

# SydneyStrataReport

property strata inspections

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



## STRATA REPORT

Client	Infinity Property Group
Address of property	Unit 236/18 Lusty Street, Wolli Creek, NSW.
Lot	236
Strata Plan	SP 68235
Name of Strata Management Co.	Whelan Property Group
Telephone Number of Strata Agent	9219 4111
Report Date	14 December 2021

## General Information

Owner's Name	N. G. Oritz
Unit Entitlement.	37
Total Unit Entitlement.	10,000

## Levy Contributions

Administration Fund contribution.	\$1,174.40
Sinking Fund contribution.	\$397.20
Are There any Special Levies?	No on records presented.
Admin. Fund Balance Approx.	\$315,515.97
Sinking Fund Balance.	\$666,281.97

## Insurances

Building Insurance	Yes
Sum Insured	\$129,145,000.00
Insurance Company	CHU
Due Date	24 January 2022
Fire Safety Report ?	Yes
Certificate Date.	2021
Pet Friendly?	Owners corporation permission needed.

## Meetings

Annual General Meeting 7 March 2017	Administration Fund set at \$1,116,500.00 p.a. Capital Works Fund set at \$383,350.00 p.a.
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	<p>Building insurance continued, All other matters were meeting formalities and general maintenance as per the scan below, Strata Committee Meeting: Maintenance recorded was general in nature as per the scan of this meeting below. Meeting closed.</p>
<p>Annual General Meeting 27 February 2018</p>	<p>Administration Fund set at \$1,261,700.00 p.a. Capital Works Fund set at \$311,300.00 p.a. Building insurance continued, Motion 16: Keeping of animals bylaw passed, conditions are as per the attachment below. The intercom is to be replaced at a cost of \$190,000.00 All other matters were meeting formalities and general maintenance as per the scan below, Strata Committee Meeting: Maintenance recorded was general in nature as per the scan of this meeting below. Meeting closed.</p>
<p>Annual General Meeting 26 February 2019</p>	<p>Administration Fund set at \$1,265,000.00 p.a. Capital Works Fund set at \$389,993.00 p.a. Building insurance continued, All other matters were meeting formalities and general maintenance as per the scan below, Strata Committee Meeting: Maintenance recorded was general in nature as per the scan of this meeting below. Meeting closed.</p>
<p>Annual General Meeting 25 February 2020</p>	<p>Administration Fund set at \$1,249,600.00 p.a. Capital Works Fund set at \$431,200.00 p.a. Building insurance continued, All other matters were meeting formalities and general maintenance as per the scan below, Strata Committee Meeting: Maintenance recorded was general in nature as per the scan of this meeting below. Meeting closed.</p>
<p>Annual General Meeting 23 February 2021</p>	<p>Administration Fund set at \$1,266,100.00 p.a. Capital Works Fund set at \$429,396.00 p.a.</p>

	<p>Building insurance continued,  All other matters were meeting formalities and general maintenance as per the scan below,  Strata Committee Meeting:  Maintenance recorded was general in nature as per the scan of this meeting below.  Meeting closed.</p>
Other comments.	<p>This report is to be taken in context and in conjunction with the scans below.</p>

## Owner Ledger

Start Date: 01/12/2019

End Date: 31/12/2023

Owners: One only

Strata Plan 68345

Sorrento Apartments, 76-90 Bonar Street, WOLLI CREEK NSW 2205

Lot 236 Unit 236 Nora Gisela Ortiz

UE / AE: 37.00 / 10,000.00

### Levies

Levy no.	Due date	Frequency	Details	Admin Fund		Capital Works Fund		Interest paid	Discount	Levy type	Status	Group
				Due	Paid	Due	Paid					
			<b>Balance brought forward</b>	<b>0.00</b>		<b>0.00</b>						
1	01/12/2019	Quarterly	Quarterly Admin/Capital Works Levy	1,171.40	1,171.40	385.00	385.00	0.00	0.00%	Standard	Normal	None
2	01/03/2020	Quarterly	Quarterly Admin/Capital Works Levy	1,171.40	1,171.40	385.10	385.10	0.00	0.00%	Standard	Normal	None
3	01/06/2020	Quarterly	Quarterly Admin/Capital Works Levy	1,140.40	1,140.40	412.70	412.70	0.00	0.00%	Standard	Normal	None
4	01/09/2020	Quarterly	Quarterly Admin/Capital Works Levy	1,140.40	1,140.40	412.70	412.70	0.00	0.00%	Standard	Normal	None
5	01/12/2020	Quarterly	Quarterly Admin/Capital Works Levy	1,155.90	1,155.90	397.20	397.20	0.00	0.00%	Standard	Normal	None
6	01/03/2021	Quarterly	Quarterly Admin/Capital Works Levy	1,176.30	1,176.30	397.20	397.20	0.00	0.00%	Standard	Normal	None
7	01/06/2021	Quarterly	Quarterly Admin/Capital Works Levy	1,176.30	1,176.30	397.20	397.20	0.00	0.00%	Standard	Normal	None
8	01/09/2021	Quarterly	Quarterly Admin/Capital Works Levy	1,176.30	1,176.30	397.20	397.20	0.00	0.00%	Standard	Normal	None
9	01/12/2021	Quarterly	Quarterly Admin/Capital Works Levy	1,174.40	1,174.40	397.20	397.20	0.00	0.00%	Standard	Normal	None

Current position: Unallocated prepayments \$0.00

Levy arrears & owner invoices due \$0.00

Interest on levy arrears \$0.00

### Receipts

Date	Receipt no.	Subtype	Status	Source	Admin Fund		Capital Works Fund		Unallocated		Total amount	Cheque no.	Levy no.
					Paid	Interest	Paid	Interest	Paid				
06/12/2019	10253	Receipt	Banked		1,171.40	0.00	385.00	0.00	0.00		1,556.40		1
27/02/2020	10442	Receipt	Banked		1,171.40	0.00	385.10	0.00	0.00		1,556.50		2
28/05/2020	10698	Receipt	Banked		1,140.40	0.00	412.70	0.00	0.00		1,553.10		3
06/08/2020	10908	Receipt	Banked		1,140.40	0.00	412.70	0.00	0.00		1,553.10		4
10/11/2020	11199	Receipt	Banked		1,155.90	0.00	397.20	0.00	0.00		1,553.10		5

# Strata Plan 68345

Sorrento Apartments, 76-90 Bonar Street, WOLLI CREEK NSW 2205

Lot 236

Unit 236

Nora Gisela Ortiz

UE / AE: 37.00 / 10,000.00

01/03/2021	11513	Receipt	Banked	1,176.30	0.00	397.20	0.00	0.00	1,573.50	6
17/05/2021	11814	Receipt	Banked	1,176.30	0.00	397.20	0.00	0.00	1,573.50	7
03/08/2021	12081	Receipt	Banked	1,176.30	0.00	397.20	0.00	0.00	1,573.50	8
02/11/2021	12389	Receipt	Banked	1,174.40	0.00	397.20	0.00	0.00	1,571.60	9

## Balance Sheet

### As at 14/12/2021

Strata Plan 68345

Sorrento Apartments, 76-90 Bonar Street, WOLLI  
CREEK NSW 2205

#### Current period

#### Owners' funds

Owners Equity--Admin--O\Balance	29,861.64
Surplus/Deficit--Admin--Current	285,654.33
	315,515.97
Owners Equity--Capital--O\Balance	571,952.21
Surplus/Deficit--Capital--Current	94,329.76
	666,281.97
<b>Net owners' funds</b>	<b>\$981,797.94</b>

#### Represented by:

#### Assets

Cash at Bank	656,604.67
Investments	1,620,290.20
Receivable--Insurance Claims (A)	2,200.00
Receivable--Levies	78,092.49
Receivable--Other--Admin	2,288.50
Receivable--Owners	129.00
<b>Total assets</b>	<b>2,359,604.86</b>

#### Less liabilities

Creditor--GST	25,248.86
Prepaid Levies--Unallocated	3,465.81
<b>Total liabilities</b>	<b>28,714.67</b>

<b>Net assets</b>	<b>\$2,330,890.19</b>
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\* As the previous financial year has not been finalised, the current financial year reporting will not be accurate.

## Income & Expenditure Statement for the financial year-to-date 01/12/2021 to 14/12/2021

Strata Plan 68345

Sorrento Apartments, 76-90 Bonar Street, WOLLI  
CREEK NSW 2205

### Administrative Fund

	Current period 01/12/2021-14/12/2021	Previous year 01/12/2020-30/11/2021
<b>Revenue</b>		
Insurance Claims	0.00	2,468.00
Interest on Arrears--Admin	44.26	2,373.56
Key Deposits	0.00	3,000.00
Levies Due--Admin	288,549.88	1,151,034.75
Recovery--Legal Fees	0.00	160.00
Status Certificate Fees	109.00	1,656.00
Strata Roll Inspection Fees	0.00	667.00
<i>Total revenue</i>	288,703.14	1,161,359.31
<b>Less expenses</b>		
Admin--Accounting	0.00	855.20
Admin--Agent Disbursements	0.00	833.66
Admin--Agent Disburst--Additional Fees	0.00	6,746.22
Admin--Audit Services	0.00	1,850.00
Admin--Bank Charges	0.00	(15.00)
Admin--Bank Charges--Account Fees	0.00	10.00
Admin--Income Tax--Admin	0.00	924.00
Admin--Key Deposit Refunds	0.00	720.00
Admin--Legal & Debt Collection Fees	(32.73)	7,135.24
Admin--Management Fees--Standard	0.00	41,108.92
Admin--Other Expenses--Admin	0.00	1,785.56
Admin--Regist/License/Permit Fees	0.00	2,935.00
Admin--Status Certificate Fees Paid	0.00	1,656.00
Admin--Strata Inspection Fees Paid	0.00	667.00
Admin--Taxation Services	0.00	236.78
Admin--Telephone Charges	0.00	2,123.76
Bldg Mgt Serv-Fowkner (Peter/Murray)	0.00	290,994.79
Insurance--Building Valuation	0.00	350.00
Insurance--Premiums	0.00	134,952.87
Maint Bldg--Airconditioning--Repairs	0.00	1,300.00
Maint Bldg--Cleaning	0.00	945.73
Maint Bldg--Cleaning--Carpet/Furniture	0.00	318.18
Maint Bldg--Cooling Tower	0.00	400.00
Maint Bldg--Electrical	0.00	4,035.00
Maint Bldg--Exhaust/Ventilation Systems	0.00	30,820.00
Maint Bldg--Fire Prot--Serv & Repairs	0.00	3,947.50
Maint Bldg--Fire Protection--Contract	0.00	18,736.53
Maint Bldg--Fire Protection--Monitoring	0.00	1,980.00

**Administrative Fund**

	<b>Current period</b>	<b>Previous year</b>
	01/12/2021-14/12/2021	01/12/2020-30/11/2021
Maint Bldg--Garage Doors	0.00	402.50
Maint Bldg--Garbage Compactor	0.00	15,544.70
Maint Bldg--General Repairs	0.00	15,458.18
Maint Bldg--Gym\Sauna Service\Repair	0.00	3,044.56
Maint Bldg--Hot Water Service	0.00	200.00
Maint Bldg--Intercom/Sec.Access Control	0.00	1,589.65
Maint Bldg--Lift	0.00	55,648.86
Maint Bldg--Locks, Keys & Card Keys	0.00	755.45
Maint Bldg--Pest/Vermin Control	0.00	1,622.73
Maint Bldg--Plumbing & Drainage	0.00	12,927.00
Maint Bldg--Pumps	0.00	170.00
Maint Bldg--Recreation Facilities	0.00	(31.55)
Maint Bldg--Security Patrol	3,081.54	163,033.51
Maint Bldg--Security Surveillance Equip	0.00	180.00
Maint Bldg--Washroom Amenities	0.00	1,150.00
Maint Grounds--Pool Maintenance	0.00	962.00
Maint Grounds--Tree Lopping/Removal	0.00	2,500.00
Utility--Electricity	0.00	96,145.51
Utility--Gas	0.00	48,685.11
Utility--Water & Sewerage	0.00	136,469.89
<i>Total expenses</i>	<u>3,048.81</u>	<u>1,114,811.04</u>
<b>Surplus/Deficit</b>	<u>285,654.33</u>	<u>46,548.27</u>
Opening balance	76,409.91	29,861.64
<b>Closing balance</b>	<u><u>\$362,064.24</u></u>	<u><u>\$76,409.91</u></u>



**Capital Works Fund****Current period**

01/12/2021-14/12/2021

**Previous year**

01/12/2020-30/11/2021

**Revenue**

Insurance claims--Capital	0.00	1,255,649.16
Interest on Arrears--Capital	14.94	808.02
Interest on Investments--Capital	13.98	3,307.86
Levies Due--Capital	97,600.84	390,391.97
<i>Total revenue</i>	<u>97,629.76</u>	<u>1,650,157.01</u>

**Less expenses**

Capital--Legal Fees	0.00	1,792.50
Maint Bldg--Consultants	0.00	7,145.00
Maint Bldg--Cooling Tower	0.00	62,759.76
Maint Bldg--Doors & Windows	0.00	500.00
Maint Bldg--Electrical	0.00	7,940.36
Maint Bldg--Exhaust/Ventilation	0.00	17,450.00
Maint Bldg--Fire Protection	0.00	30,189.50
Maint Bldg--General Replacement	3,300.00	17,887.28
Maint Bldg--Intercom	0.00	1,941.28
Maint Bldg--Painting & Surface Finishes	0.00	7,239.09
Maint Bldg--Plumbing & Drainage	0.00	50,277.74
Maint Bldg--Pumps	0.00	6,868.19
Maint Bldg--Roof	0.00	126,822.33
Maint Bldg--Security Equipment	0.00	500.00
Maint Bldg--Structural Rectification	0.00	8,300.00
<i>Total expenses</i>	<u>3,300.00</u>	<u>347,613.03</u>

**Surplus/Deficit**

	<u>94,329.76</u>	<u>1,302,543.98</u>
Opening balance	1,874,496.19	571,952.21

**Closing balance**

	<u><u>\$1,968,825.95</u></u>	<u><u>\$1,874,496.19</u></u>
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Level 33, 101 Miller Street  
North Sydney NSW 2060

PO BOX 500, North Sydney NSW 2059

Phone: 1300 361 263  
Email: [info\\_nsw@chu.com.au](mailto:info_nsw@chu.com.au)

## Certificate of Currency

### CHU Residential Strata Insurance Plan

<b>Policy No</b>	HU0000024257
<b>Policy Wording</b>	CHU RESIDENTIAL STRATA INSURANCE PLAN
<b>Period of Insurance</b>	24/01/2021 to 24/01/2022 at 4:00pm
<b>The Insured</b>	68345, 68814, 69186 & 69506
<b>Situation</b>	76-90 BONAR STREET WOLLI CREEK NSW 2205

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#### Policies Selected

##### **Policy 1 – Insured Property**

Building: \$129,145,000  
Common Area Contents: \$1,291,450  
Loss of Rent & Temporary Accommodation (total payable): \$19,371,750

##### **Policy 2 – Liability to Others**

Sum Insured: \$30,000,000

##### **Policy 3 – Voluntary Workers**

Death: \$200,000  
Total Disablement: \$2,000 per week

##### **Policy 4 – Workers Compensation**

Not Available

##### **Policy 5 – Fidelity Guarantee**

Sum Insured: \$100,000

##### **Policy 6 – Office Bearers' Legal Liability**

Sum Insured: \$10,000,000

##### **Policy 7 – Machinery Breakdown**

Sum Insured: \$250,000

##### **Policy 8 – Catastrophe Insurance**

Sum Insured: \$19,371,750  
Extended Cover - Loss of Rent & Temporary Accommodation: \$2,905,762  
Escalation in Cost of Temporary Accommodation: \$968,587



Cost of Removal, Storage and Evacuation: \$968,587

**Policy 9 – Government Audit Costs and Legal Expenses**

Government Audit Costs: \$25,000

Appeal expenses – common property health & safety breaches: \$100,000

Legal Defence Expenses: \$50,000

**Policy 10 – Lot owners' fixtures and improvements (per lot)**

Sum Insured: \$250,000

**Flood Cover is excluded.**

**Flood Exclusion**

Despite anything contained elsewhere in Your Policy We will not pay for loss or damage caused by or arising directly or indirectly from Flood.

Flood means the covering of normally dry land by water that has escaped or been released from the normal confines of any of the following:

- a. a lake (whether or not it has been altered or modified);
- b. a river (whether or not it has been altered or modified);
- c. a creek (whether or not it has been altered or modified);
- d. another natural watercourse (whether or not it has been altered or modified);
- e. a reservoir;
- f. a canal;
- g. a dam.

Other than as set out above, the terms, conditions, exclusions and limitations contained in Your Policy remain unaltered.

**Notes**

Terms subject to survey if cover bound

Date Printed

08/02/2021

This certificate confirms this policy is in force for the Period of Insurance shown, subject to the policy terms, conditions and exclusions. It is a summary of cover only (for full details refer to the current policy wording and schedule). It does not alter, amend or extend the policy. This information is current only at the date of printing.



