAW REVIEW</b>		
<b>MOTION 28</b>	<b>BYLAW REVIEW</b>	RESOLVED that the owners as part of the transitioning to a new strata managing agency, undertake a bylaw review and raise any revisions at a future EGM.
<b>CLOSURE</b>		There being no further business the chairperson declared the meeting closed at 7:40pm.

# MINUTES OF STRATA COMMITTEE MEETING

*Sections 39, 40, 263 & Schedule 2 of Strata Schemes Management Act 2015 (NSW)*

The Owners – Strata Plan No. 76137

**Motto Apartments** -2-14 Eve Street, Erskineville

The meeting was held immediately after the Annual General Meeting  
on Wednesday, 4 November 2020 via Zoom (Video Conference)

PRESENT:

S Morgan	Lot 69
L Bousfield	Lot 70
M Long	Lot 92
A Adam	Lot 98
K Andrews	Lot 143
A Spicer	Lot 153

IN ATTENDANCE:

G Candi	Building Management Headquarters Pty Ltd
J Jasnos	Strata Plus

Those present determined that Joshua Jasnos chair the meeting.  
The chairperson declared a quorum

## MINUTES

MOTION	ACTING MEMBERS	THAT pursuant to Section 34 of the <i>Strata Schemes Management Act 2015 (NSW)</i> , the strata committee receive and accept the appointment of any acting members of the strata committee for the purpose of this and/or any future meetings of the strata committee.  <b>MOTION WITHDRAWN</b>  <i>Note: As no acting members were appointed the motion was withdrawn.</i>
MOTION 1	CONFIRMATION OF MINUTES	RESOLVED that the minutes of the last committee meeting held 1 September 2020 be confirmed as a true and accurate record of that meeting.
MOTION 2	ELECTION OF OFFICE BEARERS	RESOLVED that the following office bearers be appointed.  Chairperson: Lynne Bousfield  Secretary: Sarah Morgan  Treasurer: Kelvin Andrews
MOTION 3	PECUNIARY INTEREST	The strata committee received a disclosure of pecuniary interest from A Adam of lot 98. It was noted that A Adam is employed by QBE who are the underwriter for CHU, the building's insurer.
MOTION 4	ELECTRONIC SERVICE OF INSURANCE INFORMATION	RESOLVED that the strata committee would accept all insurance and product disclosure information via email with the Strata Managing Agent to be the designated contact for the service of insurance information.
MOTION 5	TERM DEPOSITS	RESOLVED that the treasurer be authorised by standing authority to advise the managing agent of those amounts which may be placed on term deposit with the trust account bank.
MOTION 6	STANDING INSTRUCTIONS	RESOLVED that the strata committee provides further standing instructions to the Building Manager or Strata Managing Agent concerning the management and maintenance of common property.
MOTION 7	NEXT MEETING	RESOLVED that the next strata committee meeting will be determined in conjunction with Dynamic and will be held by via video conference; once determined, notices will be placed on the notice boards.

CLOSURE		There being no further business the chairperson declared the meeting closed at 7:50pm.
---------	--	--

**MINUTES OF THE STRATA COMMITTEE MEETING - STRATA PLAN: 76137**

**ADDRESS: MOTTO APARTMENTS | 2-14 EVE STREET, ERSKINEVILLE**

**DATE, PLACE & TIME OF MEETING:** The Strata Committee of The Owners - Strata Plan No. 76137 held a meeting electronically by video/teleconference on Wednesday 26 May 2021.

The meeting commenced at **5:30pm**.

**PRESENT:** Aaron Spicer  
Kelvin Andrews arrived 5.40pm  
Morgan Long  
Sarah Morgan

**IN ATTENDANCE:** Claire Wilson (Dynamic Property Services)

**CHAIRPERSON:** Claire Wilson (by invitation)

**APOLOGIES:** Lynne Bousfield and Andrew Adam

**1. DISCLOSURE OF PECUNIARY INTERESTS:**

The Strata Committee Members confirmed that no pecuniary interests were held or declared.

**2. ACTING MEMBER:**

2.1 There were no acting members for the purpose of this meeting.

2.2 There were no "connections" with the original owner (developer) or caretaker in accordance with the Act.

**3. MINUTES:**

That the minutes of the last Strata Committee meeting, held on 14 April 2021, be confirmed as a true record and account of the proceedings at that meeting.

**CARRIED**

**4. FINANCIALS:**

4.1 That the financial statement as presented by the Strata Manager dated 30 April 2021 be adopted.

**CARRIED**

4.2 That the current aged arrears report be tabled, and any further action determined.

4.2.1 Debt Recovery: an update on the debt recovery action against the following lots was received:

4.2.1.1 Lot 3: owing \$4,640.93 (stage 3)

4.2.1.2 Lot 15: owing \$11,037.79 (stage 3)

4.2.1.3 Lot 46: owing \$3,217.54 (stage 3)

4.2.1.4 Lot 100, 101 & 102: Managing Agent was instructed to identify what these lots represent, and then provide recommendations to address the debt.

4.2.1.5 Lot 114: owing \$3,056.98 (stage 3)

4.2.2 The Strata Committee tabled correspondence from the Managing Agent dated 10 May 2021 in relation to recent payment of levy arrears associated with lot 29, specifically, relating to a dispute regarding the service notice address and that further instructions be provided:

The statutory obligations of a lot owner associated with payment of levy contributions were acknowledged, in which the Committee instructed the Managing Agent to advise lot 29 on the option to propose a motion at the next general meeting for consideration of this request to waive interest from late payments, in accordance with section 85 of the Act.

**CARRIED**

4.3 The current sundry debtor report was tabled, noting no outstanding invoices.

## **5. MATTERS ARISING:**

5.1 That the Strata Committee consider the following matters arising from previous meeting minutes and determines any further action:

5.1.1 Vodafone Contract – revised plans for telecommunication equipment: acknowledged correspondence dated 4 April 2021 in relation to a *Letter of Offer*. It was noted that a site meeting is scheduled shortly with the representatives from Vodafone to verify the exact equipment location ensuring that it is not visible from the street.

5.1.2 Ground Enclosure: the following correspondence was acknowledged:

1.1.2.1 Correspondence dated 29 April 2021 from lot 153 (Member) in relation to Consultants fees for enclosure / parking project.

1.1.2.2 Landscape Architect engagement was ratified in accordance with the following:

- Quotation from Sydney Design Collective in the sum of \$4,000 plus GST and,
- Quotation from Que Consulting:
  - Development Approval Management Services \$270 plus GST per hour, capped at \$20,000 and
  - Planning Report - \$2,800 plus GST

**CARRIED**

## **6. BUILDING MANAGER'S REPORT:**

6.1 The current Building Management Report was tabled.

A copy of the report will be made available to a lot owner upon request to the Managing Agent.

6.2 That the Strata Committee received an update in relation to the following matters for the attention of Building Management and determines any further action.

- 6.2.1 Lot 162 (D11): repair has been completed, awaiting suitable weather conditions to test the repair solution.
- 6.2.2 Lots 11 & 12 (U1201 & 1202): investigation of the mechanical ventilation and possible fire damper issue is being considered within the AFSS damper assessment managed by BCA Logic.
- 6.2.3 Lot 128 (U3402): no response from the lot owner, therefore this matter is considered resolved until the Owners Corporation is furnished with evidence, as requested.
- 6.2.4 Contractor hours & limitations: correspondence dated 16 April 2021 in relation to contractor arrival and obligations was noted.

The Committee acknowledged the feedback from the lot owner, confirming that the Rules have been aligned with the registered by-laws of the strata scheme.

- 6.2.5 BM Internet Account: update from Building Management in relation to the transfer and set-up of internet account – in progress.

6.2.5.1 Ratify the fee proposal from TPG dated 20 April 2021 in the amount of \$1,289.82 for an 18-month contract period.

**CARRIED**

- 6.2.6 Capital Works Fund Report: tabled the updated draft / Final Capital Works Fund report commissioned by QS Solutions dated 29 April 2021.

A copy of the report will be made available to a lot owner upon request to the Managing Agent.

- 6.2.7 Lot 147 (U3421): repair has been completed, awaiting suitable weather conditions to test the repair solution.
- 6.2.8 NABERS Proposal: tabled the NABERS Assessment & Application dated 23 April 2021 in the amount of \$4,015.00 plus GST and ratify instructions to decline participation of the same.

**CARRIED**

6.3 No other fee proposals were presented by Building Management.

6.4 By-law Breaches: no by-law breaches were recorded for this meeting.

## **7. ANNUAL FIRE SAFETY STATEMENT (AFSS):**

- 7.1 The Strata Committee received an update in relation to the submission of a complaint Annual Fire Safety Statement, acknowledged correspondence dated 3 May 2021 from City of Sydney Council confirming approval of the Stay of Penalty Infringement Notices application, noting a compliant AFSS is to be submitted to Council on or before COB 18 August 2021.

- 7.1.1 That the Strata Committee ratifies their instructions to approve the quotation from Newsound dated 16 April 2021 in the amount of \$1,650.00 plus GST to conduct a visual inspection of AFSS-listed EFMS to provide a current interim statement, to accompany the Stay of Penalty Application as required by City of Sydney.

**CARRIED**

- 7.2 That the Strata Committee considers the appointment of an Essential Services

Engineer for investigation, management and oversight of the fire damper compliance works and if appropriate, resolves to approve one of the following fee proposals:

7.2.1 Credwell dated 19 April 2021 in the estimated minimum amount of \$4,000.00 plus GST (based on an hourly rate of a Senior Building Surveyor \$325.00 plus GST) was not approved.

7.2.2 BCA Logic dated 7 April 2021 in the estimated amount of \$4,950.00 plus GST (based on an hourly rate of \$330.00 plus GST, allowance of fifteen (15) hours) was approved.

**CARRIED**

7.3 *That the Strata Committee considers the Fire Damper Rectification Works and if appropriate, resolves to approve one of the following fee proposals:*

7.3.1 *Newsound Fire Services dated 26 March 2021 in the amount of \$83,437.00 plus GST*

7.3.2 *Aspire Fire: Awaiting comparative fee proposal*

**DEFERRED**

Note: these fee proposals and reports will be provided to BCA Logic in accordance with their appointment (motion 7.3.2).

7.4 That the Strata Committee acknowledges the requirement of the six (6) monthly emergency lighting inspection, test and repairs and resolves to approve one of the following fee proposals:

7.4.1 Newsound in the amount of \$6,036.80 plus GST was not approved

7.4.2 Electrozone in the amount of \$6,369.00 plus GST was not approved.

7.4.3 Aspire Fire in the amount of \$5,423.00 plus GST was approved, subject to the new fittings being sighted and approved.

**CARRIED**

7.5 That after consideration of the proceeding motions, the Strata Committee determines the next steps in ensuring a complaint Annual Fire Safety Statement is submitted to Council on or before COB 18 August 2021 and if appropriate, further instructions be provided:

- o Work Order to BCA Logic (as per motion 7.3.2) advising on the deadlines imposed by Council.

Building Management to assist with access to the Building and associated common areas for BCA Logic.

**CARRIED**

## **8. CAPITAL WORKS - L1 EQUIPMENT REPLACEMENT:**

8.1 The Strata Committee tabled and acknowledged the correspondence dated 20 April 2021 from ABN Lift Consultants following the site inspection on Thursday, 15 April 2021 in which it was confirmed the lift controller replacement for L1 had been successfully completed.

8.1.1 Ratify payment instructions in relation to the invoice from ABN Consultants dated 27 April 2021 in the amount of \$4,800.00 plus GST to review, prepare and negotiate a new service contract with Liftronic.

**CARRIED**

## **9. EXTERNAL REMEDIAL WORKS:**

9.1 The Strata Committee received an update from Building Management in relation to a consolidated list of defects relating to the works carried out by IAS (contractor) have since arisen as a result of said remedial works to common property and if appropriate, further instructions be provided, noting the defect warranty period is six months from the date of practical completion.

9.1.1 The Strata Committee tabled and acknowledged the following correspondence pertaining to the external remedial works and if appropriate, further instructions be provided:

9.1.1.1 Correspondence dated 15 April 2021 from Building Management in relation to the flood test of the balcony of U3413 and corrugated sheeting.

9.1.1.2 Correspondence dated 9 May 2021 from IAS in relation to a list of doors (with defective painting) that were not able to be completed and/or rectified due to access not being provided.

It was noted that another date has been nominated and agreed with IAS (contractor) to return to site under the supervision of Building Management.

9.1.13 Correspondence dated 1 April 2021 from IAS (contractor) in relation to the internal areas, including the roof cavity, within D11, noting that there is allegedly no evidence that the leak was caused by the roof being damaged by IAS or any works related to the project, further noting that this matter is now repaired.

9.2 The Strata Committee tabled and acknowledged the Defects List dated 23 April 2021, as prepared by Building Management, and resolved to provide the following instructions:

- o The Defect List is a fluid document that will be updated by Building Management when / an issue is reported.

**CARRIED**

*Note: Defect Warranty period is 6 months from the date of practical completion certification Monday 15 February 2021; being Monday 15 August 2021.*

## **10. CONTRACT MANAGEMENT:**

10.1 That the Strata Committee acknowledged the current Building Management Agreement and Common Property Cleaning Services Agreement have expired (currently in roll-over) and resolved to formally tender the services.

**CARRIED**

10.2 That the Strata Committee ratify their instructions to approve the *Project Co-ordinator Services Deed* dated 12 May 2021 for the purpose of conducting an independent tender for Building Management and Common Property Cleaning Services in the amount as stipulated in clause 5 (outlined below) and resolves to authorise the Managing Agent to sign any such documents as may be necessary in relation to the said Deed and if required, this authority include affixing the common seal of the Owners Corporation in accordance with Section 273 of the Act.



Work type	Hourly rate	How charged
Activities described as Services agreed to be supplied by Us in Part D during standard working hours of 7:30am – 4:30pm Mon – Fri (excluding Public Holidays)	\$150 (ex GST)	By the hour and proportionally for work involving shorter periods less than an hour structured in 15-minute increments or as otherwise agreed
Activities described as Services agreed to be supplied by Us in Part D outside of Our standard working hours stated above	\$250 (ex GST) for the first hour and \$180 (ex GST) for every hour or part thereof after	By the hour and proportionally for work involving shorter periods less than an hour structured in 15-minute increments or as otherwise agreed
All out of scope work not stated as an activity described as Services agreed to be supplied by Us in Part D	All out of scope work is to be separately priced and agreed as and when necessary – See Part D, Clause 1.2	By the hour and proportionally for work involving shorter periods less than an hour structured in 15-minute increments or as otherwise agreed

**CARRIED**

## **11. BY-LAW REVIEW:**

- 11.1 The Strata Committee received an update from Bugden Allen Lawyers specifically consideration on their fee for an individual by-law and subject to these discussions, the committee resolve to appoint Bugden Allen Lawyers in the amount of \$3,500 plus GST for a high-level overview of existing by-laws and recommended changes, including a discussion session with the committee regarding the outcomes desired, with the second phase to be quoted based on the review.

**DEFERRED**

## **12. INSURANCE:**

The Strata Committee tabled the current Insurance Claims Report, as prepared by BAC Insurance Brokers, acknowledging that there are no open claims.

## **13. APPLICATIONS:**

- 13.1 That the Strata Committee tables and considers the following applications and resolves to determine any further action.

- 13.1.1 The Strata Committee tabled the request dated 12 March 2021 from Café Yolk (located at 4 Eve St, Erskineville) in relation to a small dog station, noting that no additional information has been provided by the lot owner.

Therefore, this application will be dismissed until such documentation has been received for further consideration.

- 13.1.2 The request dated 29 March 2021 from the owner of lot 61 providing notice in relation to short-term rental use, and confirmation that the lot is not the principal place of residence.

That the Strata Committee resolved to issue a Breach Notice, specifically relating to By-Law #5.8 – Prohibition Short Term Renting.

**CARRIED**

- 13.1.3 Lot 105 (U3102): Application dated 6 April 2021 to domicile one (1) dog corgi within the lot in accordance with by-law #13 was approved.

- 13.1.4 Lot 67 (U2117): Application dated 22 April 2021 in relation to replacement of old carpet with new carpet was approved was approved.

- 13.1.5 Lot 26 (U1308): Application dated 28 April 2021 to domicile one (1) cavoodle within the lot in accordance with by-law #13 was approved.

**CARRIED**

13.2 The following other applications were considered:

13.2.1 Lot 97 (U2506): Application dated 19 May 2021 in relation to replacement of old carpet with new carpet was approved.

**CARRIED**

#### **14. CORRESPONDENCE:**

14.1 The Strata Committee tabled and considered the following correspondence:

14.1.1 Correspondence dated 27 April 2021 from Energy Australia in relation to Gas account number: 8783978026 and associated fees and charges concerning same was tabled, noting that the new contracts are due to commence 30 September 2021 – no further action required.

14.2 No other correspondence was tabled.

#### **15. NEXT MEETING:**

15.1. That pursuant to Regulation 14 (1)(a) of the *Strata Schemes Management Regulation 2016 (NSW)*, the Strata Committee approve the adoption of voting by electronic means, namely by teleconference / video conference while participating in the next meeting of the strata committee from a remote location.

**CARRIED**

15.2 That the date, time and venue of the next Strata Committee Meeting be determined in accordance with the proceeding resolution: Wednesday 7 July 2021 commencing at 5.45pm.

**CARRIED**

**CLOSURE:** There being no further business, the chairperson declared the meeting closed at **7.10pm.**

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Date

**NOTICE OF A STRATA COMMITTEE MEETING – STRATA PLAN: 76137  
'MOTTO APARTMENTS'  
ADDRESS: 2-14 EVE ST, ERSKINEVILLE NSW 2043**

**DATE, PLACE & TIME OF MEETING:** The Strata Committee of The Owners - Strata Plan No: **76137** will hold a meeting on **Wednesday, 7 July 2021**. The meeting will be held electronically by video/teleconference via the dial in details provided below.

