

SydneyStrataReport

property strata inspections

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STRATA REPORT

Client	Infinity Property Agents
Address of property	Unit 302/19-21 Grosvenor Street, Neutral Bay, NSW.
Lot	29 & 86
Strata Plan	SP 82955
Name of Strata Management Co.	Wellman Strata
Telephone Number of Strata Agent	8065 6575
Report Date	23 May 2022

General Information

Owner's Name	Heng Keng Lee & Aggie Poh Lian Chew
Unit Entitlement.	Lot 29: 2100 Lot 86: 2100
Total Unit Entitlement.	100,000

Levy Contributions

Administration Fund contribution.	Lot 29: \$1,626.95 Lot 86 \$9.32
Capital Works Fund contribution.	Lot 29: \$1,781.40 Lot 86: \$10.18
Are There any Special Levies?	No on records presented.
Admin. Fund Balance Approx.	\$87,993.89
Sinking Fund Balance.	\$243,773.47

Insurances

Building Insurance	Yes
Sum Insured	\$33,770,000.00
Insurance Company	CHU
Due Date	8 June 2022
Pet Friendly?	Owners corporation permission needed.

Meetings

Continued below.	
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Annual General Meeting 15 April 2019	Administration Fund set at \$402,999.70 p.a. Capital Works set at \$105,029.10 p.a. Building insurance continued, All other matters were meeting formalities, general bylaws passed and general maintenance as per the scan below, no major works tabled. Strata Committee Meeting: Meeting formalities recorded only. Meeting closed.
Annual General Meeting 22 June 2020	Administration Fund set at \$310,975.50 p.a. Capital Works set at \$201,232.35 p.a. Building insurance continued, Waterproofing to Units 307,388,310,311,106,107 & 505 to be undertaken at a cost of \$93,347.00 plus GST which is fully funded, no special levy required. All other matters were meeting formalities and general maintenance as per the scan below, no major works tabled. Strata Committee Meeting: Meeting formalities recorded only. Meeting closed.
Annual General Meeting 29 April 2021	Administration Fund set at \$344,124.00 p.a. Capital Works set at \$221,864.83 p.a. Building insurance continued, Motion 13: Planning for costs to be drafted with North Sydney Council to streamline billing, All other matters were meeting formalities and general maintenance as per the scan below, no major works tabled. BMC representative elected, Strata Committee Meeting: Meeting formalities recorded only. Meeting closed.
Strata Committee Meetings: July 2021, September 2021 & November 2021.	It was recorded that the building is undergoing a general repaint, All other maintenance is as per the attachments below.
Annual General Meeting 29 March 2022	Administration Fund set at \$350,350.00 p.a. Capital Works set at \$291,500.00 p.a. Building insurance continued.

	<p>All other matters were meeting formalities and general maintenance as per the scan below, no major works tabled.</p> <p>Meeting closed.</p>
<p>Strata Committee Meeting 10 May 2022</p>	<p>Capital Works Plan to be updated, All other general matters are as per the attachment below.</p>
<p>Other comments.</p>	<p>This report is to be taken in context and in conjunction with the scans below.</p>

WELLMAN STRATA MANAGEMENT PTY LTD

OWNER TRANSACTION SUMMARY from 01/10/16 to 30/06/22

Contribution Schedule

Liability Limited by a Scheme Approved under Professional Standards Legislation.

S/Plan: 82955
Building Address: 19-25 Grosvenor Street
 :
Suburb: NEUTRAL BAY
Building Name: Lucca Apartments
GST?: Yes

Units: 99 **Lots:** 99
State: NSW **Post Code:** 2089
ABN: 52 937 243 693
Manager: Celeste Arenas

Lot#: 29 **Unit#:** 302 **Units of Entitlement:** 2100 **Paid To:** 30/06/22
Owner Name: Heng Keng Lee & Aggie Poh
 Lian Chew **Contribution Schedule:** 2100

Levies									
Due Date	Reference	Details	Total Due	Paid	Discount	Unpaid	Arrears	Interest Due	GST
01/10/16	881	Quarterly Admin / Sinking Levies from 01/10/2016 to 31/12/2016 FULLY PAID	\$2,441.45	\$2,441.45	\$0.00	\$0.00	\$0.00	\$0.00	\$221.95
		Admin	\$1,887.80	\$1,887.80	\$0.00	\$0.00	\$0.00	\$0.00	\$171.62
		Capital Works	\$553.65	\$553.65	\$0.00	\$0.00	\$0.00	\$0.00	\$50.33
22/11/16	1059	Air-conditioning expense for Jan 2016 to Jun 2016 FULLY PAID	\$54.99	\$54.99	\$0.00	\$0.00	\$0.00	\$0.00	\$5.00
		Admin	\$54.99	\$54.99	\$0.00	\$0.00	\$0.00	\$0.00	\$5.00
		Capital Works	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
01/01/17	882	Quarterly Admin / Sinking Levies from 01/01/2017 to 31/03/2017 FULLY PAID	\$2,472.75	\$2,472.75	\$0.00	\$0.00	\$0.00	\$0.00	\$224.80
		Admin	\$1,905.75	\$1,905.75	\$0.00	\$0.00	\$0.00	\$0.00	\$173.25
		Capital Works	\$567.00	\$567.00	\$0.00	\$0.00	\$0.00	\$0.00	\$51.55
15/02/17	1105	Air-conditioning expense for Jul 2016 to Dec 2016 FULLY PAID	\$277.23	\$277.23	\$0.15	\$0.00	\$0.00	\$0.00	\$25.20
		Admin	\$277.23	\$277.23	\$0.15	\$0.00	\$0.00	\$0.00	\$25.20
		Capital Works	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
01/04/17	1199	Standard Levy Contribution Schedule from 01/04/2017 to 30/06/2017 FULLY PAID	\$2,486.75	\$2,486.75	\$0.00	\$0.00	\$0.00	\$0.00	\$226.07
		Admin	\$1,982.75	\$1,982.75	\$0.00	\$0.00	\$0.00	\$0.00	\$180.25
		Capital Works	\$504.00	\$504.00	\$0.00	\$0.00	\$0.00	\$0.00	\$45.82
26/06/17	1723	Other Utility for period 01/01/17 - 18/06/17 FULLY PAID	\$872.00	\$872.00	\$0.00	\$0.00	\$0.00	\$0.00	\$79.27
		Admin	\$872.00	\$872.00	\$0.00	\$0.00	\$0.00	\$0.00	\$79.27
		Capital Works	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
01/07/17	1200	Standard Levy Contribution Schedule from 01/07/2017 to 30/09/2017 FULLY PAID	\$2,486.75	\$2,486.75	\$0.00	\$0.00	\$0.00	\$0.00	\$226.07
		Admin	\$1,982.75	\$1,982.75	\$0.00	\$0.00	\$0.00	\$0.00	\$180.25
		Capital Works	\$504.00	\$504.00	\$0.00	\$0.00	\$0.00	\$0.00	\$45.82

WELLMAN STRATA MANAGEMENT PTY LTD

OWNER TRANSACTION SUMMARY from 01/10/16 to 30/06/22

Contribution Schedule

Liability Limited by a Scheme Approved under Professional Standards Legislation.

Units of Entitlement: 2100

Lot#: 29

Unit#: 302

Owner Name: Heng Keng Lee & Aggie Poh Contribution Schedule: 2100

[illegible]

WELLMAN STRATA MANAGEMENT PTY LTD

OWNER TRANSACTION SUMMARY from 01/10/16 to 30/06/22

Contribution Schedule

Liability Limited by a Scheme Approved under Professional Standards Legislation.

S/Plan: 82955

Units of Entitlement: 2100

Paid To: 30/06/22

Lot#: 29

Unit#: 302

Owner Name: Heng Keng Lee & Aggie Poh **Contribution Schedule:** 2100

Levies(Continued)

Due Date	Reference	Details	Total Due	Paid	Discount	Unpaid	Arrears	Interest Due	GST
01/10/18	1848	Standard Levy Contribution Schedule from 01/10/2018 to 31/12/2018 FULLY PAID	\$2,601.35	\$2,601.35	\$0.00	\$0.00	\$0.00	\$0.00	\$236.48
		Admin	\$2,077.73	\$2,077.73	\$0.00	\$0.00	\$0.00	\$0.00	\$188.88
		Capital Works	\$523.62	\$523.62	\$0.00	\$0.00	\$0.00	\$0.00	\$47.60
25/12/18	2231	Other Utility for period 10/09/18 - 10/12/18 FULLY PAID	\$47.52	\$47.52	\$0.00	\$0.00	\$0.00	\$0.00	\$4.32
		Admin	\$47.52	\$47.52	\$0.00	\$0.00	\$0.00	\$0.00	\$4.32
		Capital Works	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
01/01/19	1849	Standard Levy Contribution Schedule from 01/01/2019 to 31/03/2019 FULLY PAID	\$2,601.35	\$2,601.35	\$0.00	\$0.00	\$0.00	\$0.00	\$236.48
		Admin	\$2,077.73	\$2,077.73	\$0.00	\$0.00	\$0.00	\$0.00	\$188.88
		Capital Works	\$523.62	\$523.62	\$0.00	\$0.00	\$0.00	\$0.00	\$47.60
03/04/19	2257	Other Utility for period 11/12/18 - 17/03/19 FULLY PAID	\$136.65	\$136.65	\$0.00	\$0.00	\$0.00	\$0.00	\$12.42
		Admin	\$136.65	\$136.65	\$0.00	\$0.00	\$0.00	\$0.00	\$12.42
		Capital Works	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
30/04/19	2351	Standard Levy Contribution Schedule from 01/04/2019 to 30/06/2019 FULLY PAID	\$2,689.10	\$2,689.10	\$0.00	\$0.00	\$0.00	\$0.00	\$244.46
		Admin	\$2,128.44	\$2,128.44	\$0.00	\$0.00	\$0.00	\$0.00	\$193.49
		Capital Works	\$560.66	\$560.66	\$0.00	\$0.00	\$0.00	\$0.00	\$50.97
01/07/19	2352	Standard Levy Contribution Schedule from 01/07/2019 to 30/09/2019 FULLY PAID	\$2,689.10	\$2,689.10	\$0.00	\$0.00	\$0.00	\$0.00	\$244.46
		Admin	\$2,128.44	\$2,128.44	\$0.00	\$0.00	\$0.00	\$0.00	\$193.49
		Capital Works	\$560.66	\$560.66	\$0.00	\$0.00	\$0.00	\$0.00	\$50.97
01/10/19	2353	Standard Levy Contribution Schedule from 01/10/2019 to 31/12/2019 FULLY PAID	\$2,689.10	\$2,689.10	\$0.00	\$0.00	\$0.00	\$0.00	\$244.46
		Admin	\$2,128.44	\$2,128.44	\$0.00	\$0.00	\$0.00	\$0.00	\$193.49
		Capital Works	\$560.66	\$560.66	\$0.00	\$0.00	\$0.00	\$0.00	\$50.97
10/10/19	2686	Other Utility for period 18/03/19 - 15/09/19 FULLY PAID	\$160.18	\$160.18	\$0.00	\$0.00	\$0.00	\$0.00	\$14.56
		Admin	\$160.18	\$160.18	\$0.00	\$0.00	\$0.00	\$0.00	\$14.56
		Capital Works	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
01/01/20	2354	Standard Levy Contribution Schedule from 01/01/2020 to 31/03/2020 FULLY PAID	\$2,689.10	\$2,689.10	\$0.00	\$0.00	\$0.00	\$0.00	\$244.46
		Admin	\$2,128.44	\$2,128.44	\$0.00	\$0.00	\$0.00	\$0.00	\$193.49
		Capital Works	\$560.66	\$560.66	\$0.00	\$0.00	\$0.00	\$0.00	\$50.97

WELLMAN STRATA MANAGEMENT PTY LTD

OWNER TRANSACTION SUMMARY from 01/10/16 to 30/06/22

Contribution Schedule

Liability Limited by a Scheme Approved under Professional Standards Legislation.

S/Plan: 82955

Units of Entitlement: 2100

Paid To: 30/06/22

Lot#: 29

Unit#: 302

Owner Name: Heng Keng Lee & Aggie Poh **Contribution Schedule:** 2100

Levies(Continued)

Due Date	Reference	Details	Total Due	Paid	Discount	Unpaid	Arrears	Interest Due	GST
01/07/21	3385	Standard Levy Contribution Schedule from 01/07/2021 to 30/09/2021 FULLY PAID	\$3,253.80	\$3,253.80	\$0.00	\$0.00	\$0.00	\$0.00	\$295.80
		Admin	\$2,476.51	\$2,476.51	\$0.00	\$0.00	\$0.00	\$0.00	\$225.14
		Capital Works	\$777.29	\$777.29	\$0.00	\$0.00	\$0.00	\$0.00	\$70.66
20/07/21	3633	Other Utility for period 17/03/21 - 15/06/21 FULLY PAID	\$177.59	\$177.59	\$0.00	\$0.00	\$0.00	\$0.00	\$16.14
		Admin	\$177.59	\$177.59	\$0.00	\$0.00	\$0.00	\$0.00	\$16.14
		Capital Works	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
01/10/21	3386	Standard Levy Contribution Schedule from 01/10/2021 to 31/12/2021 FULLY PAID	\$3,253.80	\$3,253.80	\$0.00	\$0.00	\$0.00	\$0.00	\$295.80
		Admin	\$2,476.51	\$2,476.51	\$0.00	\$0.00	\$0.00	\$0.00	\$225.14
		Capital Works	\$777.29	\$777.29	\$0.00	\$0.00	\$0.00	\$0.00	\$70.66
03/12/21	3664	Other Utility for period 16/06/21 - 25/10/21 FULLY PAID	\$71.66	\$71.66	\$0.00	\$0.00	\$0.00	\$0.00	\$6.51
		Admin	\$71.66	\$71.66	\$0.00	\$0.00	\$0.00	\$0.00	\$6.51
		Capital Works	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
01/01/22	3387	Standard Levy Contribution Schedule from 01/01/2022 to 31/03/2022 FULLY PAID	\$3,253.80	\$3,253.80	\$0.00	\$0.00	\$0.00	\$0.00	\$295.80
		Admin	\$2,476.51	\$2,476.51	\$0.00	\$0.00	\$0.00	\$0.00	\$225.14
		Capital Works	\$777.29	\$777.29	\$0.00	\$0.00	\$0.00	\$0.00	\$70.66
03/02/22	3687	Other Utility for period 26/10/21 - 17/01/22 FULLY PAID	\$81.50	\$81.50	\$0.00	\$0.00	\$0.00	\$0.00	\$7.41
		Admin	\$81.50	\$81.50	\$0.00	\$0.00	\$0.00	\$0.00	\$7.41
		Capital Works	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
01/05/22	3782	Standard Levy Contribution Schedule from 01/04/2022 to 30/06/2022 FULLY PAID	\$3,408.35	\$3,408.35	\$0.00	\$0.00	\$0.00	\$0.00	\$309.85
		Admin	\$1,626.95	\$1,626.95	\$0.00	\$0.00	\$0.00	\$0.00	\$147.90
		Capital Works	\$1,781.40	\$1,781.40	\$0.00	\$0.00	\$0.00	\$0.00	\$161.95
Levy Totals for the Period 01/10/16 to 30/06/22			\$69,690.12	\$69,690.12	\$0.15	\$0.00	\$0.00	\$0.00	\$6,335.43

Receipts

Date	Reference	Details	Admin	Capital Works	Total	Discount	Interest Paid	GST
30/11/16	459	Credit Receipt Transfer; bpay-payment - DEFT Bpay 0000002488	\$54.99	\$0.00	\$54.99	\$0.00	\$0.00	\$5.00

WELLMAN STRATA MANAGEMENT PTY LTD

OWNER TRANSACTION SUMMARY from 01/10/16 to 30/06/22

Contribution Schedule

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Liability Limited by a Scheme Approved under Professional Standards Legislation.

S/Plan: 82955

Units of Entitlement: 2100

Paid To: 30/06/22

Lot#: 29

Unit#: 302

Owner Name: Heng Keng Lee & Aggie Poh **Contribution Schedule:** 2100

Receipts(Continued)

Date	Reference	Details	Admin	Capital Works	Total	Discount	Interest Paid	GST
30/11/16	544	TRF: Air-conditioning expense for Jan 2016 to Jun 2016	\$54.99	\$0.00	\$54.99	\$0.00	\$0.00	\$5.00
30/11/16	545	Transfer; - Transfer from credit Transfer from credit	\$-54.99	\$0.00	\$-54.99	\$0.00	\$0.00	\$-5.00
15/12/16	692	Transfer; - Transfer from credit Quarterly Admin / Sinking Levies for 01/10/2016 to 31/12/2016	\$1,887.80	\$532.91	\$2,420.71	\$0.00	\$50.17	\$220.07
17/01/17	797	Receipt; bpay-payment - DEFT Bpay 0000002488 Quarterly Admin / Sinking Levies for 01/10/2016 to 31/12/2016	\$0.00	\$20.74	\$20.74	\$0.00	\$0.18	\$1.89
17/01/17	798	Receipt; bpay-payment - DEFT Bpay 0000002488 Quarterly Admin / Sinking Levies for 01/01/2017 to 31/03/2017	\$1,905.75	\$566.85	\$2,472.60	\$0.00	\$0.00	\$224.78
16/02/17	823	Receipt; bpay-payment - DEFT Bpay 0000002488 Quarterly Admin / Sinking Levies for 01/01/2017 to 31/03/2017	\$0.00	\$0.15	\$0.15	\$0.00	\$0.00	\$0.01
16/02/17	824	Receipt; bpay-payment - DEFT Bpay 0000002488 Air-conditioning expense for Jul 2016 to Dec 2016	\$277.08	\$0.00	\$277.08	\$0.00	\$0.00	\$25.19
16/02/17	874	Receipt; bpay-payment - DEFT Bpay 0000002488 TRF: Air-conditioning expense for Jul 2016 to Dec 2016	\$-277.08	\$0.00	\$-277.08	\$0.00	\$0.00	\$-25.19
16/02/17	875	Transfer; - Transfer to credit Transfer to credit	\$277.08	\$0.00	\$277.08	\$0.00	\$0.00	\$25.19
16/02/17	876	Transfer; - Transfer to credit TRF: Air-conditioning expense for Jul 2016 to Dec 2016	\$277.23	\$0.00	\$277.23	\$0.15	\$0.00	\$25.19
16/02/17	877	Transfer; - Transfer from credit Transfer from credit	\$-277.08	\$0.00	\$-277.08	\$0.00	\$0.00	\$-25.19
01/05/17	957	Transfer; - Transfer from credit Standard Levy Contribution Schedule for 01/04/2017 to 30/06/2017	\$1,982.75	\$504.00	\$2,486.75	\$0.00	\$0.00	\$226.07
30/06/17	1124	Receipt; bpay-payment - DEFT Bpay 0000002488 Standard Levy Contribution Schedule for 01/07/2017 to 30/09/2017	\$1,982.75	\$94.00	\$2,076.75	\$0.00	\$0.00	\$188.80
30/06/17	1125	Receipt; bpay-payment - DEFT Bpay 0000002488 Other Utility for period 01/01/17 - 18/06/17	\$872.00	\$0.00	\$872.00	\$0.00	\$0.00	\$79.27
30/06/17	1221	Receipt; bpay-payment - DEFT Bpay 0000002488 TRF: Other Utility for period 01/01/17 - 18/06/17	\$-872.00	\$0.00	\$-872.00	\$0.00	\$0.00	\$-79.27
		Transfer; - Transfer to credit						

WELLMAN STRATA MANAGEMENT PTY LTD

OWNER TRANSACTION SUMMARY from 01/10/16 to 30/06/22

Contribution Schedule

Liability Limited by a Scheme Approved under Professional Standards Legislation.

S/Plan: 82955

Units of Entitlement: 2100

Paid To: 30/06/22

Lot#: 29

Unit#: 302

Owner Name: Heng Keng Lee & Aggie Poh **Contribution Schedule:** 2100

Receipts(Continued)

Date	Reference	Details	Admin	Capital Works	Total	Discount	Interest Paid	GST
30/06/17	1222	Transfer to credit	\$872.00	\$0.00	\$872.00	\$0.00	\$0.00	\$79.27
		Transfer; - Transfer to credit						
30/06/17	1223	TRF: Standard Levy Contribution Schedule for 01/07/2017 to 30/09/2017	\$0.00	\$410.00	\$410.00	\$0.00	\$0.00	\$37.27
		Transfer; - Transfer from credit						
30/06/17	1224	TRF: Special Levy: Building Defects Litigation (Instalment 1)	\$462.00	\$0.00	\$462.00	\$0.00	\$0.00	\$42.00
		Transfer; - Transfer from credit						
30/06/17	1225	Transfer from credit	\$-872.00	\$0.00	\$-872.00	\$0.00	\$0.00	\$-79.27
		Transfer; - Transfer from credit						
17/10/17	1443	Standard Levy Contribution Schedule for 01/10/2017 to 31/12/2017	\$1,982.75	\$504.00	\$2,486.75	\$0.00	\$0.00	\$226.07
		Receipt; bpay-payment - DEFT Bpay 0000002488						
17/10/17	1444	Special Levy: Building Defects Litigation (Instalment 2)	\$462.00	\$0.00	\$462.00	\$0.00	\$0.00	\$42.00
		Receipt; bpay-payment - DEFT Bpay 0000002488						
17/10/17	1445	Other Utility for period 01/01/17 - 18/06/17	\$872.00	\$0.00	\$872.00	\$0.00	\$0.00	\$79.27
		Receipt; bpay-payment - DEFT Bpay 0000002488						
30/11/17	1481	Standard Levy Contribution Schedule for 01/01/2018 to 31/03/2018	\$1,851.84	\$570.51	\$2,422.35	\$0.00	\$0.00	\$220.21
		Receipt; bpay-payment - DEFT Bpay 0000002488						
18/12/17	1531	Other Utility for period 19/06/17 - 30/11/17	\$172.76	\$0.00	\$172.76	\$0.00	\$0.00	\$15.71
		Receipt; bpay-payment - DEFT Bpay 0000002488						
30/04/18	1716	Standard Levy Contribution Schedule for 01/04/2018 to 30/06/2018	\$2,077.73	\$523.62	\$2,601.35	\$0.00	\$0.00	\$236.48
		Receipt; bpay-payment - DEFT Bpay 0000002488						
31/07/18	1835	Standard Levy Contribution Schedule for 01/07/2018 to 30/09/2018	\$1,102.45	\$0.00	\$1,102.45	\$0.00	\$0.00	\$100.22
		Receipt; bpay-payment - DEFT Bpay 0000002488						
31/07/18	1837	Standard Levy Contribution Schedule for 01/07/2018 to 30/09/2018	\$975.28	\$523.62	\$1,498.90	\$0.00	\$0.00	\$136.26
		Receipt; bpay-payment - DEFT Bpay 0000002488						
31/07/18	1838	Other Utility for period 01/12/17 - 18/06/18	\$1,102.45	\$0.00	\$1,102.45	\$0.00	\$0.00	\$100.22
		Receipt; bpay-payment - DEFT Bpay 0000002488						
28/09/18	1999	Other Utility for period 19/06/18 - 09/09/18	\$213.32	\$0.00	\$213.32	\$0.00	\$0.00	\$19.39
		Receipt; bpay-payment - DEFT Bpay 0000002488						
28/09/18	2009	Standard Levy Contribution Schedule for 01/10/2018 to 31/12/2018	\$2,077.73	\$523.62	\$2,601.35	\$0.00	\$0.00	\$236.48
		Receipt; bpay-payment - DEFT Bpay 0000002488						

WELLMAN STRATA MANAGEMENT PTY LTD

OWNER TRANSACTION SUMMARY from 01/10/16 to 30/06/22

Contribution Schedule

Liability Limited by a Scheme Approved under Professional Standards Legislation.

S/Plan: 82955

Units of Entitlement: 2100

Paid To: 30/06/22

Lot#: 29

Unit#: 302

Owner Name: Heng Keng Lee & Aggie Poh **Contribution Schedule:** 2100

Receipts(Continued)

Date	Reference	Details	Admin	Capital Works	Total	Discount	Interest Paid	GST
27/12/18	2128	Standard Levy Contribution Schedule for 01/01/2019 to 31/03/2019 Receipt; bpay-payment - DEFT Bpay 0000002488	\$2,077.73	\$476.10	\$2,553.83	\$0.00	\$0.00	\$232.16
27/12/18	2129	Other Utility for period 10/09/18 - 10/12/18 Receipt; bpay-payment - DEFT Bpay 0000002488	\$47.52	\$0.00	\$47.52	\$0.00	\$0.00	\$4.32
14/01/19	2149	Standard Levy Contribution Schedule for 01/01/2019 to 31/03/2019 Receipt; bpay-payment - DEFT Bpay 0000002488	\$0.00	\$47.52	\$47.52	\$0.00	\$0.00	\$4.32
26/04/19	2259	Other Utility for period 11/12/18 - 17/03/19 Receipt; bpay-payment - DEFT Bpay 0000002488	\$136.65	\$0.00	\$136.65	\$0.00	\$0.00	\$12.42
26/04/19	2260	Standard Levy Contribution Schedule for 01/04/2019 to 30/06/2019 Receipt; bpay-payment - DEFT Bpay 0000002488	\$2,128.44	\$560.66	\$2,689.10	\$0.00	\$0.00	\$244.46
24/06/19	2402	Standard Levy Contribution Schedule for 01/07/2019 to 30/09/2019 Receipt; bpay-payment - DEFT Bpay 0000002488	\$2,128.44	\$560.66	\$2,689.10	\$0.00	\$0.00	\$244.46
02/10/19	2569	Other Utility for period 18/03/19 - 15/09/19 Receipt; bpay-payment - DEFT Bpay 0000002488	\$160.18	\$0.00	\$160.18	\$0.00	\$0.00	\$14.56
28/10/19	2592	Standard Levy Contribution Schedule for 01/10/2019 to 31/12/2019 Receipt; bpay-payment - DEFT Bpay 0000002488	\$2,128.44	\$560.66	\$2,689.10	\$0.00	\$0.00	\$244.46
13/12/19	2647	Standard Levy Contribution Schedule for 01/01/2020 to 31/03/2020 Receipt; bpay-payment - DEFT Bpay 0000002488	\$2,128.44	\$560.66	\$2,689.10	\$0.00	\$0.00	\$244.46
30/01/20	2726	Other Utility for period 16/09/19 - 05/01/20 Receipt; bpay-payment - DEFT Bpay 0000002488	\$615.12	\$0.00	\$615.12	\$0.00	\$0.00	\$55.92
24/04/20	2854	Standard Levy Contribution Schedule for 01/04/2020 to 30/06/2020 Receipt; bpay-payment - DEFT Bpay 0000002488	\$2,128.43	\$560.67	\$2,689.10	\$0.00	\$0.00	\$244.46
28/05/20	2884	Other Utility for period 06/01/20 - 13/05/20 Receipt; bpay-payment - DEFT Bpay 0000002488	\$1,104.64	\$0.00	\$1,104.64	\$0.00	\$0.00	\$100.42
23/07/20	2983	Standard Levy Contribution Schedule for 01/07/2020 to 30/09/2020 Receipt; bpay-payment - DEFT Bpay 0000002488	\$1,136.83	\$1,552.27	\$2,689.10	\$0.00	\$0.00	\$244.47
18/09/20	3109	Other Utility for period 14/05/20 - 17/08/20 Receipt; bpay-payment - DEFT Bpay 0000002488	\$239.57	\$0.00	\$239.57	\$0.00	\$0.00	\$21.78
18/09/20	3114	Standard Levy Contribution Schedule for 01/10/2020 to 31/12/2020 Receipt; bpay-payment - DEFT Bpay 0000002488	\$1,136.83	\$1,552.27	\$2,689.10	\$0.00	\$0.00	\$244.47

WELLMAN STRATA MANAGEMENT PTY LTD

OWNER TRANSACTION SUMMARY from 01/10/16 to 30/06/22

Contribution Schedule

Liability Limited by a Scheme Approved under Professional Standards Legislation.