**WHELAN PROPERTY GROUP**  
STRATA MANAGEMENT SERVICES

**WHELAN PROPERTY GROUP**

ABN: 28 116 912 488  
PO BOX 75, STRAWBERRY HILLS NSW 2012  
277 PYRMONT STREET, ULTIMO NSW 2007  
T: 02 9219 4111 | F: 02 9281 9915  
E: strata@whelanproperty.com.au  
www.whelanproperty.com.au

**THE OWNERS, FIRST MORTGAGEES AND COVENANT CHARGEES OF LOTS IN  
STRATA PLAN 68345 | 80-90 BONAR STREET, WOLLI CREEK**

<b>MINUTES OF THE ANNUAL GENERAL MEETING OF THE OWNERS - STRATA PLAN NO. 68345</b>	
<b>Meeting Title</b>	Annual General Meeting
<b>Strata Plan Number</b>	68345
<b>Date &amp; Venue</b>	Tuesday, 7 March 2017 in the Recreation Centre, 80-90 Bonar Street, Wolli Creek
<b>Start Time</b>	06.30 PM- There was no quorum present within half-hour. The Chairperson declared the persons present in person or via proxy constitute a quorum in accordance with Schedule 1, Clause 17(4) (b) of the Strata Schemes Management Act 2015. The Meeting commenced and opened at 7.00 PM.
<b>Finish Time</b>	08:05 PM
<b>Present (in person or via proxy)</b>	Lots: 28; 29; 33; 100; 113 (Left 7:50 pm); 132; 133; 141; 158; 181; 182; & 208
<b>Apologies</b>	Lots: 105
<b>In Attendance</b>	Whelan Property Group: Andrew Uchino
<b>Chairperson</b>	Andrew Uchino (By invitation)

**1.0 PREVIOUS MINUTES**

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

**2.0 KEY FINANCIAL INFORMATION**

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

**3.0 APPOINTMENT OF AN AUDITOR**

**RESOLVED:** That the Owners Corporation appoint an Auditor for the financial period ending the 30 November 2017.

**4.0 BUDGET AND LEVIES**

**4.1 Administrative and Capital Work Funds**

**RESOLVED:** That pursuant to section 79(2) and 81 of the "Strata Schemes Management Act 2015" the Owners Corporation estimates the expected expenditure in both the Administration Fund and Capital Works Fund for the budget year 1 December 2016 to 30 November 2017 set out in the budget circulated with the agenda.



**WHELAN PROPERTY GROUP**  
STRATA MANAGEMENT SERVICES

#### 4.2 Levy Contributions

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

- Administrative Fund            \$1,116,500.00 GST Inclusive
- Capital Works Fund            \$ 383,350.00 GST Inclusive

This strata scheme is registered for GST.

Number	Levy Period	Year	Issued	Administration	Capital Works	Total
1	December	2016	Yes	\$264,000.00	\$111,000.00	\$375,000.00
2	March	2017	Yes	\$284,166.67	\$90,783.33	\$374,950.00
3	June	2017	No	\$284,166.67	\$90,783.33	\$374,950.00
4	September	2017	No	\$284,166.66	\$90,783.34	\$374,950.00
				<b>\$1,116,500.00</b>	<b>\$383,350.00</b>	<b>\$1,499,850.00</b>

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

**RESOLVED:** That the first levy instalment due in the next financial year **1 December 2017** be struck pursuant to section 81 of the Strata Schemes Management Act 2015 as follows:

- Administrative Fund            \$298,375.00 per quarter (GST Inclusive)
- Capital Works Fund            \$ 95,325.00 per quarter (GST Inclusive)

#### 4.4 Levy Notices

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

### 5.0 OVERDUE LEVY COLLECTION

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

### 6.0 PAYMENT PLANS

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



**WHELAN PROPERTY GROUP**  
STRATA MANAGEMENT SERVICES

#### **7.0 STRATA AGENT COMMISSIONS**

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

Insurance Commission	\$ 11,682.77
Training Commission	\$ Nil
All Other Commissions	\$ Nil

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

#### **8.0 INSURANCE CONFIRMATION**

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

#### **9.0 BUILDING VALUATION**

**NOT RESOLVED:** That Whelan Property Group Pty Limited is instructed to obtain a building valuation for insurance purposes and adjust the sum insured to reflect the valuation.

Last valuation undertaken 13 April 2016

#### **10.0 RENEWAL OF INSURANCES**

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

#### **11.0 STRATA COMMITTEE ELECTION**

**RESOLVED:** That the number of Strata Committee be set at eight (8) and those elected for the ensuing year are:

Lot	Elected Person
28	K. Gear
29	P. Warner
33	B. O'Hara
98	L. Daza-Pacheco
132	N. Lancaster
133	P. Monahan
168	Q. Yu
181	M. Duan



**WHELAN PROPERTY GROUP**  
STRATA MANAGEMENT SERVICES

**12.0 CAPITAL WORKS FUND FORECAST/WHS REPORT AND ASBESTOS REPORT**

**Motion:** That the Owners Corporation authorise and instruct Whelan Property Group Pty Limited to obtain the following:

- (a) Capital Works Fund Forecast/ Update

**NOT RESOLVED:** That the Owners Corporation reviews the Capital Works Fund 10 year plan.

- (b) Work Health & Safety Report

**NOT RESOLVED:** That a Work Health and Safety Report be obtained.

- (c) Asbestos Management Report

**RESOLVED:** That an Asbestos Management Report be obtained.

**13.0 RESTRICTED MATTERS**

**RESOLVED:** That the Owners Corporation determines the Strata Committee may spend up to \$30,000.00 for one expense item without the approval of the Owners Corporation in a General Meeting (Except in the case of an emergency and or Work Health & Safety Risk).

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

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

**15.0 ANNUAL FIRE SAFETY STATEMENT**

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



**WHELAN PROPERTY GROUP**  
STRATA MANAGEMENT SERVICES

## **16.0 SPECIAL BY-LAW | INSTALLATION OF CHILD WINDOW SAFETY DEVICES (SPECIAL RESOLUTION)**

**AMENDED AND RESOLVED:** The Owners Corporation **SPECIALLY RESOLVES** in accordance with section 141(2) of the *Strata Schemes Management Act 2015* to change the by-laws for the strata scheme by making an additional by-law in the following terms and to complete, affix the seal to and lodge in the office of the Registrar-General notification of the same manner contemplated by Section 141(2) (a) of the *Strata Schemes Management Act 2015*.

### **Installation of Child Window Safety Devices**

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

- 1.1** This by-law is made pursuant to Division 2 of Part 7 to the Act.
- 1.2** It is made for the purpose of the control, management, administration and use of the common property for the strata scheme.
- 1.3** Its principal purpose is to provide additional security and safety for the residents of the strata scheme by providing the owners corporation with the power to:
  - (a)** install Child Window Safety Devices; and
  - (b)** to impose conditions on the repair, maintenance and replacement of the Child Window Safety Devices.
- 1.4** The Child Window Safety Devices will be installed on any openable window where:
  - (a)** the lowest window edge is less than 1.7 metres above the inside floor surface of the Lot; and
  - (b)** when the drop from the internal floor surface level to the external surface beneath the window is two metres or more; or
  - (c)** any legislative requirement that amends or replaces sub-clauses 1.4(a) and/or (b).

#### **PART 2 - GRANT OF POWER**

- 2.1** Notwithstanding anything contained in any by-law applicable to the strata scheme, the owners corporation shall have the following additional powers, authorities, duties and functions to install a Child Window Safety Device on Non-compliant Windows.

#### **PART 3 - DEFINITIONS & INTERPRETATION**

##### **3.1 Definitions**

In this by-law, unless the context otherwise requires:

- (a)** Act means the Strata Schemes Management Act 2015
- (b)** Authority means any government, semi-government, statutory, public or other authority having any jurisdiction over the Lot or the Building including the local council.





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STRATA MANAGEMENT SERVICES

- (c)** Building means the building situated at 76-90 Bonar Street, Wolli Creek
- (d)** Child Window Safety Device means the installation of:
  - (i)** A device which allows a window to be locked with a maximum opening of 125mm;
  - (ii)** The installation of a security screen that is capable of resisting a lateral load of 250 newtons or more; or
  - (iii)** Any legislative requirement that amends or replaces sub-clauses 3.1(d)(i) and/or (ii), to Non-compliant Windows.
- (e)** Non-compliant Window means any openable window in the building where:
  - (i)** The lowest window edge is less than 1.7 metres above the inside floor surface of the Lot; and
  - (ii)** The drop from the internal floor surface level to the external surface beneath the window is two metres or more; or
  - (iii)** Any legislative requirement that amends or replaces sub-clauses 3.1(e)(i) and/or (ii).
- (f)** Lot means any individual lot in strata plan 68345
- (g)** Owner means owner of a Lot.

## **3.2 Interpretation**

### **3.2.1** In this by-law, unless the context otherwise requires:

- (a)** the singular includes the plural and vice versa;
- (b)** any gender includes the other genders;
- (c)** any terms in the by-law will have the same meaning as those defined in the Act;
- (d)** references to legislation include references to amending and replacing legislation; and
- (e)** where a term of the by-law is inconsistent with any by-law applicable to the strata scheme, then the provisions of the by-law shall prevail to the extent of the inconsistency.

## **PART 4 - INSTALLATION OF CHILD WINDOW SAFETY DEVICE**

- 4.1** The owners corporation shall install a Child Window Safety Device to every Non-compliant Window.
- 4.2** The owners corporation must abide by the by-laws applicable to the strata scheme and all directions, orders and requirements of any Authority relating to the erection of the installation of the Child Window Safety Devices and must be responsible to ensure that the respective servants, agents and contractors of the owners corporation comply with the said directions, orders and requirements.
- 4.3** The owners corporation must ensure that the provisions of the Building Code of Australia and Australian Standards are, so far as relevant, complied with.
- 4.4** The owners corporation must comply with the Home Building Act 1989 where relevant.
- 4.5** The installation of the Child Window Safety Device must be carried out in a proper and workmanlike manner.



- 4.6** The Child Window Safety Device must comprise materials that are good and suitable for the purpose for which they are used and must be new.
- 4.7** The owners corporation may, if it chooses to do so engage a third party contractor to perform the duties and functions of carrying out inspections, advising on work required and undertaking the installation of the Child Window Safety Device.
- 4.8** The owners corporation may meet by-law 4.1 by approving an Owner to install a Child Window Safety Device to every non-compliant window of the owners lot where that owner, and not the owners corporation, will incur the installation cost.

## **PART 5 - ACCESS**

- 5.1** The Owners shall, from time to time, upon reasonable notice being provided to an Owner or occupier, permit the owners corporation in accordance with its power under sub-section 122 (2) of the Act, to access the Lot for the purpose of:
- (a)** installing the Child Window Safety Devices; and
  - (b)** determining whether the Child Window Safety Devices require any maintenance, repair or replacement.
- 5.2** The owners corporation acknowledges and agrees that it will be liable for any damage to the contents of the Lot arising out of the access to it, in accordance with clause 5.1.

## **PART 6 - MAINTENANCE, REPAIR AND REPLACEMENT**

- 6.1.1** The Owners acknowledge and agree that:
- (a)** They will reimburse the owners corporation for all costs of any repair or replacement of the Child Window Safety Device if it is removed, replaced, or in any way damaged or defaced by the Owner or any occupant of the Lot; and
  - (b)** The cost of repair and replacement, if not paid in accordance with clause 6.1.2(d) of this by-law, will bear until paid, simple interest at an annual rate of 10 per cent or, if the regulations provide under the Act for interest on overdue levy contributions for another rate, that other rate, and the interest will form part of that debt.
- 6.1.2** The procedure by which maintenance and repair is to be carried out, is as follows:
- (a)** The owners corporation (or its duly authorised contractor), in accordance with its inspection under clause 5.1, will inspect the Child Window Safety Device that requires repair or replacement;
  - (b)** Upon determining that the Child Window Safety Device requires repair or replacement, the owners corporation (or its duly authorised contractor) will arrange for the it to be repaired or replaced, as required;



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STRATA MANAGEMENT SERVICES

- (c) If the Owner or any occupant of the lot has damaged the Child Window Safety Device, upon completion of the repair or replacement, the owners corporation will provide a copy of the tax invoice for such repair or replacement to the Owner; and the Owner must reimburse the owners corporation within seven (7) days of the receipt of the tax invoice, for the sum of that invoice.

**UE For: 466**

**UE Against: Nil**

**CLOSURE**

The Chairperson declared the meeting closed with no further business at 8:05 PM

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Andrew Uchino

**CHAIRPERSON**

---

**DATE**



**WHELAN PROPERTY GROUP**  
STRATA MANAGEMENT SERVICES

**THE STRATA COMMITTEE, OWNERS, FIRST MORTGAGEES AND  
COVENANT CHARGEES OF LOTS IN STRATA PLAN 68345 | 80-90 BONAR STREET, WOLLI CREEK**

<b>MINUTES OF THE STRATA COMMITTEE MEETING OF THE OWNERS - STRATA PLAN NO. 68345</b>	
<b>Meeting Title</b>	Strata Committee Meeting
<b>Strata Plan Number</b>	68345
<b>Date &amp; Venue</b>	Tuesday, 7 March 2017 in the Recreation Centre, 80-90 Bonar Street, Wolli Creek
<b>Start Time</b>	08:05 PM
<b>Finish Time</b>	08:07 PM
<b>Present</b>	Strata Committee: Lots: 28 K. Gear; 29 P. Warner; 33 B. O'Mara; 132 N. Lancaster; 133 P. Monahan; 168 Q. Yu; & 181 M. Duan
<b>In Attendance</b>	Whelan Property Group: Andrew Uchino
<b>Chairperson</b>	Andrew Uchino (By invitation)

**1.0 PREVIOUS MINUTES**

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

**2.0 OFFICE BEARERS**

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

Lot	Elected Person	Position
28	K. Gear	Secretary
133	P. Monahan	Treasurer
33	B. O'Hara	Chairperson

**3.0 STRATA COMMITTEE REPRESENTATIVES**

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

**CLOSURE**

The Chairperson declared the meeting closed with no further business at 8:07 PM

\_\_\_\_\_  
Andrew Uchino  
**CHAIRPERSON**

\_\_\_\_\_  
**DATE**



**WHELAN PROPERTY GROUP**  
STRATA MANAGEMENT SERVICES

**WHELAN PROPERTY GROUP**

ABN: 28 116 912 488  
PO BOX 75, STRAWBERRY HILLS NSW 2012  
277 PYRMONT STREET, ULTIMO NSW 2007  
T: 02 9219 4111 | F: 02 9281 9915  
E: [strata@whelanproperty.com.au](mailto:strata@whelanproperty.com.au)  
[www.whelanproperty.com.au](http://www.whelanproperty.com.au)

**THE OWNERS, FIRST MORTGAGEES AND COVENANT CHARGEES OF LOTS IN  
STRATA PLAN 68345 | 80-90 BONAR STREET, WOLLI CREEK**

<b>MINUTES OF THE ANNUAL GENERAL MEETING OF THE OWNERS - STRATA PLAN NO. 68345</b>	
<b>Meeting Title</b>	Annual General Meeting
<b>Strata Plan Number</b>	68345
<b>Date &amp; Venue</b>	Tuesday, 27 February 2018 in the Recreation Centre, 80-90 Bonar Street, Wolli Creek
<b>Start Time</b>	06.30 PM- There was no quorum present within half-hour. The Chairperson declared the persons present in person or via proxy constitute a quorum in accordance with Schedule 1, Clause 17(4) (b) of the Strata Schemes Management Act 2015. The Meeting commenced and opened at 7.00 PM.
<b>Finish Time</b>	08:30 PM
<b>Present (in person or via proxy)</b>	Lots: 28; 29; 33; 60; 79; 100; 132; 133; 141; 145; 158; 168; 181; 191 & 207
<b>In Attendance</b>	Whelan Property Group: Andrew Uchino Quorum Security Systems: Colin Otley
<b>Chairperson</b>	Andrew Uchino (By invitation)

**1.0 PREVIOUS MINUTES**

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

**2.0 STRATA MANAGEMENT AGENCY AGREEMENT UPDATE**

**RESOLVED:** That the Owners Corporation renew the appointment of Whelan Property Group Pty Limited as the Managing Agent of the Owners Corporation of Strata Plan 68345 for a term of 24 months and that the Common Seal be affixed pursuant to Section 273 of the Strata Schemes Management Act, 2015 to the Agency Agreement circulated with the agenda, which incorporate instruments appointing Whelan Property Group Pty Limited and delegating all the powers, authorities, duties and functions referred to therein.

**3.0 KEY FINANCIAL INFORMATION**

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



**WHELAN PROPERTY GROUP**  
STRATA MANAGEMENT SERVICES

#### 4.0 APPOINTMENT OF AN AUDITOR

**RESOLVED:** That the Owners Corporation appoint an Auditor for the financial period ending the 30 November 2018.

#### 5.0 BUDGET AND LEVIES

##### 5.1 Administrative and Capital Work Funds

**RESOLVED:** That pursuant to section 79(2) and 81 of the *“Strata Schemes Management Act 2015”* the Owners Corporation estimates the expected expenditure in both the Administration Fund and Capital Works Fund for the budget year 1 December 2017 to 30 November 2018 set out in the budget circulated with the agenda.

##### 5.2 Levy Contributions

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

- Administrative Fund            \$1,261,700.00 GST Inclusive
- Capital Works Fund            \$ 311,300.00 GST Inclusive

This strata scheme is registered for GST.

Number	Levy Period	Year	Issued	Administration	Capital Works	Total
1	December	2017	Yes	\$298,386.20	\$95,335.00	\$393,721.20
2	March	2018	Yes	\$321,115.80	\$72,000.00	\$393,115.80
3	June	2018	No	\$321,099.00	\$71,982.50	\$393,081.50
4	September	2018	No	\$321,099.00	\$71,982.50	\$393,081.50
				<b>\$1,261,700.00</b>	<b>\$311,300.00</b>	<b>\$1,573,000.00</b>

##### 5.3 Levy Contributions – 1 December 2018

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

- Administrative Fund            \$315,250.00 per quarter (GST Inclusive)
- Capital Works Fund            \$ 77,840.00 per quarter (GST Inclusive)

##### 5.4 Levy Notices

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



**WHELAN PROPERTY GROUP**  
STRATA MANAGEMENT SERVICES

**6.0 OVERDUE LEVY COLLECTION**

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

**7.0 PAYMENT PLANS**

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

**8.0 STRATA AGENT COMMISSIONS**

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

Insurance Commission	\$ 12,359.09 Plus GST
Training Commission	\$ Nil
All Other Commissions	\$ Nil

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

**9.0 INSURANCE CONFIRMATION**

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

**10.0 BUILDING VALUATION**

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

**11.0 RENEWAL OF INSURANCES**

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



**WHELAN PROPERTY GROUP**  
STRATA MANAGEMENT SERVICES

#### **12.0 STRATA COMMITTEE ELECTION**

**RESOLVED:** That the number of Strata Committee be set at nine (9) and those elected for the ensuring year are:

Lot	Elected Person
28	K. Gear
29	M. Fowke
33	B. O'Hara
60	F. Khan
132	N. Lancaster
133	P. Monahan
158	M. Perrow
168	Q. Yu
191	W. Wong

#### **13.0 RESTRICTED MATTERS**

**RESOLVED:** That the Owners Corporation determines the Strata Committee may spend up to \$30,000.00 for one expense item without the approval of the Owners Corporation in a General Meeting (Except in the case of an emergency and or Work Health & Safety Risk).