The meeting will commence at **5:45pm**.

Explanatory Note:

*Pursuant to Regulation 14 the strata committee have resolved to hold this meeting via video or teleconference. The dial in details for attendance at this meeting are provided below. Please note an owner who is not a member of the strata committee is permitted to attend meetings of the strata committee but are not entitled to address the meeting unless authorised to do so by resolution of the strata committee.*

Phone Dial-in  
+61.2.8103.4256 (Sydney, Australia)

Meeting ID: 244 005 010

To join the meeting on a computer or mobile phone:

<https://bluejeans.com/244005010?src=calendarLink>

The Agenda for the meeting is:

**CHAIRPERSON FOR THE MEETING:**

That the meeting elects a chairperson.

Explanatory Note

*Clause 8 of Schedule 2 to the Act provides that the Chairperson of the Owners Corporation is to preside at any meeting at which they are present. This is an 'optional procedural motion' if the appointed Chairperson of the Strata Committee is indisposed or for other reasons resolved not to chair the meeting. In the foregoing circumstances, the members of the committee present at the meeting may elect from one of their number a person to preside. If no member is so elected, pursuant to their delegations under Section 54 of the Act and with the consent of the meeting, the Managing Agent could chair the meeting.*

**THOSE AT THE MEETING:**

Those Present [Strata Committee]; Those in Attendance [Other Attendees]; Apologies.

**1. DISCLOSURE OF PECUNIARY INTERESTS:**

Motion

That the meeting notes any declaration by a member of the committee of any direct or indirect pecuniary interest in relation to a matter being considered at this meeting and resolve how that declaration shall be accommodated at the meeting.

Explanatory Note

*Clause 18 of Schedule 2 to the Act requires that any member of the Strata Committee should make a disclosure of any direct or indirect pecuniary interest in relation to a matter listed on this agenda. Where such a disclosure is made, the committee will need to resolve whether it is going to permit the member to be present*

during the deliberation on the matter or take part in any decision in respect to that matter. The member who has made such a disclosure must not be present while the Strata Committee resolves how the declaration shall be accommodated or, if the Strata Committee determines, may be present but may not take part in the determination of how the declaration shall be accommodated. A further explanation of relevant disclosures is provided in the "Addition Notes" at the end of this meeting notice. Where there are no disclosures made by any member of the committee, the minutes will simply note that "no disclosures were declared".

## **2. ACTING MEMBER:**

### Motion

That the Strata Committee consents to any appointment to act in his/her place as a member of the Strata Committee under Section 34 of the Act.

### Explanatory Note

The Act provides for a member of the Strata Committee, with the consent of the Strata Committee, to appoint an owner or company nominee of a corporation which is an owner to act in his or her place as a member at any meeting of the Strata Committee

## **3. MINUTES:**

### Motion

That the minutes of the last Strata Committee meeting, held on 26 May 2021, be confirmed as a true record and account of the proceedings at that meeting.

### Explanatory Note

Clause 8 of Schedule 1 to the Act requires that any General Meeting of a strata scheme include a form of motion to confirm the minutes of the last General Meeting. Whilst a Strata Committee meeting is not a "General Meeting" under the Act, the Strata Managing Agent is of the view that it is prudent and helpful to adhere to the transparency normally applied to other forms of Strata Scheme meetings.

## **4. FINANCIALS:**

### Motions:

4.1 That the financial statement as presented by the Strata Manager dated 30 June 2021 be adopted.

4.2 That the current aged arrears report be tabled, and any further action determined.

#### 4.2.1 Debt Recovery

That the Strata Committee receives an update on the debt recovery action against the following lots and if appropriate, instructions be provided.

4.2.1.1 Lot 3

4.2.1.2 Lot 15

4.2.1.3 Lot 46

4.2.1.4 Lot 100, 101 & 102 (identified as the Telstra Tower on L9 of M1)

4.2.1.5 Lot 114

4.3 That the Strata Committee ratify their payment instructions pertaining to the invoice from Sydney Park Solutions dated 22 June 2021 in the amount of \$175.00 in relation to Demonstration - Smart Phone Parking Bollard.

## **5. MATTERS ARISING:**

### Motions

5.1 That the Strata Committee consider the following matters arising from previous meeting minutes and determines any further action.

### Explanatory Note

This is an opportunity to highlight matters that have been finalised and to receive updates on works in progress. It is not an opportunity to deal with new matters, 'other business', nor pass substantive resolutions other than those listed specifically on this notice of meeting.

#### 5.1.1 Vodafone Contract – revised plans for telecommunication equipment

That the Strata Committee receives an update in relation to the Vodafone contract and if appropriate, further instructions be provided.

#### 5.1.2 Ground Enclosure

That the Strata Committee receives an update in relation to the planning investigation associated with the Ground Enclosure, and if appropriate, further instructions be provided.

- Update from Bugden Allen Lawyers; Sydney Design Collective (landscape architecture services) and Que Consulting.

### **6. BUILDING MANAGER'S REPORT:**

#### Motions:

- 6.1 That the current Building Management Report be tabled, and any further action be determined.

*Explanatory Note: A Building Managers report will advise of works completed/underway, quotes for consideration, breach of by-laws, matters related to the building that are anticipated for Strata Committee consideration and such like.*

- 6.2 That the Strata Committee receives an update in relation to the following matters for the attention of Building Management and determines any further action.

- 6.2.1 Lots 12 (1202) – Ceiling repairs: correspondence from Building Management dated 27 May 2021 in relation to ceiling repairs within the lot and fee proposals, as presented by Building Management (noting copies are yet to be received) concerning same and if appropriate, resolves to approve the following.

6.2.1.1 UPM in the amount of \$810.00 - to patch and paint hole in ceiling of living room and treat and paint stain in laundry.

6.2.1.2 RAMIE HALTA in the amount of \$638.00 to patch and paint ceiling in Living Room.

6.2.1.3 That any other fee proposals be tabled, for consideration.

- 6.2.2 Lot 96 – Flood test balcony (U2505): correspondence dated 27 May 2021 from Building Management in relation to a request to SG Plumbing to dye and flood test the balcony of 2505 which is possibly leaking into 2309 below and provide a report on the testing.

- 6.2.3 Eve Street Footpath Resurfacing: correspondence dated 28 May 2021 from the Managing Agent to the City of Sydney Council detailing a letter of complaint in response to works commissioned by Council on Eve Street.

- 6.2.4 Tree Removal: correspondence dated 8 June 2021 from the Stump Guy Tree Care and supporting correspondence dated 16 October 2020 from the City of Sydney Council in response to a request to remove three magnolia grandiflora, three jacaranda mimosifolia and one waterhousia floribunda located at the Building.

- 6.3 That the Strata Committee considers any other fee proposals presented by Building Management and resolves to approve if appropriate, ratifies any approval and/or determines any further action.

- 6.3.1 Aspire Fire dated 31 May 2021 in the amount of \$10,900.00 plus GST per year for the inspection and regular fire maintenance in accordance with the schemes registered AFSS.

#### 6.4 By-law Breaches

That the Strata Committee receives a report on by-law breaches from Building Management, acknowledges any lots in breach and if appropriate, resolves to issue breach notices to offending lots, if required.

6.4.1 Lot 1 (Shop 1101): Breach of by-law 3.3. & 18.2 – Noise disturbance and deliveries by suppliers

6.4.2 Lot 61 (U2111): Breach of by-law 3.3. & 18.2 – Smoking dated 16 June 2011

#### Explanatory Note

*In order to ensure that any action taken against a lot owner by the Owners Corporation for a continuation of a breach of the same by-law, it is important that any resolution to send a notice of the initial breach (a warning letter – a Notice to Comply) be formally recorded within the minutes.*

### **7. ANNUAL FIRE SAFETY STATEMENT (AFSS):**

#### Motions

7.1 That the Strata Committee receives an update in relation to the submission of a compliant Annual Fire Safety Statement, noting a compliant AFSS is to be submitted to Council on or before COB 18 August 2021.

7.2 That the Strata Committee receives an update from BCA Logic - Essential Services Engineer for investigation, management, and oversight of the proposed fire damper compliance works.

7.3 That after consideration of the proceeding motions, the Strata Committee determines the next steps in ensuring a complaint Annual Fire Safety Statement is submitted to Council on or before COB 18 August 2021 and if appropriate, further instructions be provided.

### **8. EXTERNAL REMEDIAL WORKS:**

#### Motions

8.1 That the Strata Committee receives an update in relation to the defects relating to the works carried out by IAS (contractor) and if appropriate, further instructions be provided:

- Defects List dated 8 June 2021, as prepared by Building Management

#### Explanatory Note:

*Defect Warranty period is 6 months from the date of practical completion certification Monday 15 February 2021; being Monday 15 August 2021.*

8.1.1 Report prepared by Paintspection dated 10 June 2021: table the Coating Inspection and Report dated 10 June 2021, as prepared by Paintspection, and if appropriate, further instructions be provided.

8.1.1.1 Ratify instructions pertaining to the fee proposal from Ian Clark, Coasting Consultant from Paintspection in the estimated amount of \$2,600.00 plus GST for the below listed services:

- Travel to site, about 1 hour \$110 + GST
- Time on site to inspect and carry out adhesion tests, 3 hours \$1,047 + GST
- Photomicroscopy of coating thickness (if required) \$460 + GST
- Travel from site, about 1 hour \$110 + GST
- Report about 6 hours \$894 + GST
- Without further information \$2,621 + GST

8.2 That the following correspondence be considered.

8.2.1 Correspondence dated 18 May 2021 from Building Management in relation

to a status update concerning the remaining doors to be painted and if appropriate, further instructions be provided.

Explanatory Note:

M1

1214, 1301, 1312, 1314, 1702.

M2

2118, 2312, 2313, 2314, 2315, 2505, 2506, 2507.

M3

3210, 3220

- 8.2.2 Correspondence dated 27 May 2021 from Landlay in relation to a roof leak inspection held 25 May 2021 at 2:00pm and associated findings concerning same and if appropriate, further instructions be provided.

## **9. CONTRACT MANAGEMENT:**

### Motions

That the Strata Committee receives an update from BFMS for *Project Co-ordinator Services* in relation to the independent tender for Building Management and Common Property Cleaning Services and if appropriate, further instructions be provided.

- BFMS Timesheet dated 4 June 2021: correspondence dated 4 June 2021 and associated update concerning the finalised tender documentation.

## **10. INSURANCE:**

### Motion

That the Strata Committee tables the current Insurance Claims Report, as prepared by BAC Insurance Brokers, receives an update on any outstanding claims and/or determines any further action.

## **11. APPLICATIONS:**

### Motions

11.1 That the Strata Committee tables and considers the following applications and resolves to determine any further action.

- 11.1.1 Lot 133 (U3407): Pet Application dated 25 May 2021 to domicile one short hair white and ginger car within the lot.
- 11.1.2 Lot 9 (U1210): Pet Application dated 5 June 2021 to domicile one ragdoll cat within the lot.
- 11.1.3 Lot 26 (U1308): Application dated 16 June 2021 to install three (3) air-conditioning unit within the lot
- 11.1.4 Lot 72 (U2304): Pet Application dated 22 June 2021 to domicile one dark grey and white mini husky within the lot.
- 11.1.5 Lot 72 (U2304): Pet Application dated 22 June 2021 to domicile one light grey and white mini husky within the lot.
- 11.1.6 Lot 139: Application dated 17 June 2021 to install one (1) air-conditioning unit within the lot.

11.2 That any other applications be considered.

### Explanatory Note

*Lot owners seeking to gain approval for various matters such as permission to keep an animal within their lot, changes to their lot etc need to have such requests for approval formally listed as a motion for resolution.*

## 12. CORRESPONDENCE:

### Motions:

12.1 That the following correspondence be considered and if appropriate, instructions be provided.

12.1.1 Correspondence dated 8 May 2021 from the owner of lot 125 in relation to cigarette smoke prevalent throughout Motto Apartments.

12.1.2 Correspondence dated 19 June 2021 from City of Sydney Council in relation to Smart Green Apartments Pilot Program.

12.1.3 Correspondence dated 20 June 2021 from the City of Sydney in relation to environmental grants for owners corporation and associated documentation concerning same.

12.2 That any other correspondence be considered.

### Explanatory Note

*This item on the agenda may lead to matters for formal consideration and resolution for the next Strata Committee Meeting.*

## 13. NEXT MEETING:

### Motions:

13.1. That pursuant to Regulation 14 (1)(a) of the *Strata Schemes Management Regulation 2016 (NSW)*, the Strata Committee approve the adoption of voting by electronic means, namely by teleconference, video conference or email while participating in the next meeting of the strata committee from a remote location.

13.2 That the date, time and venue of the next Strata Committee Meeting be determined in accordance with the proceeding resolution.

### Explanatory Note

*Regulation 14 provides that an owners corporation or strata committee may adopt various electronic means of voting to apply to the next meeting of the owners corporation or strata committee. The motion above is to allow electronic voting through the means of teleconference, video conference or email but only whilst participating in the meeting by from a remote location. Regulation 14 (1) (a) allows this form of participation in a meeting "from a remote location". In view of the government restrictions imposed on everyone's movement and assembly during the Covid-19 pandemic emergency, the interpretation of "remote location" is that participation must occur at any other location other than a single location for face-to-face strata committee meetings.*

Date of this Notice: Thursday, 24 June 2021

---

## ADDITIONAL NOTES:

The name of your Strata Managing Agent is **Claire Wilson**. Please contact your Strata Managing Agent if you have any questions about this notice.

An owner or the nominee of a corporate owner can attend Strata Committee meetings but cannot address the meeting unless the Strata Committee agrees.

### Definitions

*Act – Strata Schemes Management Act 2015.*

*Regulations – Strata Schemes Management Regulations 2016.*

### Quorum

Clause 12, Schedule 2 to the *Act* specifies that a quorum for a Strata Committee meeting is not less than one-half of the persons entitled to vote on a motion are present. If the Strata Committee has only one person, the quorum is achieved if that person is present.

In considering whether a quorum is present, regard must also be given to the provisions of



clause 9 (4) of Schedule 2 to the *Act* wherein it states that a member of the Strata Committee is *not entitled to vote* (and therefore cannot be counted towards the achievement of a quorum) "if the member was, or was nominated as a member by a member who was , an unfinancial owner of a lot in the strata scheme at the date of notice of the meeting was given and the amounts owed by the unfinancial owners were not paid before the meeting".

#### Disclosure of pecuniary interests

The *Act* has requirements for disclosure where a member of the Strata Committee has a direct or an indirect pecuniary interest in a matter being considered at the meeting or they have an interest that appears to raise a conflict with their role as a Strata Committee member. The nature of this disclosure and the subsequent action of recording such a disclosure is provided in Clauses 18 (2) and 18 (3) of Schedule 2 to the *Act* wherein the following is prescribed:

- 2 A disclosure by a member at a meeting of the Strata Committee that the member:
  - (a) is a member, or is in the employment, of a specified corporation or other body, or
  - (b) is a partner, or is in the employment, of a specified person, or
  - (c) has some other specified interest relating to a specified corporation or other body or to a specified person,is a sufficient disclosure of the nature of the interest in any matter relating to that corporation or other body or to that person which may arise after the date of the disclosure and which is required to be disclosed.
- 3 Particulars of any disclosure made under this clause must be recorded by the Strata Committee in a book kept for the purpose and that book must be open at all reasonable hours to inspection by any person on payment of the fee determined by the Strata Committee.

#### Copies of Minutes

Within 7 days of the conclusion of the meeting, pursuant to Clause 17 (3) of Schedule 2 to the *Act*, copies of minutes in a strata scheme that is a large strata scheme are to be given to each member of the committee.

However please note that in large strata schemes (i.e. those schemes greater than 100 lots excluding any utility or car space lots), the *Act* now requires that the minutes of all Strata Committee meetings are to be sent/ given to owners that are not committee members only if an owner requests the owners corporation to do so within 7 days of each meeting. Note we will continue to email the minutes of Strata Committee meetings to those owners who have chosen to receive correspondence via email without requiring a request to do so. Please request and complete an email authority form to secure this service if you have not already done so.

**STRATA PLAN 76137**

**BY-LAWS**

**MOTTO APARTMENTS**

**2-14 EVE STREET  
ERSKINEVILLE NSW 2043**

**Consolidated and registered: 26 April 2021**

## **STRATA PLAN 76137**

### **TABLE OF CONTENTS**

1 - Meanings.....	4
2 - About these by-laws .....	6
3 - Behaviour and responsibility .....	7
4 - Your lot.....	8
5 - Use of your lot .....	8
6 - Alterations or work to your lot.....	9
7 - Common property .....	10
7A - Parking .....	11
8 - Window cleaning .....	11
9 - Security and security keys.....	11
10 - Compensation to owners corporation.....	12
11 - Garbage applicable to all lots except retail lot.....	12
12 - Electric vehicle charging .....	13
13 - Animals .....	14
14 - Rules .....	15
15 - Insurance premiums .....	15
16 - Signs .....	15
17 - Pool .....	15
18 - Moving and delivering .....	16
19 - Complaints and applications.....	16
20 - Lease or licence of lots .....	16
21 - Exclusive use rights and special privilege in favour of the retail lot in connection with signs .....	17
22 - Exclusive use rights and special privilege in favour of the retail lot in connection with grease arrestor .....	17
23 - Exclusive use rights and special privilege in favour of the retail lot over the riser .....	18
24 - Exclusive use rights and special privilege in favour of the retail lot to carry out building works.....	18
25 - Exclusive use rights and special privilege in favour of the retail lot in connection with services.....	19
26 - Exclusive use rights and special privilege in favour of the retail lot in connection with air conditioning equipment .....	20
27 - Air conditioning equipment .....	20
29 - Garbage arrangements for retail lot .....	21
30 - Right for lot 1 to make alterations to common property .....	23
10 - Hanging out of washing .....	29
32 - Service of documents on owner of lot by owners corporation.....	29

33 - Exclusive use rights and special privilege in favour of lots 51, 117, 118, 120, 123, 125 & 126 ..... 29

Special by-law no. 1 – Lot 50 works..... 31

Special by-law no. 2 – Delegation of minor renovations..... 34

Special by-law no. 3 – Major renovations and building works (lot 162) ..... 34

Special by-law no. 4 – Lot 121 works..... 35

## **1 - Meanings**

1.1 In these by-laws, these terms (in any form) mean:

**Air Conditioning Equipment** means air conditioning equipment and the wires, pipes, ducting and other equipment associated with the Air Conditioning Equipment.