S/Plan: 82955

Units of Entitlement: 2100

Paid To: 30/06/22

Lot#: 29

Unit#: 302

Owner Name: Heng Keng Lee & Aggie Poh **Contribution Schedule:** 2100

Receipts(Continued)

Date	Reference	Details	Admin	Capital Works	Total	Discount	Interest Paid	GST
20/11/20	3194	Other Utility for period 18/08/20 - 01/11/20 Receipt; bpay-payment - DEFT Bpay 0000002488	\$324.74	\$0.00	\$324.74	\$0.00	\$0.00	\$29.52
15/01/21	3319	Standard Levy Contribution Schedule for 01/01/2021 to 31/03/2021 Receipt; bpay-payment - DEFT Bpay 0000002488	\$1,136.83	\$1,552.27	\$2,689.10	\$0.00	\$0.00	\$244.47
30/03/21	3421	Standard Levy Contribution Schedule for 01/04/2021 to 30/06/2021 Receipt; bpay-payment - DEFT Bpay 0000002488	\$1,136.83	\$1,552.27	\$2,689.10	\$0.00	\$0.00	\$244.47
26/04/21	3463	Other Utility for period 02/11/20 - 16/03/21 Receipt; bpay-payment - DEFT Bpay 0000002488	\$540.35	\$0.00	\$540.35	\$0.00	\$0.00	\$49.12
29/06/21	3577	Standard Levy Contribution Schedule for 01/07/2021 to 30/09/2021 Receipt; bpay-payment - DEFT Bpay 0000002488	\$2,476.51	\$777.29	\$3,253.80	\$0.00	\$0.00	\$295.80
27/07/21	3618	Other Utility for period 17/03/21 - 15/06/21 Receipt; bpay-payment - DEFT Bpay 0000002488	\$177.59	\$0.00	\$177.59	\$0.00	\$0.00	\$16.14
07/10/21	3729	Standard Levy Contribution Schedule for 01/10/2021 to 31/12/2021 Receipt; bpay-payment - DEFT Bpay 0000002488	\$2,476.51	\$777.29	\$3,253.80	\$0.00	\$0.00	\$295.80
29/11/21	3772	Other Utility for period 16/06/21 - 25/10/21 Receipt; bpay-payment - DEFT Bpay 0000002488	\$71.66	\$0.00	\$71.66	\$0.00	\$0.00	\$6.51
13/12/21	3805	Standard Levy Contribution Schedule for 01/01/2022 to 31/03/2022 Receipt; bpay-payment - DEFT Bpay 0000002488	\$2,476.51	\$777.29	\$3,253.80	\$0.00	\$0.00	\$295.80
13/12/21	3807	Credit Receipt Transfer; bpay-payment - DEFT Bpay 0000002488	\$71.66	\$0.00	\$71.66	\$0.00	\$0.00	\$6.51
02/02/22	3914	Other Utility for period 26/10/21 - 17/01/22 Receipt; bpay-payment - DEFT Bpay 0000002488	\$81.50	\$0.00	\$81.50	\$0.00	\$0.00	\$7.41
01/04/22	3930	TRF: Standard Levy Contribution Schedule for 01/04/2022 to 30/06/2022 Transfer; - Transfer from credit	\$71.66	\$0.00	\$71.66	\$0.00	\$0.00	\$6.51
01/04/22	3956	Transfer from credit Transfer; - Transfer from credit	\$-71.66	\$0.00	\$-71.66	\$0.00	\$0.00	\$-6.51
05/04/22	3983	Standard Levy Contribution Schedule for 01/04/2022 to 30/06/2022 Receipt; bpay-payment - DEFT Bpay 0000002488	\$1,555.29	\$1,781.40	\$3,336.69	\$0.00	\$0.00	\$303.34
Receipt Totals for the Period 01/10/16 to 30/06/22			\$51,266.82	\$18,423.30	\$69,690.12	\$0.15	\$50.35	\$6,335.42

WELLMAN STRATA MANAGEMENT PTY LTD

OWNER TRANSACTION SUMMARY from 01/09/16 to 30/06/22

Contribution Schedule

Liability Limited by a Scheme Approved under Professional Standards Legislation.

S/Plan: 82955

Units: 99

Lots: 99

Building Address: 19-25 Grosvenor Street

□ □

Suburb: NEUTRAL BAY

State: NSW **Post Code:** 2089

Post Code: 2089

Building Name: Lucca Apartments

ABN: 52 937 243 693

GST?: Yes

Manager: Celeste Arenas

Lot#: 86

Unit#: 302S

Units of Entitlement: 12

Paid To: 30/06/22

**Owner Name: Heng Keng Lee & Aggie Poh
Lian Chew**

Contribution Schedule: 12

Levies

[illegible]

WELLMAN STRATA MANAGEMENT PTY LTD

OWNER TRANSACTION SUMMARY from 01/09/16 to 30/06/22

Contribution Schedule

Liability Limited by a Scheme Approved under Professional Standards Legislation.

S/Plan: 82955

Units of Entitlement: 12

Paid To: 30/06/22

Lot#: 86

Unit#: 302S

Owner Name: Heng Keng Lee & Aggie Poh **Contribution Schedule:** 12

Levies(Continued)

Due Date	Reference	Details	Total Due	Paid	Discount	Unpaid	Arrears	Interest Due	GST
01/10/17	1453	Standard Levy Contribution Schedule from 01/10/2017 to 31/12/2017 FULLY PAID	\$14.20	\$14.20	\$0.00	\$0.00	\$0.00	\$0.00	\$1.29
		Admin	\$11.32	\$11.32	\$0.00	\$0.00	\$0.00	\$0.00	\$1.03
		Capital Works	\$2.88	\$2.88	\$0.00	\$0.00	\$0.00	\$0.00	\$0.26
01/01/18	1454	Standard Levy Contribution Schedule from 01/01/2018 to 31/03/2018 FULLY PAID	\$13.85	\$13.85	\$0.00	\$0.00	\$0.00	\$0.00	\$1.26
		Admin	\$10.59	\$10.59	\$0.00	\$0.00	\$0.00	\$0.00	\$0.96
		Capital Works	\$3.26	\$3.26	\$0.00	\$0.00	\$0.00	\$0.00	\$0.30
30/04/18	2098	Standard Levy Contribution Schedule from 01/04/2018 to 30/06/2018 FULLY PAID	\$14.85	\$14.85	\$0.00	\$0.00	\$0.00	\$0.00	\$1.35
		Admin	\$11.86	\$11.86	\$0.00	\$0.00	\$0.00	\$0.00	\$1.08
		Capital Works	\$2.99	\$2.99	\$0.00	\$0.00	\$0.00	\$0.00	\$0.27
01/07/18	2099	Standard Levy Contribution Schedule from 01/07/2018 to 30/09/2018 FULLY PAID	\$14.85	\$14.85	\$0.00	\$0.00	\$0.00	\$0.00	\$1.35
		Admin	\$11.86	\$11.86	\$0.00	\$0.00	\$0.00	\$0.00	\$1.08
		Capital Works	\$2.99	\$2.99	\$0.00	\$0.00	\$0.00	\$0.00	\$0.27
01/10/18	2100	Standard Levy Contribution Schedule from 01/10/2018 to 31/12/2018 FULLY PAID	\$14.85	\$14.85	\$0.00	\$0.00	\$0.00	\$0.00	\$1.35
		Admin	\$11.86	\$11.86	\$0.00	\$0.00	\$0.00	\$0.00	\$1.08
		Capital Works	\$2.99	\$2.99	\$0.00	\$0.00	\$0.00	\$0.00	\$0.27
01/01/19	2101	Standard Levy Contribution Schedule from 01/01/2019 to 31/03/2019 FULLY PAID	\$14.85	\$14.85	\$0.00	\$0.00	\$0.00	\$0.00	\$1.35
		Admin	\$11.86	\$11.86	\$0.00	\$0.00	\$0.00	\$0.00	\$1.08
		Capital Works	\$2.99	\$2.99	\$0.00	\$0.00	\$0.00	\$0.00	\$0.27
30/04/19	2603	Standard Levy Contribution Schedule from 01/04/2019 to 30/06/2019 FULLY PAID	\$15.35	\$15.35	\$0.00	\$0.00	\$0.00	\$0.00	\$1.39
		Admin	\$12.15	\$12.15	\$0.00	\$0.00	\$0.00	\$0.00	\$1.10
		Capital Works	\$3.20	\$3.20	\$0.00	\$0.00	\$0.00	\$0.00	\$0.29
01/07/19	2604	Standard Levy Contribution Schedule from 01/07/2019 to 30/09/2019 FULLY PAID	\$15.35	\$15.35	\$0.00	\$0.00	\$0.00	\$0.00	\$1.39
		Admin	\$12.15	\$12.15	\$0.00	\$0.00	\$0.00	\$0.00	\$1.10
		Capital Works	\$3.20	\$3.20	\$0.00	\$0.00	\$0.00	\$0.00	\$0.29
01/10/19	2605	Standard Levy Contribution Schedule from 01/10/2019 to 31/12/2019 FULLY PAID	\$15.35	\$15.35	\$0.00	\$0.00	\$0.00	\$0.00	\$1.39
		Admin	\$12.15	\$12.15	\$0.00	\$0.00	\$0.00	\$0.00	\$1.10
		Capital Works	\$3.20	\$3.20	\$0.00	\$0.00	\$0.00	\$0.00	\$0.29

WELLMAN STRATA MANAGEMENT PTY LTD

OWNER TRANSACTION SUMMARY from 01/09/16 to 30/06/22

Contribution Schedule

Liability Limited by a Scheme Approved under Professional Standards Legislation.

S/Plan: 82955

Units of Entitlement: 12

Paid To: 30/06/22

Lot#: 86

Unit#: 302S

Owner Name: Heng Keng Lee & Aggie Poh **Contribution Schedule:** 12

Levies(Continued)

Due Date	Reference	Details	Total Due	Paid	Discount	Unpaid	Arrears	Interest Due	GST
01/01/20	2606	Standard Levy Contribution Schedule from 01/01/2020 to 31/03/2020 FULLY PAID	\$15.35	\$15.35	\$0.00	\$0.00	\$0.00	\$0.00	\$1.39
		Admin	\$12.15	\$12.15	\$0.00	\$0.00	\$0.00	\$0.00	\$1.10
		Capital Works	\$3.20	\$3.20	\$0.00	\$0.00	\$0.00	\$0.00	\$0.29
30/04/20	2813	Standard Levy Contribution Schedule from 01/04/2020 to 30/06/2020 FULLY PAID	\$15.36	\$15.36	\$0.00	\$0.00	\$0.00	\$0.00	\$1.40
		Admin	\$12.16	\$12.16	\$0.00	\$0.00	\$0.00	\$0.00	\$1.11
		Capital Works	\$3.20	\$3.20	\$0.00	\$0.00	\$0.00	\$0.00	\$0.29
01/08/20	3186	Standard Levy Contribution Schedule from 01/07/2020 to 30/09/2020 FULLY PAID	\$15.35	\$15.35	\$0.00	\$0.00	\$0.00	\$0.00	\$1.40
		Admin	\$6.48	\$6.48	\$0.00	\$0.00	\$0.00	\$0.00	\$0.59
		Capital Works	\$8.87	\$8.87	\$0.00	\$0.00	\$0.00	\$0.00	\$0.81
01/10/20	3187	Standard Levy Contribution Schedule from 01/10/2020 to 31/12/2020 FULLY PAID	\$15.35	\$15.35	\$0.00	\$0.00	\$0.00	\$0.00	\$1.40
		Admin	\$6.48	\$6.48	\$0.00	\$0.00	\$0.00	\$0.00	\$0.59
		Capital Works	\$8.87	\$8.87	\$0.00	\$0.00	\$0.00	\$0.00	\$0.81
01/01/21	3188	Standard Levy Contribution Schedule from 01/01/2021 to 31/03/2021 FULLY PAID	\$15.35	\$15.35	\$0.00	\$0.00	\$0.00	\$0.00	\$1.40
		Admin	\$6.48	\$6.48	\$0.00	\$0.00	\$0.00	\$0.00	\$0.59
		Capital Works	\$8.87	\$8.87	\$0.00	\$0.00	\$0.00	\$0.00	\$0.81
01/04/21	3189	Standard Levy Contribution Schedule from 01/04/2021 to 30/06/2021 FULLY PAID	\$15.35	\$15.35	\$0.00	\$0.00	\$0.00	\$0.00	\$1.40
		Admin	\$6.48	\$6.48	\$0.00	\$0.00	\$0.00	\$0.00	\$0.59
		Capital Works	\$8.87	\$8.87	\$0.00	\$0.00	\$0.00	\$0.00	\$0.81
01/07/21	3574	Standard Levy Contribution Schedule from 01/07/2021 to 30/09/2021 FULLY PAID	\$18.60	\$18.60	\$0.00	\$0.00	\$0.00	\$0.00	\$1.69
		Admin	\$14.16	\$14.16	\$0.00	\$0.00	\$0.00	\$0.00	\$1.29
		Capital Works	\$4.44	\$4.44	\$0.00	\$0.00	\$0.00	\$0.00	\$0.40
01/10/21	3575	Standard Levy Contribution Schedule from 01/10/2021 to 31/12/2021 FULLY PAID	\$18.60	\$18.60	\$0.00	\$0.00	\$0.00	\$0.00	\$1.69
		Admin	\$14.16	\$14.16	\$0.00	\$0.00	\$0.00	\$0.00	\$1.29
		Capital Works	\$4.44	\$4.44	\$0.00	\$0.00	\$0.00	\$0.00	\$0.40
01/01/22	3576	Standard Levy Contribution Schedule from 01/01/2022 to 31/03/2022 FULLY PAID	\$18.60	\$18.60	\$0.00	\$0.00	\$0.00	\$0.00	\$1.69
		Admin	\$14.16	\$14.16	\$0.00	\$0.00	\$0.00	\$0.00	\$1.29
		Capital Works	\$4.44	\$4.44	\$0.00	\$0.00	\$0.00	\$0.00	\$0.40

WELLMAN STRATA MANAGEMENT PTY LTD

OWNER TRANSACTION SUMMARY from 01/09/16 to 30/06/22

Contribution Schedule

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Liability Limited by a Scheme Approved under Professional Standards Legislation.

S/Plan: 82955

Units of Entitlement: 12

Paid To: 30/06/22

Lot#: 86

Unit#: 302S

Owner Name: Heng Keng Lee & Aggie Poh **Contribution Schedule:** 12

Levies(Continued)

Due Date	Reference	Details	Total Due	Paid	Discount	Unpaid	Arrears	Interest Due	GST
01/05/22	4034	Standard Levy Contribution Schedule from 01/04/2022 to 30/06/2022	\$19.50	\$19.50	\$0.00	\$0.00	\$0.00	\$0.00	\$1.78
		FULLY PAID							
		Admin	\$9.32	\$9.32	\$0.00	\$0.00	\$0.00	\$0.00	\$0.85
		Capital Works	\$10.18	\$10.18	\$0.00	\$0.00	\$0.00	\$0.00	\$0.93
Levy Totals for the Period 01/09/16 to 30/06/22			\$362.74	\$362.74	\$0.00	\$0.00	\$0.00	\$0.00	\$32.98

Receipts

Date	Reference	Details	Admin	Capital Works	Total	Discount	Interest Paid	GST
30/09/16	344	Credit Receipt	\$14.00	\$0.00	\$14.00	\$0.00	\$0.00	\$1.27
30/09/16	657	Transfer; bpay-payment - DEFT Bpay 0000002545 TRF: Quarterly Admin / Sinking Levies for 01/10/2016 to 31/12/2016	\$10.80	\$3.20	\$14.00	\$0.00	\$0.00	\$1.27
30/09/16	658	Transfer; - Transfer from credit Transfer from credit	\$-14.00	\$0.00	\$-14.00	\$0.00	\$0.00	\$-1.27
30/12/16	746	Transfer; - Transfer from credit Quarterly Admin / Sinking Levies for 01/01/2017 to 31/03/2017	\$10.90	\$3.25	\$14.15	\$0.00	\$0.00	\$1.29
01/05/17	935	Receipt; bpay-payment - DEFT Bpay 0000002545 Standard Levy Contribution Schedule for 01/04/2017 to 30/06/2017	\$11.32	\$2.88	\$14.20	\$0.00	\$0.00	\$1.29
30/06/17	1090	Receipt; bpay-payment - DEFT Bpay 0000002545 Standard Levy Contribution Schedule for 01/07/2017 to 30/09/2017	\$11.32	\$2.88	\$14.20	\$0.00	\$0.00	\$1.29
30/06/17	1091	Receipt; bpay-payment - DEFT Bpay 0000002545 Special Levy: Building Defects Litigation (Instalment 1)	\$2.64	\$0.00	\$2.64	\$0.00	\$0.00	\$0.24
18/09/17	1289	Receipt; bpay-payment - DEFT Bpay 0000002545 Standard Levy Contribution Schedule for 01/10/2017 to 31/12/2017	\$11.32	\$2.88	\$14.20	\$0.00	\$0.00	\$1.29
18/09/17	1290	Receipt; bpay-payment - DEFT Bpay 0000002545 Special Levy: Building Defects Litigation (Instalment 2)	\$2.64	\$0.00	\$2.64	\$0.00	\$0.00	\$0.24
30/11/17	1466	Receipt; bpay-payment - DEFT Bpay 0000002545 Standard Levy Contribution Schedule for 01/01/2018 to 31/03/2018	\$10.59	\$3.26	\$13.85	\$0.00	\$0.00	\$1.26
30/04/18	1692	Receipt; bpay-payment - DEFT Bpay 0000002545 Standard Levy Contribution Schedule for 01/04/2018 to 30/06/2018	\$11.86	\$2.99	\$14.85	\$0.00	\$0.00	\$1.35
		Receipt; bpay-payment - DEFT Bpay 0000002545						

WELLMAN STRATA MANAGEMENT PTY LTD

OWNER TRANSACTION SUMMARY from 01/09/16 to 30/06/22

Contribution Schedule

Liability Limited by a Scheme Approved under Professional Standards Legislation.

S/Plan: 82955

Units of Entitlement: 12

Paid To: 30/06/22

Lot#: 86

Unit#: 302S

Owner Name: Heng Keng Lee & Aggie Poh **Contribution Schedule:** 12

Receipts(Continued)

Date	Reference	Details	Admin	Capital Works	Total	Discount	Interest Paid	GST
29/06/18	1793	Standard Levy Contribution Schedule for 01/07/2018 to 30/09/2018 Receipt; bpay-payment - DEFT Bpay 0000002545	\$11.86	\$2.99	\$14.85	\$0.00	\$0.00	\$1.35
28/09/18	1988	Standard Levy Contribution Schedule for 01/10/2018 to 31/12/2018 Receipt; bpay-payment - DEFT Bpay 0000002545	\$11.86	\$2.99	\$14.85	\$0.00	\$0.00	\$1.35
27/12/18	2113	Standard Levy Contribution Schedule for 01/01/2019 to 31/03/2019 Receipt; bpay-payment - DEFT Bpay 0000002545	\$11.86	\$2.99	\$14.85	\$0.00	\$0.00	\$1.35
26/04/19	2236	Standard Levy Contribution Schedule for 01/04/2019 to 30/06/2019 Receipt; bpay-payment - DEFT Bpay 0000002545	\$12.15	\$3.20	\$15.35	\$0.00	\$0.00	\$1.39
24/06/19	2388	Standard Levy Contribution Schedule for 01/07/2019 to 30/09/2019 Receipt; bpay-payment - DEFT Bpay 0000002545	\$12.15	\$3.20	\$15.35	\$0.00	\$0.00	\$1.39
20/09/19	2506	Standard Levy Contribution Schedule for 01/10/2019 to 31/12/2019 Receipt; bpay-payment - DEFT Bpay 0000002545	\$12.15	\$3.20	\$15.35	\$0.00	\$0.00	\$1.39
03/01/20	2689	Standard Levy Contribution Schedule for 01/01/2020 to 31/03/2020 Receipt; bpay-payment - DEFT Bpay 0000002545	\$12.15	\$3.20	\$15.35	\$0.00	\$0.00	\$1.39
24/04/20	2847	Standard Levy Contribution Schedule for 01/04/2020 to 30/06/2020 Receipt; bpay-payment - DEFT Bpay 0000002545	\$12.16	\$3.20	\$15.36	\$0.00	\$0.00	\$1.40
23/07/20	2971	Standard Levy Contribution Schedule for 01/07/2020 to 30/09/2020 Receipt; bpay-payment - DEFT Bpay 0000002545	\$6.48	\$8.87	\$15.35	\$0.00	\$0.00	\$1.40
18/09/20	3104	Standard Levy Contribution Schedule for 01/10/2020 to 31/12/2020 Receipt; bpay-payment - DEFT Bpay 0000002545	\$6.48	\$8.87	\$15.35	\$0.00	\$0.00	\$1.40
15/01/21	3315	Standard Levy Contribution Schedule for 01/01/2021 to 31/03/2021 Receipt; bpay-payment - DEFT Bpay 0000002545	\$6.48	\$8.87	\$15.35	\$0.00	\$0.00	\$1.40
30/03/21	3405	Standard Levy Contribution Schedule for 01/04/2021 to 30/06/2021 Receipt; bpay-payment - DEFT Bpay 0000002545	\$6.48	\$8.87	\$15.35	\$0.00	\$0.00	\$1.40
22/06/21	3547	Standard Levy Contribution Schedule for 01/07/2021 to 30/09/2021 Receipt; bpay-payment - DEFT Bpay 0000002545	\$14.16	\$4.44	\$18.60	\$0.00	\$0.00	\$1.69
29/09/21	3701	Standard Levy Contribution Schedule for 01/10/2021 to 31/12/2021 Receipt; bpay-payment - DEFT Bpay 0000002545	\$14.16	\$4.44	\$18.60	\$0.00	\$0.00	\$1.69
13/12/21	3802	Standard Levy Contribution Schedule for 01/01/2022 to 31/03/2022 Receipt; bpay-payment - DEFT Bpay 0000002545	\$14.16	\$4.44	\$18.60	\$0.00	\$0.00	\$1.69

WELLMAN STRATA MANAGEMENT PTY LTD

OWNER TRANSACTION SUMMARY from 01/09/16 to 30/06/22

Contribution Schedule

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Liability Limited by a Scheme Approved under Professional Standards Legislation.

S/Plan: 82955

Units of Entitlement: 12

Paid To: 30/06/22

Lot#: 86

Unit#: 302S

Owner Name: Heng Keng Lee & Aggie Poh **Contribution Schedule:** 12

Receipts(Continued)

Date	Reference	Details	Admin	Capital Works	Total	Discount	Interest Paid	GST
05/04/22	3982	Standard Levy Contribution Schedule for 01/04/2022 to 30/06/2022 Receipt; bpay-payment - DEFT Bpay 0000002545	\$9.32	\$10.18	\$19.50	\$0.00	\$0.00	\$1.78
Receipt Totals for the Period 01/09/16 to 30/06/22			\$257.45	\$105.29	\$362.74	\$0.00	\$0.00	\$32.98

Wellman Strata Management Pty Ltd

Level 45, 680 George Street SYDNEY NSW 2000 ABN: 24 110 754 839

Ph: 02 8065 6575 Email: info@wellmanstrata.com.au

Printed: 23/05/2022 11:56 am User: Sarah Creek

Liability Limited by a Scheme Approved under Professional Standards Legislation.

Page 1

Balance Sheet - S/Plan 82955 "LUCCA APARTMENTS" 19-25 GROSVENOR STREET, NEUTRAL BAY, NSW 2089 For the Financial Period 01/01/2022 to 23/05/2022

	Administrative	Capital Works	TOTAL THIS YEAR
Assets			
Cash At Bank			
Strata Plan 82955	\$83,233.81	\$242,505.36	\$325,739.17
Accounts Receivable--Debtors	\$500.00	\$0.00	\$500.00
Levies Receivable	\$9,640.88	\$9,126.22	\$18,767.10
Prepaid Expenses	\$2,192.94	\$0.00	\$2,192.94
Total Assets	\$95,567.63	\$251,631.58	\$347,199.21
Liabilities			
Accounts Payable	\$6,890.74	\$0.00	\$6,890.74
BAS Clearing	\$0.07	\$0.00	\$0.07
Deposits--Other	\$1,500.00	\$0.00	\$1,500.00
Paid in Advance	\$3,391.87	\$104.34	\$3,496.21
GST Liabilities	\$6,791.06	\$7,753.77	\$14,544.83
Total Liabilities	\$18,573.74	\$7,858.11	\$26,431.85
Net Assets	\$76,993.89	\$243,773.47	\$320,767.36
Owners Funds			
Opening Balance	\$32,795.86	\$166,081.11	\$198,876.97
Net Income For The Period	\$44,198.03	\$77,692.36	\$121,890.39
Total Owners Funds	\$76,993.89	\$243,773.47	\$320,767.36

Wellman Strata Management Pty Ltd

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Page 2

Income and Expenditure Statement - S/Plan 82955 "LUCCA APARTMENTS"

19-25 GROSVENOR STREET, NEUTRAL BAY, NSW 2089

For the Financial Period 01/01/2022 to 23/05/2022

Administrative Fund

	TOTAL THIS YEAR	Last Year Actual
Income		
Contribution		
Contribution Due	\$177,639.09	\$312,840.86
Interest on Overdues	\$59.97	\$254.82
Total Contribution	\$177,699.06	\$313,095.68
Other Income		
Key, Fob & Swipe Monies Received	\$596.35	\$0.00
Total Other Income	\$596.35	\$0.00
Recoveries		
Recoveries - Legal Fees	\$70.00	\$220.00
Recoveries - Utility	\$1,537.45	\$6,940.59
Total Recoveries	\$1,607.45	\$7,160.59
Total Administrative Fund Income	\$179,902.86	\$320,256.27
Expenses		
Admin		
Accounting & Reporting	\$480.00	\$360.00
Accounting & Taxation Services	\$230.00	\$690.00
Accounting Creditor Approval	\$0.00	\$1,080.00
Agent Disbursements	\$1,448.86	\$5,298.40
Audit Services	\$1,050.00	\$1,000.00
BAS Process Fee	\$500.00	\$1,500.00
Building Manager	\$11,102.85	\$27,629.42
Building Manager--Additional Services	\$0.00	\$1,120.00
Building Manager--Office Expenses	\$4,217.50	\$10,010.05
Consultants.	\$299.00	\$0.00
Legal & Debt Collection Fees	\$30.00	\$220.00
Levy Cont.--BMC	\$54,221.09	\$132,019.11
Management Fee	\$5,482.96	\$16,448.88
Management Fee--Schedule B	\$1,758.79	\$7,583.79
Meeting Room Expenses	\$0.00	\$272.73
Registration/License/Compliance Fees	\$198.34	\$537.34
Total Admin	\$81,019.39	\$205,769.72
Insurance		
Insurance--Premiums	\$976.55	\$2,348.02

Wellman Strata Management Pty Ltd

Level 45, 680 George Street SYDNEY NSW 2000 ABN: 24 110 754 839

Ph: 02 8065 6575 Email: info@wellmanstrata.com.au

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Liability Limited by a Scheme Approved under Professional Standards Legislation.

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Income and Expenditure Statement - S/Plan 82955 "LUCCA APARTMENTS"

19-25 GROSVENOR STREET, NEUTRAL BAY, NSW 2089

For the Financial Period 01/01/2022 to 23/05/2022

Administrative Fund

	TOTAL THIS YEAR	Last Year Actual
Total Insurance	\$976.55	\$2,348.02
Maint Bldg		
Cleaning--Carpet/Furniture	\$789.00	\$150.00
Cleaning--Contracts	\$19,312.50	\$45,675.00
Cleaning--Materials	\$1,883.16	\$2,892.30
Cleaning--Pressure Clean	\$0.00	\$255.00
Cleaning--Windows/Glass	\$0.00	\$5,360.00
Electrical--LED, Lamps & Tubes	\$0.00	\$800.00
Exhaust/Ventilation Systems	\$584.00	\$2,407.00
Garbage Chute	\$0.00	\$4,148.00
Garbage Compactor	\$0.00	\$2,773.80
General Repairs	\$3,474.62	\$2,969.89
Intercom	\$0.00	\$310.00
Keys Swipes & Remotes	\$0.00	\$146.00
Lift Maintenance Contract	\$10,736.96	\$24,777.60
Lift Servicing/Repair	\$0.00	\$310.00
Lift Telephone	\$510.00	\$2,040.00
Pest/Vermin Control	\$345.45	\$1,569.53
Telephone & PABX Equipment	\$316.15	\$3,000.00
Total Maint Bldg	\$37,951.84	\$99,584.12
Maint Grounds		
Landscaping/Gardening	\$(247.53)	\$3,727.85
Total Maint Grounds	\$(247.53)	\$3,727.85
Utility		
Electricity	\$16,004.58	\$27,170.20
Total Utility	\$16,004.58	\$27,170.20
Total Administrative Fund Expenses	\$135,704.83	\$338,599.91
Administrative Fund Surplus/Deficit	\$44,198.03	\$(18,343.64)
Opening Balance for the period	\$32,795.86	\$32,795.86
Closing Balance for the period	\$76,993.89	\$14,452.22

Wellman Strata Management Pty Ltd

Level 45, 680 George Street SYDNEY NSW 2000 ABN: 24 110 754 839

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Liability Limited by a Scheme Approved under Professional Standards Legislation.