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

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

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

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





## **16.0 CHANGE OF BY-LAW | KEEPING OF ANIMALS (SPECIAL RESOLUTION)**

**AMENDED AND RESOLVED:** The Owners Corporation SPECIALLY RESOLVES in accordance with Section 141 (2) of the Strata Schemes Management Act 2015 to amend by-law 16 in the following terms and complete, affix the seal and lodge in the office of the Register-General notification of the same manner contemplated by Section 141(2) (a) of the *Strata Schemes Management Act 2015*.

### **By-Law 16 Keeping of Animals**

- 16.1 An owner or occupier of a lot shall not keep, nor cause nor permit the keeping of an animal within a lot without the written approval of the Owners Corporation and if approved, otherwise that in accordance with the terms of this by-law that shall automatically apply as terms of permission.
- 16.2 There may be no more than 2 animal kept in respect of any lot at any given time.
- 16.3 An occupier of a lot, who is not the owner of the lot, must provide evidence of the consent of the owner of the lot to the keeping of an animal on the lot.
- 16.4 No animal may be kept otherwise than in compliance with the Companion Animals Act 1998 and any other applicable Statute.
- 16.5 No cat may be kept that is a “nuisance cat” and no dog may be kept that is a “dangerous dog”, a “restricted dog”, a “menacing dog” or a “nuisance dog”.

***Note.** In this by-law, these terms carry the meanings they have in the Companion Animals Act 1998. Under section 55 (1) of that Act, (1) the following dogs are restricted dogs:*

- (a) American pit bull terrier or pit bull terrier,*
- (b) Japanese tosa,*
- (c) dogo Argentino,*
- (d) fila Brasileiro,*
- (d1) any other dog of a breed, kind or description whose importation into Australia is prohibited by or under the Customs Act 1901 of the Commonwealth,*
- (e) any dog declared by an authorised officer of a council under Division 6 of this Part to be a restricted dog,*
- (f) any other dog of a breed, kind or description prescribed by the regulations for the purposes of this section.*

- 16.6 No dog or cat shall be kept unless the dog or cat is micro-chipped and registered and has received all recommended vaccinations.
- 16.7 No dog is to be higher than 40 cm at the shoulder nor greater than 15 kg in weight. Puppies of large breeds that reach a certain age and would exceed the threshold in this clause are restricted.



- 16.8 If an owner or occupier of a lot is permitted to keep an animal then the owner or occupier must:
- (a) keep the animal within the lot, and
  - (b) carry the animal when it is necessary for the animal to cross common property, and
  - (c) repair any damage of the common property caused by the animal, and
  - (d) take such action as may be necessary to clean all areas of the lot or the common property that are soiled by the animal, and
  - (e) ensure that when he ceases to occupy the lot that the animal is removed from the strata parcel.
- 16.9 An owner or occupier of a lot who is permitted to keep an animal must ensure that the animal does not create any noise or other nuisance 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, or interfere unreasonably with the use or enjoyment of the common property by the occupier of any other lot (whether that person is an owner or not) or by any other person entitled to the use and enjoyment of the common property.
- 16.10 An owner or occupier of a lot permitted to keep an animal on his lot must indemnify to a reasonable costs (incurred) the owners corporation and the owners and occupiers of other lots against any liability or expense that would not have been incurred if the animal had not been kept.
- 16.11 If an owner or occupier of a lot who keeps an animal fails to comply with the terms of this by-law then the executive committee may resolve to require the removal of the animal from the parcel and direct the owner or occupier to do so.
- 16.12 An owner or occupier of a lot who receives a direction from the owners corporation under paragraph 9 of this by-law shall comply with that direction.
- 16.13 An owner or occupier of a lot shall not allow the entry to the building of, any nuisance dog or cat, dangerous dog, restricted dog, menacing dog or animal that could or is likely, to cause danger, or constitute a hazard or nuisance to any person lawfully present in the strata parcel.
- 16.14 **Interpretation**

In this by-law, unless the context otherwise requires:

- (a) the singular includes the plural and vice versa;
- (b) a reference to a document, includes any amendment, replacement or novation of it;
- (c) where any word or phrase is given a definite meaning, any part of speech or other grammatical form of the word or phrase has a corresponding meaning;
- (d) any reference to legislation includes any amending or replacing legislation;
- (e) any reference to legislation includes any subordinate legislation or other



instrument created thereunder; and  
(f) a term defined in the Strata Schemes Management Act 2015 or Strata Schemes Developments Act 2015 will have the same meaning.

#### 16.15 Conflict

(a) To the extent that any term of this by-law is inconsistent with the Strata Schemes Management Act 2015 or any other Act or law it is to be severed and this by-law will be read and be enforceable as if so consistent.

(b) To the extent that this by-law is inconsistent with any other by-law of the Strata Scheme the provisions of this by-law prevail to the extent of that inconsistency.

#### 16.16 Definitions

In this by-law, unless the context otherwise requires:

**common property** means the common property in the strata scheme;

**dangerous animal** has the same meaning as it has in the Companion Animals Act 1998;

**lot** means a lot in the strata scheme;

**menacing dog** has the same meaning as it has in the Companion Animals Act 1998;

**nuisance dog and nuisance cat** have the same meaning as it has in the Companion Animals Act 1998;

**occupier** means:

(a) the occupier of a lot, but only in relation to the lot occupied by that Occupier;

(b) where there is more than one occupier of that lot, means those occupiers jointly and severally, but only in relation to that lot; and

(c) where there is more than one lot occupied by that occupier or occupiers, means that occupier or those occupiers (joint and severally) in respect of each such lot severally;

**owner** means:

(a) the owner of a lot, but only in relation to the lot owned by that owner;

(b) where there is more than one owner of that lot, means those owners jointly and severally, but only in relation to that lot; and

(c) where there is more than one lot owned by that owner or owners, means that owner or those owners (joint and severally) in respect of each such lot severally;

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

**property** means the land and buildings the subject of the strata plan;

**restricted dog** has the same meaning as it has in the Companion Animals Act 1998;

**strata scheme** means the strata scheme relating to the strata plan; and

**strata plan** means strata plan number 68345



**WHELAN PROPERTY GROUP**  
STRATA MANAGEMENT SERVICES

Colin Otley of Quorum Security Systems ("Quorum") was invited to address the meeting and give a presentation and an overview of the intercom systems being proposed by Quorum (BPT & Panasonic). Quorum answered numerous questions put to them by lot owners present.

Following Quorum's departure, there was further discussion amongst those present. It was agreed the Panasonic system was the preferred option. The meeting requested a second quotation be obtained for the Panasonic system for comparison.

#### **17.0 INTERCOM REPLACEMENT**

**RESOLVED:** The Owners Corporation resolves to approve the replacement of the intercom system and authorises the Strata Committee to determine the appropriate replacement up to a budget amount of \$190,000 Plus GST.

#### **18.0 MOTIONS SUBMITTED BY LOT 145**

**18.1 AMENDED & RESOLVED:** That the Owners Corporation consider the installation of water meters to individual lots and authorises the Strata Committee to research and determine viable options available.

**18.2 AMENDED & RESOLVED:** That the Owners Corporation authorise the Strata Committee to review increasing utility costs and find how to better control these increasing bills and reduce the need to continuously increase the levies.

#### **CLOSURE**

The Chairperson declared the meeting closed with no further business at 8:30 PM

\_\_\_\_\_  
Andrew Uchino  
**CHAIRPERSON**

\_\_\_\_\_  
**DATE**



**WHELAN PROPERTY GROUP**  
STRATA MANAGEMENT SERVICES

**THE STRATA COMMITTEE, OWNERS, FIRST MORTGAGEES AND  
COVENANT CHARGEES OF LOTS IN STRATA PLAN 68345 | 80-90 BONAR STREET, WOLLI CREEK**

<b>MINUTES OF THE STRATA COMMITTEE MEETING OF THE OWNERS - STRATA PLAN NO. 68345</b>	
<b>Meeting Title</b>	Strata Committee Meeting
<b>Strata Plan Number</b>	68345
<b>Date &amp; Venue</b>	Tuesday, 27 February 2018 in the Recreation Centre, 80-90 Bonar Street, Wolli Creek
<b>Start Time</b>	08:30 PM
<b>Finish Time</b>	08:35 PM
<b>Present</b>	Strata Committee: Lots: 28 K. Gear; 29 M. Fowke; 33 B. O'Mara; 60 F. Khan; 132 N. Lancaster; 133 P. Monahan; 158 M. Perrow; 168 Q. Yu & 191 W. Wong
<b>In Attendance</b>	Whelan Property Group: Andrew Uchino
<b>Chairperson</b>	Andrew Uchino (By invitation)

**1.0 PREVIOUS MINUTES**

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

**2.0 OFFICE BEARERS**

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

Lot	Elected Person	Position
28	K. Gear	Secretary
133	P. Monahan	Treasurer
33	B. O'Hara	Chairperson

**3.0 STRATA COMMITTEE REPRESENTATIVES**

**NOT RESOLVED:** That the Strata Committee elect M. Fowke and P. Warner (Building Managers) as representative to be the nominated contact person(s) to liaise/instruct Whelan Property Group Pty Limited on behalf of the Strata Committee.

**CLOSURE**

The Chairperson declared the meeting closed with no further business at 8:35 PM

\_\_\_\_\_  
Andrew Uchino  
**CHAIRPERSON**

\_\_\_\_\_  
**DATE**

**THE OWNERS, FIRST MORTGAGEES AND COVENANT CHARGEES OF LOTS IN  
STRATA PLAN 68345 | 80-90 BONAR STREET, WOLLI CREEK**

<b>MINUTES OF THE ANNUAL GENERAL MEETING OF THE OWNERS - STRATA PLAN NO. 68345</b>	
<b>Meeting Title</b>	Annual General Meeting
<b>Strata Plan Number</b>	68345
<b>Date &amp; Venue</b>	Tuesday, 26 February 2019 in the Recreation Centre, 80-90 Bonar Street, Wolli Creek
<b>Start Time</b>	06.30 PM- There was no quorum present within half-hour. The Chairperson declared the persons present in person or via proxy constitute a quorum in accordance with Schedule 1, Clause 17(4) (b) of the Strata Schemes Management Act 2015. The Meeting commenced and opened at 7.00 PM.
<b>Finish Time</b>	07:46 PM
<b>Present (in person or via proxy)</b>	Lots: 28; 29; 33; 60; 68; 79; 100; 132; 133; 141; 145; 158; 168; 181; & 191
<b>In Attendance</b>	Whelan Property Group: Andrew Uchino ("WPG")
<b>Chairperson</b>	Andrew Uchino (By invitation)

#### **1.0 PREVIOUS MINUTES**

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

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

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

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

**RESOLVED:** That the Owners Corporation appoint an Auditor for the financial period ending the 30 November 2019.

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

##### **5.1 Administrative and Capital Work Funds**

**AMENDED & RESOLVED:** That pursuant to section 79(2) and 81 of the "Strata Schemes Management Act 2015" the Owners Corporation estimates the expected expenditure in both the Administration Fund and Capital Works Fund for the budget year 1 December 2018 to 30 November 2019 set out in the budget amended at the meeting.



## 5.2 Levy Contributions

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

- Administrative Fund            \$1,265,000.00 GST Inclusive
- Capital Works Fund            \$ 389,993.00 GST Inclusive

This strata scheme is registered for GST.

Number	Levy Period	Year	Issued	Administration	Capital Works	Total
1	December	2018	Yes	\$315,259.30	\$77,850.90	\$393,110.20
2	March	2019	No	\$316,580.23	\$104,047.36	\$420,627.59
3	June	2019	No	\$316,580.23	\$104,047.37	\$420,627.60
4	September	2019	No	\$316,580.24	\$104,047.37	\$420,627.61
				<b>\$1,265,000.00</b>	<b>\$389,993.00</b>	<b>\$1,654,993.00</b>

## 5.3 Levy Contributions – 1 December 2019

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

- Administrative Fund            \$ 316,580.00 per quarter (GST Inclusive)
- Capital Works Fund            \$ 104,048.00 per quarter (GST Inclusive)

## 5.4 Levy Notices

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

## 5.0 OVERDUE LEVY COLLECTION

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

## 6.0 PAYMENT PLANS

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



**WHELAN PROPERTY GROUP**  
STRATA MANAGEMENT SERVICES

#### **7.0 STRATA AGENT COMMISSIONS**

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

Insurance Commission	\$ Nil
Training Commission	\$ Nil
All Other Commissions	\$ Nil

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

#### **8.0 INSURANCE CONFIRMATION**

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

#### **9.0 BUILDING VALUATION**

**NOT RESOLVED:** That Whelan Property Group Pty Limited is instructed to obtain a building valuation for insurance purposes and adjust the sum insured to reflect the valuation.

Last Valuation undertaken 9 October 2018

#### **10.0 RENEWAL OF INSURANCES**

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

WPG is to ensure renewal terms are circulated to the Strata Committee 30 days prior to renewal.

#### **11.0 STRATA COMMITTEE ELECTION**

**RESOLVED:** That the number of Strata Committee be set at nine (9) and those elected for the ensuing year are:

Lot	Elected Person
28	K. Gear
29	M. Fowke
33	B. O'Hara
60	F. Khan
68	P. Bates
132	N. Lancaster
133	P. Monahan
158	M. Perrow
191	W. Wong





**WHELAN PROPERTY GROUP**  
STRATA MANAGEMENT SERVICES

**12.0 RESTRICTED MATTERS**

**RESOLVED:** That the Owners Corporation determines the Strata Committee may spend up to \$30,000.00 for one expense item without the approval of the Owners Corporation in a General Meeting (Except in the case of an emergency and or Work Health & Safety Risk).

**13.0 LARGE SCHEME RESTRICTIONS (101 LOTS)**

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

**14.0 ANNUAL FIRE SAFETY STATEMENT**

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

**15.0 ELECTRONIC VOTING**

**RESOLVED:** That the Owners – Strata Plan 68345 resolve to adopt the following alternate means of voting at meetings of the Owners Corporation and/or meetings of the Strata Committee and authorise the Strata Committee to investigate and put in policies to undertake;

- voting by means of teleconference, video-conferencing, email or other electronic means
- voting by means of email or other electronic means before the meeting at which the matter (not being an election) is to be determined by the Owners Corporation or Committee as set out in the meeting notice for the respective General Meeting or Committee Meeting.

**CLOSURE**

The Chairperson declared the meeting closed with no further business at 7:46 PM

---

Andrew Uchino  
**CHAIRPERSON**

---

**DATE**



**WHELAN PROPERTY GROUP**  
STRATA MANAGEMENT SERVICES

**THE STRATA COMMITTEE, OWNERS, FIRST MORTGAGEES AND  
COVENANT CHARGEES OF LOTS IN STRATA PLAN 68345 | 80-90 BONAR STREET, WOLLI CREEK**

<b>MINUTES OF THE STRATA COMMITTEE MEETING OF THE OWNERS - STRATA PLAN NO. 68345</b>	
<b>Meeting Title</b>	Strata Committee Meeting
<b>Strata Plan Number</b>	68345
<b>Date &amp; Venue</b>	Tuesday, 26 February 2019 in the Recreation Centre, 80-90 Bonar Street, Wolli Creek
<b>Start Time</b>	07:49 PM
<b>Finish Time</b>	07:54 PM
<b>Present</b>	Strata Committee: Lots: 28 K. Gear; 29 M. Fowke; 33 B. O'Mara; 60 F. Khan; 68 P. Bates; 132 N. Lancaster; 133 P. Monahan; 158 M. Perrow; & 191 W. Wong
<b>In Attendance</b>	Whelan Property Group: Andrew Uchino
<b>Chairperson</b>	Andrew Uchino (By invitation)

**1.0 PREVIOUS MINUTES**

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

**2.0 OFFICE BEARERS**

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

Lot	Elected Person	Position
28	K. Gear	Secretary
133	P. Monahan	Treasurer
33	B. O'Hara	Chairperson

**3.0 STRATA COMMITTEE REPRESENTATIVES**

**RESOLVED:** That the Strata Committee elect M. Fowke and P. Warner (Building Managers) as representative to be the nominated contact person(s) to liaise/instruct Whelan Property Group Pty Limited on behalf of the Strata Committee.

**CLOSURE**

The Chairperson declared the meeting closed with no further business at 7:54 PM

\_\_\_\_\_  
Andrew Uchino  
**CHAIRPERSON**

\_\_\_\_\_  
**DATE**



**WHELAN PROPERTY GROUP**  
STRATA MANAGEMENT SERVICES

**WHELAN PROPERTY GROUP**

ABN: 28 116 912 488  
PO BOX 75, STRAWBERRY HILLS NSW 2012  
277 PYRMONT STREET, ULTIMO NSW 2007  
T: 02 9219 4111 | F: 02 9281 9915  
E: strata@whelanproperty.com.au  
[www.whelanproperty.com.au](http://www.whelanproperty.com.au)

THE OWNERS, FIRST MORTGAGEES AND COVENANT CHARGEES OF LOTS IN  
STRATA PLAN 68345 | 80-90 BONAR STREET, WOLLI CREEK

<b>MINUTES OF THE ANNUAL GENERAL MEETING OF THE OWNERS - STRATA PLAN NO. 68345</b>	
Meeting Title	Annual General Meeting
Strata Plan Number	68345
Date & Venue	Tuesday, 25 February 2020 in the Recreation Centre, 80-90 Bonar Street, Wolli Creek
Start Time	06.30 PM- There was no quorum present within half-hour. The Chairperson declared the persons present in person or via proxy constitute a quorum in accordance with Schedule 1, Clause 17(4) (b) of the Strata Schemes Management Act 2015. The Meeting commenced and opened at 7.00 PM.
Finish Time	07:30 PM
Present (in person or via proxy)	Lots: 28; 29; 60; 68; 79; 128; 133; 141; 145; 148; 158; 168; & 233
In Attendance	Whelan Property Group: Andrew Ucchino ("WPG")
Chairperson	Andrew Ucchino (By invitation)

**1.0 PREVIOUS MINUTES**

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

**2.0 KEY FINANCIAL INFORMATION**

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

**3.0 APPOINTMENT OF AN AUDITOR**

**RESOLVED:** That the Owners Corporation appoint an Auditor for the financial period ending the 30 November 2020.

**4.0 BUDGET AND LEVIES**

**5.1 Administrative and Capital Work Funds**

**RESOLVED:** That pursuant to section 79(2) and 81 of the "*Strata Schemes Management Act 2015*" the Owners Corporation estimates the expected expenditure in both the Administration Fund and Capital Works Fund for the budget year 1 December 2019 to 30 November 2020 set out in the budget amended at the meeting.