**Apartment** means an apartment in the Building, being a lot in the Strata Plan or any strata plan of subdivision.

**Approved Building Works** means works of the kind referred to in by-law 6.1 which have been approved by the Owners Corporation.

**Authority** means any Governmental Agency or any statutory, public or other Authority having jurisdiction over the Building.

**Building** means jointly and severally each of the buildings constructed within the Parcel.

**By-laws** means the by-laws in place from time to time for the Strata Scheme.

**Claim** includes cost, claim, damage or expense.

**Common Property** means so much of the Parcel as from time to time is not comprised in any Lot.

**Development Act** means the *Strata Schemes (Development) Act 2015*.

**Development Application** means an application for a development consent made under the *Environmental Planning and Assessment Act 1979 (NSW)*.

**Development Consent** means a consent to a Development Application issued under the *Environmental Planning and Assessment Act 1979 (NSW)* and includes all amendments and variations to that consent.

**Equipment** includes plant, machinery, equipment and security devices.

**Exclusive Use By-law** means an exclusive use and special privilege by-law made in accordance with Division 3 Part 7 of the Management Act.

**Fit Out Works** means works of any kind to the Retail Lot and the surrounding or adjacent Common Property including without limitation altering, adding to, removing, repairing or replacing any part of the Common Property near, within, adjacent or contiguous with the Retail Lot (such as Common Property internal walls, Common Property windows and doors, Common Property floor and ceilings) and includes the terrace comprising part of the Retail Lot.

**Garbage** means any refuse, recyclable material or waste.

**Governmental Agency** means any governmental or semi-governmental, administrative, fiscal or judicial department, commission, Authority, tribunal, agency or entity.

**Grease Arrestor** means the grease arrestor installed in the Common Property and any wires, pipes and other equipment installed in the Common Property in connection with the Grease Arrestor.

**Grease Arrestor Room** means that part of the Common Property comprising the grease arrestor room.

**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 Scheme and otherwise has the meaning given to it by the Development Act.

**Management Act** means the *Strata Schemes Management Act 2015*.

**Managing Agent** means the person appointed by the Owners Corporation as its strata managing agent under section 49 of the Management Act and if no person is for the time being so appointed, the secretary of the Owners Corporation.

**Occupier** means the occupier, lessee or licensee of a Lot

**Original Proprietor** means the registered proprietor of the Lots in the Strata Scheme at the time of registration of the Strata Plan.

**Owner** means the owner of a Lot or the mortgagee in possession of a Lot.

**Owners Corporation** means the owners corporation constituted on registration of the Strata Plan.

**Parcel** means the land comprising the Lots and Common Property the subject of the Strata Scheme.

**Pool Area** means those parts of the Common Property which comprise the swimming pool and its surrounds.

**Restricted Matter** means a matter or class of matter which may only be determined by the Owners Corporation in general meeting.

**Retail Lot** means lot 1 in the Strata Plan.

**Retail Lot Proprietor** means the registered proprietor for the time being of the Retail Lot.

**Retail Sign Area** means that part of the Common Property which is the western wall of the building immediately adjacent to the Retail Lot.

**Riser Main** means that part of the Common Property comprising the riser main.

**Rules** means the rules made by the Owners Corporation in accordance with by-law 14.1 (as they may be amended or changed).

**Security Key** means a key, magnetic card or other device used to open and close doors, gates or locks or to operate alarms, security systems or communication systems in the Building.

**Services** means any services or systems of any kind including without limitation water, power, fuel, oil, sewerage, telecommunications, communicating systems, security, air conditioning, ventilation and fire protection.

**Services Equipment** means the equipment associated with a Service and includes the wires, pipes, ducting and other equipment associated with the relevant Service.

**Sign** includes a sign, notice, placard and advertisement and includes "For Sale" and "To Let" signs.

**Strata Plan** means strata plan 76137.

**Strata Committee** means the strata committee appointed by the Owners Corporation.

**Strata Scheme** means the strata scheme constituted on registration of the Strata Plan.

**You** means an Owner or Occupier of a Lot and "Your" has a corresponding meaning.

1.2 Undefined words in these by-laws have the same meaning as they do in the Management Act.

1.3 Any reference to:

- (a) legislation includes later legislation which changes it, including regulations, proclamations, ordinances and by-laws issued under the later legislation;
- (b) a thing includes the whole or each part of it; and
- (c) the singular includes the plural and vice versa.

1.4 Headings do not affect the interpretation of the by-laws.

## **2 - About these by-laws**

### **2.1 Consent of Owners Corporation**

Where a by-law requires the consent of the Owners Corporation, unless stated otherwise in that by-law, the consent may be given by either:

- (a) the Owners Corporation in general meeting; or
- (b) the Strata Committee at a duly convened meeting of the Strata Committee unless it is a Restricted Matter.
- (c) the Strata Committee by electronic means without the need for duly convened meeting, for which the Strata Committee may establish procedures, unless it is a Restricted Matter.

### **2.2 Consent of Owners Corporation may be revoked or withheld**

Consent given by the Owners Corporation under a by-law:

- (a) if practicable, may be revoked by the Owners Corporation in general meeting; and
- (b) subject to by-law 2.3, may be granted or withheld in the absolute discretion of the Owners Corporation or be given conditionally.

### **2.3 Owners Corporation must not withhold consent**

Where an Owner or Occupier makes an application for the consent of the Owners Corporation to a particular activity and the Owners Corporation has developed a Rule relating to that activity or class of activity, if the activity for which the Owner or Occupier seeks consent is one which is approved by the relevant Rule, the Owners Corporation must not withhold its consent to the application by that Owner or Occupier to the carrying out of that activity.

### **2.4 Consent by Strata Committee**

Consent given by the Strata Committee under a by-law:

- (a) if practicable, may be revoked by the Owners Corporation in general meeting; and
- (b) subject to by-law 2.3, may be granted or withheld in the absolute discretion of the Strata Committee or be given conditionally.

### **2.5 Consent conditions**

Owners and Occupiers must comply with any condition in a consent.

## **2.6 Reporting act or activity to Owners Corporation**

Where a by-law requires an act or activity to be reported to the Owners Corporation, unless stated otherwise in the by-law:

- (a) if the Owners Corporation has appointed a caretaker or building manager, that act or activity must be reported to the caretaker or building manager; and
- (b) if the Owners Corporation has not appointed a caretaker or building manager, that act or activity must be reported to the Managing Agent, or if a Managing Agent has not been appointed, to a member of the Strata Committee.

## **2.7 Exclusive Use By-laws**

- (a) The Owner of a Lot who has the benefit of an Exclusive Use By-law may allow the Occupier of their Lot to exercise the rights of the Owner under the Exclusive Use By-law. The Owner remains responsible to the Owners Corporation in connection with compliance with the Exclusive Use By-Law.
- (b) An Exclusive Use By-law, so far as it relates to a Lot, may only be amended, repealed or revoked by a special resolution of the Owners Corporation and with the consent of the Owner of the Lot.

## **3 - Behaviour and responsibility**

3.1 You must be adequately clothed when on Common Property.

3.2 You must do all that You can not to break any Law when in the Building.

3.3 You must not:

- (a) make noise or behave in a way likely to interfere with another's peaceful enjoyment of their Lot or Common Property;
- (b) use language or behave in a manner likely to cause offence or embarrassment to an Owner or Occupier of another Lot or to any person lawfully using Common Property;
- (c) obstruct the lawful use of Common Property by any person except on a temporary and non-recurring basis;
- (d) smoke while you are on Common Property; or
- (e) do anything which is illegal while on Common Property.

3.4 You must ensure that smoke caused by the smoking of tobacco or any other substance by the owner or occupier, or any invitee of the owner or occupier, on the Lot does not penetrate to the Common Property or any other lot.

3.5 You must ensure Your children and the children of Your visitors:

- (a) do not enter or remain in the pool area unless under adult supervision; and
- (b) unless accompanied by a responsible adult exercising effective control, do not enter areas of Common Property that are likely to be dangerous to children.

3.6 You must ensure Your invitees:

- (a) are not left to remain on the Common Property unsupervised except to the extent reasonably necessary for their arrival and departure;
- (b) do not do anything that You cannot do under the by-laws; and



(c) are removed from the Building upon refusing to comply with the by-laws.

#### **4 - Your lot**

##### **4.1 You must:**

- (a) keep Your Lot clean, tidy and in good repair;
- (b) at your expense, comply with all Laws affecting Your Lot;
- (c) ensure the floor space the within Your Lot is covered or otherwise treated so as to prevent the transmission of noise from such floor space which is likely to disturb the peaceful enjoyment of another Lot (kitchens, bathrooms and laundries are excluded); and
- (d) ensure those parts of the balcony rails and door and window frames which are Common Property and which adjoin Your Lot are cleaned on a regular basis so as to prevent corrosion, rusting or weathering.

##### **4.2 You must not:**

- (a) store or use any flammable chemical on your Lot unless it is to be used in the lawful, permitted use of your Lot;
- (b) place or hang laundry on any part of your Lot that is visible from outside Your Lot; or

##### **4.3 The consent of the Owners Corporation must be obtained if You wish to:**

- (a) keep anything which is visible from outside the Lot and not consistent with the visual aesthetics of the Building;
- (b) operate or allow to operate any device or electronic equipment on Your Lot which interferes with any domestic appliance lawfully in use in the Building or another Lot;
- (c) attach or hang from any part of Your Lot any aerial or any security device or wires; or
- (d) install or operate any intruder alarm in Your Lot which emits an audible signal.

4.4 You must give a written notice to the Owners Corporation detailing the proposed alteration, addition or works and You must otherwise comply with by- law 6.

#### **5 - Use of your lot**

5.1 You may not use or occupy Your Lot or allow Your Lot to be used or occupied for any unlawful purpose.

5.2 You may not use or occupy Your Lot or allow Your Lot to be used or occupied for any purpose that may affect or lessen the reputation of the Building.

##### **5.3 You must notify the Owners Corporation if:**

- (a) You are carrying out or intend to carry out; or
- (b) You permit or intend to permit any person to carry out,

commercial operations from Your Lot. This by-law 5.3 does not apply to the Retail Lot.

5.4 On request by the Owners Corporation, You must give the Owners Corporation a copy of the consents You hold in connection with any commercial activities.

5.5 You must notify the Owners Corporation if the occupier changes the existing use of the Lot.

5.6 Without limiting by-law 5.5, the following changes of use must be notified:

- (a) a change 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),
- (b) a change to the use of a Lot for short-term or holiday letting.

5.7 The notice must be given in writing at least 21 days before the change occurs or a lease or sublease commences.

5.8 You may not lease or licence Your Lot for a period less than 90 days.

## **6 - Alterations or work to your lot**

6.1 The consent of the Owners Corporation must be obtained if You wish to:

- (a) make alterations to, additions to, remove, repair or replace:
  - (i) any part of the Common Property near or within Your Lot. (such as Common Property walls, Common Property windows and doors, Common Property floor and ceilings);
  - (ii) the structure of Your Lot;
  - (iii) the internal walls inside Your Lot (such as dividing walls, even though they may not be Common Property);
  - (iv) the balcony attached to Your Lot (such as enclosing it or erecting some permanent structure on it (this does not include plants and furniture));
- (b) install any bars, screens, grilles or other safety devices to the exterior or any windows or doors of Your Lot; or
- (c) enclose Your car space.

6.2 You must not commence to carry out any Approved Building Works:

- (a) unless the Owners Corporation has approved the plans for the works;
- (b) You have procured all relevant consents from the relevant Authorities; and
- (c) if applicable, You have in place all relevant insurances and You have given a copy of the policy and the certificate of currency to the Owners Corporation.

6.3 When carrying out Approved Building Works You must:

- (a) comply with the reasonable requirements of the Owners Corporation and the consent from the Owners Corporation;
- (b) comply with the requirement of all relevant Authorities and the consents from the relevant Authorities;
- (c) ensure the works are carried out in a proper and workmanlike manner;
- (d) use only qualified and where appropriate, licensed tradesmen;
- (e) ensure the works are carried out without undue delay;
- (f) ensure no materials, tools, rubbish or debris are left lying about the Common Property;

- (g) cause as little disturbance as is practicable to other Owners and Occupiers;
- (h) ensure no damage is done to any service lines or services installed in the Building, or if damage is caused, immediately make good that damage;
- (i) ensure no damage is caused to the Common Property, or if damage is caused, immediately make good that damage;
- (j) ensure no damage is caused to the property of any other Owner or Occupier, or if damage is caused, immediately make good that damage; and
- (k) ensure the works are installed wholly within the boundaries of Your Lot

6.4 On completion of Approved Building Works You must:

- (a) ensure all rubbish and debris caused by the works is removed from the Building;
- (b) ensure the Common Property is left clean and tidy; and
- (c) if required by the Owners Corporation, give the Owners Corporation a set of as-built plans of the works.

6.5 You must ensure the completed works comply with the requirements of all relevant Laws and Authorities and do not result in the Owners Corporation breaching any Law or the requirements of any Authority.

6.6 This by-law does not apply to any works by the Retail Proprietor carried out in accordance with its rights under by-laws 21 to 26 inclusive.

## **7 - Common property**

7.1 You must:

- (a) inform the Owners Corporation of any noticeable defect You notice in the Common Property or personal property vested in the Owners Corporation; and
- (b) have consent from the Owners Corporation under the by-laws if alterations carried out by You on Your Lot affect Common Property.

7.2 You must not:

- (a) bring or permit to enter, any heavy article which might cause structural damage to the Building;
- (b) do anything to damage or deface Common Property;
- (c) interfere with any personal property vested in the Owners Corporation;
- (d) interfere with the operation of any Equipment installed in the Common Property;
- (e) damage any lawn, plant, tree or garden situated on or within Common Property;
- (f) purposely damage or use part of a lawn or garden, a plant or tree for Your own exclusive purpose;
- (g) place or hang laundry on any part of the Common Property;
- (h) park or stand any vehicle on any part of the Common Property; or
- (i) use or interfere with any fire safety equipment except in the case of an emergency and must not obstruct any fire stairs or fire escape.

7.3 Notwithstanding section 106 of the Management Act, You must maintain and keep in a state of good repair or otherwise as reasonably required by the Owners Corporation, any installation that services Your Lot to which the consent of the Owners Corporation has been given under the by- laws.

7.4 You must not:

- (a) without the prior written consent of the Owners Corporation, interfere with the operation of any Equipment installed in the Common Property;
- (b) modify any existing Equipment (whether or not such Equipment is contained wholly within Your Lot) without the prior written consent of the Owners Corporation; or
- (c) without the prior written consent of the Owners Corporation, interfere with Common Property or remove any article from the Common Property placed there by direction or authority of the Owners Corporation.

## **7A - Parking**

7A.1 You may not park or stand any vehicle:

- (a) on any part of the Common Property, except with the prior written approval of the Owners Corporation or as permitted by a sign authorised by the Owners Corporation; or
- (b) in a private bay without the approval of the Owner of the associated Lot.

7A.2 The Owners Corporation may enter into an agreement with the City of Sydney Council to facilitate enforcement of this by-law.

## **8 - Window cleaning**

(a) Owners and Occupiers must keep clean all interior surfaces and exterior surfaces of glass in windows and doors on the boundary of their Lot, including so much as is Common Property, unless:

- (i) the Owners Corporation resolves that it will keep the glass or specified part of the glass clean; or
- (ii) that glass or part of the glass cannot be accessed by the Owner or Occupier of the lot safely or at all.

(b) The Owners Corporation may decide:

- (i) to keep clean that part of the Common Property which is the glass surface of any window or door or the boundary of any Lot or Lots; or
- (ii) not to keep clean that part of the Common Property which is the glass surface of any window or door on the boundary of any Lot or Lots.

## **9 - Security and security keys**

9.1 If it considers it necessary, the Owners Corporation may:

- (a) close off or restrict by means of Security Key access to any part of the Common Property not required for access to a Lot on either a temporary or permanent basis;
- (b) exclude your access to any part of the Common Property as a means of monitoring the security of the Building; and
- (c) restrict by means of Security Key Your access to one level of the Building to any other level.

9.2 You must not do or permit anything which may prejudice the security or safety of the Building.

9.3 You must close all security doors and gates when You pass through them.

9.4 If the Owners Corporation restricts Your access under by-law 9.1, the Owners Corporation may make available to You free of charge or for a charge or bond (at the election of the Owners Corporation) the number of Security Keys which the Owners Corporation considers necessary.

9.5 The Owners Corporation may charge You a fee or a bond for any additional or extra Security Key You may require. You must take all reasonable steps to ensure return of any additional Security Key which you no longer require to the Owner or the Owners Corporation.

9.6 You must exercise great care in making a Security Key available for users of Your Lot.

9.7 You must not duplicate or permit a Security Key to be duplicated and must take all reasonable steps to ensure a Security Key is not lost or handed to any person other than another Owner or Occupier or to the Owners Corporation.

9.8 You must promptly notify the Owners Corporation if a Security Key is lost or destroyed.

9.9 The Owners Corporation has the power to re-code Security Keys and to require You to return your Security Keys to have them re-coded.

9.10 The Owners Corporation has the power to make agreements with other parties to manage the Security Keys system for a charge, and if it does, You must deal with that party and pay the fee or bond that party may require for Security Keys.