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Income and Expenditure Statement - S/Plan 82955 "LUCCA APARTMENTS"

19-25 GROSVENOR STREET, NEUTRAL BAY, NSW 2089

For the Financial Period 01/01/2022 to 23/05/2022

Capital Works Fund

	TOTAL THIS YEAR	Last Year Actual
Income		
Contribution		
Contribution Due	\$110,765.90	\$201,693.96
Interest on Overdues	\$23.19	\$159.72
Total Contribution	\$110,789.09	\$201,853.68
Total Capital Works Fund Income	\$110,789.09	\$201,853.68
Expenses		
Admin		
Capital Works / Sinking Fund Assessment	\$0.00	\$0.00
Levy Cont.--BMC	\$0.00	\$0.00
Total Admin	\$0.00	\$0.00
Maint Bldg		
Doors & Windows--Capital Works	\$0.00	\$360.00
Electrical	\$477.70	\$150.00
General Repairs & Maint.	\$0.00	\$2,188.80
General Replacement	\$1,780.53	\$4,465.77
Mechanical--Fans	\$1,850.00	\$205.00
Painting & Surfaces--BMC	\$0.00	\$98,000.00
Plumbing & Drainage	\$538.50	\$1,011.33
Replacement--Intercom	\$0.00	\$0.00
Security Equipment, CCTV etc	\$0.00	\$6,086.51
Total Maint Bldg	\$4,646.73	\$112,467.41
Remedial Repair		
Remedial Repair--Consultants/Engineers	\$0.00	\$0.00
Remedial Repair--Waterproofing	\$28,450.00	\$98,011.85
Total Remedial Repair	\$28,450.00	\$98,011.85
Total Capital Works Fund Expenses	\$33,096.73	\$210,479.26
Capital Works Fund Surplus/Deficit	\$77,692.36	\$(8,625.58)
Opening Balance for the period	\$166,081.11	\$166,081.11
Closing Balance for the period	\$243,773.47	\$157,455.53



Policy No: HU0048315
Period of Insurance:
From: 08/06/21
To: 08/06/22 at 4.00 pm

The Insured & Situation:
The Owners - Strata Plan 82954, 82955 &
BMC FOR DP 1144637
19-25 GROSVENOR STREET
NEUTRAL BAY
NSW 2089

Certificate of Currency - Tax Invoice

Cover Selected	Sum Insured
POLICY 1 INSURED PROPERTY (Building)	33,770,000
Loss of Rent/Temp Accommodation (15%)	5,065,500
INSURED PROPERTY (Common Area Contents)	337,700
FLOOD	Selected
POLICY 2 LIABILITY TO OTHERS	Limit of Liability - 50,000,000
POLICY 3 VOLUNTARY WORKERS - Refer to Table of Benefits	200,000/2,000
POLICY 4 WORKERS COMPENSATION (ACT, TAS & WA ONLY)	Not selected
POLICY 5 FIDELITY GUARANTEE	100,000
POLICY 6 OFFICE BEARER'S LEGAL LIABILITY	Limit of Liability - 1,000,000
POLICY 7 MACHINERY BREAKDOWN	100,000
Loss of Rent/Temp Accommodation (20%)	20,000
POLICY 8 CATASTROPHE INSURANCE (Insured Property)	5,065,500
Extended cover - Rent/Temp Accommodation (15%)	759,825
Escalation in Cost of Temp Accommodation (5%)	253,275
Cost of Storage and Evacuation (5%)	253,275
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: 19101451

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
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Queensland
Level 13, King George Central
145 Ann Street, Brisbane 4000
GPO Box 705, Brisbane 4001
Phone: 07 3135 7900
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Western Australia
Level 4, 55 St Georges Terrace
Perth 6000
PO Box 5721, Perth 6831
Phone: 08 9466 8600
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South Australia
Ground Floor
208 Greenhill Road
Eastwood 5063
Phone: 08 8394 0444
Fax: 08 8394 0445
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Print: 18 April 2019

To: The Owners – Strata Plan 82955
Lucca Apartments
19-25 Grosvenor Street,
NEUTRAL BAY NSW 2089

And: To all mortgagees, covenant charges and registered tenants

Minutes of Annual General Meeting

Schedule 1, *Strata Schemes Management Act 2015 (NSW)*

Meeting Particulars	
Strata Plan Number & Building Name:	Strata Plan 82955 Lucca Apartments
Address of scheme:	19-25 Grosvenor Street, NEUTRAL BAY NSW 2089
Type of Meeting:	Annual General Meeting
Date of Meeting:	Monday 15 th April, 2019
Time of Meeting:	6:30PM
Meeting Venue:	The Neutral Bay Club, 3 Westleigh St, Neutral Bay NSW 2089
Facilitator:	Wellman Strata Management Pty Ltd ('Wellman Strata')

Present in Person: H & M Greenrod (Lots 1 & 73), S Leong (Lots 2, 59 & 85), T Jones (Lots 16 & 53), M Wallis (Lots 17 & 90), A Preston (Lot 23), R & J Aureli (Lots 24, 72 & 81), P Russell-Cook (Lot 31), M Miller & C Bassett (Lots 36 & 87) and A & S Davenport (Lots 37, 46, 76 & 77).

Present by Proxy: C Pettit (Lot 8) proxy to A Davenport (Lots 37, 46, 76 & 77).
S Cole (Lot 34) proxy to C Bassett (Lots 36 & 87).

Apologies: A & H MacDonald (Lots 48 & 70)

In Attendance: D Biordi of Luna Management
N Tilbrook of Wellman Strata Management Pty Ltd ('Wellman Strata')

Quorum: At 7:00PM, the Chairperson declared a meeting quorum for the purpose of addressing the motions of the meetings in accordance with the provisions set out in the Strata Schemes Management Act 2015, Schedule 1, Clause 17 (4)(b).

Resolution 1: Minutes	Resolution Type:	Ordinary
RESOLVED that the minutes of the previous general meeting be confirmed as a true record and account of the proceedings at that meeting.		
Resolution 2: Financial Statements	Resolution Type:	Ordinary
RESOLVED that the Owners Corporation adopt the audited financial statements for the year end 31 st December 2018.		

Resolution 3: Auditor	Resolution Type:	Ordinary
RESOLVED that the Owners Corporation appoint an auditor for the strata scheme.		

Resolution 4: Capital Works Fund Plan	Resolution Type:	Ordinary
RESOLVED that the Owners Corporation revise the existing capital works fund for the 10-year period commencing on 14 th September 2010.		

Resolution 5: Annual Budget & Contributions	Resolution Type:	Ordinary
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a) **RESOLVED ON AMENDMENT** that the statement of estimated receipts and payments ("**budget**") as determined in accordance with Sub Section 79 (1) and 79 (2) of the *Strata Schemes Management Act 2015* for the period 01/01/2019 to 31/12/2019 and, as set out in the meeting agenda, be adopted.

Note – the scheme is registered for GST

b) **RESOLVED ON AMENDMENT** that the Owners Corporation levy and collect the total annual contribution in the following amounts:

ADMINISTRATION FUND	\$ 402,999.70 incl GST
CAPITAL WORKS FUND	\$ 105,029.10 incl GST

Or, any other amount as may be amended by the Owners corporation to be levied in accordance with sections 79 (1) and 79 (2) of the *Strata Schemes Management Act 2015* to be due and payable as set out in the table below:

<u>Date</u>		<u>Method of Calculation</u>		<u>Admin Fund</u>	<u>Capital Works Fund</u>
01/01/2019	*	As per unit entitlement.		\$ 98,938.90 incl GST	\$ 24,934.25 incl GST
01/04/2019		As per unit entitlement.		\$ 101,353.33 incl GST	\$ 26,698.28 incl GST
01/07/2019		As per unit entitlement.		\$ 101,353.33 incl GST	\$ 26,698.28 incl GST
01/10/2019		As per unit entitlement.		\$ 101,353.33 incl GST	\$ 26,698.28 incl GST

c) **RESOLVED** that the Owners Corporation levy and collect the following additional contribution as at **1/01/2020**:

ADMINISTRATION FUND	\$ 101,353.33 incl GST
CAPITAL WORKS FUND	\$ 26,698.28 incl GST

To be noted: Mr M Wallis addressed the meeting in relation to the cleaning of the exterior façade of this complex. It was RESOLVED to amend the above Administration Fund contribution by means of a \$7,000 increase as a "once off" cost to accommodate such costs. Cleaning to be undertaken at a time that is appropriate to coincide with proposed exterior painting schedule.

Resolution 6: Overdue Contributions	Resolution Type:	Ordinary
RESOLVED that the Owners Corporation deal with overdue contributions payable to the Owners Corporation as follows:		
<u>Part A Payment Plans</u>		
In respect of any payment plan under section 85 (5) of the <i>Strata Schemes Management Act 2015</i> (" Payment Plan "):		
<p>(i) The Owners Corporation will in fact enter into any Payment Plan that it has agreed to enter into in accordance with that section 85 (5).</p> <p>(ii) While the lot owner concerned complies with a Payment Plan, the Owners Corporation will not take action under section 86 of the <i>Strata Schemes Management Act 2015</i> to recover such unpaid contributions and interest as are the subject of that Payment Plan, nor the expenses of the Owners Corporation incurred in recovering the same.</p> <p>(iii) However, if the lot owner concerned ceases to comply with a Payment Plan, the Owners Corporation will proceed as set out in Part B below in respect of the whole of the unpaid contributions and interest the subject of that Payment Plan and the expenses of the Owners Corporation incurred in recovering the same.</p>		
<u>Part B Recovery Action on Arrears</u>		

In respect of any unpaid contributions and interest which have remained unpaid for a period of at least seven (7) days after the date that they became due and payable:

- (i) The Owners Corporation will first issue a written demand for immediate payment ("**First Demand**").
- (ii) If those unpaid contributions and interest remain wholly or partly unpaid for a further seven (7) days after the issue of the First Demand, the Owners Corporation will issue a second written demand for immediate payment ("**Second Demand**").
- (iii) If after then, those unpaid contributions and interest remain wholly or partly unpaid for a further 14 days after the issue of the Second Demand, the Owners Corporation will engage solicitors to issue a final demand for immediate payment of the unpaid amount ("**Legal Demand**").
- (iv) If the unpaid contributions and interest remain unpaid after a further 14 days following the issue of the Legal Demand, the owners corporation will engage solicitors to issue a notice of action in accordance with section 86 (4) of the *Strata Schemes Management Act 2015* ("**Notice of Action**") in respect of the action proposed to be taken under (iv) below.
- (v) On the expiry of the required 21 days after the giving of the Notice of Action the owners corporation will commence proceedings against the lot owner concerned for the recovery of the unpaid contributions, interest and the expenses of the owners corporation incurred in recovering the same in the New South Wales Civil and Administrative Tribunal or the Local Court of New South Wales, subject to and in accordance with legal advice.
- (vi) Where a person is jointly and severally liable for unpaid contributions and interest under section 84 of the *Strata Schemes Management Act 2015* the Owners Corporation will take steps against that person in accordance with the remaining provisions of this motion as if that person was the owner of the lot referred to.

Resolution 7: Insurance	Resolution Type:	Ordinary
<p>a) RESOLVED that the Owners Corporation confirm the insurances currently held by the strata scheme.</p> <p>b) RESOLVED that the Owners Corporation confirm the cover for liability of officers or members of the strata committee for damage to property, death or bodily injury in accordance with section (165)(2)(a) of the Strata Schemes Management Act 2015.</p> <p>c) RESOLVED that the Owners Corporation confirm the cover for misappropriation of money or other property of the Owners Corporation in accordance with section 165(2)(b) of the Strata Schemes Management Act 2015.</p> <p>d) That the Owners Corporation commission a valuer to provide a valuation in accordance with Section 161 of the Strata Schemes Management Act 2015 and to clearly specify all matters excluded at the front of the valuation report. - DEFEATED</p>		

Resolution 8: Report of the Managing Agent	Resolution Type:	Ordinary
RESOLVED that the Owners Corporation receives the report as set out in the table below by the strata managing agent as to whether, and what, commissions or training services have been provided or paid for or are likely to be so provided to or paid for the agent for the following 12 months.		
Commission/s paid on insurance within prior 12-month period	\$3,667.66	
Estimate of commission/s payable within the next 12-month period	\$3,851.04	

Resolution 9: Strata Committee	Resolution Type:	Ordinary
<p>a) RESOLVED that the Chairperson declared all written nominations and called for all oral nominations to the Strata Committee.</p> <ul style="list-style-type: none"> - C Pettit (Lot 8) - A Davenport (Lots 37, 46, 76 & 77) - C Bassett (Lots 36 & 87) - S Leong (Lots 2, 59 & 85) - M Wallis (Lots 17 & 90) <p>b) RESOLVED that the number of members of the Strata Committee be determined at <u>five (5)</u>.</p>		

c) **RESOLVED** that the members of the Strata Committee be elected:

- C Pettit (Lot 8)
- A Davenport (Lots 37, 46, 76 & 77)
- C Bassett (Lots 36 & 87)
- S Leong (Lots 2, 59 & 85)
- M Wallis (Lots 17 & 90)

Resolution 10: Restricted Matters

Resolution Type:

Ordinary

RESOLVED that the Owners Corporation place no restriction on any matter or, class of matter, and is to be determined only by the Owners Corporation at a general meeting.

Resolution 11: Annual Fire Safety Statement

Resolution Type:

Ordinary

RESOLVED that the Owners Corporation do the following:

- (a) Engage a suitably qualified consultant to carry out an annual Fire Safety Statement (and report) in accordance with Part 9, Division 5 of the NSW Environmental Planning and Assessment Regulations 2000 as amended; and
- (b) To submit any corrective action report to the Strata Committee to determine what further action is required, if any; and
- (c) To delegate to the strata manager the following functions pursuant to the Agency Agreement additional duties schedule:
 - i. undertake the seeking of quotations and engaging the contractor to prepare the statement; and
 - ii. sign the statement on behalf of the scheme (only where applicable) and lodge the statement with local Council and cause a copy of the statement to be given to the Fire Commissioner

Resolution 12: By-Law – Shade Sails

Resolution Type:

Special

SPECIALLY RESOLVED that the Owners Corporation authorise the Authorised Owner to take such action the subject of section 108(1) of the Strata Schemes Management Act 2015 as required to carry out the Permitted Works subject to and in accordance with the Conditions, the ongoing maintenance of which is to be the responsibility of the Authorised Owner.

Note in accordance with section 108(5) of the Strata Schemes Management Act 2015 this resolution has no effect unless:

- (a) the owners corporation obtains the written consent of the owner to the making of a by-law to provide for the maintenance of the common property by the owner, and
- (b) the owners corporation makes such a by-law.

Explanatory note (Cl 4(2)(c) Sch 1 SSMA 2015): This motion proposes to authorise the doing of works to add to, alter or erect a structure on the common property by special resolution under section 108 of the Strata Schemes Management Act 2015.

In this motion:

Authorised Owner means the Owner as defined in the Proposed By-Law;

Conditions means the provisions of the Proposed By-Law;

Permitted Works means works permitted or required to be done by the Owner in accordance with the Proposed By-Law; and

Proposed By-Law means the proposed by-law in the document headed 'Proposed Change of By-Laws – Special By-Law 2' annexed to the agenda for this meeting.

Resolution 13: Create By-Law – Shade Sails

Resolution Type:

Special

SPECIALLY RESOLVED that the Owners Corporation make a by-law to which Division 3 of Part 7 of the Strata Schemes Management Act 2015 applies in the form of the Proposed By-Law and to complete, affix the seal to and lodge in the Registrar-General's office notification of the same in the form approved under the Real Property Act 1900 as contemplated by section 141(2)(a) of the Strata Schemes Management Act 2015.

Note in accordance with section 142 and 143(1) of the Strata Schemes Management Act 2015 the Owners Corporation may only make or change the Proposed By-Law with the written consent of the owner or owners of the lot(s) on whom the by-law confers rights or special privileges.

Explanatory note (Cl 4(2)(c) Sch 1 SSMA 2015): This motion proposes to adopt a common property rights by-law by special resolution.

In this motion:

Proposed By-Law means the proposed by-law in the document headed 'Proposed Change of By-Laws – Special By-Law 2' annexed to the agenda for this meeting.

Resolution 14: BMC Representative	Resolution Type:	Special
SPECIALLY RESOLVED that The Owners – Strata Plan 82955 pursuant to Schedule 1C, clause 2(4) of the Strata Schemes (Freehold Development) Act 1973, elect Mr Adam Davenport as representative to the building management committee as constituted by the registration of strata management statement, dealing number R969732.		

THERE BEING NO FURTHER BUSINESS,
THE CHAIRPERSON CLOSED THE MEETING AT 7:53PM



Print: 18 April 2019

To: The Owners – Strata Plan 82955
“Lucca Apartments”
19-25 Grosvenor Street
NEUTRAL BAY NSW 2089

And: To all mortgagees, covenant charges and registered tenants

Minutes of Strata Committee Meeting

Schedule 2, Strata Schemes Management Act 2015

Meeting Particulars	
Strata Plan Number & Building Name:	Strata Plan 82955 Lucca Apartments
Address of scheme:	19-25 Grosvenor Street, NEUTRAL BAY NSW 2089
Type of Meeting:	Strata Committee Meeting
Date of Meeting:	Monday 15 th April, 2019
Time of Meeting:	Immediately following the conclusion of the Annual General Meeting
Meeting Venue:	The Neutral Bay Club – 3 Westleigh St, Neutral Bay NSW 2089
Facilitator:	Wellman Strata Management Pty Ltd (‘Wellman Strata’)

Present in Person: S Leong (Lots 2, 59 & 85), M Wallis (Lots 17 & 90), C Bassett (Lots 36 & 87) and A Davenport (Lots 37, 46, 76 & 77).

Present by Proxy: C Pettit (Lot 8) proxy to A Davenport (Lots 37, 46, 76 & 77).

In Attendance: H & M Greenrod (Lots 1 & 73), T Jones (Lots 16 & 53), A Preston (Lot 23), R & J Aureli (Lots 24, 72 & 81), P Russell-Cook (Lot 31), M Miller (Lots 36 & 87) and S Davenport (Lots 37, 46, 76 & 77).
D Biordi of Luna Management
N Tilbrook of Wellman Strata Management Pty Ltd (‘Wellman Strata’)

Quorum: At 7:53PM, the Chairperson declared a meeting quorum for the purpose of addressing the resolutions of the meeting.

Resolution 1: Minutes
RESOLVED that the minutes of the previous Strata Committee meeting be confirmed as a true record and account of the proceedings at that meeting.
Resolution 2: Office Bearers
RESOLVED that the Strata Committee elect its office bearers, as follows: i. Chairperson – A Davenport ii. Secretary – C Bassett iii. Treasurer – S Leong

Resolution 3: Next Meeting
That the Strata Committee determine a date to convene its next meeting – <i>to be confirmed</i>

General Discussion

- Discussion was held in relation to the ongoing smell emanating into the building and courtyard areas from the Grease Trap. D Biordi addressed the meeting advising that the maintenance contractors of the grease trap have now been changed and this has recently been serviced. He will monitor moving forward to see if this odour desists. It was further noted that a 'sewerage smell' around the complex which has been ongoing since inception of this scheme. D Biordi advised that he has sourced a quote from Prime Water to assess and clean the stormwater system pit for a total amount of \$4,726.52 (Gst incl).. Strata Committee resolved to proceed with engaging Prime Water. Building Management was requested to obtain a fee proposal for a hydraulic engineer to investigate this matter further if this continues after this service.
- Question was raised in relation to the automatic release of the foyer doors in the event of a power failure. Building Manager to seek clarification from fire contractor that these doors do operate on a battery component in the event of a power failure.

THERE BEING NO FURTHER BUSINESS,
THE CHAIRPERSON CLOSED THE MEETING AT 8:03PM



Print: 08 July 2020

To: The Owners – Strata Plan 82955
Lucca Apartments
19-25 Grosvenor Street,
NEUTRAL BAY NSW 2089

And: To all mortgagees, covenant charges and registered tenants

Notice of Annual General Meeting

Schedule 1, *Strata Schemes Management Act 2015 (NSW)*

Meeting Particulars	
Strata Plan Number & Building Name:	Strata Plan 82955 Lucca Apartments
Address of scheme:	19-25 Grosvenor Street, NEUTRAL BAY NSW 2089
Type of Meeting:	Annual General Meeting
Date of Meeting:	Monday 22 nd June, 2020
Time of Meeting:	6:00PM
Meeting Venue:	The Office of Wellman Strata by Zoom Video Conference pursuant to Regulation 14, Strata Schemes Management Regulation 2016
Facilitator:	Wellman Strata Management Pty Ltd ('Wellman Strata')

Present in Person: H Greenrod (Lot 1 & 73), C Pettitt (Lot 8), A Preston (Lot 23), R & J Aureli (Lot 24, 72 & 81), S Cole (Lot 34), A Davenport (Lot 37, 46, 76 & 77), P Willis-Craig (Lot 42) and D Denovan (Lot 49 & 56)

Present by Proxy: N Smith (Wellman Strata) proxy for Randata Pty Ltd (Lot 16 & 53)

In Attendance: D Rosa and D Biordi of Luna Facilities Management
N Smith of Wellman Strata Management Pty Ltd ('Wellman Strata')

Quorum: At 6:30pm, the Chairperson declared a meeting quorum for the purpose of addressing the motions of the meeting in accordance with the provisions set out in the Strata Schemes Management Act 2015, Schedule 1, Clause 17 (4)(b).

Resolution 1: Minutes	Resolution Type:	Ordinary
RESOLVED that the minutes of the previous general meeting be confirmed as a true record and account of the proceedings at that meeting.		

Resolution 2: Financial Statements	Resolution Type:	Ordinary
RESOLVED that the Owners Corporation consider and adopt the audited financial statements for the scheme for the year end 31 st December 2019.		

Resolution 3: Auditor	Resolution Type:	Ordinary
RESOLVED that the Owners Corporation appoint an auditor for the strata scheme.		

Resolution 4: Capital Works Fund Plan	Resolution Type:	Ordinary
RESOLVED that the Owners Corporation acknowledge the report prepared for the capital works fund for the 10-year period commencing on 17 th February 2020 and, review the plan as required when determining the funding requirements of the capital works fund.		

Resolution 5: Annual Budget & Contributions	Resolution Type:	Ordinary			
a) RESOLVED that the statement of estimated receipts and payments (" budget ") as determined in accordance with Sub Section 79 (1) and 79 (2) of the <i>Strata Schemes Management Act 2015</i> for the period 01/01/2020 to 31/12/2020 and, as set out in Annexure D annexed to the meeting agenda be adopted.					
<p style="text-align: center;">Note – the scheme is registered for GST</p>					
b) RESOLVED that, the Owners Corporation levy and collect the total annual contribution in the following amounts:					
ADMINISTRATION FUND		\$ 310,975.50 incl. GST			
CAPITAL WORKS FUND		\$ 201,232.35 incl. GST			
Or, any other amount as may be amended by the Owners corporation to be levied in accordance with sections 79 (1) and 79 (2) of the <i>Strata Schemes Management Act 2015</i> to be due and payable as set out in the table below:					
<u>Date</u>		<u>Method of Calculation</u>		<u>Admin Fund</u>	<u>Capital Works Fund</u>
01/01/2020	*	As per unit entitlement.		\$ 101,353.22 incl. GST	\$ 26,698.38 incl. GST
01/04/2020	*	As per unit entitlement.		\$ 101,353.22 incl. GST	\$ 26,698.38 incl. GST
01/07/2020		As per unit entitlement.		\$ 54,133.63 incl. GST	\$ 73,917.87 incl. GST
01/10/2020		As per unit entitlement.		\$ 54,133.63 incl. GST	\$ 73,917.87 incl. GST
c) RESOLVED that, the Owners Corporation levy and collect the following additional contribution as at 1/01/2021 :					
ADMINISTRATION FUND		\$ 54,133.63 incl. GST			
CAPITAL WORKS FUND		\$ 73,917.87 incl. GST			
*The 01/01/2020 and 01/04/2020 quarterly instalment have already been levied.					

Resolution 6: Overdue Contributions	Resolution Type:	Ordinary
RESOLVED that the Owners Corporation deal with overdue contributions payable to the Owners Corporation as follows:		
<u>Part A Payment Plans</u>		
In respect of any payment plan under section 85 (5) of the <i>Strata Schemes Management Act 2015</i> (" Payment Plan "):		
<p>(i) The Owners Corporation will in fact enter into any Payment Plan that it has agreed to enter into in accordance with that section 85 (5).</p> <p>(ii) While the lot owner concerned complies with a Payment Plan, the Owners Corporation will not take action under section 86 of the <i>Strata Schemes Management Act 2015</i> to recover such unpaid contributions and interest as are the subject of that Payment Plan, nor the expenses of the Owners Corporation incurred in recovering the same.</p> <p>(iii) However, if the lot owner concerned ceases to comply with a Payment Plan, the Owners Corporation will proceed as set out in Part B below in respect of the whole of the unpaid contributions and interest the subject of that Payment Plan and the expenses of the Owners Corporation incurred in recovering the same.</p>		
<u>Part B Recovery Action on Arrears</u>		

In respect of any unpaid contributions and interest which have remained unpaid for a period of at least seven (7) days after the date that they became due and payable:

- (i) The Owners Corporation will first issue a written demand for immediate payment ("**First Demand**").
- (ii) If those unpaid contributions and interest remain wholly or partly unpaid for a further seven (7) days after the issue of the First Demand, the Owners Corporation will issue a second written demand for immediate payment ("**Second Demand**").
- (iii) If after then, those unpaid contributions and interest remain wholly or partly unpaid for a further 14 days after the issue of the Second Demand, the Owners Corporation will engage solicitors to issue a final demand for immediate payment of the unpaid amount ("**Legal Demand**").
- (iv) If the unpaid contributions and interest remain unpaid after a further 14 days following the issue of the Legal Demand, the owners corporation will engage solicitors to issue a notice of action in accordance with section 86 (4) of the *Strata Schemes Management Act 2015* ("**Notice of Action**") in respect of the action proposed to be taken under (iv) below.
- (v) On the expiry of the required 21 days after the giving of the Notice of Action the owners corporation will commence proceedings against the lot owner concerned for the recovery of the unpaid contributions, interest and the expenses of the owners corporation incurred in recovering the same in the New South Wales Civil and Administrative Tribunal or the Local Court of New South Wales, subject to and in accordance with legal advice.
- (vi) Where a person is jointly and severally liable for unpaid contributions and interest under section 84 of the *Strata Schemes Management Act 2015* the Owners Corporation will take steps against that person in accordance with the remaining provisions of this motion as if that person was the owner of the lot referred to.

Resolution 7: Insurance	Resolution Type:	Ordinary
<p>a) RESOLVED that the Owners Corporation confirm the insurances currently held by the strata scheme as set out in Annexure E of the meeting agenda. It was further RESOLVED for Wellman Strata to make enquiries with BAC Insurance Brokers to advise on the appropriate level of cover for Public Liability insurance as it was noted that the cover is at the legally required minimum. The Owners Corporation advised that due to the size of Lucca, and the large number of people walking in and around the building, the cover should be increased.</p> <p>b) RESOLVED that the Owners Corporation confirm cover for liability of officers or members of the strata committee for damage to property, death or bodily injury in accordance with section (165)(2)(a) of the Strata Schemes Management Act 2015 as set out in Annexure E of the meeting agenda.</p> <p>c) RESOLVED that the Owners Corporation confirm cover for misappropriation of money or other property of the Owners Corporation in accordance with section 165(2)(b) of the Strata Schemes Management Act 2015 as set out in Annexure E of the meeting agenda.</p> <p>d) RESOLVED that the Owners Corporation commission a valuer to provide a valuation in accordance with Section 161 of the Strata Schemes Management Act 2015 and to clearly specify all matters excluded at the front of the valuation report.</p>		

Discussion Notes:

- *Wellman Strata advised the Owners Corporation that a professional valuation had not been undertaken for Lucca in the last 5 years and is overdue. It is recommended that a valuation be undertaken every 2-3 years at a minimum. Concerns were raised due to the risk it presents to Lucca. Wellman Strata to arrange ASAP.*
- *It was discussed that BAC Insurance Brokers be contacted to ensure they physically attend the Lucca building to properly view the property in full and correct any errors on the insurance proposal form and update/increase insurance where required. It was previously raised that BAC Insurance Brokers did not have the full/correct details for the building which may affect the insurance. This matter was brought up with the previous Strata Manager, however, it was not followed up on. Wellman Strata to follow up with BAC Insurance Brokers to ensure physical inspections are being undertaken and that the information on file for Lucca is correct.*

Resolution 8: Report of the Managing Agent	Resolution Type:	Ordinary
<p>RESOLVED that the Owners Corporation accepts the report by the strata managing agent as to whether, and what, commissions or training services have been provided or paid for or are likely to be so provided to or paid for the agent for the following 12 months.</p>		
Commission/s paid on insurance within prior 12-month period	\$296.75 incl GST (Insurance via BMC)	
Estimate of commission/s payable within the next 12-month period	\$329.45 incl GST (Insurance via BMC)	

Resolution 9: Strata Committee	Resolution Type:	Ordinary
<p>a) The Chairperson declared that no written nominations were received and called for all oral nominations to the Strata Committee.</p> <ul style="list-style-type: none"> - W Tian (Lot 2) - C Pettitt (Lot 8) - P Willis-Craig (Lot 42) - A Davenport (Lot 46) - D Denovan (Lot 49) <p>b) RESOLVED that the number of members of the Strata Committee be determined at five (5).</p> <p>c) RESOLVED that the members of the Strata Committee be elected as follows:</p> <ul style="list-style-type: none"> - W Tian (Lot 2) - C Pettitt (Lot 8) - P Willis-Craig (Lot 42) - A Davenport (Lot 46) - D Denovan (Lot 49) 		

Resolution 10: Restricted Matters	Resolution Type:	Ordinary
RESOLVED that the Owners Corporation <u>place no restriction</u> on any matter or, class of matter, is to be determined only by the Owners Corporation at a general meeting.		