## 5.2 Levy Contributions

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

■ Administrative Fund	\$1,249,600.00	GST Inclusive
■ Capital Works Fund	\$ 431,200.00	GST Inclusive

This strata scheme is registered for GST.

Number	Levy Period	Year	Issued	Administration	Capital Works	Total
1	December	2019	Yes	\$316,589.90	\$104,057.10	\$420,647.00
2	March	2020	Yes	\$316,601.50	\$104,070.90	\$420,672.40
3	June	2020	No	\$308,204.30	\$111,536.00	\$419,740.30
4	September	2020	No	\$308,204.30	\$111,536.00	\$419,740.30
				<b>\$1,249,600.00</b>	<b>\$389,993.00</b>	<b>\$1,680,800.00</b>

## 5.3 Levy Contributions – 1 December 2020

**RESOLVED:** That the first levy instalment due in the next financial year **1 December 2020** be struck pursuant to section 81 of the Strata Schemes Management Act 2015 as follows:

■ Administrative Fund	\$ 312,400.00	per quarter (GST Inclusive)
■ Capital Works Fund	\$ 107,340.00	per quarter (GST Inclusive)

## 5.4 Levy Notices

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

## 5.0 OVERDUE LEVY COLLECTION

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

## 6.0 PAYMENT PLANS

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

## 7.0 STRATA AGENT COMMISSIONS

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

Insurance Commission	\$ 13,739.84
Training Commission	\$ Nil
All Other Commissions	\$ Nil

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

## 8.0 INSURANCE CONFIRMATION

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

## 9.0 BUILDING VALUATION

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

Last Valuation undertaken 9 October 2018

## 10.0 RENEWAL OF INSURANCES

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

WPG is to ensure renewal terms are circulated to the Strata Committee 30 days prior to renewal.

## 11.0 STRATA COMMITTEE ELECTION

**RESOLVED:** That the number of Strata Committee be set at nine (9) and those elected for the ensuring year are:

Lot	Elected Person
28	K. Gear
29	M. Fowke
33	B. O'Hara
60	F. Khan
68	P. Bates
133	P. Monahan
158	M. Perrow
168	Q. Yu
191	W. Wong

#### **12.0 RESTRICTED MATTERS**

**RESOLVED:** That the Owners Corporation determines the Strata Committee may spend up to \$30,000.00 for one expense item without the approval of the Owners Corporation in a General Meeting (Except in the case of an emergency and or Work Health & Safety Risk).

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

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

#### **14.0 ANNUAL FIRE SAFETY STATEMENT**

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

#### **15.0 ELECTRONIC VOTING**

**RESOLVED:** That the Owners – Strata Plan 68345 resolve to adopt the following alternate means of voting at meetings of the Owners Corporation and/or meetings of the Strata Committee and authorise the Strata Committee to investigate and put in policies to undertake;

- voting by means of teleconference, video-conferencing, email or other electronic means
- voting by means of email or other electronic means before the meeting at which the matter (not being an election) is to be determined by the Owners Corporation or Committee as set out in the meeting notice for the respective General Meeting or Committee Meeting.

#### **16.0 VARIATION OF CARETAKER AGREEMENT**

**RESOLVED:** That the Owners Corporation resolve to vary the Caretaker Agreement dated 4 February 2002 with Fowkner Pty Ltd ACN 116 538 222 as trustee for the Fowkner Trust, to include an option to extend the term by five years as set out in the Deed of Variation tabled at the meeting, and that the strata managing agent or the secretary plus one other member of the strata committee be authorised to affix the common seal of the Owners Corporation to the Deed to give effect to the variations.

#### **CLOSURE**

The Chairperson declared the meeting closed with no further business at 7:30 PM

---

Andrew Ucchino  
**CHAIRPERSON**

---

**DATE**

THE STRATA COMMITTEE, OWNERS, FIRST MORTGAGEES AND  
COVENANT CHARGEES OF LOTS IN STRATA PLAN 68345 | 80-90 BONAR STREET, WOLLI CREEK

<b>MINUTES OF THE STRATA COMMITTEE MEETING OF THE OWNERS - STRATA PLAN NO. 68345</b>	
Meeting Title	Strata Committee Meeting
Strata Plan Number	68345
Date & Venue	Tuesday, 25 February 2020 in the Recreation Centre, 80-90 Bonar Street, Wollie Creek
Start Time	07:30 PM
Finish Time	07:38 PM
Present	Strata Committee: Lots: 28 K. Gear; 29 M. Fowke; 60 F. Khan; 68 P. Bates; 133 P. Monahan; 158 M. Perrow; & 168 Q. Yu
Apologies	B. O'Hara & W. Wong
In Attendance	Whelan Property Group: Andrew Uchino
Chairperson	Andrew Uchino (By invitation)

### 1.0 PREVIOUS MINUTES

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

### 2.0 OFFICE BEARERS

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

Lot	Elected Person	Position
28	K. Gear	Secretary
133	P. Monahan	Treasurer
33	B. O'Hara	Chairperson

### 3.0 STRATA COMMITTEE REPRESENTATIVES

**RESOLVED:** That the Strata Committee elect M. Fowke and P. Warner (Building Managers) as representative to be the nominated contact person(s) to liaise/instruct Whelan Property Group Pty Limited on behalf of the Strata Committee.

### CLOSURE

The Chairperson declared the meeting closed with no further business at 7:38 PM

\_\_\_\_\_  
Andrew Uchino  
**CHAIRPERSON**

\_\_\_\_\_  
**DATE**



**WHELAN PROPERTY GROUP**  
STRATA MANAGEMENT SERVICES

**WHELAN PROPERTY GROUP**

ABN: 28 116 912 488  
PO BOX 75, STRAWBERRY HILLS NSW 2012  
277 PYRMONT STREET, ULTIMO NSW 2007  
T: 02 9219 4111 | F: 02 9281 9915  
E: strata@whelanproperty.com.au  
[www.whelanproperty.com.au](http://www.whelanproperty.com.au)

THE OWNERS, FIRST MORTGAGEES AND COVENANT CHARGEES OF LOTS IN  
STRATA PLAN 68345 | 80-90 BONAR STREET, WOLLI CREEK

<b>MINUTES OF THE ANNUAL GENERAL MEETING OF THE OWNERS - STRATA PLAN NO. 68345</b>	
Meeting Title	Annual General Meeting
Strata Plan Number	68345
Date & Venue	Tuesday, 23 February 2021 Via Zoom Conference
Start Time	06.30 PM- There was no quorum present within half-hour. The Chairperson declared the persons present in person or via proxy constitute a quorum in accordance with Schedule 1, Clause 17(4) (b) of the Strata Schemes Management Act 2015. The Meeting commenced and opened at 7.00 PM.
Finish Time	07:30 PM
Present (in person or via proxy)	Lots: 28; 29; 33; 42; 46; 79; 100; 132; 133; 151; 158; 191; & 233
In Attendance	Whelan Property Group: Andrew Uchino ("WPG")
Chairperson	Andrew Uchino (By invitation)

**1.0 PREVIOUS MINUTES**

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

**2.0 KEY FINANCIAL INFORMATION**

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

**3.0 APPOINTMENT OF AN AUDITOR**

**RESOLVED:** That the Owners Corporation appoint an Auditor for the financial period ending the 30 November 2021.

**4.0 BUDGET AND LEVIES**

**5.1 Administrative and Capital Work Funds**

**RESOLVED:** That pursuant to section 79(2) and 81 of the *"Strata Schemes Management Act 2015"* the Owners Corporation estimates the expected expenditure in both the Administration Fund and Capital Works Fund for the budget year 1 December 2020 to 30 November 2021 set out in the budget amended at the meeting.



## 5.2 Levy Contributions

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

■ Administrative Fund	\$1,266,100.00	GST Inclusive
■ Capital Works Fund	\$ 429,396.00	GST Inclusive

This strata scheme is registered for GST.

Number	Levy Period	Year	Issued	Administration	Capital Works	Total
1	December	2020	Yes	\$312,411.20	\$107,349.60	\$419,760.80
2	March	2021	No	\$317,896.27	\$107,348.80	\$425,245.07
3	June	2021	No	\$317,896.27	\$107,348.80	\$425,245.07
4	September	2021	No	\$317,896.26	\$107,348.80	\$425,245.06
				<b>\$1,266,100.00</b>	<b>\$389,993.00</b>	<b>\$1,695,496.00</b>

## 5.3 Levy Contributions – 1 December 2021

**RESOLVED:** That the first levy instalment due in the next financial year **1 December 2021** be struck pursuant to section 81 of the Strata Schemes Management Act 2015 as follows:

■ Administrative Fund	\$ 317,395.00	per quarter (GST Inclusive)
■ Capital Works Fund	\$ 107,350.00	per quarter (GST Inclusive)

## 5.4 Levy Notices

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

## 5.0 OVERDUE LEVY COLLECTION

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

## 6.0 PAYMENT PLANS

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

## 7.0 STRATA AGENT COMMISSIONS

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

Insurance Commission	\$ 10,505.60
Training Commission	\$ Nil
All Other Commissions	\$ Nil

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

## 8.0 INSURANCE CONFIRMATION

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

## 9.0 BUILDING VALUATION

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

## 10.0 RENEWAL OF INSURANCES

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

## 11.0 STRATA COMMITTEE ELECTION

**RESOLVED:** That the number of Strata Committee be set at nine (9) and those elected for the ensuing year are:

Lot	Elected Person
28	K. Gear
29	M. Fowke
33	B. O'Hara
42	M.Y Lee
132	J.Rossiter
133	P. Monahan
158	M. Perrow
168	Q. Yu
191	W. Wong

*Note: In accordance with Section 32 (1) (c) of the Strata Schemes Management Act 2015. It was disclosed that M. Fowke is part owner of Fowkner Pty Ltd (building manager for the scheme).*

**12.0 RESTRICTED MATTERS**

**RESOLVED:** That no additional restrictions be placed on the Strata Committee other than those currently imposed by Section 36 (3) of the Strata Schemes Management Act 2015.

**13.0 LARGE SCHEME RESTRICTIONS (101 LOTS)**

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

**14.0 ANNUAL FIRE SAFETY STATEMENT**

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

**CLOSURE**

The Chairperson declared the meeting closed with no further business at 7:30 PM

---

Andrew Uchino  
**CHAIRPERSON**

---

**DATE**

THE STRATA COMMITTEE, OWNERS, FIRST MORTGAGEES AND  
COVENANT CHARGEES OF LOTS IN STRATA PLAN 68345 | 80-90 BONAR STREET, WOLLI CREEK

<b>MINUTES OF THE STRATA COMMITTEE MEETING OF THE OWNERS - STRATA PLAN NO. 68345</b>	
Meeting Title	Strata Committee Meeting
Strata Plan Number	68345
Date & Venue	Tuesday, 23 February 2021 Via Zoom Conferencing
Start Time	07:30 PM
Finish Time	07:38 PM
Present	Strata Committee: K. Gear; M. Fowke; P. Monahan; M. Perrow; M.Y Lee; J.Rossiter ; B. O'Hara & W. Wong
Apologies	Q. Yu
In Attendance	Whelan Property Group: Andrew Uchino
Chairperson	Andrew Uchino (By invitation)

### 1.0 PREVIOUS MINUTES

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

### 2.0 OFFICE BEARERS

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

Lot	Elected Person	Position
28	K. Gear	Secretary
133	P. Monahan	Treasurer
33	B. O'Hara	Chairperson

### 3.0 STRATA COMMITTEE REPRESENTATIVES

**RESOLVED:** That the Strata Committee elect M. Fowke and P. Warner (Building Managers) as representative to be the nominated contact person(s) to liaise/instruct Whelan Property Group Pty Limited on behalf of the Strata Committee.

### CLOSURE

The Chairperson declared the meeting closed with no further business at 7:38 PM

\_\_\_\_\_  
Andrew Uchino  
**CHAIRPERSON**

\_\_\_\_\_  
**DATE**

# Consolidated by-laws

**The Owners—Strata Plan No 68345**

76-90 Bonar Street Arncliffe

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

## A Definitions and interpretation

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### A.1 Interpretation

In these by-laws, unless the context otherwise requires:

- (a) the singular includes the plural and vice versa;
- (b) a reference to a document, includes any amendment, replacement or novation of it;
- (c) all references to dollars, \$, cost, value and price are to Australian currency;
- (d) a reference to an owner of a lot includes a reference to their executors, administrators, successors or permitted assigns;
- (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) any reference to legislation includes any subordinate legislation or other instrument created thereunder;
- (h) a term defined in the Management Act or Development Act will have the same meaning; and
- (i) where no time is specified for compliance with an obligation of an owner or occupier of a lot under these by-laws, that owner or occupier must comply with that obligation promptly.

### A.2 Conflict

To the extent that any term of these by-laws is inconsistent with the Management Act or any other Act or law it is to be severed and these by-laws will be read and be enforceable as if so consistent.

### A.3 Definitions

In these by-laws, unless the context otherwise requires:

**common property** means the common property in the strata plan;

**Development Act** means the Strata Schemes (Freehold Development) Act 1973;

**lot** means a lot in the strata scheme;

**Management Act** means the Strata Schemes Management Act 1996;

**occupier** means, in relation to a lot:

- (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, in relation to a lot:

- (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;
- strata scheme** means the strata scheme relating to the strata plan; and
- strata plan** means strata plan number 68345.

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## **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.

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## **2 Vehicles**

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

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## **3 Obstruction of common property**

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

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## **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.

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## **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 subclause (1) cannot authorise any additions to the common property.
- 5.3 This by-law does not prevent an owner or person authorised by an owner from installing:
  - (a) any locking or other safety device for protection of the owner's lot against intruders, or
  - (b) any screen or other device to prevent entry of animals or insects on the lot, or
  - (c) any structure or device to prevent harm to children.
- 5.4 Any such locking or safety device, screen, other device or structure must be installed in a competent and proper manner in accordance with all building and fire regulations and must have an appearance, after it has been installed, in keeping with the appearance of the rest of the building.
- 5.5 Despite section 62 of the Management Act, the owner of a lot must maintain and keep in a state of good and serviceable repair any installation or structure referred to in subclause (3) that forms part of the common property and that services the lot.

## **6 Behaviour of owners and occupiers**

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

## **7 Children playing on common property in building**

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

## **8 Behaviour of invitees**

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

## **9 Depositing rubbish and other material on common property**

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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**

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- 10.1 In this by-law 10 **Washing** means articles, including clothing, towel, bedding etc, that have been washed or are intended to be washed at any one time.
- 10.2 An owner or occupier of a lot may hang Washing on any lines designated by the owners corporation for that purpose.
- 10.3 An owner or occupier of a lot may hang Washing on any part of the lot provided that the Washing:
- (a) does not affect the appearance of the lot; and
  - (b) is restricted to the height of the balustrade when hung in the balcony area of the lot.
- 10.4 Washing may only be hung for a reasonable period of time.
- 10.5 An owner or occupier of a lot must not cause any alteration or damage to common property in the process of hanging the Washing.
- 10.6 An owner or occupier of a lot may hang Washing on any part of the lot that will be visible from the street outside the Building only if the owner has the prior written approval of the owners corporation.
- 10.7 If any owner fails to comply with any obligation under this by-law, the owners corporation may:
- (a) carry out all work necessary to perform that obligation;
  - (b) recover the costs of such work from the owner as a debt due; and
  - (c) recovery from the owner the amount of any fine or fee as a debt due which may be charged to the owners corporation as a result of any non compliance with this by-law by the owner.

## **11 Cleaning of windows and doors**

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An owner or occupier of a lot must keep clean all safely accessible 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**

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

## **13 Moving furniture and other objects on or through common property**

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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 enable the Building Manager to arrange for its nominee to be present at the time when the owner or occupier does so.

## **14 Floor coverings**

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- 14.1 An owner or occupier of a lot must not install or keep Non-Carpet Floor Covering (other than in a kitchen, laundry or bathroom), or permit the same, otherwise than in compliance with the conditions in clause 14.2.
- 14.2 The conditions referred to in clause 14.1 are as follows:
- (a) Prior to the installation of Non-Carpet Floor Covering the owner must:
    - (i) Obtain the written approval of the owners corporation to the proposed location, style, design and type of Non-Carpet Floor Covering and the method of installation, including but not limited to the noise attenuating properties of the same.
    - (ii) Provide evidence to the reasonable satisfaction of the owners corporation that the Non-Carpet Floor Covering has been designed by an Acoustic Consultant and will achieve a Star Rating of at least 5.
  - (b) The owner or occupier must otherwise comply with any applicable law, including the Management Act, Development Act and the other provisions of the by-laws.
- 14.3 Despite any other provision of these by-laws an owner or occupier of a lot must not install or keep Non-Carpet Floor Covering:
- (a) in a bedroom that is adjacent to the bedroom of an adjoining lot; or
  - (b) in a kitchen, laundry or bathroom that is that is immediately above a bedroom or living area in a lot below (except to the extent that the lot was originally constructed in such a configuration).
- 14.4 In this by-law 14:

**Acoustic Consultant** means a consultant who is a member of the Association of Australian Accoustical Consultants;

**Non-Carpet Floor Covering** means a floor covering or surface in a lot (other than in an area that is a kitchen, laundry, lavatory or bathroom) other than carpet, including, but not limited to floating timber flooring; and

**Star Rating** means the Accoustical Star Rating For Apartments and Townhouses published by the Association of Australian Accoustical Consultants from time to time.