## **10 - Compensation to owners corporation**

10.1 You will be liable to compensate the Owners Corporation for any damage to the Common Property or personal property vested in the Owners Corporation caused by You or any of Your invitees.

10.2 You will be liable to re-imburse the Owners Corporation for any costs incurred by the Owners Corporation as a result of breach of the by-laws by You or any one under your control.

## **11 - Garbage applicable to all lots except retail lot**

11.1 This by-law applies to all Lots except the Retail Lot.

11.2 You may only dispose of Garbage in the manner provided by this by- law.

11.3 If You are an Owner or Occupier in building A (which has garbage chutes):

(a) Garbage that is non-recyclable must be:

(i) securely wrapped in small parcels (any tins or other containers must be completely drained before being wrapped); and

(ii) placed in the garbage chute.

(b) Garbage may not be placed or left in the garbage closets on each level of Building A.

(c) Garbage that is recyclable material must be:

(i) separated from Garbage that is non-recyclable;

(ii) prepared and separated in accordance with any applicable recycling guidelines for the Building (prepared by the Owners Corporation, the local Council, any relevant Authority or otherwise);

(iii) in the case of bottles, completely drained; and

(iv) placed in the relevant recyclable bins in the garbage room in building A.

11.4 If You are an Owner or Occupier in any of buildings B, C or D (which do not have garbage chutes):

(a) Garbage that is non-recyclable must be:

(i) securely wrapped in small parcels (any containers must be completely drained wrapped); and

(ii) placed in the garbage room designated for use by Owners and Occupiers in Your building.

(b) Garbage that is recyclable material must be:

(i) separated from Garbage that is not recyclable;

(ii) prepared and separated in accordance with any applicable recycling guidelines for the Building (prepared by the Owners Corporation, the local Council, any relevant Authority or otherwise);

(iii) in the case of bottles, completely drained; and

(iv) placed in the relevant recyclable bin in the garbage room designated for use by Owners and Occupiers in Your building.

(c) comply with all reasonable directions given by the Owners Corporation as to the disposal and storage of waste (including the cleaning up of spilled waste) on Common Property, and

(d) comply with the local Council's guidelines for the storage, handling, collection and disposal of waste.

11.5 You must:

(a) promptly remove any Garbage that may have been spilled; and

(b) promptly clean the area on which the Garbage has been spilled.

11.6 You must not leave Garbage (whether it is in container's or not) on any part of the Common Property except in the garbage room designated for use by Your Lot.

11.7 An owner or occupier of a Lot must not deposit in a toilet, or otherwise introduce or attempt to introduce into the plumbing system, any item that is not appropriate for any such disposal (for example, a disposable nappy).

## **12 - Electric vehicle charging**

12.1 Subject to the conditions in this by-law, an Owner who has the use of a car bay in the carpark has a special privilege in respect of the common property to install in that car bay an electrical supply and an electrical outlet of up to 16 amps for the purpose of charging an electric vehicle (the equipment).

12.2 The Owner must make an application to the Strata Committee in relation to the installation, which must comply with by-law 6. The Strata Committee may approve the application provided that:

(a) The Strata Committee is satisfied that its existing systems will support the proposed equipment.

(b) The Owner making the application enters into an alteration and indemnity agreement on terms determined by the Strata Committee, including terms that:

(i) the Owner will pay all costs related to installation, repair, maintenance and upgrades of the equipment; and

(ii) the Owner will indemnify the Owners' Corporation and hold it harmless against any loss or expense it may sustain in connection with the installation and use of the equipment.

(c) The Strata Committee may charge the owner for electricity costs. To this end, the Strata Committee will determine how to assess charges to Owners with such equipment, whether by metering, mileage, a flat fee or another method.

12.3 If, in the opinion of the Strata Committee, the equipment may be removed with minimal harm to Common Property:

(a) The owner will retain ownership of the equipment.

(b) The owner may remove the equipment on the sale of the unit associated with the car bay (the associated unit), provided that the owner promptly repair any damage its removal causes.

(c) If the owner does not remove the equipment on the sale of the associated unit, the equipment becomes the Common Property of the subsequent owner of the associated unit.

## **13 - Animals**

13.1 An owner or occupier of a Lot must not, without the prior written consent of the Owners' Corporation, keep any animal on the Lot or the Common Property. That approval is to be issued for the specific animal the subject of the application.

13.2 The Owners' Corporation must not unreasonably withhold consent and must give an owner or occupier written reasons for any refusal to grant approval.

13.3 An owner or occupier of a Lot who keeps an assistance animal on the Lot must, if required to do so by the Owners Corporation, provide evidence to the owners corporation demonstrating that the animal is an assistance animal as referred to in section 9 of the *Disability Discrimination Act 1992 of the Commonwealth*.

13.4 The following animals must not be kept on the lot or common property:

(a) Dogs of a declared dangerous breed Any dog declared under the Companion Animals Act 1998 to be a dangerous dog or any dog that is a restricted dog within the meaning of that Act, or the regulations thereunder.

(b) Domestic fowl, game birds, cockatoos or large parrots.

13.5 An owner or occupier of a Lot who has been permitted by the Owners' Corporation to keep an animal on the Lot or Common Property must:

(a) Keep the animal leashed, in an animal carrier or otherwise under control at all times when on internal common property and supervised at all times when on external common property.

(b) Ensure that all faeces or other animal waste, whether on the Lot or the Common Property is immediately removed and disposed of and that in doing so no faeces or other animal waste is placed in the common property garbage receptacles unless contained within a securely sealed plastic or other impermeable wrapping and in such a manner that no offensive odours escape; and

(c) Ensure that the animal does not disturb other owners or occupiers of a Lot; and

- (d) Ensure that the animal does not wander on to another Lot or on the Common Property; and
- (e) Ensure that dogs and cats are appropriately identified by, for example, microchip, tattoo or other appropriate means and registered with City of Sydney Council; and
- (f) Ensure that an appropriate flea and vaccination schedule is maintained in respect of the animal; and acknowledge that the Owners Corporation may withdraw its consent to keep an animal in the event of a breach of By-Law 15.
- (g) Ensure that the animal does not enter the swimming pool enclosure or swimming pool.

## **14 - Rules**

14.1 The Owners Corporation may make Rules relating to matters associated with the use, management, security and control of the Building and any Common Property.

14.2 The Owners Corporation may amend or replace any Rule.

14.3 You are bound by the Rules:

14.4 The Owners Corporation must display any new or amended Rule on the notice board of the Building for at least 7 days, or send a copy to each Owner.

## **15 - Insurance premiums**

15.1 Unless you have the prior written consent of the Owners Corporation, You may not do or permit anything which may invalidate, suspend or increase the premium for any insurance policy effected by the Owners Corporation.

15.2 Consent under by-law 15.1 allows the Owners Corporation to require You to reimburse the Owners Corporation for higher premiums which result from Your activities or use of Your Lot and/or the Common Property.

15.3 You must immediately notify the Owners Corporation of any activity carried out or intended to be carried out or permitted to be carried out on Your Lot which may increase the premiums for the insurances held by the Owners Corporation.

15.4 You are responsible to pay the amount by which any insurance premium may increase as a result of any activity being carried out on Your Lot. The increased amount must be paid from time to time on demand from the Owners Corporation. A letter from the broker for the Owners Corporation is, in the absence of manifest error, conclusive evidence of the increased amount.

## **16 - Signs**

16.1 Unless You have the prior written consent of the Owners Corporation You must not affix or exhibit any Sign to or on any part of the Building unless it is inside your Lot and is not visible from outside your Lot.

16.2 This by-law 16 does not apply to the Original Proprietor or any Sign erected by the Retail Proprietor which complies with by- law BY-LAW 21.

## **17 - Pool**

17.1 The following rules apply to the use of the Pool Area:

- (a) You enter and use the Pool Area at your own risk;
- (b) any child under the age of 12 years must be accompanied by a responsible adult who must remain in the Pool Area;



- (c) You must not run, jump, dive or otherwise conduct yourself in a dangerous or careless manner in the Pool Area or within the vicinity of the Pool Area;
- (d) You must not leave any object on the ground or in the water, in the Pool Area, or within the vicinity of the Pool Area;
- (e) You must not disturb the peaceful enjoyment of the Pool Area by other users; and
- (f) You must leave the Pool Area when requested to do so by any person authorised by the Owners Corporation.
- (g) Only Occupiers and their accompanied guests may enter or remain in the Pool Area.
- (h) No breakable item may be taken into the pool area, including glass, ceramics, and porcelain.
- (i) No one may enter or remain the pool area outside the published opening times.

## **18 - Moving and delivering**

18.1 This by-law relates to moving in and out of the Building, taking delivery of items in the Building and moving large or heavy items through the Common Property.

18.2 Such items may only be moved through the Common Property or taken delivery of, in accordance with the requirements and Rules of the Owners Corporation.

18.3 You must not do any damage to the Common Property, or You must immediately make good any such damage.

18.4 If the Owners Corporation has appointed a Building Manager, You must comply with their requirements.

## **19 - Complaints and applications**

19.1 Any complaint or application to the Owners Corporation or the Strata Committee must be addressed in writing to the party nominated from time to time by the Owners Corporation.

19.2 If the Owners Corporation has not made a nomination, then they must be addressed to the Managing Agent, or if the Owners Corporation has not appointed a Managing Agent, to the Strata Committee.

## **20 - Lease or licence of lots**

20.1 This by-law applies to Lots that are leased or licensed.

20.2 If You have leased or licensed Your Lot:

- (a) You must ensure the Occupiers have a copy of the most recent version of the by-laws, and any amendments or changes from time to time of the by-laws;
- (b) You must ensure the Occupiers comply with the by-laws;
- (c) You must act promptly to comply with any reasonable notice You may receive from the Owners Corporation, the Strata Committee, the Managing Agent or the Building Manager about Your Occupiers; and
- (d) You must take all action available to ensure Your Occupiers comply with the by-laws and any reasonable notice You receive from the Owners Corporation.

20.3 If You are an Occupier of a Lot:

- (a) You must comply with the by-laws; and
- (b) You must promptly comply with any notice You receive from the Owners Corporation, the Strata Committee, the Managing Agent or the Building Manager.

## **21 - Exclusive use rights and special privilege in favour of the retail lot in connection with signs**

21.1 This is an Exclusive Use By-law.

21.2 Despite any other by-law to the contrary, the Retail Lot Proprietor and every person authorised by it has the special privilege, to erect or attach and use Signs on the Retail Sign Area on the conditions of this by-law.

21.3 The Retail Lot Proprietor must obtain the consent of all relevant Authorities prior to erecting each Sign.

21.4 The Retail Lot Proprietor is responsible for the proper care, maintenance and replacement of any Sign erected in accordance with this by-law. The Owners Corporation is responsible for the proper care, maintenance, replacement and keeping in a state of good and serviceable repair the Common Property on which any such Sign is erected or attached.

21.5 The Retail Lot Proprietor must keep each Sign erected in accordance with this by-law in a proper state of repair and condition.

21.6 The Retail Lot Proprietor may erect a Sign or Signs on the Retail Sign Area without the consent of the Owners Corporation if it is one which is in conformity with the Building signage on the south western pillar outside the main entrance of Building A. For any period of time there is no signage on that pillar Signs erected by the Retail Lot Proprietor must be in conformity with the Building as high class residential building.

## **22 - Exclusive use rights and special privilege in favour of the retail lot in connection with grease arrestor**

22.1 This is an Exclusive Use By-law.

22.2 Despite any other by-law to the contrary the Retail Lot Proprietor and every person authorised by it has the special privilege to use the Grease Arrestor and the Grease Arrestor Room.

22.3 The Retail Lot Proprietor is solely responsible for the proper care, maintenance, replacement and keeping in a state of good and serviceable repair the Grease Arrestor, the Common Property on which the Grease Arrestor is contained and the Grease Arrestor Room.

22.4 The Retail Lot Proprietor must:

- (a) keep the Grease Arrestor Room clean at all times;
- (b) have the Grease Arrestor cleaned on a regular basis at its own cost;
- (c) must comply with all laws and the requirements of all Authorities in connection with the Grease Arrestor and the Grease Arrestor Room; and
- (d) effect and keep effected public liability insurance in respect of the Grease Arrestor Room.

## **23 - Exclusive use rights and special privilege in favour of the retail lot over the riser**

23.1 This is an Exclusive Use By-law.

23.2 Despite any other by-law to the contrary the Retail Lot Proprietor and every person authorised by it has:

- (a) the exclusive use of the Riser Main; and
- (b) the special privilege to attach the Retail Lot to the Riser Main; and
- (c) the special privilege to use the Riser Main for any purpose associated with the use of the Retail Lot.

23.3 The Retail Lot Proprietor is solely responsible for the proper care, maintenance, replacement and keeping in a state of good and serviceable repair the Riser Main.

23.4 The Retail Lot Proprietor must:

- (a) comply with the requirements, and notices, of all relevant Authorities in connection with the Riser Main;
- (b) reimburse the Owners Corporation for any additional insurance premiums or increased insurance premiums paid or payable by the Owners Corporation on any insurance policy effected in connection with the Building as a result of the exercise of the rights in this by-law;
- (c) indemnify the Owners Corporation and keep the Owners Corporation indemnified against all claims and liability incurred by the Owners Corporation as a result of exercise of the rights created by the this by-law or as a result of failing to carry out any obligation imposed by this by-law;
- (d) keep and maintain the Riser Main clean and in good condition; and
- (e) replace or renew the Riser Main when it is in need of replacement or renewal.

## **24 - Exclusive use rights and special privilege in favour of the retail lot to carry out building works**

24.1 This is an Exclusive Use By-law.

24.2 The Retail Lot proprietor has the special privilege to carry out Fit Out Works to the Retail Lot which are necessary or considered desirable by the Retail Lot Owner for the purposes of carrying out any activity or business in the Retail Lot which is the subject of a Development Consent, subject to the conditions in by-laws 24.3, 24.4, 24.5 and 24.6.

24.3 The Retail Lot Owner must not commence to carry out any Fit Out Works:

- (a) it has procured all relevant consents from the relevant Authorities; and
- (b) if applicable, it has in place all relevant insurances and has given a copy of the policy and the certificate of currency to the Owners Corporation.

24.4 When carrying out Approved Building Works the Retail Lot Owner must:

- (c) comply with the requirement of all relevant Authorities and the consents from the relevant Authorities;
- (d) ensure the works are carried out in a proper and workmanlike manner;

- (a) use only qualified and where appropriate, licensed tradesmen;
- (b) ensure the works are carried out without undue delay;
- (c) ensure no materials, tools, rubbish or debris are left lying about the Common Property;
- (d) cause as little disturbance as is practicable to other Owners and Occupiers;
- (e) ensure no damage is done to any service lines or services installed in the Building, or if damage is caused, immediately make good that damage;
- (f) ensure no damage is caused to the Common Property, or if damage is caused, immediately make good that damage;
- (g) ensure no damage is caused to the property of any other Owner or Occupier, or if damage is caused, immediately make good that damage; and
- (h) ensure the works are installed wholly within the boundaries of the Retail Lot.

24.5 On completion of the Fit Out Works the Retail Lot Owner must:

- (e) ensure all rubbish and debris caused by the works is removed from the Building;
- (f) ensure the Common Property is left clean and tidy; and
- (a) if required by the Owners Corporation, give the Owners Corporation a set of as-built plans of the works.

24.6 The Owners Corporation must endorse its consent on all applications, documents and plans required by the Retail Lot Proprietor in order for it to procure consent to Fit Out Works the subject of this by-law.

24.7 The Retail Lot Proprietor is solely responsible for the proper care, maintenance, replacement and keeping in a state of good and serviceable repair any Common Property which is altered, added to, removed, repaired or replace in accordance with this by-law.

## **25 - Exclusive use rights and special privilege in favour of the retail lot in connection with services**

25.1 This is an Exclusive Use By-law.

25.2 Despite any other by-law to the contrary, the Retail Lot Proprietor and every person authorised by it has:

- (a) the special privilege to install those Services into the Retail Lot considered necessary by the Retail Proprietor, or required by an Authority, in connection with the business being conducted in the Retail Lot;
- (b) the special privilege to make alterations to the Common Property for the purposes of installing Services Equipment into the Retail Lot and those parts of the Common Property considered necessary by the Retail Lot Proprietor, or required by an Authority, in connection with the Services applicable to the Retail Lot; and
- (c) the exclusive use over those parts of the Common Property over which the Services Equipment is installed or attached.

25.3 The Retail Lot Proprietor is solely responsible for the proper care, maintenance, replacement and keeping in a state of good and serviceable repair the Services Equipment erected on or attached to Common Property and the Common Property on which the Services Equipment is contained.

25.4 When carrying out works to install any Services Equipment the Retail Lot Proprietor must:

- (a) comply with the requirements of all relevant Authorities and the consent from the relevant Authorities;
- (b) ensure the works are carried out in a proper and workmanlike manner;
- (c) use only qualified and where appropriate qualified tradesman;
- (d) ensure the works are carried out without undue delay;
- (e) ensure no materials, tools, rubbish or debris are left lying about the Common Property;
- (f) cause as little disturbance as is practicable to other Owners and Occupiers;
- (g) ensure no damage is done to any service lines or services installed in the Building or if damage is caused, make immediately good that damage;
- (h) ensure no damage is caused to the Common Property, or if damage is caused, immediately make good that damage; and
- (i) ensure no damage is caused to the property of any other Owner or Occupier, or if damage is caused, immediately make good that damage.

## **26 - Exclusive use rights and special privilege in favour of the retail lot in connection with air conditioning equipment**

26.1 This is an Exclusive Use By-law.

26.2 Despite any other by-law to the contrary, the Retail Lot Proprietor special privilege to connect that part of the Air Conditioning System in or servicing its Lot to that part of the Air Conditioning System comprised within the Common Property.