Resolution 11: Annual Fire Safety Statement	Resolution Type:	Ordinary
RESOLVED that the Owners Corporation to do the following:		
<p>(a) Engage a suitably qualified consultant to carry out an annual Fire Safety Statement (and report) in accordance with Part 9, Division 5 of the NSW Environmental Planning and Assessment Regulations 2000 as amended; and</p> <p>(b) To submit any corrective action report to the Strata Committee to determine what further action is required, if any; and</p> <p>(c) To delegate to the strata manager the following functions pursuant to the Agency Agreement additional duties schedule:</p> <ul style="list-style-type: none"> i. undertake the seeking of quotations and engaging the contractor to prepare the statement; and ii. sign the statement on behalf of the scheme (only where applicable) and lodge the statement with local Council and cause a copy of the statement to be given to the Fire Commissioner 		

Resolution 12: BMC or Community Representative	Resolution Type:	Special
SPECIALLY RESOLVED that The Owners – Strata Plan 82955 pursuant to Schedule 1C, clause 2(4) of the Strata Schemes (Freehold Development) Act 1973, elect A. Davenport as representative to the building management committee as constituted by the registration of strata management statement, dealing number R969732.		

Resolution 13: Strata Management Agency Agreement	Resolution Type:	Ordinary
<p>RESOLVED that, pursuant to s 49 of the <i>Strata Schemes Management Act 2015</i> ('Act'), the Owners Corporation renew the appointment of Wellman Strata Management Pty Limited ('Agent') as strata managing agent for the scheme and:</p> <ul style="list-style-type: none"> i. Delegates to the <i>Agent</i> all of the functions of: <ul style="list-style-type: none"> a. the owners corporation (other than those listed in section 52 (2) of the Act; and b. its chairperson, treasurer and secretary <p>that is necessary to enable the <i>Agent</i> to carry out the '<i>agreed services</i>' and the '<i>additional services</i>' as defined in Schedules A1 and A2 of the new strata management agency agreement dated 22 June 2020 ('2020 Agreement'); and,</p> ii. That the delegation to the <i>Agent</i> be subject to the conditions and limitations outlined in the <i>2020 Agreement</i>; iii. That the owners corporation execute the <i>2020 Agreement</i> to give effect to this appointment and delegation; iv. That authority be given for the affixing of the common seal of the owners corporation to the <i>2020 Agreement</i> and witnessed by 2 members of the strata committee; v. That if 2 members are not available, authority passes to 1 member and the Secretary of the owners corporation. 		

Resolution 14: Building Management Services	Resolution Type:	Ordinary
<p>RESOLVED that the Owners Corporation pursuant to section 67 of the Strata Schemes Management Act 2015 re-appoint Luna Facilities Management by the instrument in writing tabled at this meeting/annexed to the agenda for this meeting (“building manager agreement”) and to execute that building manager agreement by affixing the seal to it under the authority of this resolution.</p> <p>Note: Amendments made to new agreement:</p> <ol style="list-style-type: none"> 1. 8.3 added which allows provision for either party to terminate the agreement. 2. 9.2 Agreement to terms of option to renew agreement. 3. Schedule 1 item 1 Proposed term 36 months 4. 2018 rate \$2,008.50 + 3% = New proposed rate Schedule 1 item 2 is \$2,068.75 + GST Per month 		

THERE BEING NO FURTHER BUSINESS,
THE CHAIRPERSON CLOSED THE MEETING AT 7:22PM



Print: 08 July 2020

To: The Owners – Strata Plan 82955
“Lucca Apartments”
19-25 Grosvenor Street
NEUTRAL BAY NSW 2089

And: To all mortgagees, covenant charges and registered tenants

Minutes of Strata Committee Meeting

Schedule 2, Strata Schemes Management Act 2015

Meeting Particulars	
Strata Plan Number & Building Name:	Strata Plan 82955 Lucca Apartments
Address of scheme:	19-25 Grosvenor Street, NEUTRAL BAY NSW 2089
Type of Meeting:	Strata Committee Meeting
Date of Meeting:	Monday 22 nd June, 2020
Time of Meeting:	Immediately following the conclusion of the Annual General Meeting
Meeting Venue:	The Office of Wellman Strata by Zoom Video Conference pursuant to Regulation 14, Strata Schemes Management Regulation 2016
Facilitator:	Wellman Strata Management Pty Ltd ('Wellman Strata')

Present in Person: C Pettitt (Lot 8), P Willis-Craig (Lot 42), A Davenport (Lot 46) and D Denovan (Lot 49).

Apologies: W Tian (Lot 2)

In Attendance: D Rosa and D Biordi of Luna Facilities Management
N Smith of Wellman Strata Management Pty Ltd ('Wellman Strata')

Quorum: At 7:22pm, the Chairperson declared a meeting quorum for the purpose of addressing the resolutions of the meeting.

Resolution 1: Minutes
RESOLVED that the minutes of the previous Strata Committee meeting be confirmed as a true record and account of the proceedings at that meeting.
Resolution 2: Office Bearers
RESOLVED that the Strata Committee elect its office bearers as follows: <ul style="list-style-type: none">- Chairperson – A Davenport (Lot 46)- Secretary – C Pettitt (Lot 8)- Treasurer – W Tian (Lot 2)

Resolution 3: Next Meeting
RESOLVED that the Strata Committee convene its next meeting on Monday 7th September 2020 at 6.00pm.

THERE BEING NO FURTHER BUSINESS,
THE CHAIRPERSON CLOSED THE MEETING AT 7:32PM

MEETING NOTES:

- **Waterproofing Repairs**

Building management and the strata committee updated the owners present at the meeting concerning major waterproofing works that have risen over the last few months. These works require urgent attention to stop further water ingress into the affected units and common areas. Units affected are listed as follows – 307, 388, 310, 311, 106, 107 and 505. Building management assisted by getting a quote from SRS (Strategic Remedial Services) who have done previous repairs at the building. SRS quoted to carry out all repairs collectively for a total cost of \$93,347.00 + GST. Strata committee agreed that this is a good price considering the amount of work required. Wellman Strata confirmed that the Capital Works Fund has sufficient funds to afford the repairs. Building management to enter into a contract to commence the works as soon as convenient.

- **Internal Painting**

Building management advised that the internal painting following the recent completion of the fire defect works is to commence on Monday 29th June 2020.

- **Removal of Bamboo to Atrium**

The Strata Committee discussed the removal of the Bamboo from the atrium which was requested by the owner of lot 1 – H. Greenrod. The Strata Committee obtained a quotation via Building Management for the cost of removing the Bamboo and soil from the atrium. Based on the high cost and significant risk of damaging the waterproof membrane, the proposal was rejected. The Strata Committee requested that Building Management ensure the gardening occurs regularly and effectively.



Print: 13 May 2021

To: The Owners – Strata Plan 82955
Lucca Apartments
19-25 Grosvenor Street,
NEUTRAL BAY NSW 2089

And: To all mortgagees, covenant charges and registered tenants

Minutes of Annual General Meeting

Schedule 1, *Strata Schemes Management Act 2015 (NSW)*

Meeting Particulars	
Strata Plan Number & Building Name:	Strata Plan 82955 Lucca Apartments
Address of scheme:	19-25 Grosvenor Street, NEUTRAL BAY NSW 2089
Type of Meeting:	Annual General Meeting
Date of Meeting:	Thursday 29 th April, 2021
Time of Meeting:	6:00PM
Meeting Venue:	Minskys Hotel – 287 Military Road, Cremorne NSW 2090
Facilitator:	H. Thirumeni of Wellman Strata Management Pty Ltd ('Wellman Strata')

Present in Person:

H Greenrod (Lot 1 & 73), C Pettitt (Lot 8), C Johnson (Lot 15), A Preston (Lot 23), J Aureli (Lot 24), D & J Neumann (Lot 31), A Davenport (Lot 37, 46, 76 & 77), P Willis-Craig (Lot 42), D Denovan (Lot 49 & 56).

Present by Proxy:

Rantada Pty Ltd (Lot 16 & 53) proxy to N Smith of Wellman Strata
S Olomany (Lot 33) proxy to P Russell-Cook
S Cole (Lot 34) proxy to A Davenport (Lot 37)
P Willis-Craig (Lot 42) proxy to B Willis

In Attendance:

P Russell-Cook, B & S Willis (in attendance with P Willis-Craig (Lot 42)).
D Rosa of Luna Facilities Management
H Thirumeni and N Smith of Wellman Strata Management Pty Ltd ('Wellman Strata').

Quorum:

At 6:33pm, the Chairperson declared a meeting quorum for the purpose of addressing the motions of the meeting in accordance with the provisions set out in the Strata Schemes Management Act 2015, Schedule 1, Clause 17 (4)(b).

Resolution 1: Minutes	Resolution Type:	Ordinary																																						
<p>RESOLVED that the minutes of the previous general meeting be amended as follows:</p> <p><i>Resolution 7 – 2nd paragraph – There is a reference to the “previous” Strata Manager – The word “previous” to be deleted.</i></p> <p><i>Resolution 13 – To reflect the resigning of the Strata Management Agreement for 12 months.</i></p> <p>It was then RESOLVED that the minutes of the previous Annual General Meeting be confirmed as a true record and account of the proceedings at that meeting.</p>																																								
Resolution 2: Financial Statements	Resolution Type:	Ordinary																																						
<p>RESOLVED that the Owners Corporation adopts the audited financial statements for the scheme for the year end 31st December 2020.</p>																																								
Resolution 3: Auditor	Resolution Type:	Ordinary																																						
<p>RESOLVED that the Owners Corporation appoints an auditor for the strata scheme.</p>																																								
Resolution 4: Capital Works Fund Plan	Resolution Type:	Ordinary																																						
<p>RESOLVED that the Owners Corporation acknowledges the report prepared for the capital works fund for the 15-year period commencing on 17th February 2020 and, review the plan as required when determining the funding requirements of the capital works fund.</p>																																								
Resolution 5: Annual Budget & Contributions	Resolution Type:	Ordinary																																						
<p>a) RESOLVED that the statement of estimated receipts and payments (“budget”) as determined in accordance with Sub Section 79 (1) and 79 (2) of the <i>Strata Schemes Management Act 2015</i> for the period 01/01/2021 to 31/12/2021 and, as set out in Annexure D annexed to the meeting agenda be adopted.</p> <p style="text-align: center;"><i>Note – the scheme is registered for GST</i></p> <p>b) RESOLVED that, the Owners Corporation levy and collect the total annual contribution in the following amounts:</p> <table><tr><td>ADMINISTRATION FUND</td><td>\$ 344,124.00 incl. GST</td></tr><tr><td>CAPITAL WORKS FUND</td><td>\$ 221,864.83 incl. GST</td></tr></table> <p>Or, any other amount as may be amended by the Owners corporation to be levied in accordance with sections 79 (1) and 79 (2) of the <i>Strata Schemes Management Act 2015</i> to be due and payable as set out in the table below:</p> <table><tr><th><u>Date</u></th><th></th><th><u>Method of Calculation</u></th><th></th><th><u>Admin Fund</u></th><th><u>Capital Works Fund</u></th></tr><tr><td>01/01/2021</td><td>*</td><td>As per unit entitlement.</td><td></td><td>\$ 54,133.43 incl. GST</td><td>\$ 73,917.87 incl. GST</td></tr><tr><td>01/04/2021</td><td>*</td><td>As per unit entitlement.</td><td></td><td>\$ 54,133.43 incl. GST</td><td>\$ 73,917.87 incl. GST</td></tr><tr><td>01/07/2021</td><td></td><td>As per unit entitlement.</td><td></td><td>\$ 117,928.66 incl. GST</td><td>\$ 37,014.59 incl. GST</td></tr><tr><td>01/10/2021</td><td></td><td>As per unit entitlement.</td><td></td><td>\$ 117,928.66 incl. GST</td><td>\$ 37,014.59 incl. GST</td></tr></table> <p>c) RESOLVED that, the Owners Corporation levy and collect the following additional contribution as at 1/01/2022:</p> <table><tr><td>ADMINISTRATION FUND</td><td>\$ 117,928.66 incl. GST</td></tr><tr><td>CAPITAL WORKS FUND</td><td>\$ 37,014.59 incl. GST</td></tr></table>			ADMINISTRATION FUND	\$ 344,124.00 incl. GST	CAPITAL WORKS FUND	\$ 221,864.83 incl. GST	<u>Date</u>		<u>Method of Calculation</u>		<u>Admin Fund</u>	<u>Capital Works Fund</u>	01/01/2021	*	As per unit entitlement.		\$ 54,133.43 incl. GST	\$ 73,917.87 incl. GST	01/04/2021	*	As per unit entitlement.		\$ 54,133.43 incl. GST	\$ 73,917.87 incl. GST	01/07/2021		As per unit entitlement.		\$ 117,928.66 incl. GST	\$ 37,014.59 incl. GST	01/10/2021		As per unit entitlement.		\$ 117,928.66 incl. GST	\$ 37,014.59 incl. GST	ADMINISTRATION FUND	\$ 117,928.66 incl. GST	CAPITAL WORKS FUND	\$ 37,014.59 incl. GST
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8 votes in favour of 21% increase

2 votes in favour of 13% increase

1 vote in favour of proposed \$168,000 CWF contribution (no increase)

Resolution 6: Overdue Contributions	Resolution Type:	Ordinary
<p>RESOLVED the Owners Corporation deal with overdue contributions payable to the Owners Corporation as follows:</p> <p>Part A Payment Plans</p> <p>In respect of any payment plan under section 85 (5) of the <i>Strata Schemes Management Act 2015</i> ("Payment Plan"):</p> <ul style="list-style-type: none"> (i) The Owners Corporation will in fact enter into any Payment Plan that it has agreed to enter into in accordance with that section 85 (5). (ii) While the lot owner concerned complies with a Payment Plan, the Owners Corporation will not take action under section 86 of the <i>Strata Schemes Management Act 2015</i> to recover such unpaid contributions and interest as are the subject of that Payment Plan, nor the expenses of the Owners Corporation incurred in recovering the same. (iii) However, if the lot owner concerned ceases to comply with a Payment Plan, the Owners Corporation will proceed as set out in Part B below in respect of the whole of the unpaid contributions and interest the subject of that Payment Plan and the expenses of the Owners Corporation incurred in recovering the same. <p>Part B Recovery Action on Arrears</p> <p>In respect of any unpaid contributions and interest which have remained unpaid for a period of at least seven (7) days after the date that they became due and payable:</p> <ul style="list-style-type: none"> (i) The Owners Corporation will first issue a written demand for immediate payment ("First Demand"). (ii) If those unpaid contributions and interest remain wholly or partly unpaid for a further seven (7) days after the issue of the First Demand, the Owners Corporation will issue a second written demand for immediate payment ("Second Demand"). (iii) If after then, those unpaid contributions and interest remain wholly or partly unpaid for a further 14 days after the issue of the Second Demand, the Owners Corporation will engage solicitors to issue a final demand for immediate payment of the unpaid amount ("Legal Demand"). (iv) If the unpaid contributions and interest remain unpaid after a further 14 days following the issue of the Legal Demand, the owners corporation will engage solicitors to issue a notice of action in accordance with section 86 (4) of the <i>Strata Schemes Management Act 2015</i> ("Notice of Action") in respect of the action proposed to be taken under (iv) below. (v) On the expiry of the required 21 days after the giving of the Notice of Action the owners corporation will commence proceedings against the lot owner concerned for the recovery of the unpaid contributions, interest and the expenses of the owners corporation incurred in recovering the same in the New South Wales Civil and Administrative Tribunal or the Local Court of New South Wales, subject to and in accordance with legal advice. (vi) Where a person is jointly and severally liable for unpaid contributions and interest under section 84 of the <i>Strata Schemes Management Act 2015</i> the Owners Corporation will take steps against that person in accordance with the remaining provisions of this motion as if that person was the owner of the lot referred to. <p><u>Notes (not forming part of this motion):</u></p> <p>Clause 9 (g) Schedule 1, sections 84, 85 7 86 of <i>Strata Schemes Management Act 2015</i> refers to arrears and entry into payment plan requirements.</p>		

Resolution 7: Insurance	Resolution Type:	Ordinary
<ul style="list-style-type: none"> a) RESOLVED that the Owners Corporation confirm the insurances currently held by the strata scheme. b) RESOLVED that the Owners Corporation confirm the cover for liability of officers or members of the strata committee for damage to property, death or bodily injury in accordance with section (165)(2)(a) of the <i>Strata Schemes Management Act 2015</i>. c) RESOLVED that the Owners Corporation confirm the cover for misappropriation of money or other property of the Owners Corporation in accordance with section 165(2)(b) of the <i>Strata Schemes Management Act 2015</i>. d) That the Owners Corporation commission a valuer to provide a valuation in accordance with Section 161 of the <i>Strata Schemes Management Act 2015</i> and to clearly specify all matters excluded at the front of the valuation report – DEFEATED. 		

Resolution 8: Report of the Managing Agent	Resolution Type:	Ordinary
RESOLVED that the Owners Corporation received the below report by the strata managing agent as to whether, and what, commissions or training services have been provided or paid for or are likely to be so provided to or paid for the agent for the following 12 months.		
Commission/s paid on insurance within prior 12-month period	\$296.75 net (Insurance via BMC)	
Estimate of commission/s payable within the next 12-month period	\$326.43 net (Insurance via BMC)	

Resolution 9: Strata Committee	Resolution Type:	Ordinary
<p>a) RESOLVED that the Chairperson declared no written nominations received and called for all oral nominations to the Strata Committee:</p> <ul style="list-style-type: none"> - H Greenrod (Lot 1) - C Johnson (Lot 15) - P Willis-Craig (Lot 42) - A Davenport (Lot 46) - D Denovan (Lot 49) <p>b) RESOLVED that the number of members of the Strata Committee be determined at five (5).</p> <p>c) RESOLVED that the members of the Strata Committee be elected.</p> <ul style="list-style-type: none"> - H Greenrod (Lot 1) - C Johnson (Lot 15) - P Willis-Craig (Lot 42) - A Davenport (Lot 46) - D Denovan (Lot 49) 		

Resolution 10: Restricted Matters	Resolution Type:	Ordinary
RESOLVED that no matters be restricted matters. All matters relative to the management of the strata scheme are to be in accordance with the current provisions of the Strata Schemes Management Act 2015 and or future amendments.		

Resolution 11: Annual Fire Safety Statement	Resolution Type:	Ordinary
<p>RESOLVED that the Owners Corporation do the following:</p> <p>(a) Engage a suitably qualified consultant to carry out an annual Fire Safety Statement (and report) in accordance with Part 9, Division 5 of the NSW Environmental Planning and Assessment Regulations 2000 as amended; and</p> <p>(b) To submit any corrective action report to the Strata Committee to determine what further action is required, if any; and</p> <p>(c) To delegate to the strata manager the following functions pursuant to the Agency Agreement additional duties schedule:</p> <ul style="list-style-type: none"> i. undertake the seeking of quotations and engaging the contractor to prepare the statement; and ii. sign the statement on behalf of the scheme (only where applicable) and lodge the statement with local Council and cause a copy of the statement to be given to the Fire Commissioner 		

Resolution 12: BMC or Community Representative	Resolution Type:	Special
SPECIALLY RESOLVED that The Owners – Strata Plan 82955 pursuant to Schedule 1C, clause 2(4) of the Strata Schemes (Freehold Development) Act 1973 elect A. Davenport as representative to the building management committee as constituted by the registration of strata management statement, dealing number R969732.		

Resolution 13: Futureproofing Apartments Program	Resolution Type:	Ordinary
<p>RESOLVED that the Owners of Strata Plan 82955 located at 19-25 Grosvenor Street, Neutral Bay apply for the Futureproofing Apartments program to receive a free sustainability assessment under the following conditions:</p> <ul style="list-style-type: none"> - Danyelli Rosa is authorised to complete the application process and will be the primary contact point with North Sydney Council - If application is successful, we dually authorise the strata managing agent to provide strata plan, 12 months common area electricity/water/gas bills and sign an authorisation to request electricity metering data from the grid provider/energy retailer - North Sydney Council's nominated consultant will be contracted to perform the sustainability assessment - North Sydney Council will directly compensate the nominated consultant for services rendered - The Strata Committee will include recommendations and reasonable business cases from the assessment (inclusive of available government rebates), that involve modifying common property, as agenda item(s) requiring ordinary/special resolution(s) at the next general meeting, following completion of the assessment* - Danyelli Rosa will be responsible for reporting the results of any projects back to the North Sydney Council Sustainability Projects Officer. <p>*Note: Following upcoming passage of the NSW Governments Strata Schemes Management Amendment (Sustainability Infrastructure) Bill 2020, which is expected to pass through the NSW parliament in early 2021, only an ordinary resolution at a threshold level of 50% of the votes cast (based upon unit entitlement AND Owners present in person or via proxy AND entitled to vote) will be required for the Sustainability Infrastructure motion to be approved by the strata scheme.</p> <p>For the purposes of this amendment, sustainability infrastructure means changes to part of the common property (which includes the installation, removal, modification or replacement of anything on or forming part of that property) for any one or more of the following purposes—</p> <ul style="list-style-type: none"> (a) to reduce the consumption of energy or water or to increase the efficiency of its consumption, (b) to reduce or prevent pollution, (c) to reduce the amount of waste sent to landfill, (d) to increase the recovery or recycling of materials, (e) to reduce greenhouse gas emissions, (f) to facilitate the use of sustainable forms of transport, <p>Note. For example, installing electric vehicle charging stations.</p> <ul style="list-style-type: none"> (g) a purpose prescribed by the regulations. <p>sustainability infrastructure resolution means a resolution to do any one or more of the following that is specified to be a sustainability infrastructure resolution—</p> <ul style="list-style-type: none"> (a) to finance sustainability infrastructure, (b) to add to the common property, alter the common property or erect a new structure on common property for the purpose of installing sustainability infrastructure, (c) to change the by-laws of the strata scheme for the purposes of the installation or use (or both) of sustainability infrastructure. <p><i>Note: This will update the Strata Schemes Management Act which currently requires a special resolution at the 75% threshold level for these sustainability infrastructure projects to proceed.</i></p>		

**THERE BEING NO FURTHER BUSINESS,
THE CHAIRPERSON CLOSED THE MEETING AT 7:39PM**



Print: 13 May 2021

To: The Owners – Strata Plan 82955
“Lucca Apartments”
19-25 Grosvenor Street
NEUTRAL BAY NSW 2089

And: To all mortgagees, covenant charges and registered tenants

Minutes of Strata Committee Meeting

Schedule 2, Strata Schemes Management Act 2015

Meeting Particulars	
Strata Plan Number & Building Name:	Strata Plan 82955 Lucca Apartments
Address of scheme:	19-25 Grosvenor Street, NEUTRAL BAY NSW 2089
Type of Meeting:	Strata Committee Meeting
Date of Meeting:	Thursday 29 th April, 2021
Time of Meeting:	Immediately following the conclusion of the Annual General Meeting
Meeting Venue:	Minskys Hotel – 287 Military Road, Cremorne NSW 2090
Facilitator:	H. Thirumeni of Wellman Strata Management Pty Ltd (‘Wellman Strata’)

Present in Person: C Johnson (Lot 15), A Davenport (Lot 37), P Willis-Craig (Lot 42), H Greenrod (Lot 1) and D Denovan (Lot 49).

In Attendance: B and S Willis (in attendance with Lot 42) and C Pettitt (Lot 8)
D Rosa (Building Manager) of Luna Facilities Management
H Thirumeni and N Smith of Wellman Strata Management Pty Ltd (‘Wellman Strata’)

Quorum: At 7:47pm, the Chairperson declared a meeting quorum for the purpose of addressing the motions of the meeting in accordance with the provision set out in the Strata Schemes Management Act 2015, Schedule 1, Clause 17 (4)(b).

Resolution 1: Minutes
RESOLVED that the minutes of the previous Strata Committee meeting be confirmed as a true record and account of the proceedings at that meeting.

Resolution 2: Office Bearers
RESOLVED that the Strata Committee elect its office bearers as follows: <ul style="list-style-type: none">- Chairperson – C Johnson (Lot 15)- Secretary – A Davenport (Lot 37)- Treasurer – A Davenport (Lot 37) It was further noted that a committee contact list be provided to the new strata committee.

Resolution 3: Next Meeting
RESOLVED that the Strata Committee convene its next meeting on Monday 5th July via Zoom at 6:00pm.

THERE BEING NO FURTHER BUSINESS,
THE CHAIRPERSON CLOSED THE MEETING AT 7:55PM

GENERAL MEETING NOTES:

Update from Building Management on Remedial Works:

- Unit 202, 501, 306 - SRS expects to complete works by Friday 7th May.
- Unit 311, 307, 106 and 302 - SRS inspected all units this week. Waiting on report/recommendations.
- Damaged Awning at Entrance 21 - SRS commenced repairs on Wednesday 28th April.
- The Strata Committee requested that a quote be obtained to fix all pebble areas – Danyelli Rosa to request quote from SRS and two other remedial companies.



Print: 29 July 2021

To: The Owners – Strata Plan 82955
“Lucca Apartments”
19-25 Grosvenor Street
NEUTRAL BAY NSW 2089

And: To all mortgagees, covenant charges and registered tenants

Minutes of Strata Committee Meeting

Schedule 2, Strata Schemes Management Act 2015

Meeting Particulars	
Strata Plan Number & Building Name:	Strata Plan 82955 Lucca Apartments
Address of scheme:	19-25 Grosvenor Street, NEUTRAL BAY NSW 2089
Type of Meeting:	Strata Committee Meeting
Date of Meeting:	Monday, 5 th July 2021
Time of Meeting:	6.00PM
Meeting Venue:	The Office of Wellman Strata by Zoom Video Conference pursuant to Regulation 14, <i>Strata Schemes Management Regulation 2016</i>
Chairperson:	H Thirumeni of Wellman Strata Management Pty Ltd (by invitation)

Present: T Greenrod, C Johnson, A Davenport and D Denovan.

In Attendance: D Samoylova (17), J Neumann (31), D Rosa of Luna Management (**Building Manager**) and, H Thirumeni of Wellman Strata Management Pty Ltd (**‘Wellman Strata’**).

Apologies: P Willis-Craig.

Quorum: At 6:03pm, the Chairperson declared a quorum for the purpose of addressing the motions listed for this meeting.

Resolution 1: Minutes
RESOLVED that the minutes of the previous Strata Committee meeting be confirmed as a true record and account of the proceedings at that meeting.

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Resolution 2: Matters Arising

The Strata Committee considered the following matters arising from the previous minutes of meeting:

a. Keystone and MCO Remedial

The meeting was informed that two remaining quotations were being sourced from Keystone Building and MCO Remedial for works to be performed to pebbled areas of common property.

Resolution 3: Building Manager Report

The Strata Committee tabled and received the latest report from the Building Manager.

The following was noted:

- Newsound Fire

It was noted that the manager was still awaiting a date for the commencement of works to essential service and fire and life safety measures as reported on by Newsound Fire.

The committee noted that the AFSS had already been submitted to Council.

- Painting Works

It was noted that the manager is meeting with representative from Premier Painting next week to discuss schedule of painting works to common property. Matter ongoing.

- Works to commence in Units 103, 302, 307

The committee **RESOLVED** to approve the works and accepted the quotation submitted by SRS.

Resolution 4: BMC Matters

The Strata Committee considered the following BMC matters and act as required.