## **15 Garbage disposal**

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An owner or occupier of a lot:

- (a) must maintain within the lot, or on such part of the common property as may be authorised by the Owners Corporation, in clean and dry condition and adequately covered a receptacle for garbage, and
- (b) must ensure that before refuse is placed in the receptacle it is securely wrapped or, in the case of tins or other containers, completely drained, and
- (c) for the purpose of having the garbage collected, must place the receptacle within an area designated for that purpose by the Owners Corporation and at a time at which garbage is normally collected, and
- (d) when the garbage has been collected, must promptly return the receptacle to the lot or other area referred to in paragraph (a), and
- (e) must not place any thing in the receptacle of the owner or occupier of any other lot except with the permission of that owner or occupier, and
- (f) must promptly remove any thing which the owner, occupier or garbage 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.

## **16 Keeping of animals**

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- 16.1 An owner or occupier of a lot must not raise, breed or without limitation howsoever keep animals, without limitation including dogs, cats, birds, livestock or poultry (collectively "Animals") on its lot or on common property without the prior written consent of the owners corporation.
- 16.2 The owners corporation may grant or withhold its consent for the purposes of by-law 16.1 it its absolute sole discretion. Such consent may be withdrawn in circumstances where the owners corporation reasonably considers the keeping of any such Animal may interfere with the quiet enjoyment of another lot by its owner or occupier or the use and enjoyment of the common property by other owners and occupiers.
- 16.3 For clarity By-law 16 (2) in Schedule 1 of the Management Act does not apply to the strata scheme. No provision of this By-law 16 is to be read as being of like effect to By-law 16 (2) in Schedule 1 of the Management Act.
- 16.4 Each lot owner and occupier is absolutely liable to each other lot owner and occupier and their respective guests and invitees, for any unreasonable nuisance, noise or injury to any person or damage to property caused by any Animal brought or kept upon the parcel by the lot owner or occupier or by its invitees.
- 16.5 Each lot owner and occupier is absolutely responsible to clean up after any Animal brought or kept upon the parcel by them or their invitees.

## **17 Appearance of lot**

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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.

This includes the illumination of a lot to a noticeably higher level than that which exists in the rest of the building.

## **18 Notice-board**

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

## **19 Change in use of lot to be notified**

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An occupier of a lot must notify the owners corporation if the occupier changes the existing use of the lot in a way that may affect the insurance premiums for the strata scheme (for example, without limitation, 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 Repealed**

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## **21 Bikes etc in the lift**

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The owner or occupier of a lot shall not convey nor allow the conveyance in the lift of any push bike or surfboard or other object likely to damage or dirty the interior of the lift.

## **22 Repealed**

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## **23 Use of recreational facilities**

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- 23.1 The owner or occupier of a lot shall not use nor allow the use of the recreational facilities by others between 10:00pm and 6:00am on any day.
- 23.2 The owner or occupier of a lot shall not allow the use of the recreational facilities by their invitees except when accompanied by the owner or occupier.
- 23.3 An owner or occupier of a lot must ensure that an adult exercising effective control accompanies any children or incapable persons using the recreational facilities.
- 23.4 The owners corporation may by resolution make rules, not inconsistent with these by-laws, regarding use of the recreational facilities.
- 23.5 The owner or occupier of a lot shall not do any of the following, nor allow them to be done in the recreational facilities:
- (a) smoking;
  - (b) eating or drinking (except in the barbecue area)
  - (c) consuming alcohol or using any other recreational substance that impedes mental or physical function;
  - (d) bringing into or using glass in the recreational facilities of any kind;
  - (e) running or jumping (except while using gym equipment designed for running or jumping);
  - (f) diving;
  - (g) bringing into or using balls, boogie boards or large inflated objects in the recreational facilities;
  - (h) using soap, bubble bath or shampoo in the pool or spa;
  - (i) be inadequately clothed;
  - (j) nude bathing; and
  - (k) conducting any business unless authorised in writing by the owners corporation (including personal training).
- 23.6 To the maximum extent permitted by law, owners, occupiers and any other persons who engage in any recreational activity at the strata scheme do so at their own risk.

- 23.7 To the extent that owners or occupiers are supplied recreation services under these by-laws having effect as a contract, an owner or occupier to whom such recreation services are supplied under such a contract engages in any recreational activity concerned at his or her own risk.
- 23.8 The owners corporation must cause signs to be displayed in prominent locations near the recreational facilities including the provisions of this by-law 23, as well as the following in clearly legible text:

### **RISK WARNING**

#### **SECTION 5M OF THE CIVIL LIABILITY ACT 2002 (NSW)**

There are various risks of harm (of any kind, including personal injury or death, pre-natal injury, impairment of a person's physical or mental condition, disease, damage to property, and economic loss) to persons using the recreational facilities at this strata scheme.

The recreational facilities at this strata scheme include the pool, sauna, spa, barbecues, gym (including gym equipment), common area bathing facilities, common area toilets and related areas.

These risks include:

The risk of such harm resulting from failure of the recreational facilities or part of the recreational facilities before, during or after their use, such as gym equipment breaking, sauna and spa controls malfunctioning, failures causing water and/or other surfaces to become hot so as to cause burns, barbecues catching fire or exploding, barbecues being unexpectedly in operation, handrails in pools and spas being loose or coming away, fences or gates around the pool and spa breaking or being unexpectedly able to be opened by a child or an incapable person, pump machines catching fire or exploding, electrical equipment shorting out or causing parts of the recreational facilities (including water, controls and buttons, and other objects and surfaces) to be electrically charged creating a risk of electric shock, the release of noxious chemicals into water or the air, or the risk of surfaces becoming sharp so as to cause cuts and abrasions (such as broken tiles).

The risk of such harm resulting from incorrect or inappropriate use of any recreational facilities, such as using gym equipment in a manner which it was not designed or intended to be used, running in areas where there are tripping or slipping hazards or obstacles (including other persons), climbing on surfaces not designed or intended to be climbed upon, prolonged use of any recreational facilities, use of any recreational facilities contrary to directions provided for their use, tampering with or altering any recreational facilities including gym equipment or electrical appliances, and jumping or diving into shallow water.

The risk of such harm resulting from bringing things into or using things in the recreational facilities that are hazardous or could become hazardous if used in or around the recreational facilities, such as breakable objects (including glass), sharp objects (such as knives or syringes), alcohol or drugs or any kind (including risks inherent in the use or excessive use of alcohol or drugs and increased risk of other harms occurring while using alcohol or drugs, for example due to impaired mental or physical function), inflammable things (such as cigarette lighters and aerosol sprays), and electrical appliances (particularly near water).

The risk of such harm resulting from doing anything in or around the recreational facilities contrary to the advice of a medical professional or directions for use or warnings provided with medications used by a person.

The risk of such harm resulting from the nature of activities that a person may undertake in or around the recreational facilities, such as the risk of injury to

body parts due to physical exertion or contortion, the risk of stroke, seizure, heart attack or breathing difficulties caused by physical exertion or contortion, the risk of dehydration caused by physical exertion, the risk of drowning while swimming or bathing (including the risk of drowning following a loss of consciousness, such as due to drug or alcohol use, a seizure, stroke, heart attack, breathing difficulties or hitting ones head on hard surface in the pool or spa and surrounds), the risk of suffering burns while operating a barbecue, the risk of choking while eating or drinking, and the increased risk of tripping or slipping while running.

The risk of such harm resulting from tripping or slipping on an uneven surface or wet surface anywhere in the recreational facilities, including dislodged tiles, cracked walkways, the stands or feet of gym equipment, towels lying on the floor in the gym or near the pool, electrical leads, folds in mats or carpets, sweat on floor surfaces where people exercise, water and other fluids (such as soap, shaving cream and shampoo) on the floor in areas where people bathe, water on walking surfaces near the pool, spa, sauna, toilets and washing facilities and entries and exists to those areas of the recreational facilities, pool and spa surrounds, fences and handrails, cleaning equipment left on the floor (such as vacuum cleaners, brooms, mops and buckets), water or other fluids on any tiles or concrete, slippery surfaces during or after cleaning, any surface that may be wet following or during rain, and tripping or slipping caused or contributed to by the use of footwear with low-traction soles or a risk of becoming loose such as thongs.

The risk of such harm resulting from use of the recreational facilities in weather conditions such as rain (including slipping on wet surfaces), thunderstorms (including lightning strike), hail storms (including injury from hail stones falling or lying on surfaces), cold temperatures (including pneumonia and hypothermia), hot temperatures (including heat stroke), and sunshine (including skin cancer).

The risk of such harm resulting from contracting an infectious disease or another medical condition from physical contact with other persons, from contact with surfaces (including bathroom and toilet facilities and cooking surfaces), from contact with water (including drinking, bathing or cleaning water), from contact with air carrying infectious particles, and from contact with knives, syringes or other sharp or metallic objects.

The risk of such harm resulting from emergency services, medical professionals or first aid having difficulty accessing a person for treatment or to alleviate a hazard due to the location of the recreational facilities in the strata scheme being subject to restricted access (such as by access passes), the recreational facilities being difficult to locate within the strata scheme, or it being necessary for emergency vehicles to park a long distance from the recreational facilities.

- 23.9 The owners corporation may exclude any person from the use of the recreational facilities unless that person has read and signed an acknowledgment that they have read and understood the provisions of this by-law 23, or if they are an incapable person, that
- (a) the incapable person is under the control of or accompanied by another person and that other person has read and signed an acknowledgement that they have read and understood the provisions of this by-law 23; or
  - (b) a parent of the incapable person (whether or not the incapable person was under the control of or accompanied by the parent) has read and signed an acknowledgement that they have read and understood the provisions of this by-law 23 .

- 23.10 In this by-law 23, unless the contrary intention appears:

**incapable person** has the meaning provided in sub-section 5M (12) of the Civil Liability Act 2002 (NSW);

**children** means people under the age of 18;

**parent** of an incapable person has the meaning provided in sub-section 5M (12) of the Civil Liability Act 2002 (NSW);

**recreational activity** has the meaning provided in section 5K of the Civil Liability Act 2002 (NSW);

**recreational facilities** means all the recreational facilities at the strata scheme, including the pool, spa, sauna, gym (including gym equipment), barbecues, common area bathing facilities, common area toilets and related area; and

**recreation services** has the meaning provided in subsection 5N (4) of the Civil Liability Act 2002 (NSW).

## **24 Maintenance of air-conditioning**

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- 24.1 The proprietor of a lot shall maintain any air-conditioning facilities or equipment that are within the lot and do not form part of the common property, in a state of good and serviceable repair, and for this purpose shall renew or replace them whenever necessary.
- 24.2 Without limiting the generality of this by-law, the proprietor shall have any such facilities or equipment regularly serviced by a duly qualified contractor, and have the filters of any such facilities or equipment cleaned every six (6) months.

## **25 Use of facilities by non-resident owners**

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Any registered proprietor of a lot who is not an occupier of a lot shall not be entitled to use any of the facilities of the owners corporation.

## **26 Advertising signs**

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- 26.1 The owner or occupier of commercial premises in the development shall be entitled to place one (1) only sign advertising the availability of the commercial premises for lease or sale.
- 26.2 All commercial signage in the development must be of identical size and dimensions.
- 26.3 The owners corporation shall have the right to remove any signage that does not comply with this by-law.

## **27 Repealed**

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## **28 Caretaker**

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- 28.1 In addition to its powers under the Management Act, the owners corporation has the power to appoint and enter into an agreement with a caretaker to provide management, leasing, security, cleaning and operational services for the strata scheme.
- 28.2 The caretaker's duties may include:
- (a) caretaking, supervising and servicing the common property to a standard consistent with use of lots in the scheme as high class residential apartments;
  - (b) supervising the cleaning, repair, maintenance, renewal or replacement of common property and any personal property vested in the owners corporation;
  - (c) providing services to the owners corporation, owners and occupiers including, without limitation, the services of a handy person, room cleaning and servicing, food and non-alcoholic drink service;



- (d) providing a letting, property management and sales service;
  - (e) supervising owners corporation employees and contractors;
  - (f) providing security services to the owners corporation;
  - (g) providing cleaning, pool cleaning and gardening services to the owners corporation;
  - (h) supervising the strata scheme generally; and
  - (i) anything else that the owners corporation agrees is necessary for the operation and management of the strata scheme.
- 28.3 The caretaker must comply with instructions from the owners corporation about performing its duties.
- 28.4 The owners corporation must not, without the written consent of the caretaker, enter into more than one agreement under this by-law at any one time or revoke this by-law without the written consent of the caretaker.
- 28.5 Any agreement entered into by the owners corporation pursuant to sub-paragraph 1 of this by-law will provide for the payment by the owners corporation to the caretaker of remuneration, fees or other consideration for providing the services and undertaking the duties in Schedule 2 of the agreement.
- 28.6 The caretaker may, at the caretaker's expense erect or procure the erection of all reasonable signs in or about the common property for the purpose of promoting the letting, property management and sales service of the caretaker, subject to the consent of the owners corporation, which will not be unreasonably withheld.
- 28.7 The owners corporation has the power to enter into any agreement with a financier of the caretaker so that the financier's rights pursuant to any security arrangement between the caretaker and the financier can be enforced.

## **29 Obstruction of caretaker**

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The owner or occupier of a lot must not:

- (a) Interfere with or obstruct the caretaker from performing the caretaker's duties under the agreement referred to in by-law 28.
- (b) Interfere with or obstruct the caretaker from using any part of the common property designated by the owners corporation for use by the caretaker.

## **30 Exclusive letting agency**

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The owner or occupier of every lot in except (57 & 29) must not on any lot or the common property, except with the written consent of the owner of (57 & 29), conduct or participate in the conduct of:

- (a) The business of a letting agent; or
- (b) The business of a pooled rent agency; or
- (c) The business of on site Caretaker; or
- (d) Any other business activity that is either:
  - (i) an activity identical or substantially identical with any of the services relating to the management, control and administration of the parcel referred to in by-law 28 and/or any agreement; and/or
  - (ii) an activity identical or substantially identical with any of the services provided to owners and occupiers of lots referred to in by-law 28 and/or any agreement; and/or

- (iii) an activity identical or substantially identical with any of the services relating to the letting of lots referred to in by-law 28 and/or any agreement.

### **30A. Storeroom**

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- 30A.1 The owners corporation grants to the registered proprietor (including heirs, successors and assigns) of the following lots the exclusive right of use and enjoyment in respect of the following parts of the common property:
- (a) to the registered proprietor of lot 27 – that area on level 1 of the common property shown on the plan marked “EU1” (attached);
  - (b) to the registered proprietor of lot 99 – that area on level 1 of the common property shown on the plan marked “EU2” (attached);
  - (c) to the registered proprietor of lot 168 – that area on level 1 of the common property shown on the plan marked “EU3” (attached); and
  - (d) to the registered proprietor of lot 259 – that area on level 1 of the common property shown on the plan marked “EU3” (attached).
- 30A.2 A registered proprietor referred to in by-law 30A.1 must maintain and upkeep the area to which it is granted the exclusive right of use and enjoyment at its own cost, and pay all operating costs in relation to the area.
- 30A.3 This by-law 30A may not be carried or repealed in any way that will adversely affect a registered proprietor referred to in by-law 30A.1 without that registered proprietor's prior written consent.

### **31 Repealed**

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### **32 Access keys**

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- 32.1 In this by-law **Access Key** means any device or object used to operate a locking device or security device or system that restricts access to or through any part of the common property.
- 32.2 Access Keys belong to the Owners Corporation.
- 32.3 Owners, occupiers and others are only entitled to the use of Access Keys in accordance with and under the conditions imposed by this by-law 32
- 32.4 The owners corporation may give Access Keys to owners or occupiers of lots and may keep records relating to the persons to whom Access Keys have been given.
- 32.5 The right to the use of an Access Key under this by-law 32 is personal to the owner or occupier to whom it is given and may not be assigned to any other person without the express prior written consent of the owners corporation
- 32.6 The owners corporation may charge an owner or occupier of a lot a fee of \$100 to provide extra or replacement Access Keys and require the payment by that owner or occupier of a \$80 bond. On return of the Access Key in working order the bond is to be refunded to that owner or occupier. The owners corporation may determine alternative amounts to those provided in this clause 32.6 from time to time (acting reasonably).
- 32.7 Owners of lots may give Access Keys to occupiers of their lots provided that:
- (a) they notify the owners corporation in writing of the names, and postal and telephone contact details of the occupiers of the lot to whom Access Keys have been given;

- (b) they ensure that the Access Keys are returned to the owners corporation when such an occupier ceases to be an occupier, including taking all reasonable steps available at law;
  - (c) they include a requirement in any lease or license relating to such an occupier that the occupier must return those Access Keys to the owners corporation when that occupier ceases to be an occupier; and
  - (d) they indemnify the owners corporation immediately on demand for any loss, damage, claim, suit or demand whatsoever incurred by or brought against the owners corporation in respect of those Access Keys or their use.
- 32.8 Owners may give Access Keys to subsequent owners of their lots provided that the owners corporation is notified in writing of the names and postal and telephone contact details of the subsequent owner. Both the prior and subsequent owner are jointly and severally liable to ensure that the owners corporation is so notified.
- 32.9 At all times whilst in the building and on common property, an owner or occupier must carry an Access Key if they have been given one by the owners corporation (or, in the case of an occupier, by the owner of their lot).
- 32.10 An owner or occupier of a lot must:
- (a) take all responsible steps not to lose Access Keys;
  - (b) return all Access Keys to the owners corporation if they are not needed, or if an occupier of a lot ceases to be an occupier;
  - (c) notify the owners corporation and the strata manager immediately if an Access Key is lost; and
  - (d) not copy an Access Key, cause an Access Key to be copied, or grant any other person permission to copy an Access Key;
  - (e) not give their Access Keys to any person without the express prior written consent of the owners corporation;
  - (f) not assign their rights to the use of their Access Keys or grant any other person rights to the use of their Access Keys;
- 32.11 If the owners corporation is satisfied that an owner or occupier is in breach of this by-law or the following by-laws, the owners corporation may disable (or partially disable as it sees fit) or demand the return of Access Keys of the offending owner or occupier (and that owner or occupier must comply immediately with any such demand):
- (a) By-law 43;
  - (b) By-law 44; and
  - (c) By-law 45.
- 32.12 To the extent permitted by law and without prejudice to the other rights of the owners corporation, if an owner or occupier fails to perform or observe any of their obligations under this by-law 32, then the owners corporation may:
- (a) engage the Caretaker of strata managing agent to rectify the breach; and
  - (b) recover its costs of so doing from that owner or occupier in a Court or Tribunal of competent jurisdiction as a debt due.
- 32.13 The owners corporation must at all times comply with any obligations imposed on it by law from time to time in respect of the gathering of information under this by-law 32, including but not limited to law with respect to privacy.