26.3 The Retail Lot Proprietor is solely responsible for the proper care, maintenance, replacement and keeping in a state of good and serviceable repair the Air Conditioning Equipment and the Common Property on which it is attached or located.

## **27 - Air conditioning equipment**

27.1 This by-law does not apply to the Retail Lot.

27.2 The consent of the Owners Corporation {which must not be unreasonably held} must be obtained if You wish to install any Air Conditioning Equipment in Common Property servicing your Lot.

27.3 Any Air Conditioning Equipment must not be visible from outside the Building in which Your Lot is located when standing in the Common Property or in a public street outside your Building.

27.4 You must not install the Air Conditioning Equipment or commence to carry out any work in connection with the Air Conditioning Equipment:

- (a) unless the Owners Corporation has approved the plans for the work and approved the type of Air Conditioning Equipment which approval must not be unreasonably withheld if the Air Conditioning Equipment complies with the requirements of all relevant Authorities and the rules (if any) of the Owners Corporation made in accordance with by-law 27.7; and
- (b) You have procured all relevant consents from the relevant Authorities.

27.5 When carrying out works to install your Air Conditioning Equipment you must:

- (a) comply with the reasonable requirements of the Owners Corporation;
- (b) comply with the requirements of all relevant Authorities and the consent from the relevant Authorities;
- (c) ensure the works are carried out in a proper and workmanlike manner;
- (d) use only qualified and where appropriate qualified tradesman;
- (e) ensure the works are carried out without undue delay;
- (f) ensure no materials, tools, rubbish or debris are left lying about the Common Property;
- (g) cause as little disturbance as is practicable to other Owners and Occupiers;
- (h) ensure no damage is done to any service lines or services installed in the Building or if damage is caused, make immediately good that damage;
- (i) ensure no damage is caused to the Common Property, or if damage is caused, immediately make good that damage; and
- (j) ensure no damage is caused to the property of any other Owner or Occupier, or if damage is caused, immediately make good that damage.

27.6 You must ensure the completed works comply with the requirements of all relevant Laws and Authorities.

27.7 The Owners Corporation may make rules and regulations about the type, size and quality of any Air Conditioning Equipment. If the Owners Corporation makes any such rules or regulations, You must comply with them and only install Air Conditioning Equipment which complies with those rules and regulations.

27.8 If You install any Air Conditioning Equipment with the consent of the Owners Corporation in accordance with this by-law then:

- (a) You have the exclusive use of that part of the Common Property over which the Air Conditioning Equipment is installed or constructed; and
- (b) You are solely responsible for the proper care, maintenance, replacement and keeping in a state of good and serviceable repair the Air Conditioning Equipment and the Owners Corporation is responsible for the proper care, maintenance, replacement and keeping in a state of good and serviceable repair the Common Property on which the Air Conditioning Equipment is erected or attached.

## **29 - Garbage arrangements for retail lot**

### **29.1 Definitions**

In this by-law: these terms (in any form) means:

**Authority** means an authority of any kind and includes local government, semi government and federal and state government authorities.

**Block A** means the building marked "Block A" on the Strata Plan.

**Building** means the building the subject of the Strata Scheme.

**Common Property** means the common property of the Strata Plan.

**Garbage** means any refuse, recyclable or waste.

**Owners Corporation** means the owners corporation of the Strata Scheme.

**Retail lot** means lot 1 in the Strata Plan.

**Retail lot Occupier** means any tenant, licensee or occupier of the Retail Lot.

**Retail lot Owner** means the registered proprietor for the time being of the Retail Lot. Where there is more than one owner of the Retail Lot, the expression includes each of those owners jointly and severally.

**Strata Plan** means strata plan registered number 76137.

**Strata Scheme** means the strata scheme constituted on registration of the Strata Plan.

## **29.2 Garbage arrangements for Retail Lot**

(a) Garbage in connection with the Retail Lot may only be disposed of in the manner provided in this by-law.

(b) Garbage in connection with the Retail Lot may be stored in bins located in the garbage room in Block A provided that:

(i) The bins may only be located in that part of the garbage room in Block A designated for use by the Retail Lot (the "Designated Area").

(ii) Garbage that is non-recyclable must be:

(A) securely wrapped in small parcels (any tins or other containers must be completely drained before being wrapped); and

(B) placed in non-recyclable bins provided by the Retail Lot Owner at its own cost

(iii) Garbage that is recyclable material must be:

(A) separated from Garbage that is non-recyclable;

(B) prepared and separated in accordance with any applicable recycling guidelines for the Building (prepared by the Owners Corporation, the local council or any relevant Authority or otherwise);

(C) in the case of bottles, completely drained; and

(D) placed in the relevant recyclable bins provided by the Retail Lot Owner at its own cost.

(c) The Retail Lot Owner and any Retail Lot Occupier must:

(i) place Garbage in the garbage room in Block A in the Designated Area only;

(ii) arrange for Garbage to be regularly removed by independent contractors (at no cost to the Owners Corporation) so as to ensure no Garbage accumulates for any reasonable amount of time;

(iii) not place or leave Garbage of any kind or garbage bins on the Common Property;

(iv) promptly remove any Garbage that may have spilled; and

(v) promptly clean the area on which any Garbage has been spilled.

## **30 - Right for lot 1 to make alterations to common property**

### **30.1 Type of by-law**

- (a) This is a by-law made in accordance with s65A of the Management Act.
- (b) This by-law may only be amended by a special resolution of the Owners Corporation and with the written consent of the Retail Lot Owner.
- (c) The Retail Lot Owner may allow the Retail Lot Occupier and an Authorised Person to exercise the rights of the Retail Lot Owner under this by-law. The Retail Lot Owner remains responsible to the Owners Corporation in connection with compliance with this by-law.

### **30.2 Definitions**

In these by-laws, these terms (in any form) mean:

**Authorised Person** means any employee, contractor, servant or agent of the Retail Lot Owner.

**Authority** means an authority of any kind and includes local government, semi government and federal and state government authorities.

**Basement Building Works** means those alterations to the Common Property relating to, or in the vicinity of the Retail Lot, generally depicted by the Plans, being:

- (a) the installation of a chain wire fence;
- (b) the installation of a 1800 x 1800 modular coolroom;
- (c) the installation of a PVC conduit along par park soffit; and
- (d) the installation of all relevant services.

**Building** means the building the subject of the Strata Scheme.

**Building Works** means the Ground Floor Building Works and the Basement Building Works.

**Common Property** means the common property of the Strata Plan.

**Ground Floor Building Works** means those alterations to the Common Property relating to, or in the vicinity of the Retail Lot, generally depicted by the Plans, being:

- (a) the installation of a plaster board ceiling;
- (b) the installation of a floating timber floor (with associated insulation);
- (c) the installation of plasterboard (or plaster applied) painted walls;
- (d) the installation of a feature wall;
- (e) the affixing of tiles to walls; and
- (f) the installation of the following services:
  - (i) air conditioning and exhaust ductwork;
  - (ii) electrical power, communications and lighting;
  - (iii) fire protection; and
  - (iv) water, drainage and gas.



**Management Act** means the *Strata Schemes Management Act 1996 (NSW)*.

**Retail Lot** means lot 1 in the Strata Plan.

**Retail Lot Occupier** means any tenant, licensee or occupier of the Retail Lot.

**Retail Lot Owner** means the registered proprietor for the time being of the Retail Lot. Where there is more than one owner of the Retail Lot, the expression includes each of those owners jointly and severally.

**Owners Corporation** means the owners corporation of the Strata Scheme.

**Plan** means the plan annexed to this by-law and marked with the letter "A".

**Strata Plan** means strata plan registered number 76137.

**Strata Scheme** means the strata scheme constituted on registration of the Strata Plan.

### **30.3 Rights**

The Retail Lot Owner is authorised, subject to the conditions in this by-law:

- (a) to carry out the Building Works;
- (b) to permit any Authorised Person to carry out the Building Works; and
- (c) to install services, pipes, ducts, conduits and other items in the Retail Lot and the Common Property to the extent necessary to carry out the Building Works.

### **30.4 Access to Common Property**

The Retail Lot Owner is authorised to access all relevant parts of the Common Property for the purposes of carrying out the Building Works and to store on the relevant parts of the Common Property materials, sheds and other relevant items for such reasonable period of time as may be necessary to carry out the Building Works.

### **30.5 Maintenance obligations**

To the extent the Building Works, when completed, are attached to or form part of the Common Property and to the extent any services, pipes, ducts and other items are attached to or installed in Common Property, the Retail Lot Owner is responsible for the ongoing maintenance and repair of those parts of the Common Property.

### **30.6 Obligations when carrying out Building Works**

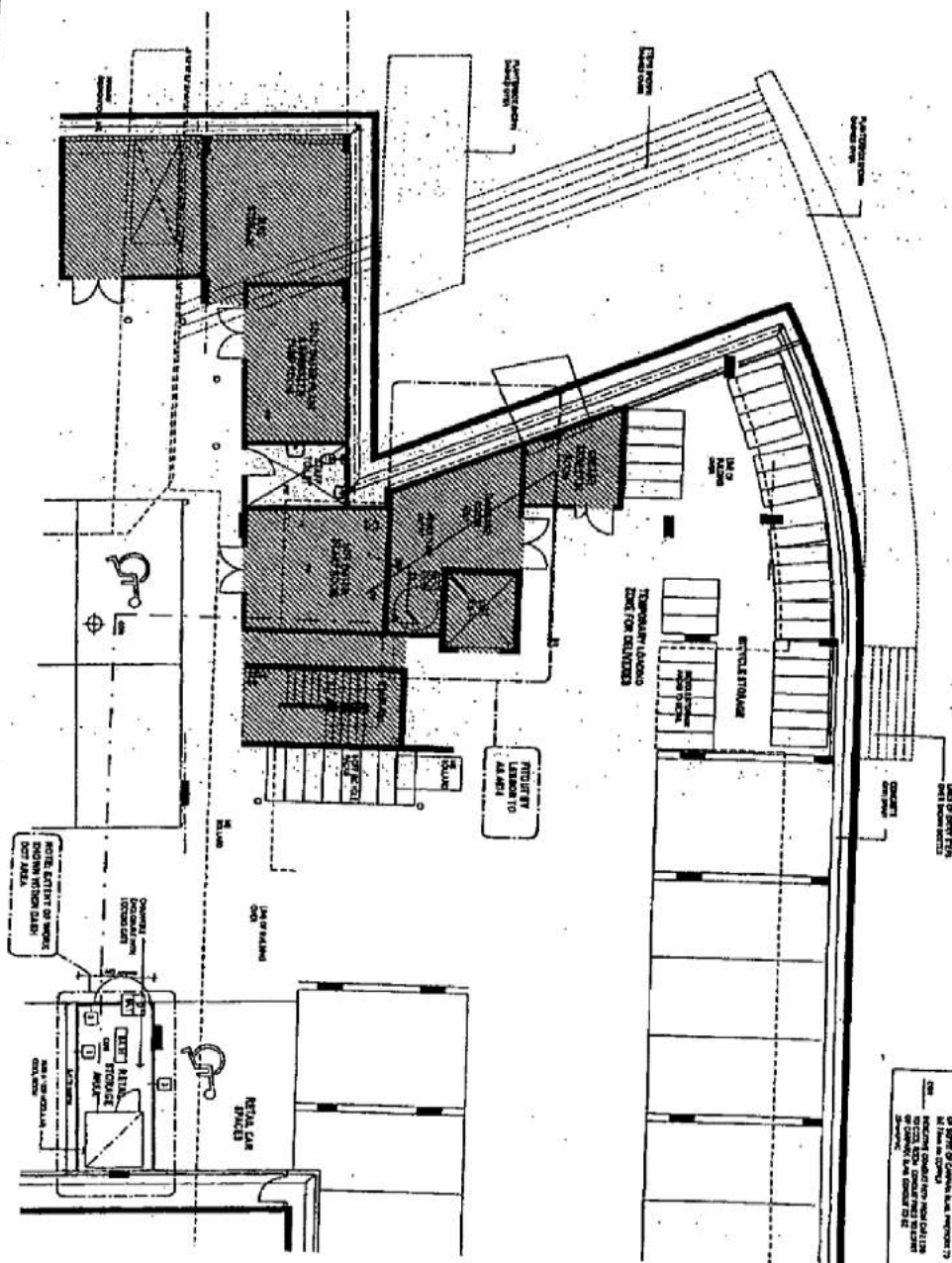
- (a) When carrying out the Building Works, the Retail Lot Owner must:
  - (i) obtain necessary consents from government agencies;
  - (ii) ensure the works are carried out in a proper and workmanlike manner;
  - (iii) use only qualified and where appropriate, licensed tradesmen;
  - (iv) ensure all relevant insurances are in place and if requested by the Owners Corporation provide it with copies of those insurances;
  - (v) ensure no materials, tools, rubbish or debris are left lying about the Common Property;
  - (vi) cause as little disturbance as is practicable to other owners and occupiers of other lots in the Strata Scheme;

- (vii) ensure no damage is done to any service lines or services installed in the Building, or if damage is caused, immediately make good that damage;
  - (viii) ensure no damage is caused to the Common Property, or if damage is caused, immediately make good that damage;
  - (ix) ensure no damage is caused to the property of any other owner or occupier of another lot in the Strata Scheme, or if damage is caused, immediately make good that damage;
  - (x) obtain consent of from the Owners Corporation if services are to be interfered with or interrupted;
  - (xi) notify the Owners Corporation of the estimated commencement and termination dates of the Building Works; and
  - (xii) comply with the reasonable requirements of the Owners Corporation notified in writing to the Retail Lot Owner.
- (b) Prior to commencing the Building Works, the Retail Lot Owner must procure the consent of all relevant Authorities and must obtain all relevant insurances in connection with carrying out the Building Works and if requested by the Owners Corporation provide it with copies of those insurances.
- (c) On completion of the Building Works, the Retail Lot Owner must ensure:
- (i). all rubbish and debris caused by the Building Works is removed from the Building; and
  - (ii) the Common Property in the vicinity of the Building Works is left clean and tidy.
- (d) The Retail Lot Owner must ensure the completed Building Works complies with the requirements of all relevant laws and Authorities and does not result in the Owners Corporation breaching any law or the requirements of any Authority.

### **30.7 Indemnity**

The Retail Lot Owner agrees to indemnify the Owners Corporation and keep the Owners Corporation indemnified for all costs, losses and expenses incurred by the Owners Corporation arising out of damage to or injury to property or persons as a result of carrying out the Building Works.

A

[illegible][illegible]

$\oplus z$

© Phillipa Russell Lawyer

*Cafe Steamboats*

BASEMENT  
2-14 EYE ST  
ERSKINEVILLE NSW

NO.	REMARKS	DATE
C	26023	AS-BA
KJ	26023	MAY '06

**EVE STREET**

SCALE BAR

**MACDONALD STREET.**

[illegible]

© Philippa Russell Lawyer

GRÖND FLOOR  
2-14 EVE ST  
ERSKINÉVILLE NSW

FURNITURE PLAN	
ITEM	DESCRIPTION
C	26025 A5-GR
KJ	MAY 06 3

This feature received an OFF RAMP rating.