- A Davenport provided an update on the BMC meeting held last week.
- A Davenport provided a high-level overview of the Building Management Committee, the shared facilities and general operative requirements of the BMC.
- A copy of the registered strata management statement will be made available to the strata committee by Wellman Strata.

Resolution 5: Extension of Strata Management Agency Agreement

The strata committee **RESOLVES** under s50(4) of the SSMA Act 2015, to extend the term of appointment of Wellman Strata Management Pty Ltd as the strata managing agent, for a further 3 months from the date of expiry and, for a period not exceeding the next Annual General Meeting.

The committee further requested that revised terms and management proposal be submitted to the Members by Wellman Strata for further consideration and, that the proposal be submitted by early November 2021. Matter ongoing.

Resolution 6: Strata Committee Vacancy

The Strata Committee acknowledges the resignation of member P Willis-Craig (Lot 42) and determined whether to fill the vacancy, or to leave the position vacant until the next General Meeting of the Owners Corporation. At this time, the vacancy position was not filled. Matter to be further considered by the members as required.

Resolution 7: Financial Statements

- i. **RESOLVED** that the Strata Committee receive the latest financial statements for the strata scheme.

It was noted that the current creditor approval work-flow needs to be updated to account for the change in office bearers.

It was further noted that there were some re-allocations required to the financial reports. Wellman Strata will confer with its accounts team and revert to the members with an updated set of financial reports for the period ending 30th June 2021.

- ii. **RESOLVED** that the Strata Committee receive the latest arrears report for the strata scheme.

Resolution 8: General Business and Correspondence

The Strata Committee considered the following items of general business and correspondence (including items tabled at the meeting):

- i. Unit 306 – Water penetration repairs, bathroom ventilation system and cold air issues.

The committee considered the recent correspondence with the owner of apartment 306 as it related to a claim for compensation. It was noted that the items in question were not related to common property, that there was no cover for the damage under the existing policy held by the owners corporation. Ms Olomany is encouraged to raise the matter directly with the contents insurer.

- ii. Progress update on Premier Painting project.

The committee noted that there was a site meeting scheduled for the week commencing the 12th July. Matter ongoing.

- iii. Frequency of Strata Committee meetings.

The committee considered the current schedule of strata committee meetings and agreed to retain the current frequency of holding quarterly scheduled meetings with the committee to convene on an interim basis as required.

- iv. Items in fire escape.

The committee noted gas cylinders (belonging to the retail occupants) being used to prop open fire doors to the fire egress points. It was **RESOLVED** that a letter be issued to the owner of the commercial and retail lots seeking that the practise be stopped due to compliance and life safety concerns.

- v. Unit 109 – Request for approval to keep a dog.

It was agreed that Wellman Strata liaise with the Building Manager seeking engagement from the owner of apartment 109 and, that a formal application form be submitted. Matter is ongoing.

Notes:

It was requested that a motion be listed on the next meeting agenda to consider the North Sydney Council Future Proofing Apartments project.

Resolution 9: Next Meeting

RESOLVED that the Strata Committee convene its next Strata Committee meeting on **Thursday, 30th September 2021 at 5:00pm** (to be convened by Zoom video conferencing).

THERE BEING NO FURTHER BUSINESS,
THE MEETING CLOSED AT 8.06PM



Print: 08 October 2021

To: The Strata Committee – Strata Plan 82955
Lucca Apartments
19-25 Grosvenor Street,
NEUTRAL BAY NSW 2089

And: All registered lot owners and registered tenants.

Minutes of Strata Committee Meeting

Schedule 2, Strata Schemes Management Act 2015

Strata Plan Number & Building Name:	SP82955 Lucca Apartments
Address of scheme:	19-25 Grosvenor Street, Neutral Bay NSW 2089
Type of Meeting:	Strata Committee Meeting
Date of Meeting:	Thursday, 30 th September 2021
Time of Meeting:	5:00PM
Meeting Venue:	The Office of Wellman Strata Management Pty Ltd Per Regulation 14, <i>Strata Schemes Management Regulation 2016</i> (Zoom Meeting Conference)
Chairperson:	D Wellman of Wellman Strata Management Pty Ltd (by invitation)

Present: A Davenport, D Denovan, T Greenrod and C Johnson.

In Attendance: D Samoylova (17), D Neumann (31), D Rosa of Luna Management (**Building Manager**) and, D Wellman and L Fung of Wellman Strata Management Pty Ltd ('Wellman Strata').

Apologies: Nil

Quorum: At 5:03pm, the Chairperson declared a quorum for the purpose of addressing the motions listed for this meeting.

Resolution 1: Minutes

RESOLVED that the minutes of the previous strata committee meeting be confirmed as a true record and account of the proceedings at that meeting.

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Resolution 2: Matters Arising

The strata committee considered the following matters arising from the previous meeting:

a) Keystone & MCO | Water leaks & roof repairs – Units 106, 302 & 307

The Strata Committee received an update from the Building Manager on the scheduled works to apartments 106, 302 and 307 noting that they were currently on hold pending an easing of COVID19 restrictions. Matter is ongoing.

b) Premier Painting | External Façade/Painting Works (BMC Contract)

The Strata Committee received an update from the Building Manager as it concerned the progress of painting works that commenced August 2021. The following was noted:

- i. There had been an interruption to the original schedule due to inclement weather and is now expected to be completed by the end of October 2021.
- ii. Young Lane - all levels completed with exception of the ground floor (expected to be completed at the end of October).
- iii. Internal Courtyard – painting contractor will continue works over the coming week and expect to have it finished by Saturday 9th October 2021.
- iv. Grosvenor Street – the top two (2) levels have been completed. They expect to wash and paint levels 2 and 1 over the next 3-4 weeks. Ground Floor expected to be completed at the end of October.
- v. Grosvenor Lane - All levels to be washed and painted over the next 2 weeks.

Notes

The members requested that the pressure cleaning of the roofs (above the garage and along Grosvenor Lane) be addressed in conjunction with areas of rust that is starting to show along the awning at the rear. It was agreed that Luna Management take carriage of the matter and report back to the committee.

Resolution 3: Financial Statements

a) **RESOLVED** that the strata committee receive the latest financial statements for the strata scheme.

b) **RESOLVED** that the strata committee receives the current arrears report for the strata scheme.

Resolution 4: General Business and Correspondence

The Strata Committee considered the following items of general business and/or correspondence received by the Secretary, including any items tabled at the meeting:

a) Garden Maintenance

The committee expressed some concern as it related to the current performance of the gardening contractor and, the level of oversight afforded to the duties performed by the Building Manager. Whilst it was noted that the Building Manager was limited to a set number of hours each week, the committee was of the view that more coordination was required to ensure those contractors adequately performed.

Accordingly, it was **RESOLVED** to instruct Wellman Strata to write to Luna Management, advising of these issues and ask that:

- The gardening contract be put out for tender with a report back to the committee; and,
- The cleaning contract be updated (having regard for the separation of the gardening services) and referred to the strata committee for further consideration.

b) North Sydney Council | Future Proofing Apartment Project

The committee discussed the North Sydney Council Future Proofing Apartment Project that is being rolled out for local buildings to adopt energy initiatives and improve on overall consumption. A report was referenced during the meeting however it was not clear whether the report was related to the same initiative. Accordingly and, whilst there was some confusion as to whether the scheme had been registered or not, Wellman Strata was instructed to submit interest on behalf of the Lucca Apartments and report back to the members once more came to hand. Matter is ongoing.

Motion 5: Building Manager Report

a. **RESOLVED** that the Strata Committee receives the latest report from the Building Manager.

b. The following matters were updated:

i. Case 728: Garden Covers

It was noted that there was a substantial delay in getting the Luna Services handyman to rehang the garden covers. While the job has now been completed, no satisfactory explanation for the delay has been provided by Luna Services. Matter ongoing.

ii. Case 831: Access Control

It was noted that the decommissioning of access card/s had since been resolved.

iii. Case 808: Waterproofing of roof pebble area Level 3 (Grosvenor Street) – Case 808

Discussion took place as it concerned the work required to waterproof the level 3 roof and pebbled area. The quotations received to date ranged between \$27K (SRS) to \$50K (Keystone) and pending a response from MCO. Wellman Strata requested Luna Management to forward a copy the scope of works being used to obtain the quotations for the scheme's records (it was noted that the scope of works being used is not a technical scope or engineered solution). Matter ongoing.

iv. Case 799: Water penetration (Units 168 & 501)

It was noted that the work to apartment 501 had since been completed. Work to apartment 168 is currently pending.

Resolution 6: BMC Matters

The Strata Committee received a brief update on matters relating to the BMC and noted that the main issue being dealt with at BMC level was the painting contract. A general discussion took place as it concerned the operation of the BMC under the management statement and how those provisions (particularly as it concerns the shared facilities) impact on the respective Members of the Building Management Committee.

The meeting noted that a meeting of the BMC (originally scheduled for September) will be reconvened in due course.

Resolution 7: Extension of Strata Management Agency Agreement

The strata committee **RESOLVED** pursuant to s 50 (4) of the *Strata Schemes Management Act 2015*, to extend the term of appointment of Wellman Strata Management Pty Ltd as the strata managing agent, for a further three (3) months from the date of expiry and, for a period not exceeding the next Annual General Meeting.

Motion 8: Election of the Office Bearers for Strata Committee

a. The Chairman declared the written nomination received from D Samoylova to fill the vacancy left on the committee following the departure of P Willis-Craig from the committee.

- b. **RESOLVED** that the committee elect D Samoylova as a member of the committee and, to fill the vacancy until the remainder of the term.

Resolution 9: Next Meeting

RESOLVED that the Strata Committee convene its next meeting on **Thursday, 24th February 2022 at 5:00PM**. It was agreed that, if there was a requirement to convene earlier than this date, that arrangements would be made among to the committee to do so.

**THERE BEING NO FURTHER BUSINESS,
THE CHAIRMAN DECLARED THE MEETING CLOSED AT 6:27PM**

Meeting Notes

- Some concern was raised following incidents of individuals/occupants not wearing masks whilst in the common areas. Whilst it was acknowledged that the incident amounted to a breach of the current NSW Health Orders, it was also acknowledged that the matter was difficult (in the absence of registered by-laws) to deal with the offence. It was suggested that Luna Management be requested to distribute a notification to all building occupants to remind them of the ongoing obligations in the face of COVID19.



Print: 03/12/2021

To: The Strata Committee - Strata Plan 82955
Lucca Apartments
19-25 Grosvenor Street
NEUTRAL BAY NSW 2089

And: To all mortgagees, covenant charges and registered tenants

Minutes of Strata Committee Meeting

Schedule 2, *Strata Schemes Management Act 2015 (NSW)*

Meeting Particulars	
Strata Plan # Building Name:	Strata Plan 82955 Lucca Apartments
Address of scheme:	19-25 Grosvenor Street, NEUTRAL BAY NSW 2089
Type of Meeting:	STRATA COMMITTEE MEETING
Date of Meeting:	Tuesday, 30th November 2021
Time of Meeting:	10:00 am
Meeting Venue:	The Office of Wellman Strata by Zoom Video Conference pursuant to Regulation 14, <i>Strata Schemes Management Regulation 2016</i>
Chairperson:	D Wellman of Wellman Strata Management Pty Ltd (by invitation)

Voting forms received: T Greenrod (Lot 1), C Johnson (Lot 15), A Davenport (Lot 37, 46, 76, 77),

In Attendance: D Wellman of Wellman Strata Management ('Wellman Strata')
C Arenas of Wellman Strata Management ('Wellman Strata')

Quorum: At 10:30 AM the Chairman declared a meeting quorum for the purpose of addressing the motions of the meeting.

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Minutes for the Strata Committee Meeting

S/Plan 82955 Lucca Apartments 19-25 Grosvenor Street
30/11/2021 10:00 am

1. Minutes

Resolution Type

Ordinary

RESOLVED that the minutes of the previous Strata Committee meeting be confirmed as a true record and account of the proceedings at that meeting.

2. Appointment of Pinnacle as Waterproofing Consultant

Resolution Type

Ordinary

- a. **RESOLVED** that the strata committee received the fee proposal from Pinnacle Building Consulting to undertake an inspection and report on waterproofing issues identified to the level 3 pebbled area.
- b. **RESOLVED** that the strata committee authorised and instructed the strata managing agent to engage Pinnacle to undertake a site inspection and report.

3. Appointment of Diagnostech as Waterproofing Consultant

Resolution Type

Ordinary

- a. That the strata committee received the fee proposal from Diagnostech to undertake an inspection and report on waterproofing issues identified to the level 3 pebbled area.

MOTION DEFEATED

- b. That the strata committee authorised and instructed the strata managing agent to engage Diagnostech to undertake a site inspection and report.

MOTION DEFEATED

4. Extension of Strata Management Agency Agreement

Resolution Type

Ordinary

RESOLVED that the strata committee, pursuant to s50(4) of the Strata Schemes Management Act 2015, extend the term of appointment of Wellman Strata Management Pty Ltd as the strata managing agent, for a further three (3) months from the date of expiry and, for a period not exceeding the next Annual General Meeting.

THERE BEING NO FURTHER BUSINESS

THE CHAIRMAN CLOSED THE MEETING AT 11:00AM



Print: 01/04/2022

To: The Owners - Strata Plan 82955
Lucca Apartments
19-25 Grosvenor Street
NEUTRAL BAY NSW 2089

And: To all mortgagees, covenant charges and registered tenants

Minutes of Annual General Meeting


Schedule 1, *Strata Schemes Management Act 2015 (NSW)*

Meeting Particulars	
Strata Plan # Building Name:	Strata Plan 82955 Lucca Apartments
Address of scheme:	19-25 Grosvenor Street, NEUTRAL BAY NSW 2089
Type of Meeting:	ANNUAL GENERAL MEETING
Date of Meeting:	Tuesday, 29th March 2022
Time of Meeting:	05:00 pm
Meeting Venue:	The Office of Wellman Strata by Zoom Video Conference pursuant to Regulation 14, <i>Strata Schemes Management Regulation 2016</i>
Chairperson:	C Arenas of Wellman Strata Management Pty Ltd (by invitation)

Present in Person: T Greenrod (Lot 1), C Johnson (Lot 15, Lot 89), D Samoylova (Lot 17, Lot 90), J Aureli (Lot 24, Lot 72, Lot 81), D Neumann (Lot 31), M Davis (Lot 33), A Davenport (Lot 37, Lot 46, Lot 76, Lot 77), and D Denovan (Lot 49, Lot 56, Lot 85)

In Attendance: D Wellman and C Arenas of Wellman Strata Management ('Wellman Strata')
D Rosa of Luna Services Pty Ltd ('Building Manager')

Quorum: At 5:19 PM the Chairperson declared a meeting quorum for the purpose of addressing the motions of the meeting in accordance with the provisions set out in the *Strata Schemes Management Act 2015*, Schedule 1, Clause 17 (4) (b)

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Liability limited by a scheme approved under Professional Standards Legislation

Minutes for the Annual General Meeting

S/Plan 82955 Lucca Apartments 19-25 Grosvenor Street
29/03/2022 05:00 pm

1. Minutes

Resolution Type

Ordinary

RESOLVED that the minutes of the previous general meeting were confirmed as a true record and account of the proceedings at that meeting.

2. Electronic Meeting Procedure at Meetings

Resolution Type

Ordinary

RESOLVED that the Owners Corporation, in accordance with Schedule 1, Rule 28, Strata Schemes Management Act 2015 and Regulation 14 of the Strata Schemes Management Regulations 2016, adopted voting procedures at all meetings of the owners corporation by way of teleconference, video conferencing, email or any other electronic means.

3. Financial Statements

Resolution Type

Ordinary

RESOLVED that the Owners Corporation adopt the last audited financial statements for the scheme for the year ended 31/12/2021.

Additional Notes (Refer Annexure B included in the Notice of Annual General Meeting):

Following review of the history of financials for SP 82955, it was resolved to write down the balance of (\$4,621.91) that is reported under 'Equitable Holdings in BMC' (a contingent asset from prior management) on the Balance Sheet as at 01/01/2022.

4. Auditor

Resolution Type

Ordinary

RESOLVED that the Owners – Strata Plan no 82955 appoint Tinworth as auditor for the strata scheme.

5. Capital Works Fund Plan

Resolution Type

Ordinary

RESOLVED that the Owners Corporation acknowledged the report prepared for the Capital Works Fund and, review the plan as required when determining the funding requirements of the Capital Works Fund.

6. Annual Budget & Contributions

Resolution Type

Ordinary

- a) **RESOLVED** that the statement of estimated receipts and payments ("budget") as determined in accordance with Sub Section 79 (1) and 79 (2) of the Strata Schemes Management Act 2015 for the period 01/01/2022 to 31/12/2022 be adopted.

Note – the scheme is registered for GST

- b) **RESOLVED** that, the Owners Corporation levy and collect the total annual contribution in the following amounts:

ADMINISTRATION FUND	\$350,350.00	GST Incl
CAPITAL WORKS FUND	\$291,500.00	GST Incl

or, any other amount as may be amended by the owners corporation to be levied in accordance with sections 79 (1) and 79 (2) of the Strata Schemes Management Act 2015 to be due and payable as set out in the table below:

Date		Method of Calculation	Admin Fund		Capital Works Fund	
01/01/2022	*	As per unit entitlement	\$117,928.75	GST Incl	\$37,013.85	GST Incl
01/04/2022		As per unit entitlement	\$77,474.31	GST Incl	\$84,828.69	GST Incl
01/07/2022		As per unit entitlement	\$77,474.31	GST Incl	\$84,828.69	GST Incl
01/10/2022		As per unit entitlement	\$77,474.31	GST Incl	\$84,828.69	GST Incl

- c) **RESOLVED** that the Owners Corporation levy and collect the following additional contribution as at 01/01/2023.

ADMINISTRATION FUND	\$77,474.31	GST Incl
CAPITAL WORKS FUND	\$84,828.69	GST Incl

7. Overdue Contributions

Resolution Type	Ordinary
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RESOLVED the Owners Corporation deal with overdue contributions payable to the Owners Corporation as follows:

Part A | Payment Plans

In respect of any payment plan under section 85 (5) of the *Strata Schemes Management Act 2015* ("Payment Plan"):

- i) The Owner's Corporation will in fact enter into any Payment Plan that it has agreed to enter into in accordance with that s85 (5).
While the lot owner concerned complies with a Payment Plan, the Owner's Corporation will not take action under s86 of the *Strata Schemes Management Act 2015* to recover such unpaid contributions and interest as are the subject of that Payment Plan, nor the expenses of the Owner's Corporation incurred in recovering the same.
- ii) However, if the lot owner concerned ceases to comply with a Payment Plan, the Owner's Corporation will proceed as set out in **Part B** below in respect of the whole of the unpaid contributions and interest the subject of that Payment Plan and the expenses of the Owner's Corporation incurred in recovering the same.
- iii)

Part B | Recovery Action on Arrears

In respect of any unpaid contributions and interest which have remained unpaid for a period of at least seven (7) days after the date that they became due and payable:

- i) The Owners Corporation will first issue a written demand for immediate payment ("**First Demand**").
If those unpaid contributions and interest remain wholly or partly unpaid for a further seven (7) days after
- ii) the issue of the First Demand, the owners corporation will issue a second written demand for immediate payment ("**Second Demand**").

If after then, those unpaid contributions and interest remain wholly or partly unpaid for a further 14 days
iii) after the issue of the Second Demand, the owners corporation will engage solicitors to issue a final demand for immediate payment of the unpaid amount ("**Legal Demand**").

If the unpaid contributions and interest remain unpaid after a further 14 days following the issue of the Legal Demand, the owners corporation will engage solicitors to issue a notice of action in accordance with
iv) s 86 (4) of the *Strata Schemes Management Act 2015* ("**Notice of Action**") in respect of the action proposed to be taken under (v) below.

On the expiry of the required 21 days after the giving of the Notice of Action the owners corporation will commence proceedings against the lot owner concerned for the recovery of the unpaid contributions,
v) interest and the expenses of the Owners Corporation incurred in recovering the same in the New South Wales Civil and Administrative Tribunal or the Local Court of New South Wales, subject to and in accordance with legal advice.

Where a person is jointly and severally liable for unpaid contributions and interest under s 84 of the *Strata Schemes Management Act 2015* the owners corporation will take steps against that person in accordance with the remaining provisions of this motion as if that person was the owner of the lot referred to.

8. Strata Committee

Resolution Type	Ordinary
-----------------	----------

a) **RESOLVED** that the Chairman declared all written nominations and call for all oral nominations to the Strata Committee as follows:

- T Greenrod (Lot 1)
- C Johnson (Lot 15)
- D Samoylova (Lot 17)
- A Davenport (Lot 46)

b) **RESOLVED** that the number of members of the Strata Committee be set at four (4).

c) **RESOLVED** that the members of the Strata Committee were elected.as follows:

- T Greenrod (Lot 1)
- C Johnson (Lot 15)
- D Samoylova (Lot 17)
- A Davenport (Lot 46)

9. Restricted Matters

Resolution Type	Ordinary
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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 *Strata Schemes Management Act 2015* and/or future amendments.

10. Insurance

Resolution Type	Ordinary
-----------------	----------

a) **RESOLVED** that the Owners Corporation confirmed the insurances currently held by the strata scheme.

b) **RESOLVED** that the Owners Corporation confirmed the cover for liability of officers or members of the strata committee for damage to property, death or bodily injury in accordance with section (165)(2)(a) of the *Strata Schemes Management Act 2015*.

c) **RESOLVED** that the Owners Corporation confirmed the cover for misappropriation of money or other property of the Owners Corporation in accordance with section 165(2)(b) of the *Strata Schemes Management Act 2015*

d) **RESOLVED** that the Owners Corporation commission a valuer to provide a valuation in accordance with Section 161 of the *Strata Schemes Management Act 2015* and to clearly specify all matters excluded at the front of the valuation report.

11. Report of the Managing Agent

Resolution Type

Ordinary

RESOLVED that the Owners Corporation considered the report by the strata managing agent as to the commissions that have been provided and paid for and are likely to be provided to the agent for the following 12 months.

Building/Common Property	
Commission/s paid on insurance within prior 12 month period	\$233.70 net (Insurance via BMC)
Estimate of commission/s payable within the next 12 month period	\$245.40 net (Insurance via BMC)

12. Utility Agreements

Resolution Type

Ordinary

RESOLVED that the Owners Corporation reviewed and considered the following agreements for the supply of the utilities to the scheme:

- i) Electricity Agreement – (Origin Energy – expires on 31 August 2022)
- ii) Gas Agreement – (Nil)

13. Annual Fire Safety Statement

Resolution Type

Ordinary

RESOLVED that the Owners Corporation do the following:

- 1) Engage a suitably qualified consultant to carry out an annual Fire Safety Statement (and report) in accordance with Part 9, Division 5 of the NSW Environmental Planning and Assessment Regulations 2000 as amended; and
- 2) To submit any corrective action report to the Strata Committee to determine what further action is required, if any; and
- 3) To delegate to the strata manager the following functions pursuant to the Agency Agreement additional duties schedule:
 - i) undertake the seeking of quotations and engaging the contractor to prepare the statement; and
 - ii) sign the statement on behalf of the scheme (only where applicable) and lodge the statement with local Council and cause a copy of the statement to be given to the Fire Commissioner.

14. Agency Agreement

Resolution Type

Ordinary

RESOLVED that, pursuant to s 49 of the Strata Schemes Management Act 2015 ('**Act**'), the Owners Corporation renewed the appointment of Wellman Strata Management Pty Limited ('**Agent**') as strata managing agent for the scheme and:

- i) Delegates to the Agent all of the functions of:
 - a) the Owners Corporation (other than those listed in section 52 (2) of the Act; and
 - b) its chairperson, treasurer, and secretary

that is necessary to enable the Agent to carry out the 'agreed services' and the 'additional services' as defined in Schedules A1 and A2 of the Strata Management Agency Agreement ('**Agreement**') enclosed with this notice of meeting; and
- ii) That the delegation to the Agent be subject to the conditions and limitations outlined in that Agreement;
- iii) That the Owners Corporation execute the Agreement to give effect to this appointment and delegation;
- iv) That authority be given for the affixing of the common seal of the Owners Corporation to the Agreement and witnessed by 2 members of the strata committee;

THERE BEING NO FURTHER BUSINESS
THE CHAIRPERSON CLOSED THE MEETING AT 5:53PM



Print: 31/03/2022

To: The Strata Committee - Strata Plan 82955
Lucca Apartments
19-25 Grosvenor Street
NEUTRAL BAY NSW 2089

And: To all mortgagees, covenant charges and registered tenants

Minutes of Strata Committee Meeting

Schedule 2, *Strata Schemes Management Act 2015 (NSW)*

Meeting Particulars	
Strata Plan # Building Name:	Strata Plan 82955 Lucca Apartments
Address of scheme:	19-25 Grosvenor Street, NEUTRAL BAY NSW 2089
Type of Meeting:	STRATA COMMITTEE MEETING
Date of Meeting:	Tuesday, 29th March 2022
Time of Meeting:	Immediately following the conclusion of the Annual General Meeting
Meeting Venue:	The Office of Wellman Strata by Zoom Video Conference pursuant to Regulation 14, <i>Strata Schemes Management Regulation 2016</i>
Chairperson:	C Arenas of Wellman Strata Management Pty Ltd

Present in Person: T Greenrod (Lot 1), C Johnson (Lot 15, Lot 89), D Samoylova (Lot 17, Lot 90) and A Davenport (Lot 37, Lot 46, Lot 76, Lot 77),

Attendance: D Neumann (Lot 31) and D Denovan (Lot 49, Lot 56, Lot 85)

In Attendance: D Wellman and C Arenas of Wellman Strata Management ('Wellman Strata')
D Rosa of Luna Services Pty Ltd ('Building Manager')

Quorum: At 5:54PM the Chairman declared a meeting quorum for the purpose of addressing the motions of the meeting.

 02 8065 6575

 info@wellmanstrata.com.au

 www.wellmanstrata.com.au



**PROFESSIONAL
STRATA
MANAGER**
Strata Community Services Pty Ltd

SYDNEY Level 45, 680 George Street, Sydney, NSW 2000
NEWCASTLE 28, 8 Murray Dwyer Circuit, Mayfield NSW 2304
PO BOX PO Box Q1916, Queen Victoria Building, Sydney, NSW 1230

Liability limited by a scheme approved under Professional Standards Legislation

Minutes for the Strata Committee Meeting

S/Plan 82955 Lucca Apartments 19-25 Grosvenor Street
29/03/2022 05:00 pm

1. Minutes

RESOLVED that the minutes of the previous Strata Committee meeting were confirmed as a true record and account of the proceedings at that meeting.

2. Election of the Office Bearers for Strata Committee

RESOLVED that the Strata Committee elect its office bearers as follows:

- *Chairperson/Secretary:* C Johnson (Lot 15)
 - *Treasurer:* T Greenrod (Lot 1)
-

3. Election of BMC Representative

RESOLVED that the strata committee nominated and elected one of its members as representative to the building management committee as constituted by the registration of strata management statement, dealing number R969732 pursuant to registered by-law 27 as follows:

- *BMC Representative:* A Davenport (Lot 46)
-

4. Next Meeting

RESOLVED that the Strata Committee convene the next Strata Committee meeting on **Tuesday 10th May 2022 at 5:00PM.**

THERE BEING NO FURTHER BUSINESS
THE CHAIRPERSON CLOSED THE MEETING AT 5:59PM



Print: 10/05/2022

To: The Strata Committee - Strata Plan 82955
Lucca Apartments
19-25 Grosvenor Street
NEUTRAL BAY NSW 2089

And: To all mortgagees, covenant charges and registered tenants

Minutes of Strata Committee Meeting

Schedule 2, *Strata Schemes Management Act 2015 (NSW)*

Meeting Particulars	
Strata Plan # Building Name:	Strata Plan 82955 Lucca Apartments
Address of scheme:	19-25 Grosvenor Street, NEUTRAL BAY NSW 2089
Type of Meeting:	STRATA COMMITTEE MEETING
Date of Meeting:	Tuesday, 10th May 2022
Time of Meeting:	05:00 pm
Meeting Venue:	The Office of Wellman Strata by Zoom Video Conference pursuant to Regulation 14, <i>Strata Schemes Management Regulation 2016</i>
Chairperson:	C Arenas of Wellman Strata Management Pty Ltd (by invitation)

Present in Person: T Greenrod (Lot 1), C Johnson (Lot 15, Lot 89), D Samoylova (Lot 17, Lot 90) and A Davenport (Lot 37, Lot 46, Lot 76, Lot 77),

In Attendance: D Denovan (Lot 49, Lot 56 and Lot 85)
D Wellman and C Arenas of Wellman Strata Management ('Wellman Strata')
D Rosa of Luna Services Pty Ltd ('Building Manager')

Quorum: At 5:05PM the Chairperson declared a meeting quorum for the purpose of addressing the motions of the meeting.