### **33 Balcony furniture etc**

- 33.1 An owner or occupier may keep planter boxes, pot plants and occasional furniture on the balcony or terrace of their lot only if it:

- (a) Will not cause damage; or is not likely to cause damage, or is not dangerous or a nuisance or a hazard
- 33.2 The owners corporation may require an owner or occupier, at its expense, to remove items from the balcony or terrace if the appearance of the lot is not keeping with the rest of the building.
- 33.3 If there are planter boxes on or within a terrace or balcony of a lot, the owner or occupier must:
  - (a) properly maintain the soil and plants in the planter boxes; and
  - (b) when watering the plants or planter box, make sure that no water enters common property or another lot.

## **34 Safety, security and fire safety**

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- 34.1 A registered owner or an occupier of a lot must not do or permit anything which may prejudice the security or safety of the building and, in particular must ensure that all fire and security doors are kept locked or secure or in an operational state, as the case may be, when not in immediate use, subject to compliance with applicable laws and regulations regarding fire safety.
- 34.2 Owners and occupiers of lots must ensure that they maintain any fire safety equipment (including without limitation smoke detectors) in their lots in an operative state (including without limitation ensuring that batteries in smoke detectors are changed as required) and are required, at their cost, to do such work as is necessary to ensure that they comply with their obligations under this by-law 34.2.
- 34.3 If an owner or occupier of a lot causes a fire safety measure in the strata scheme (whether in a lot or in common property) to cease functioning or to cease functioning effectively that owner or occupier of a lot is required, at its cost, to do such work as is necessary to cause that fire safety measure to return to a functioning (or effectively functioning) state and must do so immediately and in compliance with all applicable laws.
- 34.4 Within the meaning of section 63 of the Management Act, if:
  - (a) work is required to be carried out by an owner or occupier of a lot under a term or condition of this by-law 34; 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.

## **35 Car washing and servicing**

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An owner, occupier or an invitee of an owner or occupier must not under any circumstances, wash or perform any mechanical duties to their motor vehicle on common property. This by-law does not preclude the washing of motor vehicles on the common property designated as "Car Wash Bay" on the Strata Plan.

## **36 Disposal of commercial waste**

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All owners and occupiers of commercial and retail lots within the strata scheme must dispose of their waste and rubbish in the commercial waste bins.

## **37 Allocation of commercial waste costs**

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Should any Government authority impose any rate, tax, charge or levy on the collection of commercial or retail waste, the owners and/or occupiers of the commercial and retail lots shall be responsible for the payment of such contributions.

## **38 Repealed**

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## **39 Repealed**

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## **40 Electronic delivery of notices**

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A document or notice may be served by the owners corporation, its secretary or executive committee on the owner of a lot by electronic means if the person has given the owners corporation an email address for the service of notices and the document is sent to that address.

Service under this by-law 40 is deemed to be effected on the next working day following sending unless evidence is adduced to raise doubt as to the contrary.

## **41 Compliance with planning and other requirements**

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- 41.1 The owner or occupier of a lot must ensure that the lot is not used for any purpose that is prohibited by law.
- 41.2 The owner or occupier of a lot must ensure that the lot is not occupied by more persons than are allowed by law to occupy the lot.

## **42 Disabling of intercom buzzer**

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To the extent permitted by law the owners corporation may disable the intercom buzzers at access points into the building.

## **43 Overcrowding**

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- 43.1 In this by-law 43 **Individual** does not include any individual below 16 years of age.
- 43.2 An owner or occupier of a lot must not permit more than a number of individuals determined in accordance with the following formula to lodge at, reside in or otherwise occupy the lot:

$$X = Y \times 2$$

Where:

**X** represents the number of individuals to be determined; and

**Y** represents the number of bedrooms in the lot (being bedrooms in existence in accordance with law).

## **44 Tenancy**

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An occupier must be a party to a current lease under the *Residential Tenancies Act 2010* (NSW), or where there are two or more occupiers, at least one of those occupiers must be a party to such a lease.

## **45 Visitors**

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- 45.1 In this by-law **Visitor** means any person, invitee, guest, or lodger invited, allowed to or assisted to enter the strata scheme at any time by an owner, occupier or other Visitor.
- 45.2 An owner and occupier must ensure that all Visitors' names, time of entry and time of exit be recorded in a register provided by owners corporation for that purpose.
- 45.3 The owners corporation must at all times comply with any obligations imposed on it by law from time to time in respect of the gathering of information under this by-law 45.

## **46 Works by owners**

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### **46.1 Making of applications**

#### ***Circumstances in which application may be made***

- (a) An owner of a lot in the strata scheme who seeks to undertake building works that would affect common property may make an Application to the executive committee in accordance with this by-law 46.

**Note:** *certain kinds of minor works may be the subject of approval in accordance with the other by-laws of the strata scheme.*

#### ***Required material***

- (b) Despite anything else in this by-law 46 the executive committee is not required to consider an Application unless the Applying Owner promptly supplies the executive committee with the following materials:
- (i) A general description of the Works, including materials and methods.
  - (ii) A proposed scope of works suggested for inclusion in the Prescribed By-Law.
  - (iii) A sketch plan of the Works.
  - (iv) A proposed work schedule for the Works including an estimate of the time required.
  - (v) If required by the executive committee, the Engineer's Approval for the Works.  
**Note** *If the executive committee do not require the Engineer's Approval, then no such requirement will be included in the Prescribed By-Law in accordance with clause 46.4(d) below.*
  - (vi) If required by the executive committee, a copy of all necessary Approvals in relation to the conduct of the Works and the use of the Exclusive Use Area.
  - (vii) If required by the executive committee, details of the contractor(s) proposed to be engaged to do the Works.
  - (viii) The Applying Owner's written agreement to be bound by the terms of the Prescribed By-Law.

#### ***Request for further materials***

- (c) The executive committee, acting reasonably, may request that an Applying Owner provide further materials before assessing an Application, or during the process of assessing an Application.

#### ***Discretion to consider application***

- (d) Despite anything else in this by-law 46 the executive committee may assess an application made to it despite a failure by the Applying Owner to comply with the requirements of this clause 46.1.

### **46.2 Assessment of applications**

#### ***Process***

- (a) The executive committee must:
- (i) meet at least once within a reasonable time of an Application being made in compliance with clause 46.1 of this by-law to consider that Application;
  - (ii) promptly advise the Applying Owner of any request for further materials the executive committee may make under clause 46.1 of this by-law (or any material listed in clause 46.1 of this by-law that the executive committee at its option requires); and

- (iii) promptly advise the Applying Owner of whether the executive committee will or will not proceed to assess the Application by reason of any non-compliance with clause 46.1 of this by-law, any request for further materials made under clause 46.1 of this by-law, or any request for material listed in clause 46.1 of this by-law that the executive committee at its option requires.

#### **Decision**

- (b) Once the Applying Owner has complied with clause 46.1 of this by-law, any further request for materials under clause 46.1 of this by-law, any request for material listed in clause 46.1 of this by-law that the executive committee at its option requires, or the executive committee has otherwise decided to assess the Application under clause 46.1(d) of this by-law, the executive committee must:
  - (i) proceed to assess the Application and decide in its discretion whether to approve or not approve the Application;
  - (ii) advise the Applying Owner whether the executive committee approves or does not approve the Application; and
  - (iii) advise the Applying Owner of its decision within 1 calendar month.

#### **Deemed denial**

- (c) In the event that the executive committee does not advise the Applying Owner of its decision in accordance with clause (a) of this by-law the executive committee will be deemed not to have approved the Application.

#### **Guidelines**

- (d) The executive committee may from time to time publish guidelines with respect to the form of the materials that it may or may not require in relation to an Application made under this by-law or the matters that it will consider in deciding whether to approve or not approve of an Application, provided that those guidelines are not inconsistent with the terms of this by-law or otherwise inconsistent with law.

### **46.3 Effect of approval**

#### **Motions and by-law**

In the event that the executive committee approves an Application, the executive committee must:

- (a) call a general meeting of the owners corporation within a reasonable time; and
- (b) include on the agenda for that meeting the consideration of the Prescribed Motions by the owners corporation;
- (c) include with the notice for that meeting:
  - (i) a draft of the Prescribed By-Law; and
  - (ii) a note to the effect that the executive committee has assessed and approved an Application for the Works under this by-law.

**Note:** The Prescribed Motions include approval for the Works and the creation of the Prescribed By-Law relating to the Works.

### **46.4 Definitions and interpretation**

#### **Application of the Prescribed By-Law**

- (a) Clause 8 of the Prescribed By-Law applies to this by-law 46 with any necessary modification.

#### **Additional definitions**

- (b) In this by-law, unless the context otherwise requires:

**Application** means an application made in accordance with clause 46.1 of this By-Law;

**Applying Owner** has the same meaning as Owner in the Prescribed By-Law;

**Prescribed By-Law** means the draft by-law in Schedule 1 with the following modifications:

- (a) The item "//X//" in the title of the draft by-law in Schedule 1 and the heading to the Scope of Works in that by-law is replaced by the next available number in the sequence of registered (or to-be-registered) Special By-Laws of the Strata Scheme;
- (b) The item "//Y//" in the definition of "Lot" in the draft by-law in Schedule 1 is replaced by the lot number the subject of the Application;
- (c) The item "//Z//" in the Scope of Works in the draft by-law in Schedule 1 is replaced with a detailed description of the Works.
- (d) If the executive committee did not require the Engineer's Approval:
  - (i) clause 2.3 in the draft by-law in Schedule 1 is deleted and replaced with the words "2.3 Not Used";
  - (ii) clause 2.7(c) in the draft by-law in Schedule 1 is deleted and replaced with the words "(c) Not used";
  - (iii) the definitions of "Engineer's Approval" and "Engineer's Certificate" in clause 2.4 of the draft by-law in Schedule 1 are deleted.

**Prescribed Motions** means the draft Motions in Schedule 2 with the following modifications:

- (e) The item "//X//" in the Motions in Schedule 2 is replaced with the number of the Prescribed By-Law; and
- (f) The item "//Y//" in the definition of "Lot" in the Motions in Schedule 2 is replaced by the lot number the subject of the Application.

**Works** has the same meaning as in the Prescribed By-Law as if a reference to the Scope of Works was a reference to the materials describing the proposed works the subject of the Application.

## **47 Generic approval of Air-Conditioning**

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47.1 Owners of lots may install split-system Air-Conditioning in the airspace of their lots as if the draft by-law in Schedule 1 was part of this by-law 47 with the following deemed modifications:

- (a) The heading "Special By-law //X//" in the title of the draft by-law in Schedule 1 and the heading to the Scope of Works in that by-law was "By-law 47.2";
- (b) The item "//Y//" in the definition of "Lot" in the draft by-law in Schedule 1 was replaced by the words "all the lots in the Strata Scheme";
- (c) The item "//Z//" in the Scope of Works in the draft by-law in Schedule 1 was replaced with the following:

### **1. The Works**

Installation of Air – Conditioning Equipment on or in the Common Property and/or the Lot for the use or benefit of the Lot in compliance with the requirements of this By-Law and the general specifications set out in 2 below.

### **2. General Specifications for the Works**

In addition to the other conditions applying under this By-Law, the following conditions apply to the Works:



- (a) any condensate run-off must be plumbed to the nearest available waste water outlet;
- (b) any plant and equipment or appliance forming part of the Works must have an energy rating of at least 3 stars in accordance with energy ratings published on the "www.energyrating.gov.au" website;
- (c) any plant and equipment or appliance forming part of the Works must be of good quality and condition, and if replaced must be replaced with new plant and equipment or appliances or plant and equipment or appliances re-conditioned to a standard which is not less than that which originally applied to the same; and
- (d) any element of the Works must not be visible from the street, or if visible from the street must be in keeping with the general appearance of the Strata Scheme and:

In this Scope of Works **Air-Conditioning Equipment** means any air-conditioning plant, equipment, and appliances and any cables, wires, pipes, ducts or conduits and the like required to service or operate that plant, equipment or those appliances.

- (a) There is no requirement for an Engineer's Approval or Engineer's Certification according to the following:
  - (i) clause 2.3 in the draft by-law in Schedule 1 is deleted and replaced with the words "2.3 Not Used";
  - (ii) clause 2.7(c) in the draft by-law in Schedule 1 is deleted and replaced with the words "(c) Not used";
  - (iii) the definitions of "Engineer's Approval" and "Engineer's Certificate" in clause 2.4 of the draft by-law in Schedule 1 are deleted.

## 48 Parking in visitors car spaces

- 48.1 Owners and occupiers of lots must not park, stand, rest, leave or keep ("**Park**") vehicles in the visitors car spaces.
- 48.2 If an owner or occupier of a lot Parks a vehicle in the visitors car spaces the owners corporation may give that owner or occupier a notice under this clause 48.2 ("**Strike Notice**") to the effect that the owners corporation has formed the view that they have breached by-law 48.1 and the effect of clause 48.3.
- 48.3 If an owner or occupier of a lot is given three Strike Notices within the space of three calendar months, the owners corporation may:
  - (a) prevent that owner or occupier from accessing the car park for a continuous period of no more than 48 hours ("**Lockout**"); or
  - (b) erect a temporary barricade to prevent a vehicle Parked by that owner or occupier in a visitors car space from leaving that space ("**Block In**").
- 48.4 The giving of a Strike Notice does not depend on the owner or occupier to whom that notice is given actually having breached by-law 48.1.
- 48.5 Owners and occupiers of lots acknowledge and agree that a Lockout or a Block In is not a penalty for breach of a by-law. Owners and occupiers of lots waive any right of use or access to their lots or their vehicles to the extent required to put effect to a Lockout or a Block In and agree to the owners corporation putting effect to a Lockout or Block In in accordance with this by-law 48.
- 48.6 If the owners corporation Blocks In a vehicle the owners corporation must not:
  - (a) fail to release the vehicle on demand to any person having a lawful right to the possession or control of the vehicle; or
  - (b) demand any payment for or in relation to the release of the vehicle.

- 48.7 Owners and occupiers of lots must provide the owners corporation with the vehicle registration plate details of each vehicle in their ownership, possession or control from time to time.
- 48.8 The owners corporation is to keep and use the information gathered pursuant to clause 48.7 only for the purpose of monitoring and/or enforcing breaches of by-laws of the strata scheme relating to parking and must comply with all requirements of law in gathering, storing, using or releasing that information.
- 48.9 This by-law 48 is subject to by-law 2.

## **49 Costs**

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### **49.1 Right to recover costs**

Subject to the provisions of this by-law 49 the owners corporation may recover as a debt its Enforcement Costs incurred in relation to a Successful Enforcement Action from the person against whom that Successful Enforcement Action was taken.

***Explanatory note:*** This by-law 49 permits the owners corporation to recover costs, such as legal costs and managing agent's costs, incurred in taking certain successful action to enforce the by-laws of the strata scheme from the person against whom that action was taken.

*Such enforcement action includes issuing notices to comply with the by-laws, seeking orders of a Strata Schemes Adjudicator, and certain proceedings in the Consumer, Trader and Tenancy Tribunal or a court.*

*The measure of success of an action is like the measure which usually applies in determining whether a party to proceedings in a court would be entitled to its costs in those proceedings.*

*The right to recover costs is subject to certain exceptions largely to account for the operation of applicable law, and to provide for restitution of amounts recovered where the person from whom those amounts were recovered successfully appeals the enforcement action.*

### **49.2 What is a Successful Enforcement Action?**

A Successful Enforcement Action is:

- (a) an action against a person who is required to comply with the by-laws of the strata scheme; and
- (b) where that person has failed to comply, continues to fail to comply or is anticipated to or threatens to fail to comply with a by-law of the strata scheme ("failure to comply"); and
- (c) where that action was a step, proceeding or action of any kind permitted at law in relation to that failure to comply including without limitation:
  - (i) the issuing of a notice to comply with the by-law to that person under section 45 of the Management Act;
  - (ii) the seeking of orders of a Strata Schemes Adjudicator against that person in relation to that failure to comply under Chapter 5 of the Management Act, including without limitation:
    - (A) an order for that person to comply with the by-law under section 138 of the Management Act; or
    - (B) an order for the person to remove an animal under section 150(1) of the Management Act; and
  - (iii) an action or proceeding in the Consumer, Trader and Tenancy Tribunal against that person in relation to that failure to comply under Chapter 5 of the Management Act, including without limitation:

- (A) an application referred to the Consumer, Trader and Tenancy Tribunal in accordance with section 164 and 184 of the Management Act; or
- (B) an appeal of an order of a Strata Schemes Adjudicator under Division 12 of Part 4 of Chapter 5 of the Management Act (whether brought by the owners corporation or that person); or
- (C) an application for a civil penalty against that person under Part 6 of Chapter 5 of the Management Act; and
- (iv) an action or proceeding of any kind in any court of competent jurisdiction against that person in relation to that failure to comply; and
- (v) an application in any jurisdiction for an order or other relief ancillary to any of the matters in clauses 49.2(c)(i), 49.2(c)(ii), 49.2(c)(iii) and 49.2(c)(iv) above (whether brought by the owners corporation or that person); and
- (vi) an appeal or application for prerogative relief in any court of competent jurisdiction in relation to any of the matters in clauses 49.2(c)(i), 49.2(c)(ii), 49.2(c)(iii), 49.2(c)(iv) and 49.2(c)(v) above (whether brought by the owners corporation or that person); and
- (d) where the owners corporation would be entitled to an order for its costs in that action if the adjudicator, tribunal, court or other decision maker in that action was required to make an order that the costs follow the event (or, in relation to a notice to comply with the by-law, if the notice was properly issued in accordance with the Management Act).