**U.S. DEPARTMENT OF JUSTICE**

**FEDERAL BUREAU OF INVESTIGATION**

**Form No. 104 (Rev. 1-25-60)**

**MEMORANDUM FOR THE DIRECTOR**

**SUBJECT: [Illegible]**

**DATE: [Illegible]**

**TO: [Illegible]**

**FROM: [Illegible]**

**1. [Illegible]**

**2. [Illegible]**

**3. [Illegible]**

**4. [Illegible]**

**5. [Illegible]**

**6. [Illegible]**

**7. [Illegible]**

**8. [Illegible]**

**9. [Illegible]**

**10. [Illegible]**

**11. [Illegible]**

**12. [Illegible]**

**13. [Illegible]**

**14. [Illegible]**

**15. [Illegible]**

**16. [Illegible]**

**17. [Illegible]**

**18. [Illegible]**

**19. [Illegible]**

**20. [Illegible]**

**21. [Illegible]**

**22. [Illegible]**

**23. [Illegible]**

**24. [Illegible]**

**25. [Illegible]**

**26. [Illegible]**

**27. [Illegible]**

**28. [Illegible]**

**29. [Illegible]**

**30. [Illegible]**

**31. [Illegible]**

**32. [Illegible]**

**33. [Illegible]**

**34. [Illegible]**

**35. [Illegible]**

**36. [Illegible]**

**37. [Illegible]**

**38. [Illegible]**

**39. [Illegible]**

**40. [Illegible]**

**41. [Illegible]**

**42. [Illegible]**

**43. [Illegible]**

**44. [Illegible]**

**45. [Illegible]**

**46. [Illegible]**

**47. [Illegible]**

**48. [Illegible]**

**49. [Illegible]**

**50. [Illegible]**

**51. [Illegible]**

**52. [Illegible]**

**53. [Illegible]**

**54. [Illegible]**

**55. [Illegible]**

**56. [Illegible]**

**57. [Illegible]**

**58. [Illegible]**

**59. [Illegible]**

**60. [Illegible]**

**61. [Illegible]**

**62. [Illegible]**

**63. [Illegible]**

**64. [Illegible]**

**65. [Illegible]**

**66. [Illegible]**

**67. [Illegible]**

**68. [Illegible]**

**69. [Illegible]**

**70. [Illegible]**

**71. [Illegible]**

**72. [Illegible]**

**73. [Illegible]**

**74. [Illegible]**

**75. [Illegible]**

**76. [Illegible]**

**77. [Illegible]**

**78. [Illegible]**

**79. [Illegible]**

**80. [Illegible]**

**81. [Illegible]**

**82. [Illegible]**

**83. [Illegible]**

**84. [Illegible]**

**85. [Illegible]**

**86. [Illegible]**

**87. [Illegible]**

**88. [Illegible]**

**89. [Illegible]**

**90. [Illegible]**

**91. [Illegible]**

**92. [Illegible]**

**93. [Illegible]**

**94. [Illegible]**

**95. [Illegible]**

**96. [Illegible]**

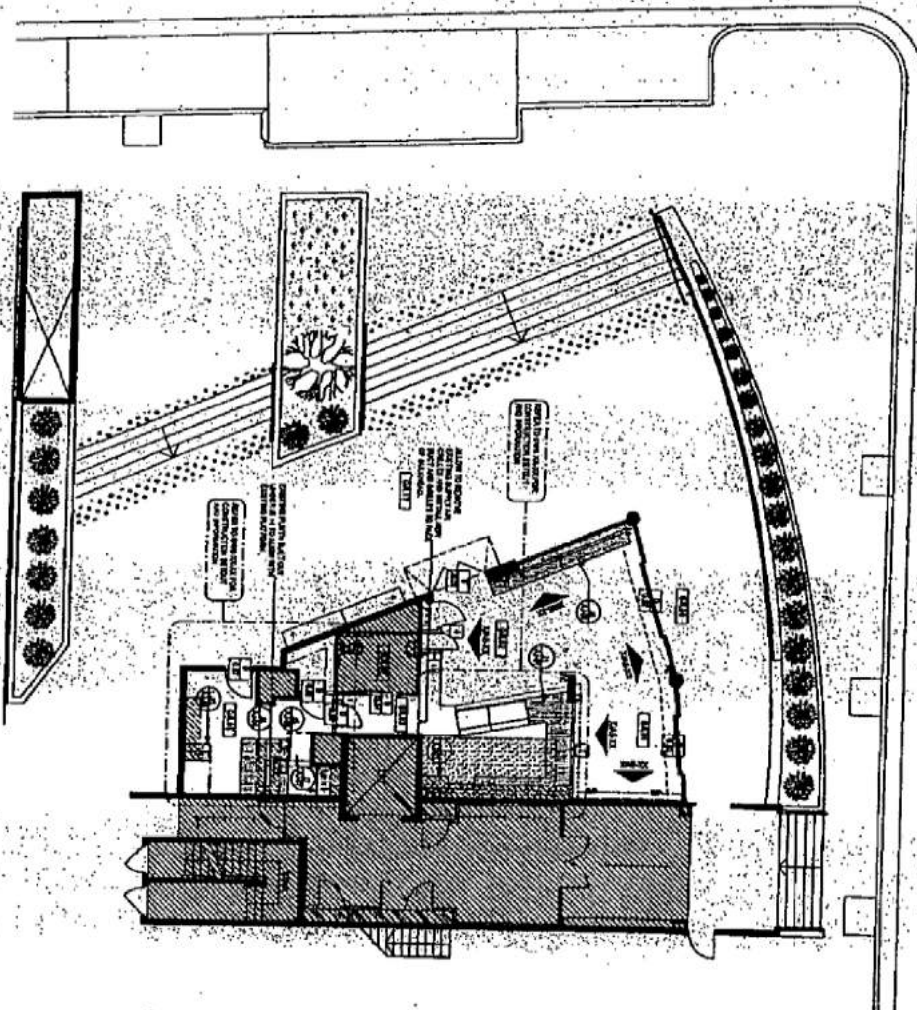
**97. [Illegible]**

**98. [Illegible]**

**99. [Illegible]**

**100. [Illegible]**

SCALE BAR

[illegible][illegible]

© Philippa Russell Lawyer

This fax was received by CLEA FAXmaker fax:##### Fax:#####

*Cable*  
*Southern Cross*

GROUND FLOOR  
2-14 EVE ST  
ERSKINEVILLE NSW

CONSTRUCTION PLANS

A 28025 A-G-G  
K1 28025 MAY 06

[illegible]

## **10 - Hanging out of washing**

- 1) An owner or occupier of a lot may hang any washing on any lines provided by the owners corporation for that purpose. Such washing may only be hung for a reasonable period.
- 2) An owner or occupier of a lot may hang washing on any part of the lot provided that the washing will not be visible from street level outside the parcel.
- 3) An owner or occupier of a lot may hang washing on any part of the lot that will be visible from street level outside the parcel only if the owner or occupier has the prior written approval of the owners corporation.
- 4) In this clause: washing includes any clothing, towel, bedding or other article of a similar type.

## **32 - Service of documents on owner of lot by owners corporation**

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.

## **33 - Exclusive use rights and special privilege in favour of lots 51, 117, 118, 120, 123, 125 & 126**

1. This is an Exclusive Use By-law.
2. Despite any other by-law to the contrary, the owner of:
  - (a) Lot 51 has a special privilege to undertake the following;
    1. exclusive use to courtyard area
    2. reduce the garden bed area to half,
    3. level garden bed area to ground height
    4. demolish and remove the brick nib wall centre of the courtyard
    5. demolish and remove horizontal garden bed brick retaining wall
    6. supply and install tiles to courtyard area
  - (b) lots 117, 123, and 125 have a special privilege to remove the western and southern garden bed wall adjoining their courtyard and exclusive use of the area occupied by the removed walls;
  - (c) lots 118, 120 and 126 have a special privilege to remove the eastern and southern garden bed wall adjoining their courtyard and exclusive use of the area occupied by the removed walls;
3. When carrying out works to remove any wall authorised in the by-law, the owner of the lot must:
  - (a) comply with the requirements of all relevant Authorities and the consent from the relevant Authorities;
  - (b) ensure the works are carried out in a proper and workmanlike manner;
  - (c) use only qualified and where appropriate qualified tradesman;
  - (d) ensure the works are carried out without undue delay;

- (e) ensure no materials, tools, rubbish or debris are left lying about the Common Property;
- (f) cause as little disturbance as is practicable to other Owners and Occupiers;
- (g) ensure no damage is done to any service lines or services installed in the Building or if damage is caused, make immediately good that damage;
- (h) ensure no damage is caused to the Common Property, or if damage is caused, immediately make good that damage; and
- (i) ensure no damage is caused to the property of any other Owner or Occupier, or if damage is caused, immediately make good that damage.

4. The owner of each lot who removes a wall authorised in this by-law must maintain and keep in a state of good and serviceable repair the area occupied by the removed wall.

5. Each owner benefitted by the rights and privileges granted in this by-law indemnifies and keeps the Owners Corporation indemnified against any loss, claim, cost, legal liability or proceedings in respect of any injury, loss or damage whatsoever to the Common Property, or other property or person insofar as such injury, loss or damage arises out of the:

- (a) work to remove the wall;
- (b) use of their respective exclusive use areas;
- (c) failure to comply the duty to maintain, repair, renew or replace;
- (d) performance of any work required to comply with the duty to maintain and repair;
- (e) owner's breach of any part of this by-law.

6. If an owner fails to comply or breaches any part of this by-law, then the Owners Corporation may:

- (a) request, in writing, that the owner complies or rectifies the breach within 14 days or such other period as is specified in the notice;
- (b) if the owner fails to comply with the request in sub clause (a):
  - (i) Without prejudice to any other rights, enter upon any part of the lot, to carry out any work necessary to ensure compliance with this by-law or an order from council, a Court or a Tribunal;
  - (ii) Recover the costs of carrying out work referred to in this clause hereto from the owner;
  - (iii) Recover as a debt any amounts payable by an owner pursuant to this by-law, not paid at the end of one month after demand, together with any simple interest on any outstanding amount at the rate prescribed by Section 85 of the Management Act, and the expenses of the Owners Corporation incurred in recovering those amounts.

## **Special by-law no. 1 – Lot 50 works**

### **Definitions**

1. In this by-law:

- (a) "**Act**" means the *Strata Schemes Management Act 2015*;
- (b) "**Authority**" means any government, semi government, statutory, public or other authority having any jurisdiction over the Lot (including an accredited certifier under the *Environmental Planning and Assessment Act 1979*);
- (c) "**Building**" means the building located at 8 Eve Street, Erskineville;
- (d) "**Common Property**" means the common property comprised in Strata Plan 76137;
- (e) "**Insurance**" means Contractors' All Risks insurance cover (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), insurance required under s92 of the Home Building Act 1989, and workers compensation insurance;
- (f) "**Lot**" means lot 50 in strata plan 76137;
- (g) "**Past Works**" means:
  - (i) the installation of tiles and acoustic underlay on the floor of the Lot with the exception of the balcony and bathrooms;
  - (ii) the installation of a Dakin inverter reverse cycle air conditioning system and ancillary pipes, wires, cables and ducting, with the air-conditioning unit located on the lounge room wall of the Lot adjacent to the kitchen and the condenser unit located on the roof above the Lot with a pipe connecting the condenser unit through the ceiling of the Lot;
- (h) "**Owner**" means the owner for the time being of the Lot including successors in title;
- (i) "**Owners Corporation**" means The Owners-Strata Plan No 76137;
- (j) "**work**" means the work referred to in clause 4 of this by-law;
- (k) Unless the context or subject matter otherwise indicates or requires:
  - (i) reference to the singular includes the plural and the plural includes the singular;
  - (ii) "Including" and similar expressions are not words of limitation;
  - (iii) headings are for convenience only and do not affect the interpretation of this by-law;
  - (iv) any expression used in this by-law and which is defined in the Act has the same meaning as that expression has in the Act unless a contrary intention is expressed in this by-law;

### **Grant of special privilege**

2. On the conditions set out in this by-law the Owner of the Lot has a special privilege in respect of the Common Property to keep the Past Works on the Common Property



### **Past Works**

3. The Owner must, in relation to the Past Works:

(a) Make any requisite application to an Authority for consent or approval to keep the Past Works within 28 days of the registration of this by-law. The Owners Corporation cannot unreasonably withhold consent to such an application.

(b) Prior to obtaining the consent of the Owners Corporation to the application referred to in clause 3(a), or if such an application is not required to be made, the Owner must provide the following to the Owners Corporation:

(i) evidence that they, and/or their contractors, servants, or agents (as applicable) effected and maintained Insurance for the duration of the Past Works (including copies of any certificates of insurance and policies);

(ii) details of all employees, contractors and agents that the owner used to perform the Past Works, including name, contact details, and licence number, together with a copy of their licence;

(iii) certification from appropriately qualified experts that the Past Works have been carried out in accordance with:

(A) the Building Code of Australia;

(B) pertinent Australian Standards;

(C) manufacturer's specifications and recommendations.

### **Repair and maintenance**

4. The Owner must properly maintain and keep in a state of good and serviceable repair (and must renew or replace where necessary) the Past Works.

### **Conduct of work**

5. Prior to commencing any work:

(a) the Owner must inform the strata committee of the nature of the work being conducted;

(b) the Owner must provide the Owners Corporation with:

(i) a copy of any requisite approval of any Authority or of an accredited certifier, including all drawings, specification, conditions and notes;

(ii) evidence that they, and/or their contractors, servants, or agents (as applicable) effect and maintain Insurance for the duration of the work;

(iii) details of all employees, contractors and agents that the owner proposes to use to perform the works, including name, contact details, and licence number, together with a copy of their licence.

6. In undertaking work, the Owner must by themselves, their agents, servants and contractors:

(a) use only duly licensed contractors to conduct the work in a proper and skilful manner;

(b) use appropriate materials in accordance with the manufacturer's specifications;

(c) comply with all conditions and requirements of any Authority;

- (d) comply with the Building Code of Australia and all pertinent Australian Standards;
- (e) not allow the obstruction, for example by building materials, debris, tools, machines or motor vehicles, of the reasonable use of the Common Property;
- (f) ensure that the work does not interfere with or damage the Common Property (other than as approved in this by-law) or the property of any other lot owner and if this happens the Owner must rectify that interference or damage within a reasonable period of time;
- (g) comply with any reasonable requirement of the Owners Corporation concerning the means of entering and leaving the building for tradespeople, building materials, tools and debris, and storage of materials and debris;
- (h) in the absence of any limitations imposed by any Authority on the hours of work, only permit the undertaking of work between 8am and 4pm on Monday to Friday and 8am to 1pm on Saturday, excluding public holidays;
- (i) within seven (7) days written notice from the Owners Corporation provide access to the Owners Corporation's representative to permit an examination of the work;
- (j) keep all affected areas of the Building outside the Lot clean and tidy, and remove all debris from the Common Property.

7. After the completion of work, the Owner must without unreasonable delay:

- (a) notify the Owners Corporation that the work has been completed;
- (b) notify the Owners Corporation that all damage, if any, to any lot in the Building or Common Property caused or contributed to by the work and not permitted by this by-law, has been rectified;
- (c) Provide a copy of any requisite certification relating to the completion of the work, including but not limited to any certification issued to or by an Authority.

### **Failure to comply or breaches**

8. If the Owner fails to comply with or breaches any obligation under this by-law, then the Owners Corporation may:

- (a) carry out anything reasonably necessary to perform that obligation;
- (b) enter with reasonable notice in writing upon any part of the parcel to perform that obligation;
- (c) recover the costs of carrying out that obligation from the Owner as a debt;

but only if the Owners Corporation first gives the owner a reasonable opportunity (not less than 28 days by written notice) to rectify any alleged breach or failure to comply, unless there is an emergency. The Owner shall also indemnify the Owners Corporation against any legal action or liability from any action by the Owners Corporation pursuant to this clause.

### **Indemnity**

9. The Owner indemnifies and must keep the Owners Corporation indemnified against any loss, claim, cost, legal liability or proceedings in respect of any injury, loss or damage whatsoever to the Common Property, or other property or person insofar as such injury, loss or damage arises out of the use of the Past Works,, and the use and performance of the work including, without limitation, any liability of the Owners Corporation under s.122(6) of the Act unless caused or contributed by any negligent act or omission of the Owners Corporation, its agents, servants, contractors, employees or invitees.

## **Damage**

10. The Owner is liable and remains liable for any damage caused or contributed to by the use of the Past Works, the use and performance of the work, and anything which is not authorised by this by-law Including, without limitation, damage to the property of the Owners Corporation or the property of an owner or occupier of a lot in the Building.

## **Costs**

11. The Owner must pay all reasonable expenses of the Owners Corporation incurred in the making and registration, of this by-law and the Owners Corporation, including legal expenses. The work and anything else required of the Owner pursuant to this by-law must be undertaken at the cost of the Owner.

## **Special by-law no. 2 – Delegation of minor renovations**

i. The owners corporation by resolution in general meeting may delegate to the strata committee, generally or in a particular case or cases, its functions of giving and withholding approval of minor renovations (for the purposes of s.110 of the Strata Schemes Management Act 2015) and of imposing conditions on such approval.

ii. The owners corporation in like manner may revoke any such delegation.

iii. The owners corporation may continue to exercise its functions under s.110 of the Act, despite any such delegation.

## **Special by-law no. 3 – Major renovations and building works (lot 162)**

### **1. Introduction**

This by-law gives the Owner the right to carry out the Major Renovations on the conditions of the Major Renovations By-Law and this by-law.

### **2. Definitions**

In this by-law:

"**Lot**" means Lot 162 in the Strata Scheme;

"**Owner**" means the owner for the time being of the Lot (being the current owner and all successors);

"**Plans**" means the plans/drawings provided;

"**Major Renovations By-Law**" means Special By-Law No. 3 - Major Renovations as amended from time to time;

"**Strata Scheme**" means the strata scheme to which this by-law applies.

### **3. Authorisation for Major Renovations**

The Owners Corporation grants the Owner:

(a) the authority to carry out the Major Renovations strictly in accordance with the Plans;

(b) the special privilege to, at the Owner's cost, carry out the Major Renovations to the common property strictly in accordance with the Plans; and

the exclusive use and enjoyment of the common property to be occupied by the Major Renovations;

on the conditions of this by-law.

#### 4. Conditions

4.1 The Major Renovations By-Law will apply to the Major Renovations.

4.1 The Owner must, at the Owner's cost, comply with the conditions specified in the Major Renovations By-Law with respect to the Major Renovations.

4.2 The Owner must also, at the Owner's cost, properly maintain and keep in a state of good and serviceable repair the Major Renovations and the common property occupied by the Major Renovations and, where necessary, renew or replace any fixtures of fittings comprised in those Major Renovations and that common property.

4.3 The Owners Corporation may exercise any of the functions conferred on it under the Major Renovations By-Law with respect to the Major Renovations.

4.4 The Owner must pay the reasonable costs of the owners corporation incurred in connection with approving and registering this by-law.

4.5 For the avoidance of doubt, this by-law operates as the approval of the owners corporation of the Major Renovations for the purposes of the Major Renovations By-law.

#### **Special by-law no. 4 – Lot 121 works**

##### **PART 1 PREAMBLE**

This by-law is made pursuant to Parts 6 and 7 of the Act.

The purpose of this by-law is to:

permit the Owner to retain the Past Works; and

confer on the Owner a right of exclusive use and enjoyment, and special privilege, in respect of the common property concerned or affected by the Past Works.

The rights conferred by this by-law shall ensure for the benefit of the Owner.

##### **DEFINITIONS AND INTERPRETATION**

##### **Definitions**

In this by-law, the definitions in By-law 1 (Meanings) apply and, unless the context otherwise requires:

**Act** means the *Strata Schemes Management Act 2015*.

**Authority** means any government, semi government, statutory, judicial, quasi-judicial, public or other authority having any jurisdiction over the Lot or the Building including but not limited to the local council, a court or a tribunal.

**Lot** means Lot 121 in Strata Plan No 82176 being a strata plan of subdivision of the Strata Plan.

**Owner** means the owner for the time being of the Lot.

**Past Works** means any works undertaken to the Lot or to the common property in connection with the Lot as at the date of registration of this by-law, including but not limited to:

##### Courtyard

(i) Removal of all the soil from the planter box;

- (ii) Removal of the deck and border stones;
- (iii) Demolition of the flower bed retaining wall cutting away from the adjoining wall of the courtyard;
- (iv) Application of cement filler and filling the section of floor to where the flower bed wall was to level off with the surrounding floor surface and let dry;
- (v) Installation of a new waterproofing membrane to the affected area where the wall was removed;
- (vi) Repairing damage caused by removal of the existing flower bed;
- (vii) Installation of a new waterproofing membrane to the courtyard;
- (viii) Repairing the concrete slab in readiness for the installation of a deck;
- (ix) Construction of a new deck to the courtyard of the Lot including the construction of a Quickbuild substructure (the deck was constructed over the concrete of the courtyard);
- (x) Installation of new tiles to the deck;
- (xi) Removal of the existing cement render on the planter box area;
- (xii) Apply new render to entire courtyard area; and
- (xiii) Any ancillary works in relation to the above.