 02 8065 6575

 info@wellmanstrata.com.au

 www.wellmanstrata.com.au



**PROFESSIONAL
STRATA
MANAGER**
Strata Community Services Pty Ltd

SYDNEY Level 45, 680 George Street, Sydney, NSW 2000
NEWCASTLE 28, 8 Murray Dwyer Circuit, Mayfield NSW 2304
PO BOX PO Box Q1916, Queen Victoria Building, Sydney, NSW 1230

Liability limited by a scheme approved under Professional Standards Legislation

Minutes for the Strata Committee Meeting

S/Plan 82955 Lucca Apartments 19-25 Grosvenor Street

10/05/2022 05:00 pm

1. Minutes

RESOLVED that the minutes of the previous Strata Committee meeting were confirmed as a true record and account of the proceedings at that meeting.

2. Matters Arising

The Strata Committee considered the following matters arising from the previous minutes of meeting:

1. Pinnacle Report

The Strata Committee received an update on the status of remedial initiatives being overseen by Pinnacle Building Consultancy and noted the specification of works/tender process is pending deployment due to the requirement to perform and await flood testing results. It was noted that Strategic Remedial Solutions have tentatively scheduled a proposed testing date for Monday 16th May and it was noted further that the delays are a result of wet weather conditions.

2. Electricity Contract

The Strata Committee received an update on the recent electricity contract tender. It was deliberated and **RESOLVED** that the Strata Managing Agent be instructed to approach the incumbent provider (Origin) to determine if there was scope to review pricing and offer an updated contract prior to expiry in August 2022. It was noted that the strata manager will report back to the members once this is actioned. The matter is ongoing.

3. Capital Works Fund Plan

The Strata Committee received an update on the updated Capital Works Fund Plan and determined that the Strata Managing Agent review the quotation received from Solutions in Engineering relative to the shared facilities set out under the Management Statement and, provide an update to the committee once that review had been performed in order to obtain instructions. Matter ongoing.

3. Building Manager Report

The Strata Committee tabled and received the latest report from the Building Manager and noted the following action to be taken as follows:

1. SRS Flood Testing

The committee received an update from the Building Manager noting the tentative date set for testing to be undertaken on 16th May pending weather conditions.

2. Annual Fire Safety Statement

The Committee noted a general update received from the Building Manager in relation to the Annual Fire Safety Inspection and quotes for fire protection. The Committee considered the suggestion of metal keys for the fire door however in the first instance, agreed to do a walk through on-site with the Building Manager at 10:30am this coming Friday.

3. Key Audit

It was **RESOLVED** that the Building Manager be instructed to undertake a key audit of all access devices during the month of June 2022.

4. Financial Statements

RESOLVED that the Strata Committee received the latest financial statements for the strata scheme. It was
a. noted that Luna Management would undertake to review the invoices for cleaning given the YTD expenses for same and report back to the members.

b. **RESOLVED** that the Strata Committee receives the latest arrears report for the strata scheme. Wellman Strata to make enquiries as it concerned Lot 2 arrears.

5. General Business and Correspondence

RESOLVED that the Strata Committee considered any items of general business or correspondence including items tabled at the meeting as follows:

1. Garbage Collection

The Strata Committee noted the issues with current garbage collector contractor Veolia around the timing of garbage collection pick up. The Building Manager noted alternative quotes obtained and received from Sydney Waste Services to be put forward at the Lucca BMC Meeting. Clarity was sought as to why North Sydney Council is not arranging garbage collection and it was determined that the Strata Managing Agent is to make an enquiry with Council to see if this is possible.

2. Luna New Owner Manual

The Strata Committee noted the Luna New Owner Manual as prepared by Luna Building Management and determined this to be satisfactory at present.

3. Moving-in Bond System

The Strata Committee noted the Moving-in Bond system and no issues at present with current procedures.

6. BMC Matters

RESOLVED that the Strata Committee discussed BMC matters and noted as follows:

1. The Strata Committee noted the BMC Annual Meeting to take place on **Monday 16th May 2022.**
2. The Strata Committee received an update on the fan installation and replacement at the Colonial Restaurant.

7. Next Meeting

RESOLVED that the Strata Committee determined to convene its next meeting on **Tuesday 16th August 2022 at 5:00PM via zoom.**

THERE BEING NO FURTHER BUSINESS
THE CHAIRPERSON CLOSED THE MEETING AT 6:08PM

Form: 1SCH
Edition: 1705

CONSOLIDATION CHANGE OF BY-L



AP329663M

New South Wales
Strata Schemes Management,
Real Property Act 1900

PRIVACY NOTE: Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar General to collect the information required by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

(A) **TORRENS TITLE**

For the common property
CP/SP82955

(B) **LODGED BY**

Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any C/- Chambers Russell Lawyers GPO Box 7100 SYDNEY NSW 2001 P (02) 8248 2800 Reference (optional): SYD190433	CODE CH
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- (C) The Owners-Strata Plan No. 82955..... certify that a special resolution was passed on 15 April 2019
(D) pursuant to the requirements of section 141 of the Strata Schemes Management Act 2015, by which the by-laws were changed as follows—

- (E) Repealed by-law No. NOT APPLICABLE
Added by-law No. SPECIAL BY-LAW 2
Amended by-law No. NOT APPLICABLE
as fully set out below:
See Schedule 2 of Annexure A.

- (F) A consolidated list of by-laws affecting the abovementioned strata scheme and incorporating the change referred to at Note (E) is annexed hereto and marked as Annexure. A

- (G) The seal of The Owners-Strata Plan No. 82955..... was affixed on 7th MAY 2019.....in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal:

Signature Nicole Tilbrook
Name NICOLE TILBROOK
Authority STRATA MANAGER

Signature
Name
Authority



Annexure A to Form 15CH

Consolidated by-laws

The Owners—Strata Plan No 82955

21 Grosvenor Street, Neutral Bay 2089



Signed by the person(s) who attested the
affixing of the seal of the Owners Corporation
to the Form 15CH Consolidation / Change of
By-Laws to which this document is Annexed.

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Schedule 1 Consolidated By-Laws

1. Noise

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

2. Vehicles

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

3. Obstruction of common property

An owner or occupier of a lot must not obstruct lawful use of common property by any person.

4. Damage to lawns and plants on common property

An owner or occupier of a lot must not:

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

5. Damage to common property

- 5.1 An owner or occupier of a lot must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property without the approval in writing of the Owners Corporation.
- 5.2 An approval given by the Owners Corporation under clause 5.1 cannot authorise any additions to the common property or that contravenes any fire or public safety code.

6. Behaviour of owners and occupiers

An owner or occupier of a lot when on common property must be adequately clothed and must not use language or behave in a manner likely to cause offence or embarrassment to the owner or occupier of another lot or to any person lawfully using common property.

7. Children playing on common property in building

An owner or occupier of a lot must not permit any child up to the age of 12 years of whom the owner or occupier has control to play on common property within the building or, unless accompanied by an adult exercising effective control, to be or to remain on common property comprising a laundry, car parking area or other area of possible danger or hazard to children.

8. Behaviour of invitees

An owner or occupier of a lot must take all reasonable steps to ensure that invitees of the owner or occupier do not behave in a manner likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or any person lawfully using common property.

9. Depositing rubbish and other material on common property

An owner or occupier of a lot must not deposit or throw on the common property any rubbish, dirt, dust or other material likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using the common property.

10. Drying of laundry items

An owner or occupier of a lot must not, except with the consent in writing of the Owners Corporation, hang any washing, towel, bedding, clothing or other article on any part of the parcel in such a way as to be visible from outside the Building.

11. Cleaning windows and doors

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

12. Storage of inflammable liquids and other substances and materials

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

13. Moving furniture and other objects on or through common property

An owner or occupier of a lot must not transport any furniture or large object through or on common property within the building unless sufficient notice has first been given to the Building Manager so as to a representative to be present at the time when the owner or occupier does so.

14. Floor coverings

- 14.1 An owner of a lot must ensure that all floor space within the lot is covered or otherwise treated to an extent sufficient to prevent the transmission from the floor space of noise likely to disturb the peaceful enjoyment of the owner or occupier of another lot.

- 14.2 Without limiting the requirements of this by-law, if an owner proposes to lay a floor finish within a lot that is other than carpet:
- (a) he/she must first obtain the written permission of the Owners Corporation (or the Executive Committee if this function is delegated to the Executive Committee), providing details of the appropriate acoustic treatment to be supplied. The minimum sound transmission standard to be achieved for the floor finish must be the standard prescribed, at the time of installation, by the Building Code of Australia or Council of the City of North Sydney, whichever is the higher standard; and
 - (b) consent should not be unreasonably withheld if by-law 14.2(a) is complied with.
- 14.3 When floor coverings are changed, owners or occupiers must provide the Owners Corporation with an acoustic report signed by an acoustic engineer following installation of a floor finish other than carpet to demonstrate compliance with this by-law.
- 14.4 Any changed floor covering is for the exclusive use and enjoyment of the owner of the relevant lot; is installed at the sole risk of the owner and must be maintained, repaired or replaced at the sole cost of the owner.

15. Garbage disposal

An owner or occupier of a lot must:

- (a) dispose of general waste by using the garbage chute in the Building, which can be accessed, on each floor through the garbage room located on the common property.
- (b) must dispose of recyclable waste by placing it in an appropriate container in the garbage room located on the common property on each floor;
- (c) must ensure that before refuse is placed in any receptacle it is securely wrapped or, in the case of tins or other containers, completely drained, and
- (d) must promptly remove any thing which the owner, occupier or garbage collector may have spilled from the receptacle and must take such action as may be necessary to clean the area within which that thing was spilled; and
- (e) must comply with the directions from time to time of the Owners Corporation as to the manner of disposal of garbage.

16. Keeping of animals

- 16.1 Subject to section 49(4), an owner or occupier of a lot must not keep any animal (except a cat, small dog or small caged bird or fish kept in a secure aquarium on the lot) on the lot or the common property.
- 16.2 If an owner or occupier keeps a cat, small dog or small caged bird on the lot, then the owner or occupier must:
- (a) notify the Owners Corporation that the animal is kept on the lot; and
 - (b) keep the animal within the lot; and
 - (c) carry the animal when it is on the common property; and

- (d) take any action that is necessary to clean all areas of the lot or the common property that are soiled or damaged by the animal.

17. Appearance of lot

- 17.1 The owner or occupier of a lot must not, without the written consent of the Owners Corporation, maintain within the lot anything visible from outside the lot that, viewed from outside the lot, is not in keeping with the rest of the building.
- 17.2 This by-law does not apply to the hanging of any washing, towel, bedding, clothing or other article as prohibited by by-law 10.
- 17.3 In particular, owners and occupiers must comply with the rules regarding signage contained in the Strata Management Statement.

18. Furniture and possessions on balconies and roof top terraces

- 18.1 Owners and occupiers of Lots must ensure that any furniture, possessions and other items on balconies and roof top terraces are secured or safely stored in order to prevent any item from blowing away or falling from the balcony or terrace. Without limitation:
 - (a) any umbrellas used must be weighted at the base;
 - (b) umbrellas must never be left up when balcony or terrace is not in use or in high winds; and

all portable items (towels, toys, utensils) should be removed from balcony or stored securely when the balcony or terrace is not in use.
- 18.2 Owners and occupiers are responsible for any damage or loss occasioned by items falling from their balconies or terraces.

19. Notice-board

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

20. Change in use of lot to be notified

- 20.1 An occupier of a lot must notify the Owners Corporation if the occupier changes the existing use of the lot in a way that may affect the insurance premiums for the strata scheme (for example, if the change of use results in a hazardous activity being carried out on the lot, or results in the lot being used for commercial or industrial purposes rather than residential purposes).
- 20.2 Nothing in this by-law should be construed as authorising any owner or occupier of any lot to change the use of his or her lot. Any change of use of a lot must comply with the requirements of all competent authorities, these by-laws and the Strata Management Statement.

21. Use of carparking spaces

- 21.1 An Owner or occupier of a lot can only use the carparking space/s attached to his or her lot (if any) for the purpose of parking private motor vehicles.
- 21.2 An owner or occupier of a lot may not use any power point located within the carparking space attached to his or her lot (if any) to power any electrical equipment on a continuing basis. These power sources are common property and may only be used by owners or occupiers for small appliances and on a short-term basis.
- 21.3 The Owners Corporation has the right to use any power source located within a lot provided that use complies with the restrictions imposed by by-law 21.2.
- 21.4 The Owners Corporation has the right to disconnect any power source used by an owner or occupier in contravention of by-law 21.2.

22. Access to services and plant rooms

- 22.1 S.65 of the Management Act gives power to the Owners Corporation, its agents, employees or contractors, power to enter on any part of the parcel for the purpose of carrying out work required to be carried out by the owners corporation under the Management Act or by an order made under the Management Act or required by any public authority. Persons must not obstruct or hinder the Owners Corporation in the exercise of its functions under s.65.
- 22.2 Owners and occupiers of lots must allow access to the Owners Corporation, its agents, employees or contractor's access to their lots for the purpose of carrying out any necessary works or servicing of the building or its services, even when access to any plant, equipment or services is via that owner or occupier's lot. The Owners Corporation, via the Executive Committee or the Strata Manager, must, except in the case of an emergency, endeavour to give reasonable notice and make an appointment for any required access.

23. Strata Management Statement

- 23.1 In addition to these by-laws or any future by-law an owner or occupier of a lot must comply with the terms of the Strata Management Statement in respect of the Building, which will govern, among other things the use of the recreational and other Shared Facilities, security procedures for the Building and building management.
- 23.2 If there is a conflict between these by-laws (and any future by-laws) and the Strata Management Statement, the terms of these by-laws (and any future by-laws) must be amended to accord with the Strata Management Statement.
- 23.3 If a Building Manager is appointed to manage the Building or other parts of the development of which the Building forms part, owners and occupiers of lots must comply with the reasonable directions of the Building Manager in the administration of all by-laws or the Strata Management Statement.

24. Leasing Manager

- 24.1 The owner for the time being of Lot 50 (being the manager's office) has the right to conduct a letting service and tenancy management service for residential apartments within the strata scheme and to provide ancillary services.

- 24.2 The owner for the time being of Lot 50 has the right to assign its rights under this by-law to a leasing manager to conduct the business or to consent to the sale or assignment of the business by the leasing manager to another operator.
- 24.3 Any occupant of Lot 50 must however obtain the consent of any relevant authority to the operation of its business and subject to its rights under this by-law and the Strata Management Statement, obey the requirements of the Strata Management Statement, these by-laws (and any future by-laws) and the reasonable direction of the Building Manager appointed under the Strata Management Statement.

25. Ducted air conditioning supplied by original owner

Within individual lots

- 25.1 Where ducted air conditioning has been installed in a lot by the Original Owner, the Owners Corporation owns the Air Conditioning Equipment installed and located within any lot and the owners of the air conditioned lots have exclusive use and enjoyment of the Air Conditioning Equipment.
- 25.2 The Owners Corporation:
- (a) must maintain replace or repair the Air Conditioning Equipment as necessary;
 - (b) bears the sole responsibility of insuring the Air Conditioning Equipment.
 - (c) comply with the requirements of any competent authority regarding the operation of the Air Conditioning Equipment; and
 - (d) repair damage to common property or the property of lot owners caused by exercising rights or complying with obligations under this by-law or when removing, replacing or repairing any Air Conditioning Equipment.
- 25.3 The Owners Corporation must enter into a service agreement with a reputable company for the servicing maintenance and repair of the Air Conditioning Equipment.
- 25.4 The cost of insurance, maintaining, servicing and replacing of the Air Conditioning Equipment will be borne by the owners of the lots that have ducted air conditioning. The cost will be based on each lot's recorded level of consumption.
- 25.5 The Air Conditioning Equipment will be individually metered and lot owners will be individually invoiced according to their level of usage of the air conditioning.
- 25.6 For the avoidance of doubt, this by-law applies to the habitable portions of Lots 1 to 6 inclusive, Lots 22 to 33 inclusive and Lots 45 to 49 inclusive.

Within common property

- 25.7 Where ducted air conditioning has been installed in common areas by the Original Owner, the Owners Corporation owns the Air Conditioning Equipment installed.
- 25.8 The Owners Corporation must comply with by-law 25.2 and 25.3.
- 25.9 The cost of insurance, maintaining, servicing and replacing of the Air Conditioning Equipment will be borne by the owners on a unit entitlement basis.

26. Air conditioning in the building installed by lot owners

- 26.1 Where air conditioning has been installed in a lot by an owner of a lot, the owner of each lot:
- (a) owns the Air Conditioning Equipment installed and located throughout the Building and connected to the lot; and
 - (b) has a special privilege to connect to the Air Conditioning Equipment on the common property and to access his or her own Air Conditioning Equipment via the common property for the purposes of maintenance or repair.
- 26.2 Each owner acknowledges that even if it wishes to install his or her own air-conditioning that despite compliance with the following provisions, approval by the Owners Corporation cannot be guaranteed and approval will be subject to (among other things) there being sufficient power capacity to the strata scheme being available from Energy Australia:
- (a) must first obtain approval from the Owners Corporation, the local Council and any other competent authority before installing any air conditioning;
 - (b) must maintain replace or repair his or her own Air Conditioning Equipment and pay all running costs for the Air Conditioning Equipment;
 - (c) must reimburse the Owners Corporation for maintenance, repair of or replacement of any Air Conditioning Equipment which exclusively services his or her lot which may be carried out by the Owners Corporation;
 - (d) bears the sole responsibility of insuring any Air Conditioning Equipment;
 - (e) make prior arrangement with the Building Manager to gain access to his or her Air Conditioning Equipment;
 - (f) comply with the requirements of any competent authority regarding the operation of the Air Conditioning Equipment in particular any code or regulation relating to noise levels of the Equipment;
 - (g) repair damage to common property or the property of another owner or occupier caused by exercising rights or complying with obligations under this by-law or when removing any Air Conditioning Equipment; and
 - (h) indemnify the Owners Corporation against all claims and liability caused by exercising rights or complying with obligations under this by-law.

27. Building Management Committee

The Executive Committee must appoint one member of the Executive Committee to be the representative of the Owners Corporation on the Building Management Committee. The Executive Committee may appoint a further person to be a substitute or stand-by representative on the Building Management Committee. The appointment/s will be annual unless a vacancy becomes available.

28. Structural support in the building

An owner or occupier must not carry out any alteration to any part of the Building which provides structural support to any other part of the Building without first submitting copies of all relevant plans and approvals to the Owners Corporation and obtaining the written permission of the Owners Corporation to the proposed alteration. The consent of any competent authority must also be obtained for the alteration and any works approved by the Owners Corporation must be carried out in accordance with the conditions imposed by the consent authority and the Owners Corporation.

29. Agreement with the building manager

- 29.1 In addition to its powers under the Management Act, the Owners Corporation has the power to appoint and enter into an agreement with the Building Manager to provide management and operational services for the Building.
- 29.2 The agreement may have a term that expires no later than 5 years after the date of the first annual general meeting of the Owners Corporation. The Owners Corporation and the Building Manager may have rights to terminate the agreement early.
- 29.3 The agreement may specify the Building Manager duties, which may include:
- (a) caretaking, supervising and servicing the common property;
 - (b) supervision of cleaning, repair, maintenance, renewal or replacement of common property;
 - (c) providing services to the Owners Corporation, owners and occupiers including, without limitation, the services of a handyperson, room cleaning and servicing, food and non-alcoholic drink services;
 - (d) supervising any Owners Corporation employees or contractors;
 - (e) supervising the Building generally;
 - (f) doing anything else that the Owners Corporation agrees is necessary for the operation and good management of the Building;
 - (g) managing and providing security keys and access cards;
 - (h) monitoring and calculating air conditioning consumption data; and
 - (i) providing concierge services.
- 29.4 The Building Manager must comply with the instructions of the Owners Corporation in performance of its duties relating to management of the Building.
- 29.5 Owners and occupiers must not:
- (a) interfere with or stop the Building Manager exercising its duties and performing its functions under its agreement with the Owners Corporation; or
 - (b) interfere with or stop the Building Manager using common property that the Owners Corporation permits the Building Manager to use.

30. Works to or within lots

When carrying out any works to or within lots, owners or occupiers must:

- (a) first make arrangements with the Building Manager (or if there is no building manager, then with the appointed representative of the Executive Committee) for access and lift use by any workmen; and
- (b) take all reasonable care to cause as little disturbance as practicable to other owners or occupiers within the strata scheme.

31. Courtyard Level 1

The courtyard on level 1 is a closed garden, providing light and visual amenity only. No-one is permitted access to this courtyard, other than contractors or employees of the Owners Corporation for servicing and maintenance.

Dictionary

Air Conditioning Equipment means an air conditioner inside a lot or throughout the strata scheme and includes air conditioning plant and equipment; pipes, wires, cables, vents and ducts servicing air conditioning plant and equipment.

Building means the building constructed at 19-25 Grosvenor Street, Neutral Bay comprising the retail and residential apartment building with basement parking, known as Lucca.

Building Manager means the person or company appointed to manage the Building under the terms of the Strata Management Statement or these by-laws.

Building Management Committee means the building management committee created pursuant to the Strata Management Statement.

Easements means the easements created by the Stratum Instrument.

Management Act means the Strata Schemes Management Act, 1996 as amended.

Members means the Members as defined in the Strata Management Statement.

Owners Corporation means the Owners Corporation formed on registration of the strata scheme for the Building.

Security Gate means the security access gate to the basement carpark of the strata scheme.

Shared Facilities means the Shared Facilities referred to in the Strata Management Statement.

Strata Act means the Strata Schemes (Freehold Development) Act, 1973 as amended.

Strata Management Statement means the strata management statement registered with the strata plan in respect of the Building.

Stratum Instrument means the s.88B instrument registered with deposited plan 1144637 in respect of the Building.

Special By-Law 1 – Smoking on the Premises

Smoking On The Premises

1. For the purposes of this by-law:
 - (a) “smoke” means smoke, hold or otherwise have control over ignited tobacco or any other product that is intended to be smoked and is ignited;
 - (b) “the property” means all lots and the common property of the strata scheme;
 - (c) an owner of a lot, and a director or shareholder of a corporate owner shall be an occupier of that lot if he or she resides in the lot.
2. An owner or occupier of a lot must not smoke, or allow anyone else to smoke, within a lot or the common property.
3. If a person, not being an owner or occupier of a lot, smokes in the lot the occupier of the lot breaches this by-law unless:
 - (a) the occupier did not know, or could not reasonably be expected to have known, that the person was smoking in the lot; or
 - (b) upon becoming aware that the person was smoking in the lot, the owner or occupier asked the person
 - (c) smoking to cease smoking immediately or to leave the property immediately, and the person did so.
4. If a person, not being the owner or occupier of a lot, smokes in the common property, the person, being an owner or occupier of a lot, who invited that person into the common property or with whose permission the person remains on the common property breaches the by-law unless:
 - (a) he or she did not know, or could not reasonably be expected to have known, that the person was smoking in the common property; or,
 - (b) upon becoming aware that the person was smoking in the common property the owner or occupier asked the person smoking to leave the property immediately, and the person did so.
5. This by-law does not prohibit smoking within the property by a person who, on the basis that the person smoked regularly before this by-law was made, has obtained the consent of the owners’ corporation in writing to smoking, provided:
 - (a) the person resides in the property;
 - (b) the person does not smoke within the building or at a location visible from a public street;
 - (c) the smoke generated by the person’s smoking is not discernible in a lot, and does not enter any air conditioning serving the building;
 - (d) the person does not smoke in or near an area in which clothes dry or children play;
 - (e) the person complies with any other conditions that the Owners’ Corporation may place upon its consent.

The owners’ corporation may place conditions upon a consent given by it pursuant to paragraph 5. The recipient of the owners’ corporation’s consent must comply with such conditions.

Schedule 2 Addition of Special By-Law 2

SPECIAL BY-LAW 2

A by-law with respect to awnings.

1 Approval of work

1.1 Work

Subject to the conditions herein the Authorised Owner may carry out and keep the Permitted Work.

1.2 Exclusive use

Subject to the conditions herein the Authorised Owner has exclusive use of the Exclusive Use Area.

1.3 Building Works

In respect of Building Works that the Authorised Owner is required or permitted to carry out under this by-law:

- (a) the Authorised Owner must comply, and those Building Works must comply, with the Building Works Conditions; and
- (b) those Building Works must be undertaken in accordance with, and comply with, any applicable provisions of the Scope of Works.

1.4 Ongoing maintenance and use

The Authorised Owner, at their own cost:

- (a) is responsible for the ongoing proper maintenance of, and keeping in a state of good and serviceable repair, the Exclusive Use Area, and must do any Building Works necessary to effect the same;
- (b) must renew and replace any fixtures or fittings comprised in the Exclusive Use Area, and must do any Building Works necessary to effect the same;
- (c) must ensure that the Exclusive Use Area is used in accordance with and continues to comply with the requirements hereof and any applicable law or Approval; and
- (d) must ensure that the Exclusive Use Area is kept clean and tidy at all times and free from hazards posing a risk of injury or death to persons or damage to property.

1.5 Access

The Authorised Owner must provide the owners corporation with access to the Authorised Lot and the Exclusive Use Area for the purpose of monitoring or enforcing compliance herewith (or if the Authorised Owner is not also the occupier of the Authorised Lot, the Authorised Owner must do all things within their power to procure such access) as follows:

- (a) during a period where Building Works are being carried out, within 24 hours of a request by the owners corporation; or
- (b) in any other case, on reasonable request of the owners corporation.

1.6 Indemnity

The Authorised Owner will indemnify the owners corporation immediately on demand for any damage, cost, loss, claim, demand, suit or liability howsoever incurred by or brought against the owners corporation in connection with Building Works (or their use) or the use of the Exclusive Use Area.

1.7 Default

If the Authorised Owner fails to comply with any obligation hereunder the owners corporation may carry out that obligation and recover the cost of so doing from the Authorised Owner.

1.8 Scope of Works

Any provisions set out in the Scope of Works have effect as if they were provisions hereof. To the extent that any provision in the Scope of Works is inconsistent with any other provision hereof, the provision in the Scope of Works prevails to the extent of that inconsistency.

2 Methods and procedures

2.1 Approvals

In relation to any right granted to a person hereunder, that person must:

- (a) obtain all necessary Approvals (and ensure that all necessary Approvals are obtained) in relation to anything done or omitted to be done by them in the exercise of that right;
- (b) provide a copy of any such Approvals to the owners corporation;
- (c) in the event that such an Approval is required by law (or under the terms of an Approval) to be obtained before doing (or omitting to do) anything, supply a copy of that Approval to the owners corporation before doing (or omitting to do) that thing; and
- (d) provide a copy to the owners corporation of any certificate or document evidencing compliance with such an Approval, being a certificate or document required by law or under the terms of such an Approval to be obtained or provided.

2.2 Consent

Despite anything herein the owners corporation is not required to provide its consent as may be required by any Authority in connection with the exercise by a person of a right granted hereunder, without limitation including by affixing its seal by way of consent to any application to a relevant consent authority for development consent, a construction certificate or a complying development certificate as contemplated by the Environmental Planning and Assessment Act 1979.

2.3 Bond

Where a person is required under a provision hereof to pay a bond to secure compliance with an obligation, except to the extent that provision requires otherwise, that bond:

- (a) is an amount in Australian currency as otherwise provided herein, or in the absence of such provision:
 - (i) as reasonably determined from time to time by the owners corporation; or
 - (ii) in the absence of such a determination, the amount of \$500;
- (b) is payable to the owners corporation prior to the secured obligation arising and, if the owners corporation reasonably directs, in the manner so directed by it from time to time;
- (c) may be applied by the owners corporation against any liability or debt of that person to the owners corporation, including without limitation a debt arising under section 120 of the Management Act in connection with a failure to carry out work required to be carried out by that person in respect of the secured obligation; and
- (d) must be returned by the owners corporation to that person after the expiry of 1 month following the satisfaction or ending of the secured obligation, less any amount deducted by the owners corporation in accordance herewith.

2.4 Acting through others

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

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

2.5 Liability for occupiers and invitees

Except as otherwise provided herein:

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

2.6 Exercise of care, skill and compliance with law

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

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

2.7 Obligation to do work to remedy breach

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

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

For the purposes of this clause 2.7 a reference to property includes the common property or personal property vested in the owners corporation.

2.8 Conditions attaching to remedial work

An owner or occupier of a lot who is required to do work under clause 2.7 must, except as may be provided otherwise herein:

- (a) prior to undertaking such work, and upon completion of the work, notify the owners corporation in writing
- (b) ensure that such work is done within 1 week from the breach requiring remediation, except to the extent otherwise provided herein;
- (c) ensure that such work is done:

- (i) in accordance with any applicable law and any other applicable requirement hereof; and
- (ii) in a proper and workmanlike manner and exercising due care and skill.