#### **49.3 What are Enforcement Costs?**

Enforcement Costs are costs including without limitation legal professional fees (on a solicitor/client basis), expenses and disbursements, expert fees, witness expenses, costs of holding meetings, and managing agent's fees.

#### **49.4 Exception**

This by-law does not entitle the owners corporation to recover costs:

- (a) where by operation of law or the order of the decision maker in the relevant Successful Enforcement Action the owners corporation must bear its own costs; or
- (b) to the extent that the owners corporation is otherwise prohibited by law from recovering those costs; or
- (c) to recover the same costs more than once (whether under this by-law or otherwise); or
- (d) to the extent that to so recover those costs would be inconsistent with the Management Act or any other Act or law.

#### **49.5 Restitution where successful appeal**

- (a) Where:
  - (i) the owners corporation has recovered Enforcement Costs under this by-law from a person against whom a Successful Enforcement Action was taken; and
  - (ii) the outcome of that Successful Enforcement Action is subsequently reversed, quashed, or otherwise invalidated or overturned by a subsequent action (such as an appeal or application for prerogative relief) ("the Appeal");

then unless a contrary order is made in the Appeal, owners corporation must repay the amount of those Enforcement Costs to that person.
- (b) Despite clause 49.5(a), where the outcome of the Appeal is subsequently reversed, quashed, or otherwise invalidated or overturned by a subsequent action

(such as an appeal or application for prerogative relief) the owners corporation will again be entitled to recover those Enforcement Costs from that person (or, if it had not yet repaid the amount of those Enforcement Costs to that person, may keep those Enforcement Costs).

#### **49.6 Terms**

In this by-law 49, unless the contrary intention appears:

**Enforcement costs** has the meaning given to it in clause 49.3; and

**Successful Enforcement Action** has the meaning given to it in clause 49.2.

### **50 Smoking and other behavioural issues**

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- 50.1 An owner or occupier must not smoke or permit any person to smoke any substance on common property.
- 50.2 An owner or occupier must not smoke or permit any person to smoke in their lot in such a manner as permits a person in another lot to detect the odour of that smoke.
- 50.3 An owner or occupier must not consume alcohol on the common property or use on the common property any other recreational substance that impedes mental or physical function (or permit any person to consume alcohol or use any other such substance on the common property).

### **51 Storage in car parks**

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- 51.1 An owner or occupier of a lot must not, without the permission in writing of the owners corporation, store any material in a car parking space or install any equipment in or on a car parking space for the purpose of storing any material.
- 51.2 The owners corporation may grant, withhold or withdraw its approval under this by-law 51 in its absolute sole discretion and subject to conditions including as to the type of storage equipment that may be used.  
**“Over bonnet” storage**
- 51.3 Despite anything else in this by-law 51:
  - (a) Without limiting the discretion of the owners corporation under by-law 51.2, the owners corporation may withhold its consent if proposed storage equipment is anything other than “over bonnet” storage equipment; and
  - (b) if proposed storage equipment is “over bonnet” storage equipment, the owners corporation must not unreasonably withhold its consent.
- 51.4 In this by-law 51 **proposed storage equipment** means storage equipment proposed to be installed by an owner or occupier of a lot in a car parking space for the purpose of storing any material.

### **52 Provision of amenities or services**

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- 52.1 The owners corporation may, by special resolution, determine to enter into arrangements for the provision of the following amenities or services to one or more of the lots, or to the owners or occupiers of one or more of the lots:
  - (a) security services;
  - (b) cleaning;
  - (c) window cleaning;
  - (d) garbage disposal and recycling services;
  - (e) electricity, water or gas supply;

- (f) telecommunication services (for example, cable television, telephone or internet services); and
- (g) the installation of environmentally friendly services, such as water efficiency measures and energy efficient light globes.

52.2 If the owners corporation makes a resolution referred to in clause 52.1 to provide an amenity or service to a lot or to the owner or occupier of a lot, it must indicate in the resolution the amount for which, or the conditions on which, it will provide the amenity or service.

**Note.** *Section 111 of the Management Act provides that an owners corporation may enter into an agreement with an owner or occupier of a lot for the provision of amenities or services by it to the lot or to the owner or occupier.*

52.3 The owners corporation may add to, alter or erect structures on common property for the purpose of installation of:

- (a) providing any of the services referred to in clause 52.1; and
- (b) additional environmentally friendly services, such as water tanks and solar panels.

## **SCHEDULE 1 – PRESCRIBED BY-LAW**

# **SPECIAL BY-LAW //X//**

*A by-law to make provision for the conduct of certain works by the owner of the Lot and to provide for exclusive use and special privilege in respect of certain common property in that regard.*

## **53 Grant of Rights**

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### **53.1 Works**

Subject to the Conditions the Owner may carry out the Works.

### **53.2 Exclusive use**

Subject to the Conditions the Owner has exclusive use of the Exclusive Use Area.

### **53.3 Reinstatement Works**

If the rights of the Owner under clause 53.1 and 53.2 and the obligations of the Owner under clause 54.9(a) cease (either jointly or severally) to have force or effect for any reason the Owner must put effect to and complete the Reinstatement Works subject to and in accordance with the Conditions as if those Reinstatement Works were also Works the subject of this By-Law.

### **53.4 Functions of the owners corporation**

Without limiting its other functions, the Owners Corporation has the functions necessary for it to discharge the duties imposed on it, and exercise the powers and authorities conferred on it by this By-Law.

## **54 Conditions**

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### **54.1 Approvals and certifications**

The Owner must:

- (a) obtain all necessary Approvals and ensure that all necessary Approvals are obtained in relation to the conduct of the Works and the use of the Exclusive Use Area;
- (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 the under the terms of an Approval) to be obtained before the conduct of any part of the Works, supply a copy of that Approval to the Owners Corporation before the conduct of that part of the Works; 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.

### **54.2 Plans and specifications**

The Owner must provide a copy of any plans and specifications relating to the Works (other than any plans and specifications provided in this By-Law) to the Owners Corporation (and where those plans and specifications relate to any element of the Works that is proposed to be undertaken, those plans and specifications must be provided to the Owners Corporation before that element of the Works is undertaken).

### **54.3 Engineer's approval and certification**

The Owner must:

- (a) before the Works are undertaken, provide the Engineer's Approval to the Owners Corporation; and
- (b) after completion of the Works, provide the Engineer's Certificate to the Owners Corporation.

#### **54.4 Access**

The Owner must provide the Owners Corporation with access to the Lot and the Exclusive Use Area in connection with the Works (or if the Owner is not also the occupier of the Lot, the Owner must do all things within their power to procure such access) as follows:

- (a) during a period where the Works are being carried out, within 24 hours of a request by the Owners Corporation (howsoever made); or
- (b) in any event within 7 days following any request by the Owners Corporation made in writing (or such shorter period as may be reasonable in the circumstances).

#### **54.5 Insurance**

The Owner must effect and maintain the Insurance (or ensure the same is effected and maintained).

#### **54.6 Costs**

The Owner must:

- (a) before the Works are undertaken, pay the Owners Corporation's reasonable costs in connection with the making and preparation of this By-Law (including registration costs, legal costs and strata management costs);
- (b) bear the costs of undertaking the Works and any Rectification Works or Reinstatement Works; and
- (c) bear the costs of meeting the Owner's obligations under clause 54.9 of this By-Law.

#### **54.7 General conditions in relation to the Works**

The Works must:

- (a) be carried out in accordance with and comply with any applicable law or Approval and any conditions or specifications provided in the Scope of Works;
- (b) be carried out in a proper and workmanlike manner and only by persons who are duly licensed to do so;
- (c) be carried out in accordance with the Engineer's Approval;
- (d) be generally in keeping with the appearance, quality and levels of amenity of the Property;
- (e) be fit for their purpose;
- (f) only be carried out using materials belonging to the Owner and not subject to any charge, lien, security interest or similar;
- (g) be carried out with due diligence and expedition and within a reasonable time;
- (h) cause a minimum of disruption to the use of the Property and a minimum of damage to the Property;
- (i) except as otherwise approved by the Owners Corporation, be carried out only between the hours of 8:30am 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) to the extent the Works are connected to any electrical, gas, water or other services, be connected only to such services that are separately metered to the Lot;

- (k) not cause damage to or affect the structure or support of the Property or any part of the Property otherwise than authorised under this By-Law; and
- (l) 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 Property by other owners or occupiers of lots.

#### **54.8 Cleanliness, protection and rectification**

The Owner must:

- (a) ensure the Property is adequately protected from damage that may be caused by the Works;
- (b) ensure any part of the Property affected by the Works is kept clean and tidy and is left clean and tidy on completion of the Works; and
- (c) put effect to and complete the Rectification Works subject to and in accordance with the Conditions as if those Rectification Works were also Works the subject of this By-Law.

#### **54.9 Ongoing maintenance**

The Owner:

- (a) is responsible for the ongoing proper maintenance of, and keeping in a state of good and serviceable repair, the Exclusive Use Area;
- (b) must ensure that the Works and the Exclusive Use Area are used in accordance with and continue to comply with the requirements of this By-Law including any applicable law or Approval; and
- (c) must on the reasonable request of the Owners Corporation put effect to and complete the Relocation Works to allow the Owners Corporation to effect maintenance or repairs to the Common Property and do so subject to and in accordance with the Conditions as if those Relocation Works were also Works the subject of this By-Law.

#### **54.10 Alteration of building affecting lot boundary**

The Owner must comply with any obligation it may have under section 14 of the Strata Schemes (Freehold Development) Act 1973.

#### **54.11 Indemnity**

The Owner will indemnify the Owners Corporation immediately on demand for any damage, cost, loss, claim, demand, suit or liability howsoever incurred by or brought against the Owners Corporation in connection with the Works or their use (or the use of the Exclusive Use Area), except to the extent that such damage, costs, loss, claim, demand suit or liability is caused by the negligence of the Owners Corporation.

#### **54.12 Default**

If the Owner fails to comply with any obligation under this By-Law the Owners Corporation may carry out that obligation and recover the cost of so doing from the Owner.

#### **54.13 Time**

Where no time is specified for compliance with an obligation of the Owner under this By-Law, the Owner must comply with that obligation in a reasonable time.

#### **54.14 Ownership of the works**

The Works remain the property of the Owner.

#### **54.15 Time for putting effect to the Works**

The Owner must put effect to and complete the Works within 3 months of the making of this By-Law.



#### **54.16 Principal contractor**

If any of the works under this By-Law are involved in a "construction project" within the meaning of clause 292 of the Work Health and Safety Regulation 2011 ("WHSR"):

- (a) The Owner acknowledges and agrees that the Owner is the person that commissions that construction project within the meaning of clause 293 of the WHSR and not the Owners Corporation.
- (b) The Owner must engage another person to have management or control of the workplace the subject of that construction project who is appropriately experienced and qualified to discharge the duties of a "principal contractor" under Chapter 6 of the WHSR. The Owner must authorise that person to have management or control of the workplace the subject of that construction project and to discharge the duties of a "principal contractor" under Chapter 6 of the WHSR.
- (c) Subject to compliance by the Owner with this clause 54.16, the Owners Corporation authorises that principal contractor to make such reasonable and necessary use of the Common Property as may be required to enable that principal contractor to discharge the duties of a principal contractor under Chapter 6 of the WHSR from time to time.

### **55 Works**

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#### **55.1 Definition of Works**

"Works" means building works and related products and services to be done and supplied in relation to the Lot and related Common Property as set out in the Scope of Works.

#### **55.2 Definition of Rectification Works**

"Rectification Works" means the building works and related products and services required to be done and supplied in connection with the rectification or reinstatement of any damage to the Property caused by the Works and any previous Rectification Works (except damage authorised by this By-Law).

#### **55.3 Definition of Reinstatement Works**

"Reinstatement Works" means the building works and related products and services required to be done and supplied in connection with the removal of the Works and the related reinstatement of the Property.

#### **55.4 Definition of Relocation Works**

"Relocation Works" means the building works and related products and services required to be done and supplied in connection with the removal, relocation and reinstatement of the Works to allow the Owners Corporation to effect maintenance or repairs to the Common Property.

#### **55.5 Reference to works includes certain other matters**

In this clause 54.16 a reference to building works and related products and services 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 works, and the supply of those products and services; and
- (b) as the context may require, a reference to the result of those works and related products and services being done and supplied.

### **56 Definitions and Interpretation**

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#### **56.1 Interpretation**

In this By-Law, unless the context otherwise requires:

- (a) the singular includes the plural and vice versa;

- (b) a reference to a document, includes any amendment, replacement or novation of it;
- (c) all references to dollars, \$, cost, value and price are to Australian currency;
- (d) a reference to the Owner includes a reference to their executors, administrators, successors or permitted assigns;
- (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) any reference to legislation includes any subordinate legislation or other instrument created thereunder; and
- (h) a term defined in the Strata Schemes Management Act 1996 or Strata Schemes (Freehold Development) Act 1973 will have the same meaning.

## **56.2 Conflict**

- (a) To the extent that any term of this By-Law is inconsistent with the Strata Schemes Management Act 1996 or any other Act or law it is to be severed and this By-Law will be read and be enforceable as if so consistent.
- (b) To the extent that this By-Law is inconsistent with any other by-law of the Strata Scheme the provisions of this By-Law prevail to the extent of that inconsistency.

## **56.3 Application of the Civil Liability Act 2002**

- (a) The Owner acknowledges and agrees that:
  - (i) this By-Law makes express provision for their rights, obligations and liabilities under this By-Law with respect to all matters to which the Civil Liability Act 2002 applies as contemplated by section 3A(2) of that act; and
  - (ii) to the extent permitted by law, that act does not apply in connection with those rights, obligations and liabilities.
- (b) Any provision of this By-Law that is prevented by Part 2 of the Civil Liability Act 2002 is severed to the extent so prevented.

## **56.4 Definitions**

In this By-Law, unless the context otherwise requires:

**Approval** means, in connection with the Work or the Property:

- (a) an approval or certificate as may be required by law (or under the terms of an Approval) to be obtained from or provided by an Authority;
- (b) a development consent or complying development certificate within the meaning of the Environmental Planning and Assessment Act 1979;
- (c) a "Part 4A certificate" within the meaning of section 109C of the Environmental Planning and Assessment Act 1979;
- (d) any order, direction or other requirement given or made by an Authority;
- (e) an order made under Division 2A of Part 6 of the Environmental Planning and Assessment Act 1979; and
- (f) an order made under Part 2 of Chapter 7 of the Local Government Act 1993;

**Authority** means, in connection with the Work or the Property:

- (a) any Commonwealth, state or local government, semi-government, statutory, public or other body or person (or body or person otherwise authorised by law) having jurisdiction;

- (b) a consent authority or principle certifying authority within the meaning of the Environmental Planning and Assessment Act 1979;
- (c) the council having the relevant regulatory functions under Chapter 7 of the Local Government Act 1993; and
- (d) an authorised fire officer within the meaning of section 121ZC of the Environmental Planning and Assessment Act 1979;

**Common Property** means the common property in the Strata Plan;

**Conditions** means the provisions of clause 2;

**Engineer's Approval** means evidence (to the reasonable satisfaction of the Owners Corporation) in the form of the opinion of an appropriately qualified engineer that the Works, if carried out in a manner specified in that opinion, will not adversely affect the structure or support of the Property or any part of it or otherwise cause damage to the Property (except as authorised by this By-Law);

**Engineer's Certificate** means evidence (to the reasonable satisfaction of the Owners Corporation) in the form of the opinion of an appropriately qualified engineer that the Works were carried out in accordance with the Engineer's Approval;

**Exclusive Use Area** means:

- (a) those parts of the Common Property which are occupied by the Works (once complete); and
- (b) any part of the Common Property that is, as a result of the Works effecting an alteration to the effective physical boundaries of the premises the subject of the 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 Owner in accordance with the Resolution;

**Insurance** means:

- (a) any insurance required by law in connection with the Works and the use of the Exclusive Use Area; and
- (b) contractors all-risk insurance (including public liability insurance) in respect of the conduct of the Works to a limit of not less than \$20,000,000 per event naming the Owners Corporation as a beneficiary (and containing a cross-liability and waiver of subrogation clause preventing an action against the Owners Corporation for recovery of any amounts paid by the insurer under the insurance).

**Lot** means lot //Y// in the Strata Scheme;

**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;

**Plan** means the plan(s) annexed to this By-Law (if any);

**Property** means the land and buildings the subject of the Strata Plan;

**Rectification Works** has the meaning given to it in clause 54.16.

**Reinstatement Works** has the meaning given to it in clause 54.16.

**Relocation Works** has the meaning given to it in clause 54.16.

**Resolution** means the special resolution of the Owners Corporation to authorise the Owner to take such action the subject of section 65A(1) of the Strata Schemes Management Act 1996 as required to carry out works subject to and in accordance with this By-Law, the ongoing maintenance of which is to be the responsibility of the Owner;

**Scope of Works** means the Scope of Works annexed to this By-Law;

**Strata Scheme** means the strata scheme relating to the Strata Plan;

**Strata Plan** means strata plan number 68345; and

**Works** has the meaning given to it in clause 54.16.

## **SPECIAL BY-LAW //X//**

# SCOPE OF WORKS

*This annexure sets out the Scope of Works as defined in this By-Law.*

3. //Z//

## SCHEDULE 2 – PRESCRIBED MOTIONS

# PRESCRIBED MOTIONS

*To be included on the agenda for a General Meeting.*

### 57 Motion to authorise works to common property

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The Owners Corporation **SPECIALLY RESOLVES** to authorise the Owner to take such action the subject of section 65A(1) of the Strata Schemes Management Act 1996 as required to carry out the Works subject to and in accordance with the Conditions, the ongoing maintenance of which is to be the responsibility of the Owner.