## **Interpretation**

In this by-law, clause 1.3 and clause 1.4 of By-law 1 apply and, unless the context otherwise requires or permits:

any gender includes the other genders;

any terms in the by-law will have the same meaning as those defined in the Act;

a reference to the Owners Corporation includes, where applicable, the building manager, strata managing agent, any member of the strata committee or any person authorised by the Owners Corporation from time to time;

a reference to the Owner includes that Owner's executors, administrators, successors, permitted assigns or transferees;

to the extent of any inconsistency between the by-laws applicable to the Strata Plan and this by-law, the provisions of this by-law shall prevail; and

if any provision or part of a provision in this by-law is held or found to be void, invalid, or otherwise unenforceable, it shall be deemed to be severed from this by-law (or that provision) to the extent that it is void or invalid or unenforceable but the remainder of this by-law and the relevant provision shall remain in full force and effect.

## **GRANT OF RIGHT**

Subject to Part 4 of this by-law, the Owner shall have:

exclusive use and enjoyment of those parts of the common property occupied by the Past Works; and

a special privilege to retain the Past Works to and on the common property and benefiting their Lot.

## **CONDITIONS FOR PAST WORKS**

### **Owner Warranty**

To the best of their knowledge and belief, the Owner warrants to the Owners Corporation that the Past Works:

were carried out with due care and skill;

were carried out in compliance with the *Home Building Act 1989* and all other applicable laws including but without limitation in relation to fire safety;

were carried out in accordance with the provisions of all applicable building codes and standards including but without limitation the National Construction Code and the Australian Standards;

comprised materials that were good and suitable for the purposes for which those materials were used; and

were carried out by persons who were properly qualified to carry out such works including but without limitation appropriately licensed contractors.

## **ENDURING RIGHTS AND OBLIGATIONS**

### **Ongoing Responsibilities and Indemnity**

The Owner must at the Owner's cost:

(a) carry out all necessary works to restore the affected areas of the common property to a condition comparable to the adjacent areas of the common property should any part of the Past Works be removed;

(b) not carry out any alterations or additions or do any works (other than the Past Works expressly approved under this by-law) unless the Owner obtains separate approval from the Owners Corporation to carry out such alterations, additions or works;

(c) properly maintain and keep all areas of the common property comprised within, or affected or occupied by the Past Works in a state of good and serviceable repair;

(d) properly maintain and upkeep the Past Works and those parts of the Lot the subject of this by-law in a state of good and serviceable repair and must repair or replace the Past Works as required from time to time;

(e) ensure that the Past Works do not at any time cause any damage including but not limited to water escape or water penetration to the Lot, another lot or the common property;

(f) repair and/or reinstate the common property or personal property of the Owners Corporation to its original condition if the Past Works are removed or relocated;

(g) provide the Owners Corporation with access to inspect the Lot from time to time and within 24 hours of any reasonable written request from the Owners Corporation;

(h) remain liable for any damage to the Lot, another lot or the common property arising out of or in connection with the Past Works and will make good that damage immediately after it has occurred;

(i) indemnify the Owners Corporation against any legal liability, costs, loss, claim, demand or proceedings in respect of any injury, loss or damage to any person or to any part of the Building, whether such part being common property or any lot, caused by, arising out of or related to the Past Works including their installation, repair, maintenance, replacement, removal and/or use.

## **Default**

Should the Owner fail to comply with any obligation under this by-law:

the Owners Corporation may request, in writing, that the Owner complies with the terms of the by-law and the Owner must take all reasonable steps to comply with the Owners Corporation's request;

without prejudice to any other rights, the Owners Corporation may enter upon the Lot to inspect and to carry out any reasonable work to rectify the Owner's breach of this by-law;

the Owner must indemnify the Owners Corporation against any liability, costs, loss or expense incurred by the Owners Corporation should the Owners Corporation be required to carry out any work to rectify the Owner's breach of this by-law; and

the Owners Corporation may recover from the Owner, as a debt in a forum of competent jurisdiction, all of the Owners Corporation's reasonable costs incurred by the Owners Corporation arising out of or in relation to the Owner's breach of this by-law, including but not limited to interest, strata managing agent's fees, expert fees, legal costs and any other expense of the Owners Corporation reasonably incurred in recovering such debt.

## **Ownership of Past Works**

The Past Works shall remain the property of the Owner.

## **Cost of By-law, Approvals and Certification**

1.2 The Owner shall be responsible for all costs associated with the Past Works and any work required to be undertaken by the Owners Corporation pursuant to this by-law, including but not limited to:

- (a) the drafting, consideration and approval of this by-law;
- (b) approving any plans, drawings or other documentation for the Past Works; and
- (c) obtaining and considering any certification in relation to the Past Works.

# QS Solutions

Capital works fund specialists

23 Kirkwood Avenue, Epping NSW 2121

Telephone: 02 9876 4757

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

ABN 44 532 823 563

---

30 September 2019

File No: 1111.25

The Owners SP76137

C/o Christine Tomas

Strata Plus Pty Ltd

P.O. Box H181

Australia Square NSW 1215

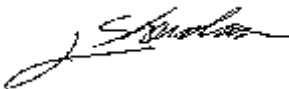
Dear Christine,

**RE: MOTTO APARTMENTS CAPITAL WORKS FUND  
2-14 EVE STREET, ERSKINEVILLE NSW**

Further to our proposal and your subsequent commission, QS Solutions are pleased to enclose our capital works fund for the above property.

Should you have any queries please do not hesitate to contact Justin Sheridan of this office.

Yours sincerely



Justin Sheridan

QS Solutions

Enc



# Moto Apartments Capital Works Fund



**2-14 Eve Street, Erskineville NSW**  
**The Owners, Strata Plan 76137**

September 2019

File No: 1111.25

**QS Solutions**  
Capital works fund specialists

23 Kirkwood Avenue  
Epping NSW 2121  
Telephone: 02 9876 4757

## Table of Contents

<b>1. Introduction .....</b>	<b>2</b>
<b>2. Building Description .....</b>	<b>2</b>
<b>3. Valuation Methodology .....</b>	<b>3</b>
3.1 Benefits of future planning.....	3
3.2 Included assets.....	3
3.3 Reinstatement years .....	4
3.4 Reinstatement costs .....	4
3.5 Inflation rate .....	4
<b>4. Reviewing &amp; Refining .....</b>	<b>5</b>
4.1 Why review.....	5
4.2 Refining.....	5
<b>5. Information for Substantiation .....</b>	<b>6</b>
5.1 Site inspection.....	6
5.2 General inclusions and exclusions .....	6
5.3 Specific exclusions .....	7
5.4 Specific inclusions .....	8
5.5 Consultants Reports .....	9
<b>6. Capital Works Fund Analysis .....</b>	<b>10</b>
6.1 Asset Contributions.....	10
6.2 Asset Expenditure.....	13
6.3 Summary.....	16
<b>7. Disclaimer .....</b>	<b>17</b>

## **1. Introduction**

Under instructions from Christine Tomas of Strata Plus Pty Ltd, QS Solutions have prepared an independent capital works fund for strata plan 76137 at 2-14 Eve Street, Erskineville NSW. The purpose of the assessment is to assist the owners corporations plan for the future by identifying when capital works expenses may be required for specific building assets. The assessment will help the owners corporation plan for the timely reinstatement of the building's assets as they near the end of their effective life. As such the assessment is used as a basis to calculate reasonable capital works fund contributions so the building retains its desired quality while reducing the need for special capital works levies.

## **2. Building Description**

The property has an area of 9,500m<sup>2</sup> and is located at the intersection of Eve Street, MacDonald Street and Nassau Lane at Erskineville NSW. The property contains 158 residential lots within a 7 storey building, two 5 storey buildings and a 3 storey terrace building. The property contains a common basement car park and a central garden area with swimming pool.

The buildings have painted facades, metal framed windows, courtyards, garden areas, balconies with glazed and masonry balustrades, external blinds, metal framed pergolas and painted timber fencing and gates. The buildings have metal & flat concrete roofs.

The strata contains 3 passenger lifts and a central hot water system.

There are no exclusive use areas.

### **3. Valuation Methodology**

Section 79 of the Strata Schemes Management Act 2015 requires owner corporations to estimate the funds they should set aside each year for anticipated capital works expenditure. This good property management recognises that all owners contribute to a buildings wear and tear and should contribute towards the costs of reinstating the buildings wear and tear.

This independent and unbiased capital works assessment is prepared to assist owners in estimating the funds they should set aside each year for the building's anticipated capital expenditure.

The timely reinstatement of these assets, as they near the end of their effective life, is used as a basis to calculate reasonable annual contributions so the property retains its desired quality while reducing the need for significant one off contributions.

#### **3.1 Benefits of future planning**

This capital works fund includes assets anticipated to require capital expenditure within the next 10 years. This future planning:

- Spreads the cost of capital reinstatement over a number of years;
- Reduces the financial pressure of large special levies;
- Improves a strata's cash flow provision;
- Improves a strata's ability to react to sudden or emergency events;
- Improves the capital value of each lot;
- Maintains the buildings desired appearance and performance; and
- Can assist in reducing owner contributions if invested capital works fund interest contributes towards Capital works fund levies.

#### **3.2 Included assets**

The included capital works assets are understood to be the responsibility of the owners corporation which can not be economically repaired or maintained without reinstatement. The capital works fund excludes regular administration, repairs and maintenance costs.

QS Solutions has reviewed the strata plan and is not aware of any by-laws or other agreements which alter the extent of assets for which the owners corporation is responsible.

### **3.3 Reinstatement years**

While an asset's life can be extended indefinitely with unlimited expenditure on repairs and maintenance it is assumed that the asset's effective lives end when it is no longer economic to maintain them.

The reinstatement year is the number of years until the asset is anticipated to reach the end of its effective life for its intended purpose and will be wholly or substantially reinstated. These life expectancies are based on our site inspection and the following factors:

- Its age, current condition and insured duration;
- Historical performance of the asset and similar assets in comparable buildings;
- Local conditions and its ability to carry out its intended function;
- The owners corporations required standards.

### **3.4 Reinstatement costs**

Reinstatement costs are the estimated costs to restore assets back to their original standard.

The costs:

- Assume the work will be carried out by qualified and independent tradespeople;
- Are at the date noted in the report;
- Consider the availability of replacement parts;
- May allow for partial restoration or total replacement;
- Exclude GST. Owners should consider their requirements for collecting and paying GST when reviewing the Capital works fund.

### **3.5 Inflation rate**

The estimated building inflation rate is anticipated over the life of the capital works fund. The rate refers to building costs and is not the consumer price index. Variances in inflation can significantly impact a capital works funds cash position and it is recommended the capital works fund be periodically updated to address inflation discrepancies.

## 4. Reviewing & Refining

Variations to this capital works fund are likely due to unforeseen events. The Strata Schemes Management Act requires owner corporations to periodically take into account the capital works fund and reviewed the capital works fund at least once every 5 years.

### 4.1 Why review

The capital works fund assessment is an estimate based upon all available information and the predicted impact of reasonably foreseeable events at the date of the report. It uses a number of assumptions in an attempt to provide an indication of the required annual capital works contributions. Reinstatement assets, durations, costs and inflation are intended as a guide for the purpose of contributing a reasonable annual allowance to the capital works fund. As an integral property management tool, capital works funds should be regularly refined as the building ages to ensure anticipated expenses and quality expectations can be met.

### 4.2 Refining

Owners can improve the accuracy of anticipated capital works fund contribution and expenditure obligations by:

- Regularly reviewing the building's condition and excluding any redundant future expenses and budgeting for previously unforeseen expenses;
- Ensuring that all included assets are the responsibility of the owners corporation;
- Considering the consequences of allowing assets to deteriorate past their effective life when estimating reinstatement dates;
- Ensuring reasonable reinstatement costs for the anticipated scope of work;
- Including a reasonable contingency allowance and inflation rate;
- Allowing for possible expenses due to changes in legislation or other items identified in the general exclusions section of this report;
- Obtaining expert independent advice from maintenance contractors or specialist consultants if unsure about a particular asset;
- Focusing on assets with high annual maintenance and capital works fund contribution costs.

Any adjustment to the capital works fund will require the report to be recalculated by QS Solutions.

## **5. Information for Substantiation**

This report is based on our understanding of the capital works fund principles as outlined in the Strata Schemes Management Act 2015.

### **5.1 Site inspection**

The property was visited on 2 September 2019 and an inspection of the common property completed. Common property assets were identified and inspected where possible. The life expectancy and reinstatement cost of these assets was assessed and the annual contributions and expenditure calculated based on an appropriate inflation rate.

When unable to examine an asset we have assumed it's condition and method of construction bearing in mind the age and character of the property.

### **5.2 General inclusions and exclusions**

Unless specifically noted the capital works fund makes no allowance for expenditure resulting directly or indirectly from:

- Unforeseeable events;
- Changes to the use of the building;
- Building defects, water damage, termites or pests;
- Insurance work;
- Work to comply with government legislation, building codes, Occupational Health and Safety or Australian Standards.

Commercial and technological obsolescence is considered when determining the effective life of an asset. Obsolescence can be difficult to predict as asset parts may no longer be available or more cost effective alternative may becomes available.

### 5.3 Specific exclusions

Assets anticipated to not require capital works expenditure within the next 10 years include:

- Installing a centralised security recording system.
- Air-conditioning, lot ventilation fans, car space storage box's, ventilation ductwork and grease traps exclusively servicing lots as understood to be lots responsibility.
- Timber decking to balconies as understood to be lot owners responsibility.
- Items within courtyards including paving & landscaping.
- Works to Nassau Lane and the fence to the south of Nassau Lane.
- Washing/ cleaning the building façade, windows and doors.
- The bulk upgrade of car park, corridor or fire stairs lighting.
- Carpark waterproofing.
- Installing NBN to passenger lifts.
- Stormwater detention and retention tanks including cleaning or waterproofing
- Garbage chute.
- Garbage room flooring.
- Building managers office furniture & equipment.
- Repainting or repairing metal sheet piles to the car park perimeter.
- Painting or overhauling the metal framed car park entry pergola.
- Electrical switchboards.
- Letter box's.
- Pool area furniture.



## 5.4 Specific inclusions

Assets anticipated to require Capital works expenditure within the next 10 years include:

- Installing a security camera to the car park entry roller door.
- Sky lights.
- Maintaining a watertight façade.
- Common ventilation fans.
- Overhauling common doors.
- Overhauling the bin buggy and trolley as understood to be the owner corporations responsibility.
- Lot garage doors and motors to terraces as understood to be maintained by the owners corporation.
- 11 basement pumps in total ( storm water and small sewer pumps)
- A budget allowance of \$210,000 for balcony waterproofing and associated costs to units 2501, 2502, 2505 in 2020.
- A general allowance of \$250,000 in 7 years time for the installation of electric car charging infrastructure, solar panels and batteries. Costs could vary considerably depending on the final scope of work.

## 5.5 Consultants Reports

QS Solutions have reviewed the following consultant reports and made allowances within the capital works fund as noted below. Capital works fund contributions could vary considerably or special levies may be required if the final scope of work varies from what is allowed within this capital works fund.

### Lift Report

A report dated 3 June 2019 by ABN lift consultants indicates that \$50,000 per lift may need to be spent within the next year and it may be beneficial to fully replace the lifts for \$250,000 each. The capital works fund allows for a partial upgrade of \$150,000 in 1 year and full replacement of \$510,000 in 8 years.

### Pool and Sheet Piling

A report dated 19 December 2017 by Landlay Consulting notes damage to the pool and significant corrosion of the basement sheet piling which requires additional investigation and may require remedial work. The capital works fund includes an allowance to refurbishing the pool area. The capital works fund makes no allowance for works to the sheet piling.

### Facade Painting and Remedial Repairs

A scope of work for remedial repairs and painting the properties façade was prepared by Integrated Consultancy report dated 16 April 2016. The works included painting the façade after repairs for corrosion, spalling concrete, planter leaks and more. We have been advised the cost of this work was in the order of \$1,600,000 of which we estimated \$600,000 was for external painting.

The capital works fund includes an allowance of \$600,000 for external painting in 2020 and \$1,000,000 for remedial works to the façade in 2020.

## 6. Capital Works Fund Analysis

The following contribution and expenditure table analysis provide a list of capital works assets and their reinstatement dates and costs within 10 years. The list is an estimate based on information available at the time of the report and should be regularly reviewed and updated.

The contribution table assesses the funds to be collected while the expenditure table shows the cost to carry out the work. The tables refer to financial years and the asterisk (\*) indicates the year in which each asset will be reinstated.

### 6.1 Asset Contributions

The contributions table analysis overleaf calculates the annual funds to be set aside for each asset. This highlights the impact each asset has on the capital works fund and ensures sufficient fund area available to reinstate each asset when required.

The sum of the capital works fund accumulation row is recalculated in the capital works fund levies row to provide annual capital works fund levies after deducting the opening capital works fund balance.