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

2.9 Power to carry out work and recover costs

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

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

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

2.10 Application of the Civil Liability Act 2002

- (a) Owners and occupiers of lots acknowledge and agree that:
 - (i) the provisions hereof make express provision for their rights, obligations and liabilities hereunder with respect to all matters to which the Civil Liability Act 2002 applies as contemplated by section 3A(2) of that act; and
 - (ii) to the extent permitted by law, that act does not apply in connection with those rights, obligations and liabilities.
- (b) Any provision hereof that is prevented by Part 2 of the Civil Liability Act 2002 is severed to the extent so prevented.

2.11 Recovery of amounts

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

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

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

2.12 Alteration of building affecting lot boundary

An owner of a lot must comply with any obligation they may have under section 19 of the Development Act in respect of the strata scheme from time to time.

3 Definitions and interpretation

3.1 Interpretation

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

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

3.2 Functions of the owners corporation

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

3.3 Severability

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

3.4 Definitions

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

Approval means:

- (a) an approval or certificate as may be required by law (or under the terms of an Approval) to be obtained from or provided by an Authority;
- (b) a development consent or complying development certificate within the meaning of the Environmental Planning and Assessment Act 1979;
- (c) a "Part 4A certificate" within the meaning of section 109C of the Environmental Planning and Assessment Act 1979;
- (d) any order, direction or other requirement given or made by an Authority;

- (e) an order made under Division 2A or Division 3 of Part 6 of the Environmental Planning and Assessment Act 1979; and
- (f) an order made under Part 2 or Part 5 of Chapter 7 of the Local Government Act 1993;

Authorised Lot means lot 46, 47, 48 and 49 in the strata scheme bearing folio identifier 46/SP82955, 47/SP82955, 48/SP82955 and 49/SP82955;

Authorised Owner means:

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

Authority means:

- (a) any Commonwealth, state or local government, semi-government, statutory, public or other body or person (or body or person otherwise authorised by law) having jurisdiction;
- (b) a consent authority or principal certifying authority within the meaning of the Environmental Planning and Assessment Act 1979;
- (c) the council having the relevant regulatory functions under Chapter 7 of the Local Government Act 1993; and
- (d) an authorised fire officer within the meaning of section 121ZC of the Environmental Planning and Assessment Act 1979;

Building Works Conditions means the provisions of Annexure A;

Building Works has the meaning given to it in the Building Works Conditions;

common property means the common property in the strata scheme;

Development Act means the Strata Schemes Development Act 2015;

Exclusive Use Area means:

- (a) those parts of the common property which are occupied by the Permitted Works (once complete); and
- (b) any part of the common property that is, as a result of the Permitted Works (once complete) altering the effective physical boundaries of the premises the subject of the Authorised Lot:
 - (i) only accessible from within that premises; or
 - (ii) enclosed within the effective physical boundaries of that premises;

and includes a reference to any common property the ongoing maintenance of which is to be the responsibility of the Authorised Owner in accordance with the Resolution;

Management Act means the Strata Schemes Management Act 2015;

occupier means:

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

owner means:

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

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

Permitted Work means Building Works as set out in the Scope of Works.

Resolution means the special resolution of the owners corporation to authorise the Authorised Owner to take such action the subject of section 108(1) of the Management Act as required to carry out works subject to and in accordance herewith, the ongoing maintenance of which is to be the responsibility of the Authorised Owner;

Scope of Works means the Scope of Works in Annexure B;

strata plan means strata plan number 82955; and

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

Annexure A Building Works Conditions

1 Building Works Conditions

1.1 General conditions applying to Building Works

Building Works must:

- (a) be carried out in accordance with and comply with any applicable law or Approval;
- (b) be carried out in a proper and workmanlike manner and only by persons who are duly licensed to do so;
- (c) comply with the National Construction Code and the Building Code of Australia and not cause the parcel or any part of it to breach either of those codes;
- (d) be fit for their purpose;
- (e) only be carried out using materials belonging to you and not subject to any charge, lien, security interest or similar;
- (f) be carried out with due diligence and expedition and within a reasonable time;
- (g) cause a minimum of disruption to the use of the parcel and a minimum of damage to the parcel;
- (h) in any event, not occasion the occupation or use of open space areas of common property except as otherwise specifically approved in writing by the owners corporation;
- (i) except as otherwise approved by the owners corporation, be carried out only between the hours of 7:30am and 5:30pm (excluding on any day that is a Saturday, Sunday or public holiday in New South Wales) or between 8:30 am and Midday on a Saturday;
- (j) not cause damage to the parcel or any part of the parcel otherwise than authorised hereunder;
- (k) not adversely affect the structure or support of the parcel;
- (l) not compromise the proper functioning or performance of any existing system or element of the parcel, including without limitation with respect to waterproofing or fire protection; and
- (m) not cause or amount to a nuisance or hazard to other owners or occupiers of lots or interfere unreasonably with the use or enjoyment of the parcel by other owners or occupiers of lots.

1.2 Connection to services

Except as otherwise approved in writing by the owners corporation, to the extent the Building Works are connected to any electrical, gas, water or other services, they must be connected only to such services that are separately metered to your lot (provided such separately metered services are otherwise connected to the lot).

1.3 Cleanliness, protection and rectification

You must:

- (a) ensure the parcel is adequately protected from damage that may be caused by Building Works;
- (b) ensure any part of the parcel affected by Building Works is kept clean and tidy and is left clean and tidy on completion of Building Works; and
- (c) if Building Works cause damage to the parcel, rectify that damage, including doing any necessary Building Works.

1.4 Bond

You must, before carrying out Building Works, pay a bond to the owners corporation to secure compliance with your obligations under these Building Works Conditions in respect of those Building Works.

1.5 Plans and specifications

If the owners corporation has not previously been provided with them, you must provide a copy of any plans and specifications relating to Building Works to the owners corporation. Where those plans and specifications relate to any element of Building Works that is proposed to be undertaken, those plans and specifications must be provided to the owners corporation before that element of those Building Works is undertaken.

1.6 Insurance

You must effect and maintain the following insurance (or ensure the same is effected and maintained):

- (a) any insurance required by law in connection with Building Works; and
- (b) contractors all-risk insurance (including public liability insurance to a limit of not less than \$5,000,000 per event) in respect of the conduct of the Building Works naming the owners corporation as a beneficiary.

1.7 Ownership of works

Building Works form part of the common property only to the extent that they are affixed to the common property and occupy cubic space forming part of the common property.

1.8 Definitions

In addition to the terms otherwise defined herein, in these Building Works Conditions, unless the context otherwise requires:

Building Code of Australia has the meaning given to it under the Environmental Planning and Assessment Act 1979;

Building Works means building works and related products and services that you are required or permitted to put effect to hereunder, and includes a reference to:

- (a) ancillary works, products and services that it is reasonably necessary to do or supply to facilitate the doing of those building works, and the supply of those products and services; and
- (b) as the context may require, a reference to the result of those building works and related products and services being done and supplied; and

National Construction Code means the National Construction Code published by the Australian Building Codes Board from time to time.

you means a person who is required to comply with these Building Works Conditions, or whose Building Works are required to comply with these Building Works Conditions; and

your has a corresponding meaning to You.

Annexure B Scope of Works

1 Scope of Works

1.1 New Works

Except for the Excluded Work, and subject to the General Specifications, the following works are Permitted Work if they had not been done at the time of the making of this by-law:

(a) Awning Work

The installation of a fixed or retractable (manual or motorised) awning on the common property for the use or benefit of the Authorised Lot, including the associated electrical works, provided that the awning, once installed, does not encroach upon the airspace of another lot.

1.2 Definitions

In this Scope of Works, unless the context otherwise requires:

Excluded Work means:

- (a) any work requiring alteration of the structural elements of the property (such as without limitation core drilling of a slab), save that, for the purposes of this clause, the following are not considered alteration of a structural element of the property:
 - (i) the mere removal of a non-load bearing wall in accordance with this by-law; and
 - (ii) a penetration through a wall of the property which is otherwise done in accordance with the requirements of this by-law; and
- (b) any work in a lot other than the Authorised Lot the subject of the Permitted Works (such as, without limitation, the installation of bulkheads and drainage services in a lot below); and
- (c) any work that is visible from the public street, except with the express prior written consent of the owners corporation;

General Specifications means:

- (a) the Permitted Works must be effected with the minimum of necessary penetrations through and fixings into common property;
- (b) any plant and equipment or appliance forming part of the Permitted Works must have an Equipment Energy Efficiency Star Rating of at least 3 in accordance with a mandatory Energy Rating Label for each such appliance as required by law; and
- (c) any plant and equipment or appliance forming part of the Permitted Works must be new and if replaced must be replaced with new plant and equipment or appliances or plant and equipment or appliances reconditioned to a standard which is not less than that which originally applied to the same; and

Execution

THE COMMON SEAL of The Owners—Strata Plan No 82955 was hereunto affixed on the date shown in the presence of the following, being the person(s) authorised under section 273 of the Strata Schemes Management Act 2015 to attest the affixing of the seal:

Signature of Authorised Person
<i>N. Tilbrook</i>
Full name of Authorised Person
<i>NICOLE TILBROOK</i>
Capacity of Authorised Person
<i>N^o STRATA MANAGER</i>
Address of signatory
<i>187 KENT ST, SYDNEY 2000</i>

Signature of Authorised Person
Full name of Authorised Person
Capacity of Authorised Person
Address of signatory



<i>11th MAY 2019.</i>
Date of affixing of the Seal

FILM WITH AP329663

Approved Form 10

Certificate re Initial Period

The owners corporation certifies that in respect of the strata scheme:

*that the initial period has expired.

~~*the original proprietor owns all of the lots in the strata scheme and any purchaser under an exchanged contract for the purchase of a lot in the scheme has consented to any plan or dealing being lodged with this certificate.~~

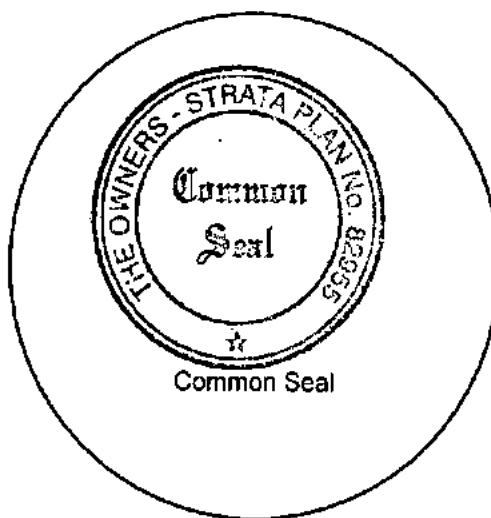
The seal of The Owners—Strata Plan No 82955 was affixed on ^ 7th May 2019 in the presence of the following person(s) authorised by section 273 *Strata Schemes Management Act 2015* to attest the affixing of the seal:

Signature: N. Tilbrook Name: NICOLE TILBROOK Authority: STRATA MANAGER

Signature: Name: Authority:

^ Insert appropriate date

* Strike through if inapplicable





CAPITAL WORKS FUND PLAN

LUCCA APARTMENTS

19-25 Grosvenor Street

Neutral Bay NSW 2089

Strata Plan 82955



Report details	
Inspection date:	17/02/2020
Inspector:	Declan Hevey

NEW SOUTH WALES

Level 5, 115 Pitt St Sydney 2000
PO Box A72 Sydney South NSW 1235

QUEENSLAND

9 Gardner Close, Milton 4064
PO Box 1584 Milton 4064

VICTORIA

Level 1, 1 Queens Rd Melbourne 3004
GPO Box 3025 Melbourne 3001

19 February 2020

The Executive Committee
Strata Plan 82955
19-25 Grosvenor Street
Neutral Bay NSW 2089

Dear Committee Members,

Thank you for appointing our company to conduct your Capital Works Fund Plan.

Based on our survey of your property, we have determined that the Owners Corporation will need only to allow contributions to increase with inflation in order to cover its forecasted capital works fund expenses. We strongly recommend that the levies be set at the level recommended in this report.

This plan should be updated regularly to account for actual changes in construction and maintenance costs, unanticipated changes in the property's condition over time, changes in legal requirements, and any discrepancies between the forecast and actual capital works fund balances. Regular updates also create peace of mind and assist the Owners Corporation to manage the risk of litigation from individual owners (current and future) for breaches of its duty to maintain the common property by providing reasonable, up-to-date estimates of the cost of necessary maintenance work and repairs.

Key Report Data Levies Summary – First Financial Year

Levy Per Unit Entitlement (Total capital works fund levy divided by unit entitlements)	\$0.95
Total Unit Entitlements	100000
Total Capital Works Fund Levy	\$95,000.00

The data used to arrive at the above figures is in the attached report. It is designed for ease of reading. For your convenience here is your Report Index:

Report Index	Page No.
Owners Report Summary	Section 1
Building Details and Report Inputs Page	2
15 Year Cash Flow Tracking & Graph	3
Report Detail	Section 2
15 Year Anticipated Expenditure Table	4
Building Data List from Property Inspection	8
Inspector's Building Report & Building Specific Report Notes	16
Report Notes	18

All services provided by Solutions in Engineering are supplied on the basis of our 'Supply Terms and Conditions' which are available from our Office and from our website www.solutionsinengineering.com

If you have any questions regarding your report or need our specialised services in Professional Safety Reports, Insurance Valuations, Maintenance Reports, Asbestos Audits or Balustrade Testing call us on 1300 136 036 or email enquiry@solutionsinengineering.com.

Yours sincerely,



The Team at Solutions in Engineering

Building Details & Report Inputs

Supplied information

Building Name	Lucca Apartments
Building Address	19-25 Grovsvenor Street Neutral Bay NSW 2089
Strata Plan (SP) No	82955
Plan Type	Strata Plan
Registered Plan Date/Year of Construction	2009
Number of Unit Entitlements	100000
Number of Units	49
Estimated Starting Capital Works Fund Balance	\$254,617
Starting date of Financial Year for Report	1/01/2020
GST Status	Not Registered for GST
Current Capital Works Fund Levy per Lot Entitlement	\$0.95

Report assumptions & information

Assumed Interest Rate on invested funds (For funds over \$10,000)	2.10%
Company Taxation Rate	30.00%
Interest on Invested Funds - Based on Assumed Interest Rate minus Company Taxation Rate. Calculated only on capital works fund balances over \$10,000.	1.47%
Contingency Allowance - For minor and/or unforeseen expenses	11%
Assumed Rate of Inflation for Building Maintenance Costs - Based on average annual building cost increase between 2002 and 2012	2.40%
Forecast Period - Number of years the plan looks out.	15 years

15 Year Levy Table

Year	Year To	Total Contribution	Contribution per Unit Entitlement	Quarterly Contribution
1	31/12/2020	95,000.00	0.95	0.24
2	31/12/2021	97,280.00	0.97	0.24
3	31/12/2022	99,614.72	1.00	0.25
4	31/12/2023	102,005.47	1.02	0.26
5	31/12/2024	104,453.60	1.04	0.26
6	31/12/2025	106,960.49	1.07	0.27
7	31/12/2026	109,527.54	1.10	0.28
8	31/12/2027	112,156.20	1.12	0.28
9	31/12/2028	114,847.95	1.15	0.29
10	31/12/2029	117,604.30	1.18	0.30
11	31/12/2030	120,426.80	1.20	0.30
12	31/12/2031	123,317.04	1.23	0.31
13	31/12/2032	126,276.65	1.26	0.32
14	31/12/2033	129,307.29	1.29	0.32
15	31/12/2034	132,410.66	1.32	0.33

15 Year Cash Flow Tracking Sheet

The table below shows the cash flow starting with the anticipated 'Opening Balance' at the start of the first financial year which you provided to us. We then add the 'Total Levy Contributions' for the year and any 'Interest' on balances greater than \$10,000. Any 'Anticipated Expenses' are then allowed for leaving a 'Closing Balance' for the year which in turn becomes the 'Opening Balance' for the following year. In summary:

Opening Balance + Total Levy Contributions + Interest – Anticipated Expenses = Closing Balance

Year	Year To	Opening Balance	Total Levy Contributions	Interest	Anticipated Expenses	Closing Balance
1	31/12/2020	254,617.00	95,000.00	3,868.67	77,884.00	275,601.67
2	31/12/2021	275,601.67	97,280.00	4,597.99	22,907.00	354,572.66
3	31/12/2022	354,572.66	99,614.72	5,888.03	7,667.00	452,408.41
4	31/12/2023	452,408.41	102,005.47	6,519.94	119,756.00	441,177.82
5	31/12/2024	441,177.82	104,453.60	7,055.91	26,821.00	525,866.33
6	31/12/2025	525,866.33	106,960.49	8,165.54	47,736.00	593,256.36
7	31/12/2026	593,256.36	109,527.54	9,412.63	15,411.00	696,785.53
8	31/12/2027	696,785.53	112,156.20	10,889.71	24,134.00	795,697.44
9	31/12/2028	795,697.44	114,847.95	11,604.12	127,451.00	794,698.51
10	31/12/2029	794,698.51	117,604.30	10,280.81	308,251.00	614,332.62
11	31/12/2030	614,332.62	120,426.80	9,809.05	14,528.00	730,040.47
12	31/12/2031	730,040.47	123,317.04	11,417.46	30,002.00	834,772.97
13	31/12/2032	834,772.97	126,276.65	13,127.86	9,719.00	964,458.48
14	31/12/2033	964,458.48	129,307.29	14,303.35	112,190.00	995,879.12
15	31/12/2034	995,879.12	132,410.66	15,446.13	22,655.00	1,121,080.91

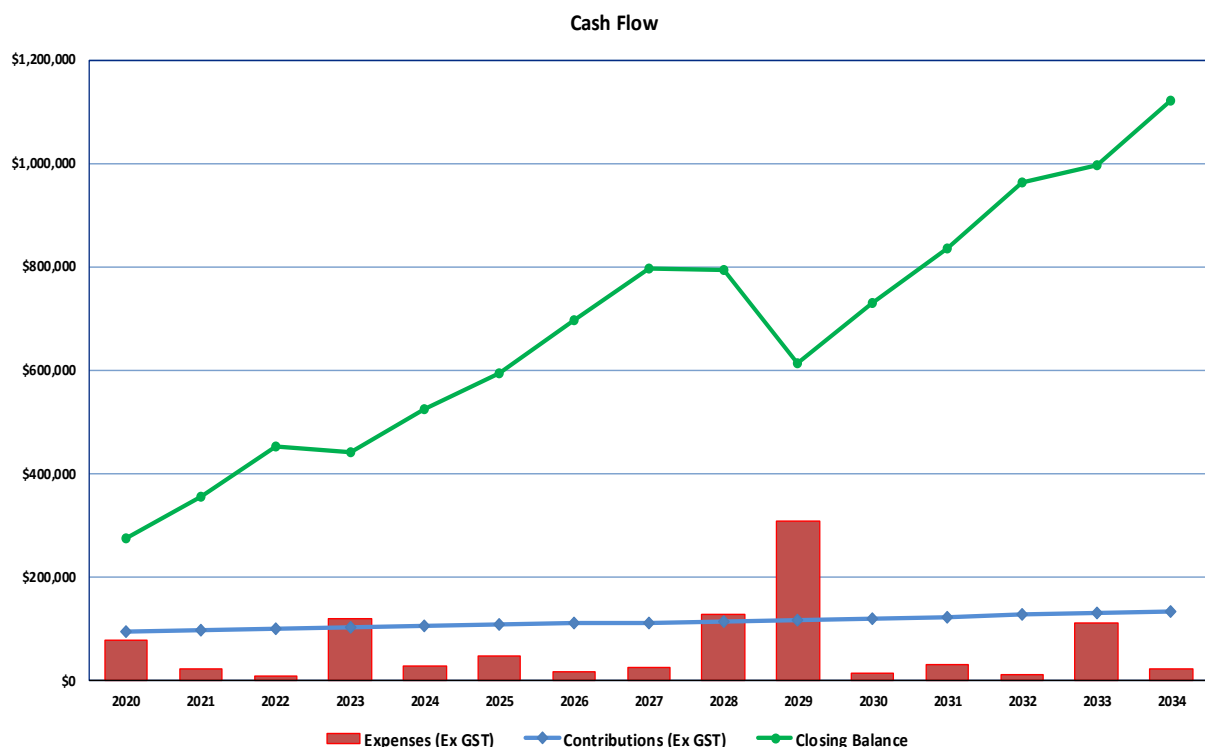
15 Year Cash Flow Graph

The graph below tracks the 'Contributions' (the amount collected in levies), the projected 'Closing balance' of the capital works fund and the likely 'Expenses' for each year of this plan. The three lines in the graph are:

Contributions line - Total capital works fund contributions per year.

Expenses line – Total anticipated expenses in each year.

Closing balance line – Shows the amount left in the fund bank account at the end of the year after all anticipated expenses have been allowed for.



Anticipated Expenditures Table Year 1 - 15

This table shows when expenses will occur in the next 15 years. From left to right the columns are:-

‘Expenditure Items’ - lists the different areas and items of expenditure.

‘Current Cost’ - shows the current maintenance expenditure costs in today's dollars.

‘Year 1’ to ‘Year 15’ - shows the costs in the year in which they occur including the 'Assumed Rate of Inflation' compounded annually until the cost is due.

At the bottom on each column there are three lines. Firstly, a **‘Grand Total (Inc. GST)’** followed by a line calculating the **‘Contingency Allowance (Inc. GST)’** for unforeseen and minor expenses and finally **‘Total Expenses (Inc. GST)’** for that year. Please note: This page rounds figures to the nearest whole dollar.

Expenditure Item	Current Cost	Year 1 (2020)	Year 2 (2021)	Year 3 (2022)	Year 4 (2023)	Year 5 (2024)	Year 6 (2025)	Year 7 (2026)	Year 8 (2027)	Year 9 (2028)	Year 10 (2029)	Year 11 (2030)	Year 12 (2031)	Year 13 (2032)	Year 14 (2033)	Year 15 (2034)
1. Building exterior																
Maintain balustrades (total: 249 Lm) – 10%	2,903	-	-	-	3,117	-	-	-	-	-	-	-	3,768	-	-	-
Provision to waterproof and maintain balcony floor tiles (total: 722 m2) - 15%	53,460	-	-	-	57,402	-	-	-	-	-	-	-	-	-	72,766	-
Sub Total (Incl. GST)		0	0	0	60,519	0	0	0	0	0	0	0	3,768	0	72,766	0
2. Roof																
Maintain membrane (total: 942 m2) - 20%	23,096	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Replace membrane and re-instate ballast	206,957	-	-	-	-	-	-	-	-	-	256,200	-	-	-	-	-
Sub Total (Incl. GST)		0	0	0	0	0	0	0	0	0	256,200	0	0	0	0	0
3. Main foyer																
Repaint internal walls, ceilings and doors - as per budget	48,000	48,000	-	-	-	-	-	-	-	58,028	-	-	-	-	-	-
Repaint ceilings	0	0	-	-	-	-	-	-	-	0	-	-	-	-	-	-
Repaint walls	0	0	-	-	-	-	-	-	-	0	-	-	-	-	-	-
Repaint door face – one side including architraves	0	0	-	-	-	-	-	-	-	0	-	-	-	-	-	-
Maintain glass / aluminium doors	1,032	1,032	-	1,082	-	1,135	-	1,190	-	1,248	-	1,308	-	1,372	-	1,438
Maintain timber panel feature walls	1,200	-	-	-	-	-	-	-	-	1,451	-	-	-	-	-	-
Maintain wall tiles / marble (total: 51 m2) – 5%	477	-	-	-	512	-	-	-	-	-	-	-	-	-	-	-
Maintain floor tiles (total: 104 m2) – 5%	838	-	-	-	900	-	-	-	-	-	-	-	-	-	-	-
Provision to replace slim mirrors (total: 11) - 20%	529	-	-	-	-	-	-	-	-	640	-	-	-	-	-	-
Provision to replace large mirrors	2,600	-	-	-	-	-	-	-	-	-	-	-	-	-	-	3,624
Sub Total (Incl. GST)		49,032	0	1,082	1,412	1,135	0	1,190	0	61,367	0	1,308	0	1,372	0	5,062

Expenditure Item	Current Cost	Year 1 (2020)	Year 2 (2021)	Year 3 (2022)	Year 4 (2023)	Year 5 (2024)	Year 6 (2025)	Year 7 (2026)	Year 8 (2027)	Year 9 (2028)	Year 10 (2029)	Year 11 (2030)	Year 12 (2031)	Year 13 (2032)	Year 14 (2033)	Year 15 (2034)
4. Lobbies and hallways																
Repaint ceilings	0	0	-	-	-	-	-	-	-	0	-	-	-	-	-	-
Repaint walls	0	0	-	-	-	-	-	-	-	0	-	-	-	-	-	-
Repaint door face – one side including architraves	0	0	-	-	-	-	-	-	-	0	-	-	-	-	-	-
Replace carpet	22,512	-	-	-	-	-	25,346	-	-	-	-	-	-	-	-	-
Sub Total (Incl. GST)		0	0	0	0	0	25,346	0	0	0	0	0	0	0	0	0
5. Service corridors / cleaner's room																
Maintain suspended ceilings (total: 105 m2) - 10%	523	-	536	-	-	-	-	-	-	-	647	-	-	-	-	-
Repaint walls	7,470	7,470	-	-	-	-	-	-	-	9,031	-	-	-	-	-	-
Repaint door face – one side including architraves	2,629	2,629	-	-	-	-	-	-	-	3,178	-	-	-	-	-	-
Repaint floor	3,486	3,486	-	3,655	-	3,833	-	4,019	-	4,214	-	4,419	-	4,634	-	4,859
Repaint handrails	2,059	2,059	-	-	-	-	-	-	-	2,489	-	-	-	-	-	-
Maintain handrails (total: 42 Lm) - 5%	558	558	-	-	-	-	628	-	-	-	-	707	-	-	-	-
Sub Total (Incl. GST)		16,202	536	3,655	0	3,833	628	4,019	0	18,912	647	5,126	0	4,634	0	4,859
6. Trade toilet / bathrooms / change rooms																
Repaint ceilings	665	-	681	-	-	-	-	-	-	-	823	-	-	-	-	-
Repaint walls	653	-	669	-	-	-	-	-	-	-	808	-	-	-	-	-
Repaint door face – one side including architraves	404	-	414	-	-	-	-	-	-	-	500	-	-	-	-	-
Maintain wall tiles (total: 91 m2) – 20%	2,863	2,863	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Maintain floor tiles (total: 28 m2) – 10%	503	-	-	-	540	-	-	-	-	-	-	-	-	-	-	-
Replace commercial hand-dryers	2,392	-	2,449	-	-	-	-	-	-	-	-	-	-	-	3,256	-
Replace mirrors	1,059	-	-	-	-	-	-	-	-	1,280	-	-	-	-	-	-
Sub Total (Incl. GST)		2,863	4,213	0	540	0	0	0	0	1,280	2,131	0	0	0	3,256	0