**Note** in accordance with section 65A(4) of the Strata Schemes Management Act 1996 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.

In this motion:

**Conditions** means the provisions of the Proposed By-Law;

**Lot** means the Lot as defined in the Proposed By-Law;

**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;

**Proposed By-Law** means the proposed "Special By-Law //X//" provided with the notice of the meeting at which this motion was considered; and

**Works** means works permitted or required to be done by the Owner in accordance with the Proposed By-Law.

### 58 Motion to create a by-law regarding works to common property

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The Owners Corporation **SPECIALLY RESOLVES** to make a by-law to which Division 4 of Part 5 of the Strata Schemes Management Act 1996 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 48 of the Strata Schemes Management Act 1996.

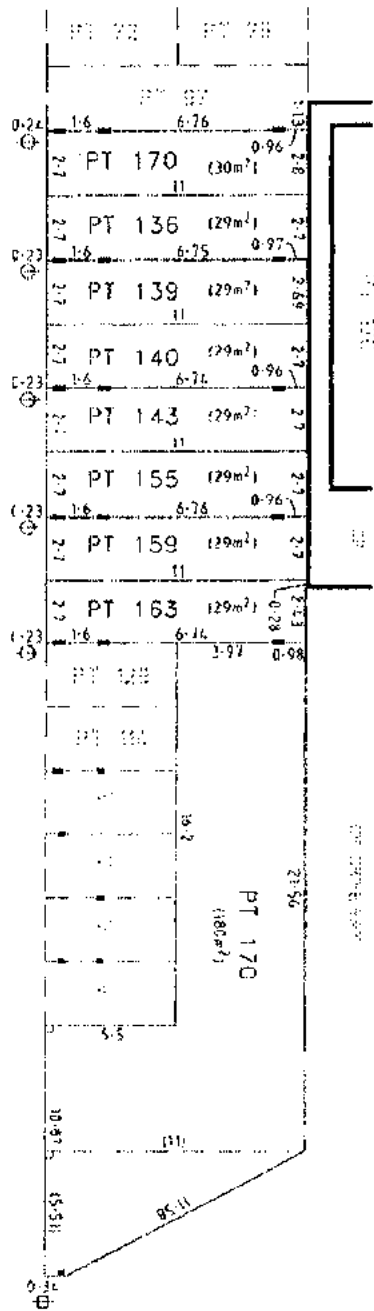
**Note** in accordance with section 52(1)(a) of the Strata Schemes Management Act 1996 the Owners Corporation may only make, amend or repeal the Proposed By-Law with the written consent of the owner or owners of the lot or lots concerned.

In this motion:

**Proposed By-Law** means the proposed "Special By-Law //X//" provided with the notice of the meeting at which this motion was considered.

## SP59186

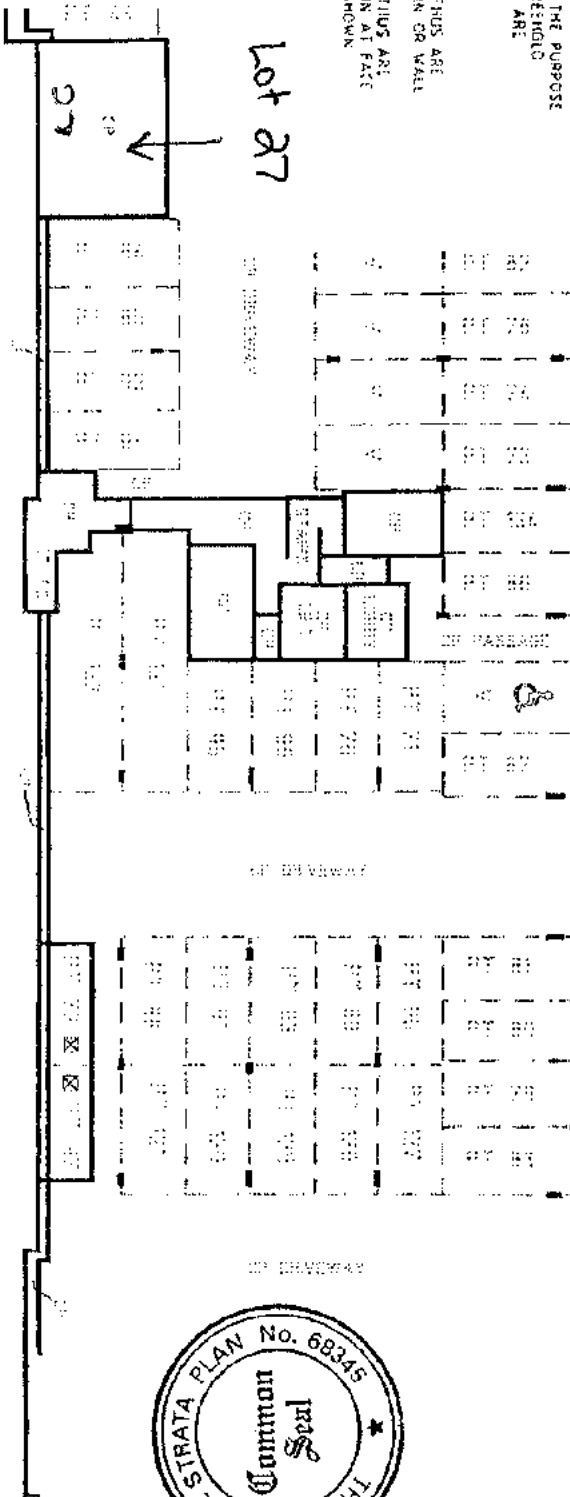
100

[illegible]

BOUNDARIES SHOWN THIS ARE  
TO CORNER OF COLUMN OR WALL

BOUNDARIES SHOWN THIS ARE  
TO CENTER OF COLUMN AT FACE  
UNLESS OTHERWISE SHOWN

Lot 27



Reduction Ratio 1:230

Leagues and Academies in America

1. DATE 10/10/68

Server Registered under Servers: 1025 Operator: MORRIS, Anthony  
 Subversion: 627261000 12/1/13 Operator: MORRIS, Anthony

# DATA PLAN FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

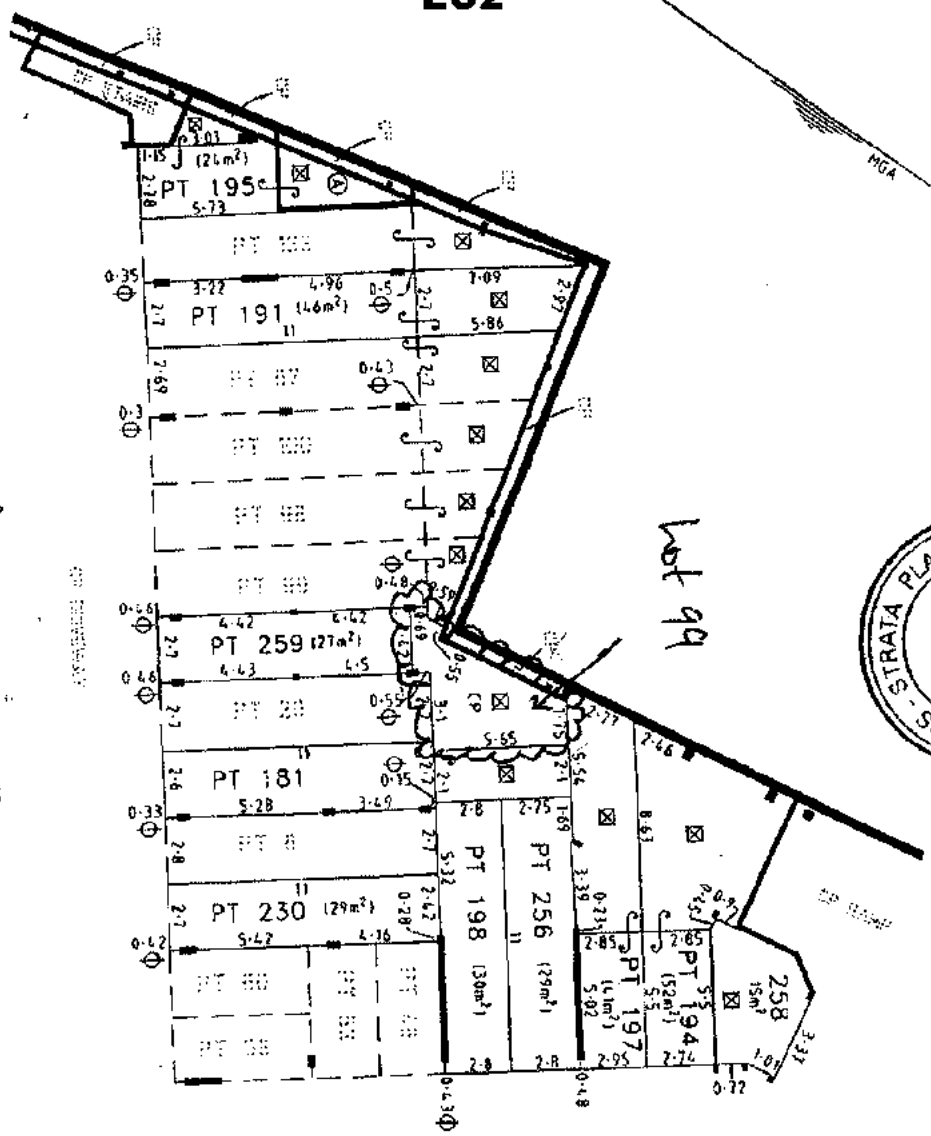
SHEET No. 1 of 20 SHEETS

## LEVEL 1 (PARKING)

- ② DENOTES EASTERN FACE OF CONCRETE HOBB
- ⊕ IS BOUNDARY
- DENOTES PROLONGATION OF CENTRE OF COLUMN
- ⊕ BOUNDARIES SHOWN THUS ARE TO CORNER OF COLUMN OR WALL
- ⊕ BOUNDARIES SHOWN THUS ARE TO CENTRE OF COLUMN AT FACE UNLESS OTHERWISE SHOWN



"EU2"



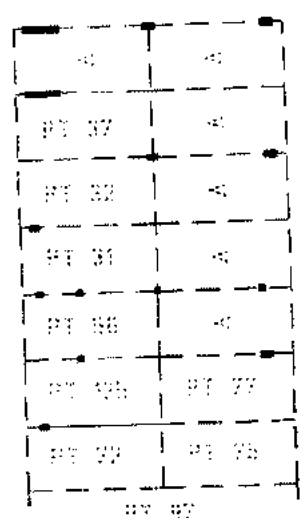
Lot 99

SHEET 5 ADJOINS



## STRATA PLAN

SHEET 6 ADJOINS



Reduction Ratio 1:200

Lengths are in metres



Surveyor Registered under Surveyors Act 1929  
General Manager/Authorised Person/Secretary/Clerk  
SURVEYOR'S REFERENCE: 1224276



BOUNDARIES SHOWN THIS ARE  
TO CENTRE OF COLUMN AT FACE  
UNLESS OTHERWISE SHOWN

LEVEL 1  
(PARKING)

SD 9186

THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA SCHEMES (REFERRED DEVELOPMENT) AT 1973 AND ARE APPROXIMATE ONLY.

DENOTES PROLONGATION OF CENTRE OF COLUMN OR WALL  
 DENOTES PROLONGATION OF FACE OF COLUMN OR WALL

☐ GUNN'S VISITOR PARKING - P  
☒ DENNIS STORE

ENDING OUR PAKING

ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED

• 2020年 5月 10日 星期一

③ DENOTES UNKNA. VAL O= CHEMIST;  
MOB IS OCCUPANCY

\*06 53.0230 —

## “EU3”

A circular stamp with the text "STRATA PLAN No. 68345" around the top edge and "THE OWNERS - STRATA PLAN No. 68345" around the bottom edge. In the center, the words "Common Trust" are written vertically. A small star is located on the right side of the inner circle.

SNICRQV 5" 1328

Reduction Ratio 1:20-2

Strength and Endurance

*Lilaeaceae* *Prunella* - *Tinet*

Registered with: George Mendosa, 524 E. 4th St., Room 100, Dallas, Texas 75202

## **Schedule 2      Addition of Special By-Law 1**

### **Special By-Law 1 – Installation of Child Window Safety Devices**

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

- 1.1      This by-law is made pursuant to Division 3 of Part 5 of Chapter 2 to the Act.
- 1.2      It is made for the purpose of the control, management, administration and use of the common property for the strata scheme.
- 1.3      Its principal purpose is to provide additional security and safety for the residents of the strata scheme by providing the owners corporation with the power to:
- (a)      install Child Window Safety Devices; and
  - (b)      to impose conditions on the operation, use, repair, maintenance and replacement of the Child Window Safety Devices.
- 1.4      The Child Window Safety Devices will be installed on any openable window where:
- (a)      the lowest window edge is less than 1.7 metres above the inside floor surface of the Lot; and
  - (b)      when the drop from the internal floor surface level to the external surface beneath the window is two metres or more; or
  - (c)      any legislative requirement that amends or replaces sub-clauses 1.4(a) and/or (b).

#### **PART 2 - GRANT OF POWER**

- 2.1      Notwithstanding anything contained in any by-law applicable to the strata scheme, the owners corporation shall have the following additional powers, authorities, duties and functions to install a Child Window Safety Device on Non-compliant Windows and to impose conditions in relation to its operation and use.

#### **PART 3 - DEFINITIONS & INTERPRETATION**

- 3.1      Definitions

In this by-law, unless the context otherwise requires:

- (a)      Act means the Strata Schemes Management Act 1996.

- (b) Authority means any government, semi-government, statutory, public or other authority having any jurisdiction over the Lot or the Building including the local council.
- (c) Building means the building situated at 76-90 Bonar Street, Wolli Creek
- (d) Child Window Safety Device means the installation of:
  - (i) A device which allows a window to be locked with a maximum opening of 125mm;
  - (ii) The installation of a security screen that is capable of resisting a lateral load of 250 newtons or more; or
  - (iii) Any legislative requirement that amends or replaces sub-clauses 3.1(d)(i) and/or (ii), to Non-compliant Windows.
- (e) Non-compliant Window means any openable window in the building where:
  - (i) The lowest window edge is less than 1.7 metres above the inside floor surface of the Lot; and
  - (ii) The drop from the internal floor surface level to the external surface beneath the window is two metres or more; or
  - (iii) Any legislative requirement that amends or replaces sub-clauses 3.1(e)(i) and/or (ii).
- (f) Lot means any individual lot in strata plan 68345
- (g) Owner means owner of a Lot.

## 3.2 Interpretation

### 3.2.1 In this by-law, unless the context otherwise requires:

- (a) the singular includes the plural and vice versa;
- (b) any gender includes the other genders;
- (c) any terms in the by-law will have the same meaning as those defined in the Act;
- (d) references to legislation include references to amending and replacing legislation; and
- (e) where a term of the by-law is inconsistent with any by-law applicable to the strata scheme, then the provisions of the by-law shall prevail to the extent of the inconsistency.

## **PART 4 - INSTALLATION OF CHILD WINDOW SAFETY DEVICE**

- 4.1 The owners corporation shall install a Child Window Safety Device to every Non-compliant Window.
- 4.2 The owners corporation must abide by the by-laws applicable to the strata scheme and all directions, orders and requirements of any Authority relating to the erection of the installation of the Child Window Safety Devices and must be responsible to ensure that the respective servants, agents and contractors of the owners corporation comply with the said directions, orders and requirements.
- 4.3 The owners corporation must ensure that the provisions of the Building Code of Australia and Australian Standards are, so far as relevant, complied with.
- 4.4 The owners corporation must comply with the Home Building Act 1989 where relevant.
- 4.5 The installation of the Child Window Safety Device must be carried out in a proper and workmanlike manner.
- 4.6 The Child Window Safety Device must comprise materials that are good and suitable for the purpose for which they are used and must be new.
- 4.7 The owners corporation may, if it chooses to do so engage a third party contractor to perform the duties and functions of carrying out inspections, advising on work required and undertaking the installation of the Child Window Safety Device.

## **PART 5 - ACCESS**

- 5.1 The Owners shall, from time to time, upon reasonable notice being provided to an Owner or occupier, permit the owners corporation in accordance with its power under sub-section 65(2) of the Act, to access the Lot for the purpose of:
  - (a) installing the Child Window Safety Devices; and
  - (b) determining whether the Child Window Safety Devices require any maintenance, repair or replacement.
- 5.2 The owners corporation acknowledges and agrees that it will be liable for any damage to the contents of the Lot arising out of the access to it, in accordance with clause 5.1.

## **PART 6 - MAINTENANCE, REPAIR AND REPLACEMENT**

- 6.1.1 The Owners acknowledge and agree that:
  - (a) They will reimburse the owners corporation for all costs of any repair or replacement of the Child Window Safety Device if it is removed, replaced, or in any way damaged or defaced by the Owner or any occupant of the Lot; and
  - (b) The cost of repair and replacement, if not paid in accordance with clause 6.1.2(d) of this by-law, will bear until paid, simple interest at an annual rate of 10 per cent or, if

the regulations provide under the Act for interest on overdue levy contributions for another rate, that other rate, and the interest will form part of that debt.

6.1.2 The procedure by which maintenance and repair is to be carried out, is as follows:

- (a) The owners corporation (or its duly authorised contractor), in accordance with its inspection under clause 5.1, will inspect the Child Window Safety Device that requires repair or replacement;
- (b) Upon determining that the Child Window Safety Device requires repair or replacement, the owners corporation (or its duly authorised contractor) will arrange for the it to be repaired or replaced, as required;
- (c) If the Owner or any occupant of the lot has damaged the Child Window Safety Device, upon completion of the repair or replacement, the owners corporation will provide a copy of the tax invoice for such repair or replacement to the Owner; and the Owner must reimburse the owners corporation within seven (7) days of the receipt of the tax invoice, for the sum of that invoice.