SP76137, 2-14 Eve Street, Erskineville NSW Assets as at September 2019			Reinstatement years		Reinstatement Cost (2020)	Capital works contributions						* Year of reinstatement				4% Building		Inflation Rate	
			First	Subsequent		2020-2021	2021-2022	2022-2023	2023-2024	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	2029-2030				
<b>1 Floor Finishes</b>																			
2	Entry lobby mats	6	8		4,000	763	794	825	858	893	928	752	782	813	846				
3	Carpet to typical floors	9	13		78,000	10,490	10,910	11,346	11,800	12,272	12,763	13,274	13,805	14,357	11,118				
<b>4 Internal Painting</b>																			
5	Typical floor corridors	5	10		44,000	9,884	10,279	10,690	11,118	11,562	6,600	6,864	7,139	7,424	7,721				
6	Car park doors	5	10		4,000	899	934	972	1,011	1,051	600	624	649	675	702				
7	Car park line marking & bollards	4	15		8,000	2,204	2,292	2,384	2,479	842	875	910	947	985	1,024				
8	Rust protection to 3 semi enclosed stairs	3	6		30,000	10,810	11,243	11,693	6,437	6,695	6,963	7,241	7,531	7,832	8,145				
<b>9 External Painting</b>																			
10	Repaint timber turns and minor repairs	1	1		30,000	31,200	32,448	33,746	35,096	36,500	37,960	39,478	41,057	42,699	44,407				
11	Ground level courtyard, planter, pool, entry walls	1	7		73,000	75,920	12,649	13,155	13,681	14,228	14,798	15,389	16,005	16,645	17,311				
12	Touch up sections of facade	7	14		50,000	8,330	8,664	9,010	9,371	9,745	10,135	10,541	6,229	6,478	6,737				
13	Repaint building facades	1	14		500,000	520,000	49,228	51,197	53,245	55,375	57,590	59,893	62,289	64,781	67,372				
<b>14 Windows And Doors Overhaul</b>																			
15	Glazed entry lobby doors	4	4		3,000	826	860	894	930	967	1,006	1,046	1,088	1,131	1,176				
16	Carpark panel lift door motors & springs	3	6		5,000	1,802	1,874	1,949	1,073	1,116	1,160	1,207	1,255	1,305	1,358				
17	Car park panel lift doors	8	12		8,000	1,188	1,236	1,285	1,337	1,390	1,446	1,503	1,564	1,167	1,213				
18	Window and balcony doors	3	7		40,000	14,414	14,990	15,590	7,497	7,796	8,108	8,433	8,770	9,121	9,485				
<b>19 External Structure Overhaul</b>																			
20	Concrete roof membrane	6	15		50,000	9,538	9,920	10,316	10,729	11,158	11,605	5,690	5,918	6,155	6,401				
21	Metal roof penetrations, flashings, gutters	8	15		55,000	8,169	8,496	8,836	9,189	9,557	9,939	10,336	10,750	6,770	7,041				
22	Sky lights (no 33)	4	8		4,000	1,102	1,146	1,192	1,240	695	723	752	782	813	846				
23	Metal pergolas	5	15		33,000	7,413	7,709	8,018	8,338	8,672	3,611	3,756	3,906	4,062	4,224				
24	Balcony balustrades	9	12		20,000	2,690	2,797	2,909	3,026	3,147	3,273	3,404	3,540	3,681	3,833				
25	Balcony waterproofing	10	10		12,000	1,479	1,539	1,600	1,664	1,731	1,800	1,872	1,947	2,025	2,106				
26	Reseal precast facade joints	5	10		10,000	2,246	2,336	2,430	2,527	2,628	1,500	1,560	1,622	1,687	1,755				
27	Operable louvers incl. motors (4 of 60)	2	2		6,000	3,181	3,308	3,441	3,578	3,722	3,870	4,025	4,186	4,354	4,528				
28	Balcony waterproof & repairs units 2501,2502,2505	1	0		210,000	218,400	0	0	0	0	0	0	0	0	0				
29	Remedial building works	1	0		1,000,000	1,040,000	0	0	0	0	0	0	0	0	0				
<b>30 Mechanical Services</b>																			
31	Bathroom & lobby fans (2 of 26 roof fans)	1	1		7,000	7,280	7,571	7,874	8,189	8,517	8,857	9,212	9,580	9,963	10,362				
32	Plant room ventilation fans (2 of 5)	2	4		3,000	1,591	1,654	894	930	967	1,006	1,046	1,088	1,131	1,176				
33	Car park ventilation fans (1 of 4)	4	4		5,000	1,377	1,433	1,490	1,549	1,611	1,676	1,743	1,813	1,885	1,961				
<b>34 Electrical &amp; Security</b>																			
35	Minor electrical work	3	3		6,000	2,162	2,249	2,339	2,432	2,529	2,631	2,736	2,845	2,959	3,077				
36	Intercom system upgrade to video	1	0		100,000	104,000	0	0	0	0	0	0	0	0	0				
37	Overhaul intercom system	8	8		10,000	1,485	1,545	1,606	1,671	1,738	1,807	1,879	1,955	2,033	2,114				
38	Access control system	8	12		4,000	594	618	643	668	695	723	752	782	813	846				
39	Electric car charging, solar panels & batteries	7	20		250,000	41,652	43,318	45,051	46,853	48,727	50,677	52,704	54,821	56,945	59,175				
<b>Brought Forward</b>						2,143,091	254,039	263,374	258,515	266,525	264,628	268,621	244,027	248,689	254,028				

SP76137, 2-14 Eve Street, Erskineville NSW				Assets as at September 2019										Capital works contributions										* Year of reinstatement				4% Building Inflation Rate			
Reinstatement years		Reinstatement Cost (2020)	Capital works contributions										* Year of reinstatement				4% Building Inflation Rate														
			2020-2021	2021-2022	2022-2023	2023-2024	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	2029-2030																			
First	Subsequent		2020-2021	2021-2022	2022-2023	2023-2024	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	2029-2030																			
Carried Forward																															
40	7	Security recording equipment to basement roller door	2,143,091	254,039	263,374	258,515	266,525	264,628	268,621	244,027	248,689	254,028																			
41	10	Television antenna system	2,600	433	451	469	487	507	527	548	570	593																			
42		Passenger Lifts	297	309	321	334	348	361	376	391	337	351																			
43	20	Lift controller & drive systems	79,529	82,711	11,938	12,415	12,912	13,429	13,966	14,524	15,105	15,709																			
44	25	Hoist machines	23,764	24,715	25,704	26,732	27,801	28,913	30,070	31,272	32,517	33,811																			
45	25	Landing & car door operators, locks, tracks &	14,853	15,447	16,065	16,707	17,376	18,071	18,794	19,545	20,311	21,094																			
46	25	Car operating panel, landing buttons & hall position	14,853	15,447	16,065	16,707	17,376	18,071	18,794	19,545	20,311	21,094																			
47	25	Lift car interiors	14,853	15,447	16,065	16,707	17,376	18,071	18,794	19,545	20,311	21,094																			
48	25	Lift code & bca items	7,426	7,723	8,032	8,354	8,688	9,035	9,397	9,773	10,155	10,547																			
49 Hydraulics																															
50	5	Hot water boilers (1 of 2)	6,739	7,008	7,289	7,580	7,883	8,199	8,527	8,868	9,223	9,591																			
51	5	Hot water circulating pumps	360	375	390	253	263	273	284	296	307	320																			
52	4	Garbage room hot water units (1 of 4)	360	375	390	310	322	335	349	363	377	392																			
53	1	Basement sump & sewer pumps (1 of 11)	2,600	2,704	2,812	2,925	3,042	3,163	3,290	3,421	3,558	3,701																			
54	5	Cold water supply pumps (replace 1/3 of 2 pumps)	1,377	1,433	1,490	1,549	1,614	1,666	1,721	1,778	1,837	1,897																			
55	2	Minor plumbing works (supply & drainage)	2,651	2,757	2,867	2,982	3,101	3,225	3,354	3,489	3,628	3,773																			
56	7	Garden irrigation pump	1,081	1,124	1,169	562	585	608	632	658	684	711																			
57 Fire Services																															
58	1	Annual fire safety work	10,400	10,816	11,249	11,699	12,167	12,653	13,159	13,686	14,233	14,802																			
59	15	Fire indicator panel & detectors	3,598	3,742	3,891	4,047	4,209	4,377	4,552	4,734	4,924	5,121																			
60	9	Fire pumps & motors overhaul (diesel & electric)	2,421	2,518	2,618	2,723	2,832	2,945	3,063	3,186	3,313	3,444																			
61	6	Fire services jacking pump	382	397	413	429	446	464	489	500	512	525																			
62	1	Fire dampers (20k pa for next 5 years)	20,800	21,632	22,497	23,397	24,333																								
63 Pool Area & Landscaping																															
64	2	Pool equipment (replace 1/3)	1,325	1,379	974	1,013	1,054	1,096	1,140	1,185	1,233	1,282																			
65	3	Pool refurbishment (internal & external areas)	28,828	29,981	31,180	6,622	6,886	7,162	7,448	7,746	8,056	8,378																			
66 External Works																															
67	1	Irrigation system	3,120	1,124	1,169	1,216	1,265	1,315	1,368	1,423	1,479	1,539																			
68	2	Trees, plants & gardens	3,181	3,308	2,339	2,432	2,529	2,631	2,736	2,845	2,959	3,077																			
69 General Items																															
70	9	Bin buggy & trailer overhaul	807	839	873	908	944	982	1,021	1,062	1,104	1,147																			
71		Contingency / Minor Items 5%	119,565	25,389	22,581	21,379	22,103	21,094	21,598	20,696	18,315	16,742																			
72		Capital works accumulation (excluding GST)	2,510,862	533,171	474,206	448,967	464,166	442,975	453,568	434,606	384,625	393,572																			
SP76137, 2-14 Eve Street, Erskineville NSW																															
Capital works levies at 4% increas PA ** (excluding GST)			Opening Bal.	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	2029-2030																		
			1,811,758	494,425	400,134	416,139	432,785	450,096	468,100	486,824	506,297	526,549	547,611																		

\*\* The sum of row 72 smoothed after deducting the opening balance and 2020-2021 levies for a closing balance not less than \$150,000

## 6.2 Asset Expenditure

The expenditure analysis shows when funds will be withdrawn from the capital works fund.

The expenditure costs are at the date of reinstatement and include for inflation.



SP76137, 2-14 Eve Street, Erskineville NSW Assets as at September 2019		Reinstatement years		Reinstatement Cost ( 2020 )	Capital works expenditure					* Year of reinstatement					4% Building Inflation Rate					
		First	Subsequent		2020-2021	2021-2022	2022-2023	2023-2024	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	2029-2030						
1 Floor Finishes																				
2	Entry lobby mats	6	8	4,000							5,061 *									
3	Carpet to typical floors	9	13	78,000															111,018 *	
4 Internal Painting																				
5	Typical floor corridors	5	10	44,000							53,533 *									
6	Car park doors	5	10	4,000							4,867 *									
7	Car park line marking & bollards	4	15	8,000							9,359 *									
8	Rust protection to 3 semi enclosed stairs	3	6	30,000							33,746 *								42,699 *	
9 External Painting																				
10	Repaint timber turns and minor repairs	1	1	30,000	31,200 *	32,448 *	33,746 *	35,096 *	36,500 *	37,960 *	39,478 *	41,057 *	42,699 *	44,407 *						
11	Ground level courtyard, planter, pool, entry walls	1	7	73,000	75,920 *															
12	Touch up sections of facade	7	14	50,000																
13	Repaint building facades	1	14	500,000	520,000 *															
14 Windows And Doors Overhaul																				
15	Glazed entry lobby doors	4	4	3,000																
16	Carpark panel lift door motors & springs	3	6	5,000																
17	Car park panel lift doors	8	12	8,000																
18	Window and balcony doors	3	7	40,000																
19 External Structure Overhaul																				
20	Concrete roof membrane	6	15	50,000																
21	Metal roof penetrations, flashings, gutters	8	15	55,000																
22	Sky lights (no 33)	4	8	4,000																
23	Metal pergolas	5	15	33,000																
24	Balcony balustrades	9	12	20,000																
25	Balcony waterproofing	10	10	12,000																
26	Reseal precast facade joints	5	10	10,000																
27	Operable louvers incl. motors (4 of 60)	2	2	6,000																
28	Balcony waterproof & repairs units 2501,2502,2505	1	0	210,000	218,400 *															
29	Remedial building works	1	0	1,000,000	1,040,000 *															
30 Mechanical Services																				
31	Bathroom & lobby fans ( 2 of 26 roof fans)	1	1	7,000	7,280 *	7,571 *	7,874 *	8,189 *	8,517 *	8,857 *	9,212 *	9,580 *	9,963 *	10,362 *						
32	Plant room ventilation fans ( 2 of 5)	2	4	3,000																
33	Car park ventilation fans (1 of 4)	4	4	5,000																
34 Electrical & Security																				
35	Minor electrical work	3	3	6,000																
36	Intercom system upgrade to video	1	0	100,000	104,000 *															
37	Overhaul intercom system	8	8	10,000																
38	Access control system	8	12	4,000																
39	Electric car charging, solar panels & batteries	7	20	250,000																
Brought Forward					1,996,800	49,754	132,734	73,701	155,732	134,124	443,469	275,082	250,503	145,064						

SP76137, 2-14 Eve Street, Erskineville NSW		Assets as at September 2019		Reinstatement years		Reinstatement Cost (2020)	Capital works expenditure				* Year of reinstatement				4% Building Inflation Rate	
				First	Subsequent		2020-2021	2021-2022	2022-2023	2023-2024	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	2029-2030
<b>Carried Forward</b>							1,996,800	49,754	132,734	73,701	155,732	134,124	443,469	275,082	250,503	145,064
40	Security recording equipment to basement roller door	1	7			2,500	2,600							3,421		
41	Television antenna system	8	10			2,000								2,737		
<b>Passenger Lifts</b>																
42	Lift controller & drive systems	2	20			150,000		162,240								
44	Host machines	8	25			160,000								218,971		
45	Landing & car door operators, locks, tracks &	8	25			100,000								136,857		
46	Car operating panel, landing buttons & hall position	8	25			100,000								136,857		
47	Lift car interiors	8	25			100,000								136,857		
48	Lift code & bca items	8	25			50,000								68,428		
<b>Hydraulics</b>																
50	Hot water boilers (1 of 2)	5	5			30,000					36,500					44,407
51	Hot water circulating pumps	3	5			1,000			1,125					1,369		
52	Garbage room hot water units (1 of 4)	3	4			1,000			1,125				1,316			
53	Basement sump & sewer pumps (1 of 11)	1	1			2,500	2,600	2,704	2,812	2,925	3,042	3,163	3,290	3,421	3,558	3,701
54	Cold water supply pumps (replace 1/3 of 2 pumps)	4	5			5,000				5,849					7,117	
55	Minor plumbing works (supply & drainage)	2	2			5,000	5,408			5,849		6,327		6,843		7,401
56	Garden irrigation pump	3	7			3,000			3,375							4,441
<b>Fire Services</b>																
57	Annual fire safety work	1	1			10,000	10,400	10,816	11,249	11,699	12,167	12,653	13,159	13,686	14,233	14,802
59	Fire indicator panel & detectors	15	17			40,000										
60	Fire pumps & motors overhaul (diesel & electric)	9	15			18,000									25,620	
61	Fire services jacking pump	6	11			2,000						2,531				
62	Fire dampers (20k pa for next 5 years)	1	1			20,000	20,800	21,632	22,497	23,397	24,333					
<b>Pool Area &amp; Landscaping</b>																
64	Pool equipment (replace 1/3)	2	3			2,500		2,704			3,042			3,421		
65	Pool refurbishment (internal & external areas)	3	20			80,000			89,989							
<b>External Works</b>																
67	Irrigation system	1	3			3,000	3,120			3,510			3,948			4,441
68	Trees, plants & gardens	2	3			6,000		6,490			7,300			8,211		
<b>General Items</b>																
70	Bin buggy & trailer overhaul	9	15			6,000									8,540	
71	Contingency / Minor Items 5%						119,565	25,389	22,581	21,379	22,103	21,094	21,598	20,696	18,315	18,742
72	Capital works expenditure (excluding GST)						2,155,885	287,136	287,487	148,309	264,217	179,892	486,780	1,036,858	327,886	242,999



### 6.3 Summary

The following recommended levies and expenditure columns are from the asset contribution and expenditure tables.

The summary does not consider assets individually which could result in insufficient levies being raised if unexpected capital works fund expenditure occurs.

The summary should only be relied upon once the fill report including the contribution and expenditure analysis have been reviewed and fully understood.

<b>SP76137, 2-14 Eve Street, Erskineville NSW</b> <b>Capital works cashflow excluding GST</b>				
<b>Financial Year</b>	<b>Opening balance</b>	<b>Levies at 4% increase PA</b>	<b>Anticipated Expenditure</b>	<b>Closing balance</b>
2020-2021	1,811,758	494,425 *	2,155,885	150,298
2021-2022	150,298	400,134	287,136	263,295
2022-2023	263,295	416,139	287,487	391,948
2023-2024	391,948	432,785	148,309	676,424
2024-2025	676,424	450,096	264,217	862,303
2025-2026	862,303	468,100	179,892	1,150,512
2026-2027	1,150,512	486,824	486,780	1,150,555
2027-2028	1,150,555	506,297	1,036,858	619,995
2028-2029	619,995	526,549	327,886	818,658
2029-2030	818,658	547,611	242,999	1,123,270

\* Levies set for 2020-2021 to ensure closing balance does not fall below \$150,000

## 7. Disclaimer

This capital works fund assessment has been prepared for the sole purpose of calculating the estimated annual capital works contributions to allow for the anticipated capital works expenditure. It should not be used for any other purpose.

The contents of this assessment are confidential to the instructing party and essential parties dealing with the strata's capital works fund and are not to be distributed to anyone else without the agreement of QS Solutions, which agreement will not be unreasonably withheld. QS Solutions does not accept any contractual, tortious or other form of liability for any consequences, loss or damage that may arise as a result of any other person acting upon or using this assessment.

It is intended that this assessment will be read in full and no responsibility is accepted for later extractions, amendments, interpretations or distribution of parts of the contents of this assessment to any party.