Expenditure Item	Current Cost	Year 1 (2020)	Year 2 (2021)	Year 3 (2022)	Year 4 (2023)	Year 5 (2024)	Year 6 (2025)	Year 7 (2026)	Year 8 (2027)	Year 9 (2028)	Year 10 (2029)	Year 11 (2030)	Year 12 (2031)	Year 13 (2032)	Year 14 (2033)	Year 15 (2034)
7. Vehicle accessways																
Repaint line marking	2,520	-	-	-	2,706	-	-	-	-	3,046	-	-	-	-	3,430	-
Replace wheel stops (total: 40)	474	-	-	-	-	-	-	-	560	-	-	-	-	-	-	-
Maintain stormwater drains	2,428	-	-	-	-	-	-	-	2,866	-	-	-	-	-	-	-
Replace security gate	4,371	-	-	-	-	-	-	-	-	5,284	-	-	-	-	-	-
Maintain gate and motor	528	-	541	-	567	-	594	-	623	-	654	-	685	-	719	-
Replace electric gate motor	2,604	-	-	-	-	-	-	-	-	3,148	-	-	-	-	-	-
Repaint walls and columns	4,545	-	-	-	-	-	-	5,240	-	-	-	-	-	-	-	6,335
Repaint door face – one side including architraves	708	-	-	-	-	-	-	816	-	-	-	-	-	-	-	987
Repaint bollards	203	-	-	-	-	-	-	234	-	-	-	-	-	-	-	283
Replace extraction fan motor	1,870	-	-	-	-	-	-	-	-	2,261	-	-	-	-	-	-
Maintain extraction fans	277	-	284	-	297	-	312	-	327	-	343	-	360	-	377	-
Maintain extraction ducting	369	-	-	-	396	-	-	-	-	446	-	-	-	-	502	-
Maintain sump pumps	653	-	669	-	701	-	735	-	771	-	808	-	848	-	889	-
Replace sump pumps (total: 2)	3,800	-	-	-	-	-	-	-	-	4,594	-	-	-	-	-	-
Sub Total (Incl. GST)		0	1,494	0	4,667	0	1,641	6,290	5,147	18,779	1,805	0	1,893	0	5,917	7,605
8. Fixtures and fittings																
Maintain letterboxes	388	-	397	-	-	427	-	-	458	-	-	492	-	-	528	-
General building maintenance and plumbing	11,083	-	11,349	-	11,900	-	12,478	-	13,084	-	13,720	-	14,387	-	15,085	-
Sub Total (Incl. GST)		0	11,746	0	11,900	427	12,478	0	13,542	0	13,720	492	14,387	0	15,613	0
9. Plant - water																
Provision to replace Raypack hot water system – small	24,282	-	-	-	26,073	-	-	-	-	-	-	-	-	-	-	-
Replace Raypack storage tank – 340L	2,792	-	-	-	-	-	-	-	-	-	-	3,539	-	-	-	-
Replace Raypack storage tank – 340L	2,792	-	-	-	-	-	-	-	-	-	-	-	3,624	-	-	-
Sub Total (Incl. GST)		0	0	0	26,073	0	0	0	0	0	0	3,539	3,624	0	0	0
10. Lift																
Replace high-rise lift - geared, variable speed - Lift 1	279,756	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Replace high-rise lift - geared, variable speed - Lift 2	279,756	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Replace high-rise lift - geared, variable speed - Lift 3	279,756	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Sub Total (Incl. GST)		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Expenditure Item	Current Cost	Year 1 (2020)	Year 2 (2021)	Year 3 (2022)	Year 4 (2023)	Year 5 (2024)	Year 6 (2025)	Year 7 (2026)	Year 8 (2027)	Year 9 (2028)	Year 10 (2029)	Year 11 (2030)	Year 12 (2031)	Year 13 (2032)	Year 14 (2033)	Year 15 (2034)
11. Garbage refuse / bin room																
Repaint ceilings	0	0	-	-	-	-	-	-	-	0	-	-	-	-	-	-
Repaint walls	0	0	-	-	-	-	-	-	-	0	-	-	-	-	-	-
Repaint doors - both sides including architraves	0	0	-	-	-	-	-	-	-	0	-	-	-	-	-	-
Replace liquid membrane floor	2,845	-	-	-	-	-	-	-	-	3,439	-	-	-	-	-	-
Maintain / repair garbage chute	1,612	-	-	-	-	-	-	-	-	1,949	-	-	-	-	-	-
Sub Total (Incl. GST)		0	0	0	0	0	0	0	0	5,388	0	0	0	0	0	0
12. Intercom and security systems																
Maintain security access intercom	2,586	-	2,648	-	2,777	-	2,912	-	3,053	-	3,201	-	3,357	-	3,520	-
Provision to upgrade security system	15,000	-	-	-	-	16,493	-	-	-	-	-	-	-	-	-	-
Sub Total (Incl. GST)		0	2,648	0	2,777	16,493	2,912	0	3,053	0	3,201	0	3,357	0	3,520	0
13. MATV																
Replace MATV equipment	454	-	-	-	-	-	-	-	-	549	-	-	-	-	-	-
Maintain MATV equipment - per unit allowance	2,069	2,069	-	2,170	-	2,275	-	2,385	-	2,501	-	2,623	-	2,750	-	2,884
Sub Total (Incl. GST)		2,069	0	2,170	0	2,275	0	2,385	0	3,050	0	2,623	0	2,750	0	2,884
14. Landscaping																
Provision towards landscaping / garden upgrade	5,000	-	-	-	-	-	-	-	-	6,045	-	-	-	-	-	-
Sub Total (Incl. GST)		0	0	0	0	0	0	0	0	6,045	0	0	0	0	0	0
Grand Total (Incl. GST)		70,166	20,637	6,907	107,888	24,163	43,005	13,884	21,742	114,821	277,704	13,088	27,029	8,756	101,072	20,410
Contingency Allowance (Incl. GST)		7,718	2,270	760	11,868	2,658	4,731	1,527	2,392	12,630	30,547	1,440	2,973	963	11,118	2,245
Grand Total Expenses (Incl. Contingency Allowance and GST)		77,884	22,907	7,667	119,756	26,821	47,736	15,411	24,134	127,451	308,251	14,528	30,002	9,719	112,190	22,655

Building Data List from the Property Inspection for Lucca Apartments

This table has all the data collected by the building inspector while inspecting the complex. The columns from left to right are:-

'Items' – identifies and describes the maintenance item

'Qty' – lets you know the total quantity of that item

'Unit' – is the unit rate used to measure the quantity

'Rate' – is the cost of each unit in dollars

'Value' – is the quantity (Qty) multiplied by the Rate (\$)

'Next Due' - is the remaining life in years until an item needs money spent on it.

'Total Life' - is the total life the item after it is replaced, repaired or repainted.





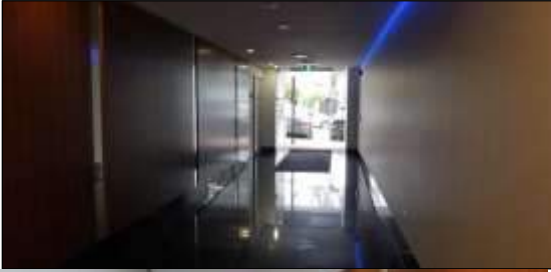


'Comments' – details any useful explanatory notes for the item.


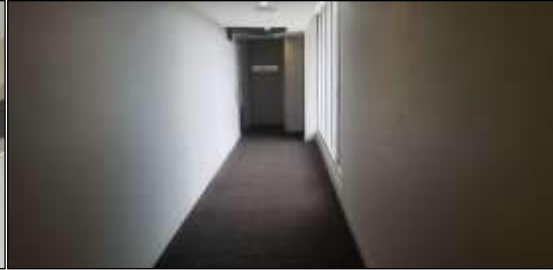





Items	Qty	Unit	Rate (\$)	Value (\$)	Next Due	Total Life	Comments
1. Building exterior							
Maintain balustrades (total: 249 Lm) – 10%	25	Lm	116.11	2,903.00	4	8	Repair as required
Provision to waterproof and maintain balcony floor tiles (total: 722 m2) - 15%	108	m2	495.00	53,460.00	4	10	Waterproof and maintain as required
2. Roof							
Maintain membrane (total: 942 m2) - 20%	188	m2	122.85	23,096.00	20	10	Repair as required
Replace membrane and re-instate ballast	942	m2	219.70	206,957.00	10	20	Replace as required
3. Main foyer							
Repaint internal walls, ceilings and doors - as per budget	1	Item	48,000.00	48,000.00	1	8	Ongoing painting program
Repaint ceilings	104	m2	0.00	0.00	1	8	Included in Budgeted Cost
Repaint walls	116	m2	0.00	0.00	1	8	Included in Budgeted Cost
Repaint door face – one side including architraves	8	Ea	0.00	0.00	1	8	Included in Budgeted Cost
Maintain glass / aluminium doors	1	Item	1,031.97	1,032.00	1	2	Repair as required
Maintain timber panel feature walls	80	m2	15.00	1,200.00	9	10	Repair as required
Maintain wall tiles / marble (total: 51 m2) – 5%	3	m2	159.04	477.00	4	15	Replace as required
Maintain floor tiles (total: 104 m2) – 5%	5	m2	167.54	838.00	4	15	Replace as required
Provision to replace slim mirrors (total: 11) - 20%	2	Ea	264.67	529.00	9	10	Replace as required
Provision to replace large mirrors	2	Ea	1,300.00	2,600.00	15	20	Replace as required
4. Lobbies and hallways							
Repaint ceilings	254	m2	0.00	0.00	1	8	Included in Budgeted Cost
Repaint walls	766	m2	0.00	0.00	1	8	Included in Budgeted Cost
Repaint door face – one side including architraves	103	Ea	0.00	0.00	1	8	Included in Budgeted Cost
Replace carpet	254	m2	88.63	22,512.00	6	12	Replace as required
5. Service corridors / cleaner's room							
Maintain suspended ceilings (total: 105 m2) - 10%	11	m2	47.52	523.00	2	8	Ongoing painting program
Repaint walls	332	m2	22.50	7,470.00	1	8	Ongoing painting program
Repaint door face – one side including architraves	26	Ea	101.11	2,629.00	1	8	Ongoing painting program
Repaint floor	105	m2	33.20	3,486.00	1	2	
Repaint handrails	42	Lm	49.03	2,059.00	1	8	Ongoing painting program
Maintain handrails (total: 42 Lm) - 5%	2	Lm	279.24	558.00	1	5	Replace as required


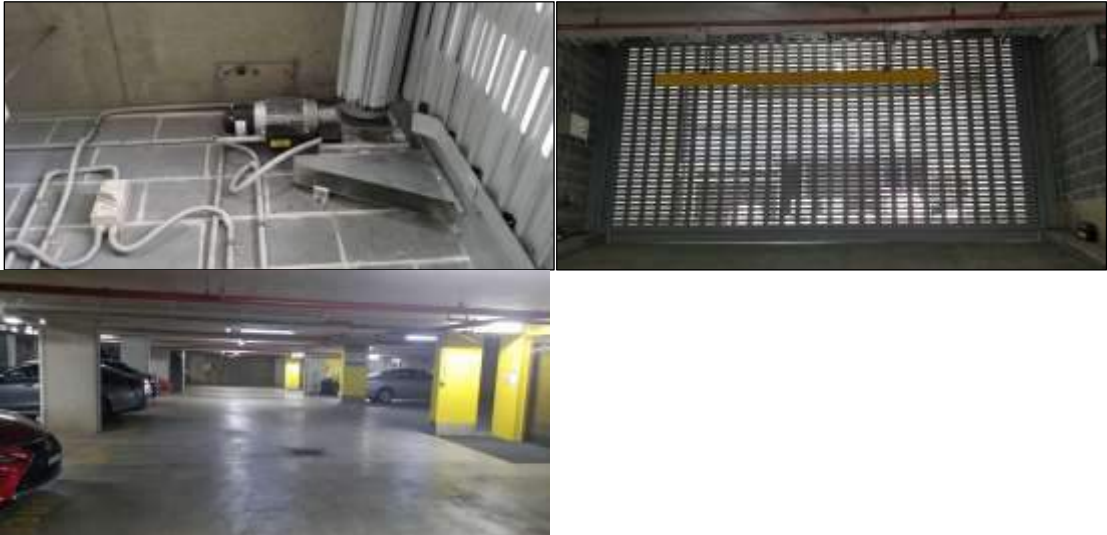
Items	Qty	Unit	Rate (\$)	Value (\$)	Next Due	Total Life	Comments
6. Trade toilet / bathrooms / change rooms							
Repaint ceilings	28	m2	23.76	665.00	2	8	Ongoing painting program
Repaint walls	29	m2	22.50	653.00	2	8	Ongoing painting program
Repaint door face – one side including architraves	4	Ea	101.11	404.00	2	8	Ongoing painting program
Maintain wall tiles (total: 91 m2) – 20%	18	m2	159.04	2,863.00	1	15	Male bathroom tiles damaged
Maintain floor tiles (total: 28 m2) – 10%	3	m2	167.54	503.00	4	15	Replace as required
Replace commercial hand-dryers	2	Ea	1,195.88	2,392.00	2	12	Replace as required
Replace mirrors	2	Ea	529.34	1,059.00	9	10	Replace as required
7. Vehicle accessways							
Repaint line marking	336	Lm	7.50	2,520.00	4	5	Repaint as required
Replace wheel stops (total: 40)	2	Ea	236.75	474.00	8	10	Replace as required
Maintain stormwater drains	1	Item	2,428.18	2,428.00	8	10	Ongoing maintenance program
Replace security gate	1	Item	4,370.72	4,371.00	9	20	Replace as required
Maintain gate and motor	1	Item	527.75	528.00	2	2	Replace as required
Replace electric gate motor	1	Ea	2,604.22	2,604.00	9	10	Replace as required
Repaint walls and columns	202	m2	22.50	4,545.00	7	8	Ongoing painting program
Repaint door face – one side including architraves	7	Ea	101.11	708.00	7	8	Ongoing painting program
Repaint bollards	10	Ea	20.25	203.00	7	8	Ongoing painting program
Replace extraction fan motor	1	Ea	1,869.70	1,870.00	9	10	Replace as required
Maintain extraction fans	1	Ea	276.82	277.00	2	2	Replace as required
Maintain extraction ducting	1	Item	369.43	369.00	4	5	Repair as required
Maintain sump pumps	2	Ea	326.59	653.00	2	2	Repair as required
Replace sump pumps (total: 2)	2	Ea	1,899.90	3,800.00	9	10	Replace as required
8. Fixtures and fittings							
Maintain letterboxes	1	Item	388.42	388.00	2	3	Maintain/ repair as required
General building maintenance and plumbing	1	Item	11,082.75	11,083.00	2	2	Fund for future building maintenance works
9. Plant - water							
Provision to replace Raypack hot water system – small	2	Ea	12,140.89	24,282.00	4	15	Replace as required
Replace Raypack storage tank – 340L	1	Ea	2,792.41	2,792.00	11	15	Replace as required / Unit replaced 2016
Replace Raypack storage tank – 340L	1	Ea	2,792.41	2,792.00	12	15	Replace as required / Unit replaced 2017
10. Lift							
Replace high-rise lift - geared, variable speed - Lift 1	1	Ea	279,755.55	279,756.00	19	30	This is an estimate only - lifts need to be individually inspected by a licensed contractor to provide an accurate quote.
Replace high-rise lift - geared, variable speed - Lift 2	1	Ea	279,755.55	279,756.00	19	30	This is an estimate only - lifts need to be individually inspected by a licensed contractor to provide an accurate quote.
Replace high-rise lift - geared, variable speed - Lift 3	1	Ea	279,755.55	279,756.00	19	30	This is an estimate only - lifts need to be individually inspected by a licensed contractor to provide an accurate quote.





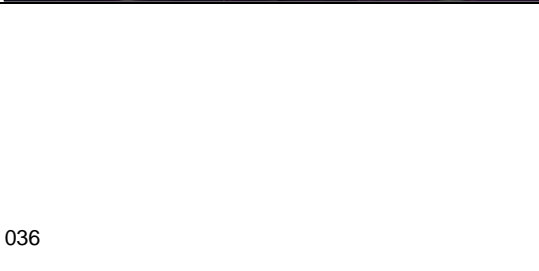
Items	Qty	Unit	Rate (\$)	Value (\$)	Next Due	Total Life	Comments
11. Garbage refuse / bin room							
Repaint ceilings	45	m2	0.00	0.00	1	8	Included in Budgeted Cost
Repaint walls	229	m2	0.00	0.00	1	8	Included in Budgeted Cost
Repaint doors - both sides including architraves	13	Ea	0.00	0.00	1	8	Included in Budgeted Cost
Replace liquid membrane floor	45	m2	63.23	2,845.00	9	10	Replace as required
Maintain / repair garbage chute	2	Item	805.87	1,612.00	9	10	Maintain / repair as required
12. Intercom and security systems							
Maintain security access intercom	49	Per unit	52.77	2,586.00	2	2	Ongoing maintenance program
Provision to upgrade security system	1	Item	15,000.00	15,000.00	5	15	Maintain / repair as required
13. MATV							
Replace MATV equipment	1	Item	453.86	454.00	9	10	Contingency allowance for technology upgrade
Maintain MATV equipment - per unit allowance	49	Ea	42.22	2,069.00	1	2	Bi-Annual maintenance allowance
14. Landscaping							
Provision towards landscaping / garden upgrade	1	Item	5,000.00	5,000.00	9	10	Fund for future gardening upgrades

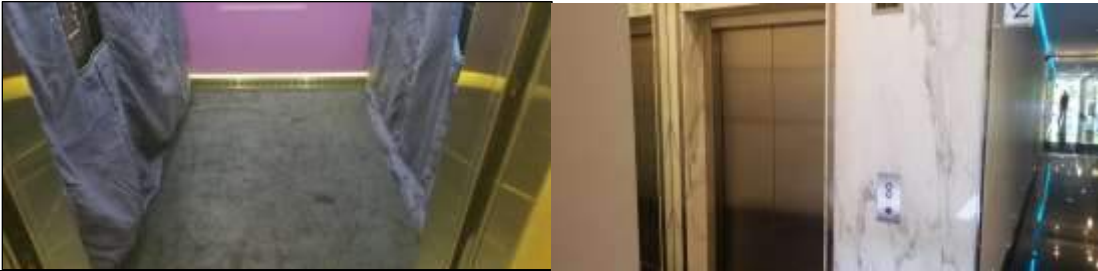


BUILDING PHOTOS

Item Group	Photo	
Building exterior		
		
Main foyer		
		

Item Group	Photo	
Lobbies and hallways		
		
Service corridors / cleaner's room		
		

Item Group	Photo
Trade toilet / bathrooms / change rooms	 Three photographs showing trade toilet facilities. The top left photo shows a white sink with a mirror and a paper towel dispenser. The top right photo shows a shower stall with a glass door and metal frame. The bottom photo shows a door with a handle and a small sign.
Vehicle accessways	 Three photographs showing vehicle accessways. The top left photo is a close-up of a vehicle's rear, showing a license plate and taillight. The top right photo shows a view through a metal grate, possibly a security screen. The bottom photo shows a view of a parking garage with several cars parked and yellow pillars.

Item Group	Photo	
Fixtures and fittings		
Plant - water	 	
Lift	 	

Item Group	Photo
	
Garbage refuse / bin room	
Intercom and security systems	

Inspector's Report for Lucca Apartments

1. We have recommended that the balance of the Capital Works be allowed to increase over the length of this report, leading to a significant balance in the later years. It is necessary to allow a larger balance over time to offset the effects of inflation on building material and labour costs and to ensure that adequate funds are available to provide for major works, which frequently become necessary as the building ages but which cannot be reliably forecast this far in advance. Based on historical data and current trends, we anticipate that building construction and maintenance costs will increase by fifty percent every fifteen years. This recommendation will be reviewed each time this report is updated, in light of price levels and the state of the building at the time of each update.
2. The painting cost estimates are as accurate as possible. However, due to privacy considerations, access restrictions to some areas and the varied nature of the property, it is recommended that the Owners Corporation obtain quotes for painting work well in advance of when the work is to be carried out to allow for any shortfall or excess in funds.
3. Actual Painting quotations can vary to our Painting Cost Estimates due to colour selection changes (i.e.: changing from light to dark or dark to light that may require multiple coats). Often over product specification that includes either an impact membrane or 3 coat system can add up to 15-20% to the painting per square metre rate.
4. An allowance has been made for the cleaning and maintenance of the driveway. Cleaning may be carried out using high pressure water or a chemical wash, however the Owners Corporation should take care to abide by water-use restrictions when doing so.
5. The powder coated metalwork throughout the property may be subject to a manufacturer's warranty and, as such, the manufacturer's cleaning and maintenance recommendations should be followed to maximise the lifespan of the product.
6. As the property is in a salt air environment it is most important that the Owners Corporation closely monitor the state of repair of the building. Even limited exposure to salt air can shorten the effective lives of many items and can lead to unpredictable wear and tear on a wide range of surfaces and materials. Any signs of corrosion or deterioration should be assessed for repair as swiftly as possible, and repairs undertaken accordingly.
7. The National Broadband Network Company (NBN Co) has indicated that it will install access points (network termination units) in all units in multi-dwelling units at no charge. As such, no costs associated with the roll-out of the NBN have been included in this report.
8. An allowance for general building maintenance and repairs was added for future works.
9. Monies were budgeted for the maintenance and replacement of window parts on the complex.
10. The membrane on the roof needs regular maintenance and replacement over time which has been included in this report.
11. Money was allocated to the maintenance of driveway / carpark entry gates and the replacement of electric gate motors over time.
12. An allowance for plumbing and drainage maintenance was included for the complex.

13. Lift maintenance has been excluded in this report.

We assume the Owners Corporation has a maintenance contract to cover all lift maintenance issues and assume lift interior refurbishment is catered to in the maintenance contracts

A lift has a life of approximately 30 years, we have provisioned to replace the lift in year 19.

14. This property is subject to a BMC and the following items are excluded from this report as they are BMC responsibility:

- All fire equipment and fire stairs
- Building facades
- Domestic water, sewers and stormwater
- Mechanical services - fans and exhausts
- Electrical services and common lighting
- Telecommunications
- Car park security system
- Loading dock

Fire equipment repairs currently underway or recently WIP (Work in Progress) are excluded from this report.

Internal painting has commenced and is currently WIP - as per financial data provided.

The remedial repairs currently WIP are affecting internal areas and painting will re-commence when remedial works have been completed.

Internal painting budget is circa \$48,000 as per financial data provided.

Remedial waterproofing works conducted 2019 - cost \$26,930.00.

Site contact advised 3 x balconies underwent waterproofing remedial works in 2018.

15. We are advised the roof is sealed with a polyurethane type of membrane and covered with a ballast.

We assume the terraces and balcony floors are tiled.

We assume air conditioners are owner's responsibility.

Report Notes

Capital Works Fund Plan (NSW)

This forecast satisfies the current requirements of section 80 of the Strata Schemes Management Act 2015, which states:

80 Owners corporation to prepare 10-year capital works fund plan

- (1) *An owners corporation is to prepare a plan of anticipated major expenditure to be met from the capital works fund for a 10-year period commencing on the first annual general meeting of the owners corporation.*
- (2) *An owners corporation is to prepare a plan for each 10-year period following the 10-year period to which the first plan applied. The plan is to be prepared for the annual general meeting at which the period covered by the previous plan expires.*
- (3) *An owners corporation may, by resolution at a general meeting, review, revise or replace a 10-year plan prepared under this section and must review the plan at least once every 5 years.*
- (4) *A plan under this section is to include the following:*
 - (a) *details of proposed work or maintenance,*
 - (b) *the timing and anticipated costs of any proposed work,*
 - (c) *the source of funding for any proposed work,*
 - (d) *any other matter the owners corporation thinks fit,*
 - (e) *any other matter prescribed by the regulations for the purposes of this section.*
- (5) *A plan under this section is to be finalised by the end of the next annual general meeting of the owners corporation after the annual general meeting for which the plan is prepared.*
- (6) *An owners corporation may engage expert assistance in the preparation of a plan under this section.*
- (7) *An owners corporation is, so far as practicable (and subject to any adjustment under this section), to implement each plan prepared under this section.*

A Capital Works Fund is established pursuant to section 74 of the Strata Schemes Management Act 2015, which states:

74 Capital works fund

- (1) **Establishment of fund**
An owners corporation must establish a capital works fund.
- (2) **Amounts payable to fund**
An owners corporation must pay the following amounts into the capital works fund:
 - (a) *the contributions levied on, and paid by, owners for payment into the fund,*
 - (b) *any amounts paid to the owners corporation by way of discharge of insurance claims, unless paid into the administrative fund,*
 - (c) *any amounts paid to the owners corporation under Part 11,*
 - (d) *any amount received by the owners corporation that is not required or permitted to be paid into the administrative fund,*
 - (e) *the proceeds of any investment of the fund.*
- (3) *An owners corporation may also pay the following amounts into the capital works fund:*
 - (a) *any income of the owners corporation,*
 - (b) *any amount that may be, but is not required to be, paid into the fund under this Act.*
- (4) **Amounts payable from fund**
An owners corporation may pay money from its capital works fund only for the following purposes:
 - (a) *payments of the kind for which estimates have been made under section 79 (2),*
 - (b) *payments made in accordance with this Division on a distribution of a surplus in the fund,*
 - (c) *payments of amounts for the purposes of Part 11,*
 - (d) *the transfer of money to the administrative fund or to pay expenditure that should have been paid from the administrative fund.*
- (5) **Exemption**
An owners corporation for a strata scheme comprising 2 lots need not establish a capital works fund if:
 - (a) *the owners corporation so determines by unanimous resolution, and*
 - (b) *the buildings comprised in one of those lots are physically detached from the buildings comprised in the other lot, and*
 - (c) *no building or part of a building in the strata scheme is situated outside those lots.*

THIS REPORT DEALS WITH THE CAPITAL WORKS FUND PLAN.

Implementation - It is the responsibility of the Strata Committee and the Owners Corporation to implement this plan so far as is practicable.

Interaction with Capital Works Fund - The source of funding for all proposed work or maintenance is presumed to be the capital works fund. No allowance has been made for proposed work or maintenance that is funded by means other than the capital works fund.

Figures used and updates - The figures used in the forecast are typical for this type of building and normal usage. The Strata Committee has some flexibility to make minor adjustments to the timing of any proposed work. More major adjustments to the timing of work may require an ordinary resolution of the Strata Committee, or complete revision of the Plan. The purpose of this forecast is to ensure monies are available when required to cover foreseeable expenses.

Contingency - A contingency has been allowed for any unforeseen expenses. Please refer to the second page of the report.

Interest, Taxation and Inflation - The standard interest rate used by Solutions in Engineering is based on the Reserve Bank of Australia's (RBA) historical series for Cash Management and Online Savings Account interest rates for the past previous fifteen years. The company tax rate is applied to interest income unless Solutions in Engineering is advised that the Owners Corporation is exempt from tax on external income. The standard inflation rate used by Solutions in Engineering is based upon the entire RBA historical series for Construction, Manufacturing and Property Services inflation, commencing March 1999. While historical figures are not an accurate predictor of specific future outcomes, over the life of this report (fifteen years), interest rates and inflation should approach long-term averages. Changes in economic conditions may affect the accuracy of these figures. This report should be updated at regular intervals to ensure that any such changes are taken into account.

Administration Fund - Items of a recurrent nature that are covered by the administration budget such as maintenance contract for lifts, fire protection equipment, air conditioners, cleaning and gardening are not included. Neither are items of a minor recurrent nature with varying life spans such as light bulbs and exit light battery packs.

Items with Indefinite Lives - There is no allowance for replacement of items that, if properly maintained, should last indefinitely, (unless otherwise requested by the Strata Committee); for example: sanitary fittings and lift carriage interiors. This forecast deals only with estimating the timing of physical obsolescence.

Improvements - The Strata Committee may resolve to undertake improvements not related to normal maintenance. No allowance has been made for these items.

Defects - No allowance has been made for correction of defects resulting from faulty construction except where nominated in the report. The inspectors report summarises only issues observed during our inspection and is not a structural report.

Ongoing Maintenance Programs - The lives of some items overall may have been extended indefinitely due to the use of an ongoing maintenance program. When there is any doubt in our minds about how and when an item may need replacement or maintenance, we give control to the owners and the Strata Committee. With allowances for ongoing maintenance programs, allow funds to be available for maintenance, gradual replacement or in some cases accumulation of funds for total replacement in the long term. The lives of some items can vary considerably, especially with issues such as:

- ◆ Usage.
- ◆ Accidental damage to floor tiles, which may or may not be still available or in stock.
- ◆ Fences can be maintained and replaced gradually or all at once.
- ◆ Metal and Aluminium Balustrades can last anywhere between 10 and 50 years, depending on the original quality, coatings (painting) and maintenance.
- ◆ Concrete driveways that have been cracked but are still perfectly sound and serviceable.
- ◆ Pumps and Fans can last indefinitely or wear out relatively quickly. This often depends on the quality of internal construction and finish.

Safety - The inspection does not cover safety issues.

Lifts - Due to the many types of lift contracts covering varying parts and aspects of lift maintenance, no allowance is made unless instructed by the Strata Committee/Representative.

Fire Maintenance - We have assumed that the Fire Maintenance Contractor has covered the Fire Maintenance Items; no allowance is made unless instructed by the Strata Committee/Representative.

Window Safety Device - It is mandatory to install a safety device/ lock that restricts the opening of an openable window to less than 12.5cm. The device must be able to withstand a specific outward pushing force. All windows in

every apartment building above a certain height must comply. (Section 118 Strata Schemes Management Act 2015; section 30 Strata Schemes Management Regulation 2016). An allowance has been made for the installation of these devices. Contact our office should you require a quotation to install these devices.

Other Matters - Unless otherwise included, this report does not include matters that are not anticipated major expenditures to be met from the capital works fund.

Updates - The forecast is made with the best available data at this time. The forecast should be upgraded at regular intervals. We recommend a minimum of bi-annual updates.

Supply terms and conditions - All services provided by Solutions in Engineering are supplied on the basis of **Supply Terms and Conditions** which are available from our Office and from our website www.solutionsinengineering.com

Please read the information and the notes on the Inspector's report to gain the most from this report.